

BRIDGE COMMITTEE

Carman (C)

Aquino, Belford, Heller, Sealy, Steinberg, Zayac

Staff: Weinstein

Date: November 2, 2023

Submitted by: Joann Glasson and Larry Sealy

Input from Committee: N/A

Purpose:

Item Type:

	Discussion Item
x	Motion
	Reconsideration Motion
	Action Item

Item 233-BR01: Regional and Sectional Tournament Sanctioning

Moved that:

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

Section 4 - Tournament Conflicts

4.1 ~~If~~The ACBL Tournament Department will determine whether any previously sanctioned (or traditional date) Regional tournament is within 500 miles of the proposed tournament. This will be done using www.maps.google.com (not “as the crow flies”). If there is a conflict, anticipates a possible conflict with a tournament already sanctioned or a traditional date tournament, the department should immediately notify the person applying for the sanction, the District Tournament Coordinator, and the District President. If there is a conflict within a District, the District will decide whether the new tournament should be sanctioned. If there is a conflict with a Regional in another District but in the same Region, the Regional Director, in consultation with the Presidents of the involved Districts, will decide whether to approve. If there is a conflict with a tournament in another Region, the Regional Directors will consult with the appropriate District Presidents and approve the sanction only if both agree.

4.2 If a District Tournament Coordinator believes that a tournament request is in conflict with one of his District’s tournaments, he must first notify the ACBL

Tournament Department and endeavor to resolve the conflict with the District in question. The District President(s) and any member of the Board of Directors from the Districts involved in a possible conflict will be notified by ACBL management of the possible conflict as soon as ACBL management of the possible conflict as soon as ACBL management is aware of it.

4.3 An Arbitration Panel is established.

4.3.1. Arbitration Panel members, if needed, will be designated by the Executive Director at the time of a disputes.

4.3.2. The Arbitration Panel will consist of five people, two from each zone without the conflict and one from the zone with the conflict. No one from the Districts involved may sit on the Arbitration Panel.

4.3.3. If there is a conflict between two Districts or more in different zones, three people from the third zone and one from each of the two zones with a conflict will be on the Arbitration Panel.

4.3.4. For the selection process, the representative from each zone will pick the members of the Arbitration Panel from their zone as long as their zone is not involved.

4.3.5 The ACBL President or the Vice President will appoint a person from the "conflict" zone to represent those interest.

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

Section 2 - Scheduling Sectional Tournaments

~~2.6 Questions concerning scheduling and other conflicts for Sectionals will be resolved by the Unit(s) and the District organization involved. The ACBL~~
Tournament Department will determine whether there is a conflict with any previously scheduled Sectional or Regional (or traditional date Regional) tournament. This will be done using www.maps.google.com. A conflict exists if it is within 500 miles of a Regional or 250 miles of a Sectional. If there is a conflict and both tournaments are within the same District, the District will make the decision whether to approve the new tournament. If the conflict involves different Districts within the same Region, the Regional Director, in consultation with the Presidents of the involved Districts, will decide whether the new tournament should be sanctioned. If there is a conflict with a tournament in another Region, the Regional Directors will consult with the appropriate District Presidents and approve the sanction only if both agree.

2.7 Districts and Units perceiving a conflict with other Units or Districts must notify ACBL management or the Arbitration Panel within thirty (30) days of the tournament posting on the website.

2.8 When a Unit perceives a conflict between its Sectional and a tournament in another District, the Unit Tournament Coordinator shall work through his District Tournament Coordinator to initiate the processes of conflict resolution in the same manner that Regional conflicts are resolved.

Effective date: Immediately

Estimated cost/savings: NA

History: The 500- and 250-mile distances have been used for decades but not codified.

Discussion:

This change will delineate the distances used, the method of calculating them, and the management of exceptions.

FINANCE COMMITTEE

Lodge (C)

Goodgold, Liddy, Munoz, Overby, Steinberg

Date: November 6, 2023

Submitted by David Lodge and Joann Glasson

Input from Committee: Finance

Purpose: To increase USBF funding from \$50K to \$65K annually.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-FN01: Junior Fund Money

Moved that:

Chapter 1, Section I, Section 4 of the codification be changed to increase the amount of funds provided to the USBF annually from \$50,000 to \$65,000 to cover the increased costs of travel to international events.

**Chapter I - Membership Operating Guidelines
I. Juniors**

Section 4 - Junior Fund Monies

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

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

Effective date: January 1, 2024

Estimated cost: \$15,000

Discussion

In 2023, the USBF sent six teams (two each for U26 and U21, one each for U16 and U26 women) at a cost of \$137,000. An additional three teams (U16, U26 women, and U31) represented the US at the 2023 WYBTC and paid their own expenses to attend.

This amount has been the same for many years and the cost of international travel has increased greatly.

FINANCE COMMITTEE

Lodge (C)

Goodgold, Liddy, Munoz, Overby, Steinberg

Date: November 6, 2023

Submitted by: Mark Aquino

Input from Committee: Review and Input is Requested from the Finance Committee

Purpose: To cap Grass Roots Fund Distribution at \$25K per district per year, and retain in the ACBL General Fund any additional funds over and above the proposed \$25K cap.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-FN02: Grass Roots Fund Distribution

Moved that our annual distribution of Grass Roots Funds be capped at \$25,000 per year per district.

Effective date: Immediately

Estimated costs/savings: At peak pre-pandemic participation levels, this change would have added upwards of \$40,000 a year to the General Fund. At current participation levels, there will be no immediate savings – but also no associated costs.

Discussion:

The Grass Roots Funds were established in 2011 in an attempt to help offset some of district costs associated with conducting NAP and GNT events. These funds were established primarily to help districts subsidize travel expenses of players advancing to the NABC Finals. Current distribution formula was established by a 15-10 vote of the board in New Orleans, March 2015, (Item 151-221). It was never expected that districts would receive as much as some districts have received in the past, and while one district actually received more than \$50K one year, there is no evidence that any district's direct GNT/NAP expenses have ever exceeded the proposed \$25 K limit. In fact, only 2-3 of the ACBL's 25 districts have ever come close to the proposed \$25K cap in the past – and across the board participation has been sustained. An analysis of GNT and NAP attendance suggests that there is no direct correlation between funding levels and participation in District and NABC finals. The participation levels and associated revenues have decreased significantly during the pandemic, and most of the smaller districts' Grass Roots Funds have been depleted. Attendance is increasing and it is hoped that this change

