

APPEALS & CHARGES

Item 191-02: Collusive Cheaters

a new Section 10.2.4 of the Code of Disciplinary Regulations be added as follows:

10.2.4 Collusive Cheating: Notwithstanding the preceding provisions of Section 10.2, the ACBL Board of Directors will not hear, and ACBL Management hereby is instructed not to forward to the Board, any request for readmission of a member who was expelled for collusive cheating, or who resigned his membership for the purpose of avoiding possible disciplinary actions concerning collusive cheating, or combination of such expulsion or resignation. Such a former member may never be readmitted to Membership in the ACBL nor participate in any ACBL sanctioned events.

Effective immediate

Item 191-03: Readmission Following Expulsion

The Code of Disciplinary Regulations be amended concerning Readmission Following Expulsion as follows.

CDR Section 10 – OTHER DISCIPLINARY MATTERS

10.2.2 *Timing of Request* Conditions for Readmission Following Expulsion.

(a) The ACBL Board of Directors will not hear, and ACBL Management hereby is instructed not to forward to the Board, any request for readmission before ten (10) years from the date of Expulsion. Notwithstanding the previous sentence, if the individual who was expelled admitted to the factual basis of the Charges prior to the commencement of the hearing on those Charges, he may apply for readmission after five (5) years.

(b) The ACBL Anti-Cheating Commission and the Ethical Oversight Committee will be informed of a prospective Readmission Following Expulsion. They may advise the ACBL Board of Directors, may be represented at a Readmission hearing, and may give oral or written testimony.

(c) Any member readmitted under CDR 10.2.2 shall be on permanent lifetime Probation, except that such a member shall be considered “in good standing” as long as that Probation is not violated.

Effective Date: July 1, 2019

Item 191-04: Code of Disciplinary Regulations

The Code of Disciplinary Regulations be amended as follows:

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) ~~When (i) in the opinion of both a District Board and the ACBL Board of Directors (who~~

~~–must agree)~~ Cases in which:

- (1) Circumstances make it impractical or unfair for ~~(1) Charges~~ a matter to be ~~heard handled~~ by the District or Unit, ~~disciplinary committee that would ordinarily hear such Charges~~
or
- (2) the issues involved ~~in a Complaint which led to Charges~~ are of paramount importance to the ACBL.

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.

~~.3 If such Complaint which led to the Charges is disciplinary in nature and under a Unit or District disciplinary committee's original jurisdiction, the District Board and the ACBL Board of Directors shall bring the Charges to Any dispute or case that results in a Charge shall be heard by the ACBL Disciplinary Committee with the direction that the committee conduct a hearing. In those matters where the ACBL Board of Directors is assuming jurisdiction, the ACBL Board of Directors hereby delegates its duties as Charging Party to the ACBL Executive Committee to act on its behalf.~~

(footnote 3): ~~3 The Board must by motion determine that it is impractical or unfair for the Unit or District disciplinary committee to hear the Charges. Conversely, in other cases, the Board by motion may determine that a matter is so important to the ACBL that the Unit or District disciplinary committee should not hear it but, rather, the matter should be heard by the ACBL Disciplinary Committee.~~

Effective April 1, 2019

Item 191-05: Vacating Title Resolution Option 1

Resolution on Players Convicted of Collusive and/or Premeditated Cheating

Whereas August 22, 2015 is the date that changed the history of ethics and fair play in bridge, Boye Brogeland having publicly declared that day that a cloud of cheating and breach of the principles of fair play hung over the game at its highest level;

Whereas national and international bridge organizations of various stripes and squares have struggled to address the aftermath of that day, proceeding against players alleged to have violated these norms with varying degrees of satisfaction;

Whereas the American Contract Bridge League (ACBL) has not been immune to these developments, having first responded in November 2015 and now acknowledging that response as inadequate to the bridge crimes committed;

Whereas the ACBL vacated NABC+ titles won only by persons convicted of cheating in ACBL events, and not in events of other bridge organizations, and then only for 4 years prior to the conviction in question; and