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: October 27, 2023

Submitted by: Jeff Overby, Georgia Heth, and Carlos Muñoz

Input from Committee: Audit

Purpose: To remove Audit Checklist from Codification

Item 233-GV01: Removal of Audit Checklist from the Codification

Moved that:

Reference to ***only*** the Audit Committee Checklist as listed under Appendix 4-D1, and ***only*** the Audit Committee Checklist itself that is included as part of Appendix 4-D1 be removed from the Codification Chapter IV—Board Procedures, D. Committees, Section 1—Committees of the Board, Section 1.2, Audit Committee:

~~ACBL Audit Committee Checklist~~

~~January~~

- ~~—Contact the previous Audit Committee Chairperson (when applicable) to:~~
 - ~~—obtain previous years' minutes;~~
 - ~~—discuss ongoing concerns; and/or~~
 - ~~—ascertain who are the signing officers of all ACBL bank account and the authorized officers to arrange transactions and withdrawals concerning our investments.~~

~~February~~

- ~~—Review audit program with auditor, discuss potential problem areas.~~
- ~~—Receive and review ACBL financial statements and management letter from auditor.~~

~~March~~

- ~~—Make recommendation for appointment of audit firm. Inform auditors that an interim audit performance is expected. Conduct executive session with the auditor.~~
- ~~—Review internal control.~~

~~May~~

- ~~—Ascertain compliance was done with Government regulations and receive proof of filing. Obtain certificate to this effect from auditor.~~

December

- ~~—Review expense account (including credit card charges) of the Executive Director from November 1 of previous year till October 31 of current year.~~

~~Note: The Audit Committee meetings are restricted to the three members of the Audit Committee. Other persons may attend only by the invitation of the Audit Committee Chair.~~

~~The Chair or his designee will store the minutes of the Audit Committee.~~

Ongoing Projects Throughout the Year

- ~~1. Review the Audit Committee Charter at least once a year, reassess the adequacy of this charter and recommend proposed changes to the Board.~~
- ~~2. Consider changes that are necessary as a result of new laws and regulations.~~
- ~~3. Conduct executive sessions with the Executive Director, CFO and legal counsel, if any, annually.~~
- ~~4. Inquire of ACBL management and auditors about significant risks and exposure facing the organization, assess the steps ACBL management has taken or proposes to take to minimize such risks and periodically review compliance with such steps.~~
- ~~5. Review with ACBL management the policies and procedures with respect of officers, key employees and disqualified persons (as defined by IRS code 4958) expense accounts, and perks (including excess benefit transactions) and consider the result of a review of these areas either by the internal auditor or the independent auditor.~~
- ~~6. Review all material written communications between the auditors and ACBL management such as schedule of unadjusted differences.~~
- ~~7. Review ACBL's policy for data retention and discarding of documents.~~
- ~~8. Review the procedures for the receipt, retention and treatment of complaints received by the ACBL regarding accounting, internal accounting controls or auditing matters that may be submitted by any party, internal or external to the ACBL. Review any complaints that might have been received, current status, and resolution, if one had been reached.~~
- ~~9. Ascertain that the Employee Handbook contains proper information for the employees regarding who to contact and the protections offered.~~

Discussion:

The Governance Committee is in the process of updating or where appropriate, rewriting portions of the Codification and proposes the above changes at this time. It is believed that the checklist is better contained in a document which is "private" to the Board. This way it can be modified easily as needed without going through a motion, which is required to change the

Codification. The Charter, which is the predominant portion of Appendix 4-D1, was left in the Codification (**see Item 233-GV02**), after lengthy discussion, as it is an important part of the organization's compliance with best practices for not-for-profit organizations and their financial practices.

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: October 27, 2023

Submitted by: Jeff Overby, Georgia Heth, and Carlos Muñoz

Input from Committee: Audit

Purpose: To modify Audit Committee responsibilities in the Codification

Item 233-GV02: Modification of Audit Committee Responsibilities in the Codification

Moved that:

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

Chapter IV – Board Procedures

D. Committees, Section 1, 1.2, Committees of the Board:

1.2 Audit Committee

1.2.1 The Audit Committee provides independent oversight of internal controls within the ACBL, determines whether there are problems that should be reported to the Board, confers independently with the internal auditors and the independent accountants, reviews non-audit services to be performed by the independent accountants, ~~and~~ determines the fees for audit and non-audit services performed by the independent accountants, ~~and~~ recommends the appointment of outside auditors, **and other such duties as may be relegated to it by the Board of Directors.**

1.2.2 The President nominates, and the Board approves, the chair and members at the beginning of his term. The committee will be comprised of three members of the Board of Directors. ~~who are not currently officers of the Board and who have not been officers during the current year and previous year.~~ **Only one of those persons serving as officers of the Board in the current or prior year shall be eligible to serve on the Committee. No more than one member of the Committee who is not an officer of the Board in the current or prior year shall be concurrently serving on the Finance Committee of the ACBL.**

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

Appendix 4-D1

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

The Audit Committee (the “Committee”) is appointed by the President of the Board of Directors (the “Board”) of the American Contract Bridge League (the “ACBL”). The primary function of the Committee is to assist the Board in fulfilling its oversight responsibilities, primarily through:

- Overseeing ACBL management’s conduct of the ACBL’s financial reporting process and systems of internal accounting and financial controls;
- Monitoring the independence and performance of the ACBL’s outside auditors; and
- Providing an avenue of communication among the outside auditors, ACBL management and the Board.

Composition:

1. The Committee shall have three (3) members at all times, each of whom must be members of the Board independent of ACBL management, as well the ACBL and each of its affiliates. A member of the Committee shall be considered independent if, in the sole discretion of the Board, it is determined that he or she has no relationship that may interfere with the exercise of his or her independent judgment. ~~Those persons serving as officers of the Board in the current or prior year shall not be eligible to serve on the Committee.~~ **Only one of those persons serving as officers of the Board in the current or prior year shall be eligible to serve on the Committee. No more than one member of the Committee who is not an officer of the Board in the current or prior year shall be concurrently serving on the Finance Committee of the ACBL.**
2. If any member of the Committee enters into or develops a relationship that, pursuant to paragraph 1 above, may interfere with the exercise of his or her independent judgment, such member shall have an affirmative obligation to promptly disclose such relationship to the Board.
3. No member of the Committee shall accept any consulting, advisory or other compensatory fee from the ACBL other than in connection with serving on the Committee or as a member of the Board.
4. All members of the Committee shall have a practical knowledge of finance and accounting and be able to read and understand fundamental financial statements or be able to do so within a reasonable period of time after appointment to the Committee.
5. At least one member of the Committee shall have accounting or related financial management expertise, as the Board interprets such qualification in its business judgment.
6. At least one member of the Committee shall not concurrently serve on the Finance Committee of the ACBL.
7. Each member of the Committee shall be appointed by the President of the Board and shall serve until the earlier **event to occurs**; the date on which he or she shall be replaced by the President of the Board, resigns from the Committee, or resigns from the Board. In

making appointments to the Committee, the President shall strive to assure continuity of expertise and shall to that end, if practical, appoint no more than one member per year who has never served on the Committee.

Meetings

1. The Committee shall meet as frequently as circumstances dictate, but no less than one time annually. The President of the Board shall name a chairperson of the Committee, who shall prepare and/or approve an agenda in advance of each meeting. A majority of the members of the Committee shall constitute a quorum. The Committee may meet by telephonic conference. The Committee shall maintain minutes or other records of meetings and activities of the Committee.
2. The Committee shall, through its chairperson, report regularly to the Board following the meetings of the Committee, addressing such matters as the quality of the ACBL's financial statements, the ACBL's compliance with legal or regulatory requirements, the performance and independence of the outside auditors, or other matters related to the Committee's functions and responsibilities.

Responsibilities and Duties

The Committee's principal responsibility is one of oversight. ACBL management is responsible for preparing the ACBL's financial statements and the outside auditors are responsible for auditing and/or reviewing those financial statements.

While the Committee has the powers and responsibilities set forth in this charter, it is not the responsibility of the Committee to plan or conduct audits or to determine that the ACBL's financial statements present fairly the financial position, the results of operations and the cash flows of the ACBL, in compliance with generally accepted accounting principles. This is the responsibility of ACBL management and the outside auditors. In carrying out these oversight responsibilities, the Committee is not providing any expert or special assurance as to the ACBL's financial statements or any professional certification as to the outside auditors' work. The Committee's specific responsibilities are as follows:

General

1. The Committee shall have the power to conduct or authorize investigations into any matters within the Committee's scope of responsibilities. The Committee shall have unrestricted access to members of management and other employees of the ACBL, as well as all information relevant to the carrying out of its responsibilities.
2. The Committee shall, with the assistance of ACBL management, the outside auditors and legal counsel, as the Committee deems appropriate, review and evaluate, at least annually, the Committee's:
 - a. charter;
 - b. powers and responsibilities; and
 - c. performance (including, but not limited to, a review of all Committee obligations to the Board and under this charter).

3. The Committee shall report and make recommendations to the Board with respect to the foregoing, as appropriate.
4. The Committee shall, in addition to the performance of the duties described in this charter, undertake such additional duties as ~~from time to time~~ may be:
 - a. delegated to it by the Board;
 - b. required by law; or
 - c. deemed desirable, in the Committee's discretion, in connection with its functions described in this charter.

The Committee shall be empowered to retain, at the ACBL's expense, independent counsel, accountants or others for such purposes as the Committee, in its sole discretion, determines to be appropriate to carry out its responsibilities.

Internal Controls and Risk Assessment

1. The Committee shall review annually, with ACBL management and the outside auditors, if deemed appropriate by the Committee the effectiveness of or weaknesses in the ACBL's internal controls, including computerized information system controls and security, the overall control environment and accounting and financial controls.
2. The Committee acknowledges the existence of other bridge-related organizations such as the ACBL Educational Foundation, ACBL Charity Foundation and others. Except for transactions directly between the ACBL and such organizations, the Committee shall not be responsible for reviewing or approving financial transactions nor internal audit procedures of such organizations.
3. The Committee shall establish procedures for:
 - a. the receipt, retention and treatment of complaints received by the ACBL regarding accounting, internal accounting controls or auditing matters; and
 - b.** the confidential, anonymous submission by employees of the ACBL of concerns regarding questionable accounting or auditing matters.
4. The Committee shall review major financial risk exposures and the guidelines and policies which management has put in place to govern the process of monitoring, controlling and reporting such exposures. In order to facilitate such review, prior to executing any third party agreements or contracts committing the ACBL to accept significant risks of such party failing to provide goods or services critical to the execution of ACBL's mission, management shall refer any relevant agreements or contract(s) to the Audit Committee together with an explanation of the risks involved.

Outside Auditors; Their Performance and Independence

1. The outside auditors are ultimately accountable to the Board and the Committee, as the representatives of the members of the ACBL. The Committee shall evaluate and recommend to the Board the selection and, where appropriate, the replacement of the outside auditors.
2. The Committee shall:

- a. confer with the outside auditors concerning the scope of their examinations of the books and records of the ACBL;
 - b. review the scope, plan and procedures to be used on the annual audit, as recommended by the outside auditors;
 - c. review the results of the annual audits and interim financial reviews performed by the outside auditors, including:
 - i. the outside auditors' audit of the ACBL's annual financial statements, accompanying footnotes and its report thereon;
 - ii. any significant changes required in the outside auditors' audit plans or scope;
 - iii. any material differences or disputes with ACBL management encountered during the course of the audit (the Committee to be responsible for overseeing the resolution of such differences and disputes);
 - iv. any material management letter comments and ACBL management's responses to recommendations made by the outside auditors in connection with the audit; and
 - v. matters required to be discussed by Statement on Auditing Standards No. 114, as amended (Communications with Audit Committees), relating to the conduct of the audit; and
 - d. authorize the outside auditors to perform such supplemental reviews or audits as the Committee may deem desirable.
3. The Committee shall inquire into any accounting adjustments that were noted or proposed by the outside auditors but were "passed" as immaterial or otherwise.
 4. The Committee shall, if applicable, inquire as to any matters that were referred to the outside auditors' national office relating to accounting policies and/or financial statement disclosure within the ACBL's financial statements and, to the extent deemed appropriate, request an opportunity to address such issues directly with a representative of such national office.
 5. The Committee shall, at least annually, obtain and review a report by the independent auditors' describing:
 - a. the outside auditors' internal quality control procedures; and
 - b. any material issues raised by the most recent internal quality-control review or peer review of the outside auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the outside auditors and any steps taken to deal with any such issues.
 6. Pre-approval by the Committee shall be required with respect to the fees for all audit and other services performed by the outside auditors as negotiated by ACBL management.
 7. The Committee's approval of any non-audit services to be rendered by the outside auditors must be obtained in advance of engaging the outside auditors to render such services. The Committee shall not approve the engagement of the outside auditors to render non-audit services prohibited by law. The Committee shall consider whether the provision of non-audit services is compatible with maintaining the outside auditors' independence, including, but not limited to, the nature and scope of the specific non-audit services to be performed and whether the audit process would require the outside auditors

to review any advice rendered by the outside auditors in connection with the provision of non-audit services.