Whereas the ACBL now adorns its most prestigious Championships with the names of players who stand disgraced in the eyes of the bridge world; now, therefore, be it

Resolved, that the ACBL:

1. recognizes Boye Brogeland for his courage, whose actions we should all strive to emulate, and expressing our thanks to the countless others who worked to expose illicit signaling systems and other means of cheating;
2. recognizes that the players convicted of such methods have caused irreparable harm to our great game, and publicly condemns their actions as inimical to the fundamental principles of the fair play of bridge;
3. seeks to become a global leader in purging its events of collusive and/or premeditated cheating and responding justly and fairly to results obtained through such methods;
4. notwithstanding CDR 4.1.8, strips all NABC+ titles and second place finishes from any player partnership, each of whom has, from the date of August 22, 2015 onward, been (1) expelled from the ACBL for any reason; (2) resigned for the purpose of avoiding possible disciplinary actions; or (3) suspended for ethical violations;
5. notwithstanding CDR 4.1.8, recognizes that any such expulsion, resignation, or suspension may be due to participation in either an ACBL-sanctioned event or that of another bridge organization;
6. strips any NABC+ titles and second place finishes held by such pairs, or by teams including such pairs, to the first date of any recorded partnership of those pairs in the ACBL;
7. directs that, for NABC+ titles and second place finishes in pairs, BAM, and Swiss events vacated by this Resolution, all remaining partnerships shall have their

- finishing place elevated to the next higher position, with new event winners recognized accordingly; and
8. directs that, for NABC+ KO event titles and second place finishes vacated by this Resolution, all remaining teams shall have their finishing place elevated to the next higher position, with new event winners recognized accordingly.

Effective immediately

Item 191-06: Vacating Title Resolution Option 2

Resolution on Players Convicted of Collusive and/or Premeditated Cheating

Whereas August 22, 2015 is the date that changed the history of ethics and fair play in bridge, Boye Brogeland having publicly declared that day that a cloud of cheating and breach of the principles of fair play hung over the game at its highest level;

Whereas national and international bridge organizations of various stripes and squares have struggled to address the aftermath of that day, proceeding against players alleged to have violated these norms with varying degrees of satisfaction;

Whereas the American Contract Bridge League (ACBL) has not been immune to these developments, having first responded in November 2015 and now acknowledging that response as inadequate to the bridge crimes committed;

Whereas the ACBL vacated NABC+ titles won only by persons convicted of cheating in ACBL events, and not in events of other bridge organizations, and then only for 4 years prior to the conviction in question; and

Whereas the ACBL now adorns its most prestigious Championships with the names of players who stand disgraced in the eyes of the bridge world; now, therefore, be it

Resolved, that the ACBL:

1. recognizes Boye Brogeland for his courage, whose actions we should all strive to emulate, and expressing our thanks to the countless others who worked to expose illicit signaling systems and other means of cheating;
2. recognizes that the players convicted of such methods have caused irreparable harm to our great game, and publicly condemns their actions as inimical to the fundamental principles of the fair play of bridge;
3. seeks to become a global leader in purging its events of collusive and/or premeditated cheating and responding justly and fairly to results obtained through such methods;
4. notwithstanding CDR 4.1.8, strips all NABC+ titles and second place finishes from any player partnership, each of whom has, from the date of August 22, 2015 onward, been (1) expelled from the ACBL for any reason; (2) resigned for the

- purpose of avoiding possible disciplinary actions; or (3) suspended for ethical violations;
5. notwithstanding CDR 4.1.8, recognizes that any such expulsion, resignation, or suspension may be due to participation in either an ACBL-sanctioned event or that of another bridge organization;
 6. strips any NABC+ titles and second place finishes held by such pairs, or by teams including such pairs, to the first date of any recorded partnership of those pairs in the ACBL;
 7. directs that, for NABC+ titles and second place finishes in pairs, BAM, and Swiss events vacated by this Resolution, all remaining partnerships shall have their finishing place elevated to the next higher position, with new event winners recognized accordingly; and
 8. directs that, for NABC+ KO event titles and second place finishes vacated by this Resolution, such titles and second place finishes shall remain and be recorded in official ACBL records as "Vacated."