8. The Committee shall receive from the outside auditors on a periodic basis a formal written statement delineating all relationships between the outside auditors and the ACBL, consistent with the Independence Standards Board, Standard No. 1, regarding relationships and services, which may impact the objectivity and independence of the outside auditors, and other applicable standards. The statement shall include a description of all services provided by the outside auditors and the related fees. The Committee shall actively engage in a dialogue with the outside auditors regarding any disclosed relationships or services that may impact the objectivity and independence of the outside auditors and shall evaluate, after gathering information from ACBL management and other Board members, the performance of the outside auditors and recommend that the Board take action to satisfy itself of the independence of the outside auditors.
9. The Committee shall recommend to ACBL management that current and former professional employees of the outside auditors not be hired to fill positions at the ACBL.
10. The Committee recommends that outside auditors, whose appointment is reviewed annually, be retained ideally for a period of no more than five (5) consecutive years, but in any event may not be retained for a period in excess of ten (10) consecutive years."

Financial Reporting

1. The Committee shall review and discuss:
 - a. the existence of significant estimates and judgments underlying the financial statements, including the rationale behind those estimates, as well as the details on material accruals and reserves and the ACBL's accounting principles;
 - b. all critical accounting policies identified to the Committee by the outside auditors;
 - c. major changes to the ACBL's accounting principles and practices, including those required by professional or regulatory pronouncements and actions, as brought to its attention by ACBL management and/or the outside auditors; and
 - d. material questions of choice with respect to the appropriate accounting principles and practices to be used in the preparation of the ACBL's financial statements, as brought to its attention by ACBL management and/or the outside auditors.
2. The Committee shall review and discuss with outside auditors any transaction involving the ACBL and any related party and any transaction involving the ACBL and any other party in which the parties' relationship could enable the negotiation of terms on other than an independent, arms'-length basis.
3. The Committee shall discuss with the outside auditors any item not reported as a contingent liability or loss in the ACBL's financial statements as a result of a determination that such item does not satisfy a materiality threshold. The Committee may request an annual review from the Finance Committee of the ACBL assessing the risk management policies of the ACBL.
4. The Committee shall review and consider other matters in relation to the financial affairs of the ACBL and its accounts and in relation to the internal and external audit of the ACBL as the Committee may, in its discretion, determine to be advisable.

5. The Committee shall meet at least annually with ACBL management and the outside auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believes should be discussed privately.

Compliance with Laws, Regulations and Policies

1. The Committee shall review with ACBL management actions taken to ensure compliance with any code or standards of conduct for the ACBL which may be established by the Board.
2. The Committee shall review with the ACBL's legal counsel any legal compliance matters, including IRS not-for-profit practices and reporting requirements, and any other legal matters that could have a significant, adverse impact on the ACBL's financial statements.

Discussion:

The Governance Committee is in the process of updating or where appropriate, rewriting portions of the Codification and proposes the above changes at this time. The responsibilities of the Audit Committee have been revised, as have portions of The Audit Charter, which is the predominant portion of Appendix 4-D1. The Charter was left in the Codification after lengthy discussion, as it is an important part of the organization's compliance with best practices for not-for-profit organizations and their financial practices. The Audit Checklist (**see Item 233-GV01**), which is part of the Audit Charter, was deleted from the Codification.

It is proposed to change the composition of the Audit Committee because of the reduction in size of the Board of Directors. These changes would allow for one member of the Finance Committee, one current or prior year's officer (whether or not a member of the Finance Committee) and at least one person who is neither an officer nor a member of the Finance Committee.

The Audit Committee is an important part of the financial checks and balances in the organization. Maintaining the independence of its members is important, but with only 13 members on the Board, and one or more of the members with a strong financial background usually serving as an officer of the Board, it was deemed necessary to allow one officer to serve on the Committee.

Revising the Codification is an iterative process and there are additional changes that need to be made to condense responsibilities of the Audit Committee and other audit-related functions under one logical chapter.

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

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

Moved that:

The relationship between the Board of Directors and the Executive Director be included in the Codification and the appendices containing the Executive Director Employment Agreement and the Executive Director Succession Plan be revised.

Chapter II – Business Management

B. Employees and Consultants

Section 5 – Executive Director ~~Succession Plan~~

- 5.1 **The ACBL Board of Directors shall be responsible for the hiring, oversight, and dismissal of the chief executive in charge of the organization. A general template for employment of this executive is included as Appendix 2-B. The current Executive Director Employment Agreement, along with the applicable Job Description and Separation Pay Guidelines, are retained by the Director of Human Resources. These documents may be reviewed by any member of the Board upon request.**
- 5.2 The Board of Directors shall approve an Executive Director Succession Plan, which shall be maintained by the President and the Director of Human Resources.
- 5.3 This plan shall be used in the event of a vacancy in the Executive Director position due to retirement or b resignation of the incumbent Executive Director; immediate vacancy due to the incapacitation, disability or death of the incumbent Executive Director; termination of the Executive Director; or any other cause of a vacancy in the Executive Director position.
- 5.4 Such plan shall be reviewed at least annually by the Executive Director Review Committee or other authority appointed by the President with approval of the Board and shall be amended from time to time as deemed necessary.
- 5.5 In the event that a new Executive Director needs to be hired, the ACBL President will appoint a Search Committee to research, interview, and recommend a new Executive Director to the Board.
- 5.6 The Executive Director Succession Plan is attached as Appendix 2-~~B~~C to this chapter.

Codification Appendix 2-B
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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

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

Executive's general duties

Devotion of the Executive

Work Location

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

Compensation, Benefits, Performance Review

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

Allowable Business Expenses

Liability Insurance Coverage

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

Compensation upon Termination

Covenants Relating to Executive

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

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

Exhibit A – Job description

Exhibit B – Separation Pay Guidelines

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 6, 2023

Submitted by Joann Glasson

Input from Committee: Governance

Purpose: To honor our Volunteer of the Year, Goodwill Member of the Year and Honorary Member of the Year at the spring NABC Goodwill Reception.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-GV04: Goodwill Committee

Moved that:

The following changes be made to Chapter 1.D of the Codification:

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

Section 1 – Goodwill Committee

1.7 Goodwill Reception

1.7.1 A food and beverage reception for all members of the Goodwill Committee will be held annually at ~~an~~ **the Spring** NABC on Goodwill Day. ~~There will be a Goodwill Reception once every three years in each of the three geographic areas in which NABCs are held: East, Central and West.~~—The budget for this reception will be determined annually.

1.7.2 The Goodwill Member of the Year, the Volunteer of the Year, and the Honorary Member of the Year—all appointed in the fall—will be honored at the annual Goodwill Reception in the **spring of** the following year.

Effective date: January 1, 2024

Estimated cost/savings: N/A

Discussion

Our special members who receive the Goodwill Member of the Year, the Volunteer Member of the Year and the Honorary Member of the Year should be honored at the first possible opportunity during their year, rather than waiting until the summer or the fall NABC to receive their honor.

A motion was presented by Governance and passed in March of 2023 that provided for a rotating location for the annual Goodwill meeting. At the time the goal was to have local volunteers from different parts of the country also honored, but that pales in comparison to the major honorees who have done extraordinary work for the good of bridge.

Our NABCs are scheduled in different parts of the country so there is a certain randomness to the location of the spring NABC. It will not always be in the same part of the country.

Keeping the annual Goodwill Reception at the Spring NABC also provides a special event in both the Spring NABC and the Summer NABC (Hall of Fame) and distributes the expenses of these events more evenly for budgeting purposes, rather than holding them both at the same NABC.

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 7, 2023

Submitted by: Management

Input from Committee:

Purpose: To remove employee policies from the Codification

Item Type:

	Discussion Item
x	Motion
	Reconsideration Motion
	Action Item

Item 233-GV05: Employee and Consultants Codification Amendment

Moved to:

1. Amend Codification Chapter II – Business Management as stated below.
2. Amend Chapter III - Administration of Operation, B. Districts
3. Amend Chapter XIII: General Tournament Information, G. Tournament Directors, Finance and Tournament Assistants
4. Renumber sections as appropriate

Chapter II – Business Management, B. Employee and Consultants

Section 1 – ~~Employment~~

~~1.1—The ACBL shall not engage for compensation, in any capacity whatever, any individual who is a member of the Board of Directors of the ACBL, or a candidate for such position, for a period of one year after serving as a Board member, or as a candidate for such position.~~

~~1.2—Employees of the ACBL are prohibited from campaigning for or against a candidate in the election of Regional Director and Advisory Council Representative. Nothing herein shall be deemed to deprive such employee of his right to vote.~~

~~1.3—**Employee Conflict of Interest Policy**—An employee or a consultant may not engage in any activities, nor accept paid employment or compensation, from any entity that is either~~

~~(1) a subdivision of the ACBL, (2) another bridge organization, (3) a competitor, or (4) a provider of services to ACBL, a subdivision or another bridge organization without first obtaining written permission from the ACBL Executive Director. Any request must be in writing, including a description of the activity and the duties for this entity, the amount of time needed to perform the functions and the term of involvement.~~

~~1.3.1—Should an ACBL employee or consultant act contrary to the general guideline expressed in this conflict-of-interest policy, then it may cause the dismissal of that employee or consultant without any compensation. Furthermore, the person(s) involved may be subject to further penalty and legal action if warranted.~~

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

Section 2—~~Awards and Recognition~~

~~2.1—**Jane Johnson Employee Award.** In the spirit of Jane Johnson, a long-time and much-respected manager of the ACBL Club Department, the Jane Johnson Employee of the Year Award will be given to an ACBL employee who exemplifies extraordinary care and concern for our members.~~

~~2.2—**Jeff Johnston Distinguished Employee Award.** An award shall be established to recognize contributions that are made by an employee that dramatically change the nature of the game or the way the ACBL functions. This award shall be called the Distinguished Employee Award. ACBL management, through the Executive Director, shall recommend to the Board for approval the name of such employee when it deems it appropriate. A plaque designating this award shall be designed and included in a position of honor, and a story about the recipient shall appear in the Bridge Bulletin. The recipient of this award shall receive a plaque and a remembrance of ACBL management's selection not to exceed \$2,500 in value.~~

~~2.3—ACBL management will provide employee recognition and reward programs that encourage and recognize continued excellence and exemplary results.~~

Section 3 – ~~Benefits~~

~~3.1—The following statement shall be included in all future employment agreements and in the ACBL Employee Handbook: “Employees acknowledge that any of the employee benefits provided, including but not limited to health insurance, pension benefits, etc., are not guaranteed to continue through the duration of his/her employment with ACBL. ACBL reserves the right, in the future, to modify or eliminate any of said benefits in its sole discretion. Any benefits provided by ACBL shall not be considered to be a vested right or condition of employment.”~~

- ~~3.2 After three months of employment, employees shall be eligible to apply for educational assistance (covering tuition and books for approved courses taken) up to an amount of \$300 per semester hour, not to exceed \$5,000 annually, provided the courses are directly related to the employee's performance of his/her present job or are related to the employee's potential development in the ACBL.~~
- ~~3.3 An employee must have 20 years of service to earn retiree health care benefits. This benefit is the contribution ACBL makes to the retirees' Medicare supplement. There is no dental. ACBL will contribute 50% of the cost of the Medicare supplement for this group.~~
- ~~3.4 ACBL management will complete annual benefit reviews to ensure coverage reflects the ACBL's commitment to provide employees with progressive and comprehensive benefits within the ACBL's financial capacity and in compliance with legal and regulatory requirements.~~
- ~~3.5 ACBL management can, within its regulatory obligations, discontinue, significantly change, or implement new benefits for current or previous employees based on its financial capacity and commitment to provide progressive benefits to its current and retired employees.~~

CHAPTER II – BUSINESS MANAGEMENT, C. 401K & Canadian Registered Retirement Savings Plans

Section 1 – 401K Retirement Plan

- 1.1 ACBL employees are eligible to serve as trustees of the ACBL 401(K) Retirement Plan. At least two of the three 401(K) trustees will be members of the ACBL Board of Directors.
- 1.2 Operational management and administration of the ACBL's 401K Retirement Plan shall be the sole responsibility of ACBL management with support and financial direction from the plan's Board-appointed trustees as defined in Section 1.1 above.