Effective immediately

Item 191-07: Voluntary Relinquishment

ACBL Management is directed to develop a policy and any related procedures allowing for the voluntary relinquishment of NABC+ titles and second place finishes in KO, BAM, and Swiss events. They should include provisions governing:

- Who on the team has the authority to relinquish a title
- How the ACBL should be notified of the intention to relinquish a title
- How the intention to relinquish a title should be confirmed by other teammates, if such confirmation is required
- How the relinquishment should be made public
- The status of Masterpoints™ won in the event
- The status of seeding points of team members acquired in the event
- How far back in time titles may be relinquished

The policy and any related procedures must be developed within the following parameters:

- A member of a team is not required to consent to the relinquishment if the player has been: (1) expelled from the ACBL for any reason; (2) resigned for the purpose of avoiding possible disciplinary actions; or (3) suspended for ethical violations at the time of the relinquishment.
- No team may be elevated to a higher finishing position because of any title relinquished under this policy.
- Any title relinquished under this policy shall be recorded in official ACBL records as "Vacated."

Effective at Management discretion

BRIDGE

Item 191-10: 4-Session Regional Events

On page 22 of the 2018 MPBOOK, change the following:

3. FOUR SESSION REGIONAL EVENTS

For those four session Regional events, other than Knockouts, the Masterpoint awards shall be computed by formula as if a two-session event, and then ~~shall be~~ increased by 40%.

Effective April 1, 2019

Item 191-11: Flight C Canadian National Team Championship and the Canadian Mixed Team Championship

The Flight C Canadian National Team Championship and the Canadian Mixed Team Championship be changed from awarding over-all MPs based on the formula to over-all MP awards based on a fixed amount. The Bridge Committee will determine a suitable award that is equivalent to MPs in similar USBF events.

Effective immediately

Item 191-12: GNT Clarification

GRAND NATIONAL TEAMS ACBL SPECIAL CONDITIONS OF CONTEST - GENERAL be amended as follows:

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

Effective immediately

Item 191-13: Jane Johnson Club Appreciation Games

Chapter VI – Club Sanctioned Games, D. Club Championships and Special Events
Section 4 – Other Frequent Club Events of the Codification be amended as follows:

4.3.1 October has been designated as Club Appreciation Month. During this month, club managers may run two ~~one~~ Club Appreciation ~~Pair~~ Games

~~and one Club Appreciation Team Game~~ in place of a regularly scheduled session.

Effective September 1, 2019

Item 191-14: Masterpoints Awarded Regional Events

Regional events with 18 or more boards per session will award 100% masterpoints of regional rating.

Effective April 1, 2019

FINANCE

Item 191-20: 2019 Operating and Capital Budget

The 2019 operating budget and the 2018 capital budget are received.

Item 191-21: Incentivize Recruiting Prospective New Members

the ACBL shall reward members in good standing who refer prospects to teachers, clubs, Units, District, or ACBL, when these prospects either:

- 1) Sign up for a multiple year membership, or
- 2) Renew a one-year membership

Temporary memberships do not count toward this reward, nor does updating a temporary membership to a full one year membership. The focus is on years two and three.

For every referral or prospect who becomes a new member and meets the continuing membership criteria outlined above, the referring member shall receive \$10 credit toward renewing their own membership in the ACBL.

- 1) This credit shall apply for a maximum of two years if the new member renews for years two and three.
- 2) The referring party may not earn more than the value of a one year membership in a given year regardless of the number of successful referrals they create.
- 3) The maximum award is \$20 per new member based on three years membership dues. The credit is payable in the year earned.