Section 2—Canadian Employee Retirement Benefits

- ~~2.1—The ACBL will maintain a Canadian Group Registered Retirement Savings Plan (RRSP) for the benefit of the full-time employees residing in Canada equivalent to the U.S. plan. Any change to the corresponding U.S. plan will be mirrored in Canada.~~
- ~~2.2—Employee contributions shall be received via payroll deduction~~
- ~~2.3—Operational management and administration of the ACBL's Canadian Group RRSP will be the sole responsibility of ACBL management with qualified legal guidance to~~

~~ensure compliance with Canadian law.~~

Chapter III - Administration of Operation, B. Districts

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

Chapter XIII: General Tournament Information, G. Tournament Directors, Finance and Tournament Assistants, Section 1 - Duties, Responsibilities and Remuneration

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

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

Effective date: January 1, 2024

Estimated cost/savings: None

Discussion:

The Employee Handbook is a living, online document. Employment policies may change due to updates to employment laws, leadership discretion, and financial impact/expense savings. Employees are notified by email when policies are added, changed or deleted.

See attached Action Item.

STANDARD OPERATING PROCEDURE
HUMAN RESOURCES
EMPLOYEES AND CONSULTANTS

Effective January 1, 2024

Action Item for Management by action of the BOD November 2023: By January 1, 2024, update the ACBL Handbook or provide as an appendix to the handbook the following information removed from the Codification. This should be provided to new employees and current employees at the discretion of management.

Employee Handbook

The ACBL shall not engage for compensation, in any capacity whatever, any individual who is a member of the Board of Directors of the ACBL, or a candidate for such position, for a period of one year after serving as a Board member, or as a candidate for such position.

Employees of the ACBL are prohibited from campaigning for or against a candidate in the election of Regional Director and Advisory Council Representative. Nothing herein shall be deemed to deprive such employee of his right to vote.

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

Employee Conflict of Interest Policy - An employee or a consultant may not engage in any activities, nor accept paid employment or compensation, from any entity that is either (1) a subdivision of the ACBL, (2) another bridge organization, (3) a competitor, or (4) a provider of services to ACBL, a subdivision or another bridge organization without first obtaining written permission from the ACBL Executive Director. Any request must be in writing, including a description of the activity and the duties for this entity, the amount of time needed to perform the functions and the term of involvement.

Should an ACBL employee or consultant act contrary to the general guideline expressed in this conflict-of-interest policy, then it may cause the dismissal of that employee or consultant without any compensation. Furthermore, the person(s) involved may be subject to further penalty and legal action if warranted.

ACBL Management must provide the following statement for all future employment agreements and in the ACBL Employee Handbook: “Employees acknowledge that any of the employee benefits provided, including but not limited to health insurance, pension benefits, etc., are not guaranteed to continue through the duration of his/her employment with ACBL. ACBL reserves the right, in the future, to modify or eliminate any of said benefits in its sole discretion. Any

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 9, 2023

Submitted by: Advisory Council

Input from Committee: Governance

Purpose: To update the codification to include the correct definition of “not in good standing” and to update all references thereto.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-GV06: Good Standing

Moved that: The Codification and the Code of Disciplinary Regulations be amended as follows:
Codification

Chapter I — Membership

A. Membership

Section 2 – Definitions and Rights of ACBL Membership

2.3 Definition of Member in Good Standing

2.3.1 An ACBL member shall be deemed to be in “good standing” when such member's dues, if dues are required, are current and such member is not currently:

- a. expelled;
- b. serving a term of suspension;
- c. serving an indefinite probation;
- d. serving a probation, the initial term of which was 24 or more months; or
- e. serving a term of probation following a suspension, the initial term of which probation was in excess of 90 days.

A person to whom any of a, b, c, d, or e applies, or who has resigned to avoid possible disciplinary action (cf., Code of Disciplinary Regulations § 409(A)) and whose membership has not been reinstated, shall be “not in good standing” regardless whether he or she is still an ACBL member.

2.3.2 A ~~member~~ **person** who is not in good standing shall not be entitled to:

- a. serve in any elected or appointed position in the ACBL;
- b. receive any subsidy or remuneration from the ACBL;
- c. participate in and receive recognition for achievement in masterpoint races;
- d. receive recognition for achievement in masterpoint rank promotion;
- e. have an article published on the ACBL website or in any ACBL publication;

- f. vote in any election in which the general membership is the electorate;
- g. serve as a club manager or Director;
- h. participate in events where such participation is prohibited by the conditions of contest;
- i. vote in a Hall of Fame election; and/or
- j. membership on the Goodwill Committee.

D. Goodwill, Ethics and Zero Tolerance

Section 1 – Goodwill Committee

1.3 Suspension or removal from the Goodwill Committee

- 1.3.1 A Goodwill Committee appointment is a lifetime appointment as long as the member is ~~a member~~ in “good standing”. (See Codification, Part 1, Chapter I – Membership, A. Membership, Section 2 – Definitions and Rights of ACBL Membership, subsection 2.3.1.) If a member loses good standing status, the member’s Goodwill Committee appointment shall be removed. Upon regaining good standing status, a member shall not automatically be reinstated to the Goodwill Committee but is eligible for renomination to the committee. Expulsion from the ACBL, suspension for Chapter 1, D Rev. 12/19 one year or longer or probation for two years or longer will result in permanent removal from the Goodwill Committee.

Chapter V – Charity, Foundations and Special Funds

A. Administration and Policy Regarding Charity

Section 2 – ACBL Charitable Recognition Award

- 2.3 The ACBL Charitable Recognition Award is a lifetime right as long as the member is ~~a member~~ in good standing. If a recipient loses good standing status, the recipient’s ACBL Charitable Recognition Award shall be removed. Upon regaining good standing status, a recipient shall not automatically be reinstated. Expulsion from the ACBL, suspension for one year or longer or probation for two years or longer will result in permanent removal of the ACBL Charitable Recognition Award. This section also shall apply to appointments to the National Charity Committee, which has been replaced by this award.

Code of Disciplinary Regulations

Definitions

member in good standing

An ACBL member shall be deemed to be in “good standing” when such member’s dues, if dues are required, are current and such member is not currently:

- ~~1~~**a.** expelled;
- ~~2~~**b.** serving a term of Suspension;
- ~~3~~**c.** serving an indefinite Probation;
- ~~4~~**d.** Serving a Probation, the initial term of which was 24 or more months; or
- ~~5~~**e.** serving a term of Probation following a Suspension, the initial term of which was more than 90 days.

A person to whom any of a, b, c, d, or e applies, or who has resigned to avoid possible disciplinary action (cf., Code of Disciplinary Regulations § 409(A)) and whose membership has not been reinstated, shall be “not in good standing” regardless whether he or she is still an ACBL member.

A ~~member~~ **person** who is not in good standing (as defined herein) shall not be entitled to:

- ~~1~~**a.** serve in any elected or appointed position in ACBL;
 - ~~2~~**b.** receive any subsidy or remuneration from ACBL;
 - ~~3~~**c.** participate in Masterpoint races;
 - ~~4~~**d.** receive recognition for Masterpoint rank promotion;
 - ~~5~~**e.** publish an article in any ACBL publication;
 - ~~6~~**f.** vote in any election in which general membership is electorate;
 - ~~7~~**g.** serve as a club manager or director;
 - ~~8~~**h.** participate in events where such participation is prohibited by **the** Conditions of Contest;
 - ~~9~~**i.** vote in a Hall of Fame election; and/or
 - ~~10~~**j.** membership on the Goodwill Committee.
- (reprinted in ACBL Codification, Chapter 1, § 2.3.1-2.3.2)

Effective date: Immediately

Estimated cost/savings: zero

Discussion: The codification refers to “good standing status” but does not define that term. While in most cases it is clear what is meant, there are two potential reasons for confusion:

First, as now written the provisions in § 2.3.2 excluding “members not in good standing” from certain privileges and statuses do not apply to those who, because they have resigned their membership, are not members at all. It would be unfortunate if a former member who resigned to avoid discipline were able successfully to dispute the application of one of § 2.3.2’s exclusions, when those same exclusions would apply had the person remained a member and been disciplined.

Second, there has been discussion about whether plyers should be, for example, removed from the top lifetime masterpoint list for being “not in good standing”. (Cf., DI232-BR01) Some believe that removal may be appropriate for discipline serious enough to result in one of the punishments listed in § 2.3.1a-e but not appropriate for failure to remain current with dues or

service fees payments. As written the codification does not clearly distinguish between the two situations, thus hampering efforts clearly to discuss what may or may not be appropriate with respect to such removal.

This motion, by clarifying that those who are “not in good standing” for disciplinary reasons are excluded from, e.g., masterpoint races, while not applying that exclusion to those who have not paid their dues, would allow management to remove disciplined players (if it judged that to be practical) from, e.g., the top lifetime masterpoint list while not doing so for members who have fallen behind in dues payments. Note that the provision is not specifically *intended* to cause anyone’s removal, but mandatory removal seems to be the implication of the current provision and at the moment it seems to apply even to those whose dues are not current. The change is written to cause no change in exclusions except to all the treatment of nonpayment of dues differently.

This motion makes no other substantive changes; it merely provides a definition of “not in good standing” that is separate from whether a person is a member, and then amends all other references in the Codification to align with the new definition.

The change to the Code of Disciplinary Regulations is merely the inclusion of a corrected quote, from the Codification, in the CDR’s Definitions section. (The quoted section is currently misnumbered and contains an inadvertent omission; these errors are corrected.)

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 9, 2023

Submitted by: Advisory Council

Input from Committee: Governance

Purpose: To update the codification to include the correct definition of “not in good standing” and to update all references thereto.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-GV07: CDR Good Standing re: Club Officers

Moved that: Codification Chapter I — Membership, Part A. Membership, Section 2 — Definitions and Rights of ACBL Membership, § 2.3.2 be amended as:

2.3.2 A ~~member~~ **person** who is not in good standing shall not be entitled to:

- a. serve in any elected or appointed position in the ACBL;
- b. receive any subsidy or remuneration from the ACBL;
- c. participate in and receive recognition for achievement in masterpoint races;
- d. receive recognition for achievement in masterpoint rank promotion;
- e. have an article published on the ACBL website or in any ACBL publication;
- f. vote in any election in which the general membership is the electorate;
- g. serve as a club manager or Director, **or in any other club administrative capacity;**
- h. participate in events where such participation is prohibited by the conditions of contest;
- i. vote in a Hall of Fame election; and/or
- j. membership on the Goodwill Committee.

... and that the provision in the “Definitions” section of the Code of Disciplinary Regulations that quotes this portion of the Codification be amended accordingly.

Effective date: Immediately

Estimated cost/savings: zero

Discussion: The motion is substantively the same as 232-GV01, which was submitted at the Summer meetings by Jonathan Steinberg on behalf of the District 1 Board of Directors. The resubmittal is offered on the assumption that the Board will already have passed the separate

motion clarifying that persons are “not in good standing” when one of the punishments listed in § 2.3.1 has been imposed or the person has resigned to avoid discipline; as some opposition to that motion arose from ambiguity in § 2.3.1, this motion is an attempt to offer a “pure” version of the substance of that motion.

The Discussion section for 232-GV-01 read as follows:

2.3.1 of Section 2.3, Definition of Member in Good Standing in this same chapter of the Codification states that:

“An ACBL member shall be deemed to be in “good standing” when such member's dues, if dues are required, are current and such member is not currently: a. expelled; b serving a term of suspension; c. serving an indefinite probation; d. serving a probation, the initial term of which was 24 or more months; or e. serving a term of probation following a suspension, the initial term of which probation was in excess of 90 days.”

District 1 does not believe that a “Member not in Good Standing” should have any administrative role in any sanctioned club. The integrity of the Club, Unit, and District can be called into question if a person deemed “not in good standing” has such a role. Including this additional phrase in the Codification reinforces the message we give to newer players and others whom we want to join our ranks that we want to practice active ethics.

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 9, 2023

Submitted by: Cindy Shoemaker on behalf of the Membership Building Task Force

Input from Committee: Finance

Purpose: To revise the Codification Chapter III - Administration of Operations - A. Units - Section 1 - Unit Jurisdiction and Relationship to ACBL, Section 2 - Unit Requirements and Section 3 - Unit Responsibilities and Privileges to reflect a change in how the full dues payments and Life Master Service Fees are allocated to Units.

Item Type:

	Action Item
	Discussion Item
X	Motion

Item 233-GV08: Unit Rebate Allocation

Move that: the Codification Chapter III - Administration of Operations - A. Units - Section 1 - Unit Jurisdiction and Relationship to ACBL, Section 2 - Unit Requirements and Section 3 - Unit Responsibilities and Privileges be amended as follows:

Section 1 - Unit Jurisdiction and Relationship to ACBL

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

1.4 The application for and acceptance of a conditional charter constitutes an agreement to the following:

1.4.1 The relationship between the ACBL and each of its chartered Units is that of independent organizations. This relationship shall not create any association, joint venture, partnership or agency relationship of any kind between a Unit and the ACBL.

1.4.2 A Unit shall bear sole and complete responsibility and liability for its financial affairs. On an annual basis, any excess of Unit revenues over expenditures shall remain under the control of this Unit. This Unit also shall bear sole and complete responsibility for any deficit of Unit revenues over expenditures.