Effective immediate

Item 191-22: Recognition for Top New Member Recruiters of the Year

the ACBL shall reward individuals with a \$700 credit toward bridge entries at the Fall NABC Tournament for outstanding performance in the recruitment of new members.

To determine the individual recruitment winners, the ACBL units will be divided into three groups as follows:

- 1) The Units with the greatest membership such that the sum of the membership of the Units in this group represent 33% of the ACBL membership total (Group 1).
- 2) The next Units with the greatest membership such that the sum of membership in these Units and those in group 1 represent 67% of the ACBL total membership (Group 2).
- 3) All remaining Units (Group 3).
- 4) Unit population will be based on the membership rolls as of the first of the month in which the Summer NABC for that year begin.

Note: It is assumed that the number of Units in Group 3 will be greater than the number of Units in Group 2, which will be greater than the number of Units in Group 1.

The number of awards given will always be a multiple of 4, with the goal being that 20 recipients will be recognized. However, if this number is deemed too expensive, then 16, 12, 8 or 4 members will receive awards as determined by the ACBL Board of Directors based on total annual recruitment and the financial health of the ACBL.

Assuming the number of awards is set at 20, they will be given as follows

- 1) 5 awards will be given to the 5 individuals that recruit the most new members, independent of which Unit these recipients are from. Because of greater opportunity, it is assumed that all 5 will most likely come from Group 1. (Note: if 16 awards are to be given, then they will go to the top 4 individuals who recruit the most members, if 12, then top 3, etc.)
- 2) If one of the top 5 (or 4, if 16 awards, etc.) recruiting individuals does not come from Group 1, then the individual in Group 1 who recruited the fifth most members will receive an award, etc.
- 3) Except in the case of a tie, in no case will more than 5 (or 4, if 16 awards, etc.) recipients who reside in Units in Group 1 receive an award.
- 4) The top 5 (or 4, if 16 awards, etc.) individuals who recruited the most members from Units in Group 2 will receive an award.
- 5) The top 5 (or 4, if 16 awards, etc.) individuals who recruited the most members from Units in Group 3 will receive an award.
- 6) Based on total number of recruits, the next 5 (or 4, if 16 awards, etc.) members who recruited the most members who reside in either Group 2 or Group 3 will receive an award.
- 7) If there is a tie for number of recruits for the last position in any of the three Groups, all members tied for the last place will receive the award.
- 8) In no case may one individual receive more than one recruitment award in a given year. If one person qualifies, according to this formula, to receive more than one award, that award will go to the top non-recipient in that Group.
- 9) The credits may not be converted to cash.

10) Credits expire with the Fall NABC and do not carry over to future tournaments.

Optional amendment to be voted on separately:

Moved that:

- 1) Recipients of the awards shall be permitted to transfer their credits to another person if they are unable to attend the Fall NABC.
- 2) If the credits are transferred to another person, that person must be a paid-up member of the ACBL during the Fall NABC.
- 3) If transferred, the credits must be transferred in their entirety. They may not be shared among several individuals nor may they be transferred to someone else once the honoree has begun using them.

Effective immediately

Item 191-23: Month of Funding

Codification Chapter V- Charity, Foundations and Special Funds, B. Charity and Fund Games – Clubs be changed with Section 2.2 to now read “The month of February is designated as Education Foundation Fund month. Monies raised from Education Foundation Charity Games shall be distributed to the Education Foundation.

Renumber current section 2.2 through 2.6 to 2.3 through 2.7.

Effective February 1, 2020

Item 191-24: Table Fees

Chapter VI – Club Sanctioned Games, A. ACBL Sanctions for Club Masterpoint Games Section 3, Cost of a Sanction of the Codification be amended as follows:

3.3 Table Fees

- 3.3.1. Regular game (18+ boards) table fees are \$1.00 and short game (12-17 boards) table fees are \$0.58 per table. **(short game fee increase effective 4/1/2019)** However, all regular games which are limited to players with <20 masterpoints are exempt from table fees.

Effective date:

GOVERNANCE

Item 191-30: Codification Clean-up Project

Codification Ch. I – Membership, F. Discipline and Code of Disciplinary Regulations, Section 1 – Code of Disciplinary Regulations be revised as set forth on Exhibit A-1 to this motion;

Codification Ch. I – Membership, H. Awards and Trophies be revised as set forth on Exhibit A-2 to this motion;

Codification Ch. I – Membership, I. Juniors be revised as set forth on Exhibit A-3 to this motion;

Codification Ch. II – Business Management, A. Finance be revised as set forth on Exhibit A-4 to this motion;

Codification Ch. II – Business Management, B. Employees and Consultants be revised as set forth on Exhibit A-5 to this motion; and

Codification Ch. VII – International Bridge, D. World Junior Championships be revised as set forth on Exhibit A-6 to this motion.

<http://web2.acbl.org/DocumentLibrary/about/CodificationCleanup.pdf>

Effective immediately

Item 191-31: Board of Directors Manual

The attached Orientation Manual for New Members of the Board of Directors shall replace the current Board Member Welcome Packet, as Appendix 4A-2, from Chapter IV, ACBL Board of Directors, of the Codification.

<http://web2.acbl.org/DocumentLibrary/about/BODManual.pdf>

Effective immediately

Item 191-32: Requirement for Candidacy in Elections of District Directors, Alternate Directors, and Board of Governors Representatives

Chapter I – Membership – A. Membership – Section 3 – Residency and Chapter III – Administration – D. Elections of the Codification be amended as set forth in Attachment 1(attached).

<http://web2.acbl.org/DocumentLibrary/about/Attachment1Election.pdf>

Effective April 1, 2019

NABC REVIEW

Item 191-50: NABC Child Care

the ACBL provide options for child care at every NABC.

Effective immediate

Item 191-51: Goodwill Reception

Codification Chapter I – Membership D, Section 1, Goodwill Committee be amended as follows:

Section 1 – Goodwill Committee

1.6 Goodwill Receptions

1.6.1 A reception for all members of the Goodwill Committee will be held at the Summer ~~each~~ NABC on Goodwill Day. The budget for these receptions will be determined on an annual basis, taking into account the venue costs, etc.

1.7 Goodwill Member of the Year

1.7.1 An ACBL “Goodwill Member of the Year” shall be selected annually. The honorary title shall be presented to the ACBL member who has exhibited unselfish dedication to the causes of good conduct, worthy participation and ethical behavior. The Goodwill Committee shall review all nominations and present its recommendations for Goodwill Member of the Year at each Fall Meeting of the Board.

1.7.2 The Goodwill Member of the Year will be informed by the Goodwill Committee Chair and honored at the **Spring** Goodwill Reception.

1.7.3 The ACBL Goodwill Member of the Year shall receive reimbursement for roundtrip air travel from his/her home to the **Spring** 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, and three days of per diem. The reimbursement will come from the **Norman Kay Fund which will be supplemented by the** ACBL General Fund as needed.

Effective August 1, 2019

Item 191-52: Remuneration of Support Staff and Volunteers

Codification Chapter VIII, Section 4 – Remuneration of Support Staff and

Volunteers be amended as follows:

Section 4 - Remuneration of Support Staff and Volunteers

- 4.1 The Seeding Chair receives free room and free play privileges for the duration of the tournament.
- 4.2 The Goodwill Chair receives airfare, two nights hotel and free play privileges for the ~~duration of the tournament~~ Spring Summer NABC.
- 4.3 The Volunteer Member of the Year for the **Spring** Summer NABC receives airfare, two nights hotel, three days per diem and free play privileges for the duration of the tournament.
- 4.4 Goodwill Member of Year for the **Spring** Summer NABC receives airfare, two nights hotel, three days per diem and free play privileges on Goodwill Day.
- 4.5 Intermediate/Newcomer (up to 20) speakers are paid a set fee (\$75) for speaking to the I/N players.

Effective August 1, 2019