1.5 A Unit must be organized and operated in accordance with the purposes of the ACBL.

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

1.7 A Unit must adopt bylaws that are consistent with those of the ACBL and file a copy with the ACBL.

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

1.7.2 It is ACBL policy that Unit bylaws and any subsequent amendments, deletions or additions be approved by the Unit's membership.

1.8 Unless expressly agreed to in writing, neither a Unit nor the ACBL is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting its activities; or to represent to any third party that either is an agent of the other.

1.14 9 A ~~u~~Unit may not levy dues in the form of assessments or otherwise.

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

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

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

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

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

Section 2 – Unit Requirements

2.1 A Unit must meet the following ACBL requirements to receive and maintain its conditional ACBL charter:

2.1.1 Hold an annual membership meeting.

2.1.2 Produce an annual financial statement and make it available upon request to its District President and to any of its members.

2.1.3 Elect a Unit Board of Directors in accordance with its bylaws.

2.1.4 Select a designated Unit Electronic Contact (UEC).

2.1.5 Designate a member to serve as a liaison with the ACBL for the purpose of furthering educational programs.

2.2 Although not required by its charter, a Unit is strongly encouraged to:

2.2.1 Appoint an internal audit committee to, at a minimum, verify cash and cash equivalents and test major income and expense items or conduct an annual audit of their financial records.

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

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

3.1 A Unit functions as an organization chartered by the ACBL. In accordance with its charter, a Unit:

3.1.1 Supervises and promotes many aspects of ACBL bridge within its boundaries.

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

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

3.2 As an organization chartered by the ACBL, a Unit has certain privileges. A Unit may:

3.2.1 Conduct Sectional tournaments. Conduct Regional and/or NABC tournaments when authorized by the District.

3.2.2 Conduct up to 24 Unit Championship sessions per year.

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

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

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

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

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

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

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

3.3.5 Create and/or maintain a Unit website and provide email capabilities to actively communicate with members. .

~~3.43.46~~ Conduct other activities in keeping with its purposes.

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

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

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

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

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

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

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

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

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

3.6 A Unit must comply with the requirements set forth in Section 2 - Unit Requirements. ~~above.~~ Failure to do so will result in an initial penalty of the

withholding of a Unit's ~~share~~ percentage of membership dues and service fee rebates until it is in compliance, ~~with this regulation~~. Continuation of non-compliance may result in further action up to and including revocation of the Unit's charter.

Effective date: March 31, 2024. This end date will provide adequate time for management to solidify processes and to ensure that effective and consistent communication/messaging to Units and to stakeholders can occur.

Estimated cost/savings: Due to a shift to a performance-based model, we can only speculate as to the amount Units will receive beyond the 5 percent base allocation. However, the projection for the 2024 budget is that ACBL will spend 11 percent overall for the year.

Discussion: This motion proposes that Units automatically receive 5 percent, rather than the 11 percent, of full dues payments and Life Master Service Fees paid by their members annually to grow and to retain membership within their respective Units.

Management will define and implement a program where Units may earn up to an additional 10 percent of full dues payments and Life Master Service Fees based on performance, i.e., reducing the percentage of members that lapse during each calendar year and increasing the percentage of new members recruited during each calendar year.

This motion provides management with the flexibility to define the program.

To foster success, management will continue to provide Units with the "Return to the Fold" reporting tool which includes lapsed and at-risk member contact information, provides the ability to email each with a click of a button, a script for personal, consistent messaging and a dropdown menu to select and report reason(s) for non-renewal or for continuing membership.

Management will provide opportunities for Unit boards to receive further explanation on how to use the reporting tool and to ask additional questions pertaining to the defined program. Best practices, a basic telemarketing script and links to current ACBL incentive programs such as CAP and ACBL Recruiter will be provided.

Management will provide the Board with program progress communications to ensure transparency and input moving forward.

GOVERNANCE COMMITTEE

Hennings (C)

Belford, Heller, Overby, Goodgold, Shoemaker, Zayac

Date: November 3, 2023

Submitted by *Barbara Heller and Jeff Overby:*

Input from Committee:

Purpose: To provide clear communication between all Committees and the ACBL Board and an accurate record of matters discussed and acted upon by those Committees on behalf of the ACBL Board.

Item Type:

X	Action Item
	Discussion Item
	Motion

AI233-GV01: Committee Meetings Transcription

Moved that management and committee chairs work to develop procedures to transcribe their meetings electronically and archive them for the Board of Directors to access for informational review. Once this procedure has been developed it could be referenced in the Codification under Chapter IV – Board Procedures, D. Committees Section 7- Management of Committees

Effective date: *This action should be begun immediately, upon development of the procedures and notification to each of the Committees and no later than the first special meeting called in 2024.*

Estimated cost/savings: *N/A* because recording services are widely available.

Discussion:

As we move to a body of 13 and rely on our Committee structure to handle more of the work with the operations of the ACBL, it is important that we keep the lines of communication open and stay aware of what is being discussed at their meetings. Even if no action is taken, the discussions will help guide us as we make policies that affect the ACBL.

benefits provided by ACBL shall not be considered to be a vested right or condition of employment.”

After one year of employment, employees shall be eligible to apply for educational assistance (covering tuition and books for approved courses taken) up to an amount of \$300 per semester hour, not to exceed \$5,000 annually, provided the courses are directly related to the employee’s performance of his/her present job or are related to the employee’s potential development in the ACBL.

An employee must have 20 years of full-time service to earn retiree health care benefits. This benefit is the contribution ACBL makes to the retirees’ Medicare supplement. ACBL will contribute 50% of the cost of the Medicare supplement for this group. ACBL management will complete annual benefit reviews to ensure coverage reflects the ACBL’s commitment to provide employees with progressive and comprehensive benefits within the ACBL’s financial capacity and in compliance with legal and regulatory requirements.

ACBL management can, within its regulatory obligations, discontinue, significantly change, or implement new benefits for current or previous employees based on its financial capacity and commitment to provide progressive benefits to its current and retired employees.

ACBL employees are eligible to serve as trustees of the ACBL 401(K) Retirement Plan. At least two of the three 401(K) trustees will be members of the ACBL Board of Directors.

Canadian Employee Retirement Benefits

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

Employee contributions shall be received via payroll deduction

Operational management and administration of the ACBL’s Canadian Group RSSP will be the sole responsibility of ACBL management with qualified legal guidance to ensure compliance with Canadian law.

Employee Recognition

Employee recognition programs that encourage and recognize continued excellence and exemplary results will be determined and established by ACBL management.