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# POLICY MANUAL

August 10, 2023

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## **MISSION STATEMENT**

It shall be the policy of the Huntsville Area Association of REALTORS® that the following statement will serve as the Mission Statement:

*To inform, influence, and empower a thriving real estate market by focusing on education, advocacy, and connections.*

## **MEMBER HARRASSMENT OF AN EMPLOYEE**

### **HARRASSMENT POLICY**

Section 14 under Article VI of the NAR Model Bylaws.

Section 14. Harassment. Any member of HAAR/ValleyMLS may be reprimanded, placed on probation, suspended, or expelled for harassment of an HAAR/ValleyMLS employee or HAAR/ValleyMLS officer or director after an investigation in accordance with the procedures of HAAR/ValleyMLS. As used in this section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the president, and president-elect and/or vice president and one member of the board of directors selected by the highest-ranking officer not named in the complaint, upon consultation with legal counsel for HAAR/ValleyMLS. Disciplinary action may include any sanction authorized in HAAR/ValleyMLS's Code of Ethics and Arbitration Manual. If the complaint names the president, president-elect, or vice president, they may not participate in the proceedings and shall be replaced by the immediate past president or, alternatively, by another member of the board of directors selected by the highest-ranking officer not named in the complaint.

### **HARRASSMENT OF HAAR/VALLEYMLS STAFF**

Harassment is illegal conduct and is contrary to the policy of HAAR/ValleyMLS. As used in HAAR/ValleyMLS policy, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment.

### **COMPLAINT PROCEDURE**

Any employee who believes that he/she has suffered harassment by any member of HAAR/ValleyMLS must bring the problem to the attention of the President or Executive Vice President. The complaint does not have to be in writing; however, it is recommended, it is helpful if details of dates, times, places, and witnesses, if any, to the harassment alleged can be provided.

All complaints will be investigated promptly and with strictest confidentiality by an investigatory team comprised of the President, President-Elect and/or Vice President and one (1) member of the Board of Directors selected by the highest-ranking officer not named in the complaint after consultation with legal counsel for HAAR/ValleyMLS. If the complaint involves the President, President-Elect and/or Vice President, they shall be replaced on the investigatory team by the immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest-ranking officer not named in the complaint.

Both the complainant and the accused will be provided with a full opportunity to present their cases. Witnesses interviewed will be provided only with such information as is necessary to elicit from them their observations and other relevant information.

Disciplinary action against any member found to have harassed an HAAR/ValleyMLS employee may consist of any sanction authorized in the *Code of Ethics and Arbitration Manual*, such as verbal or written warning, probation, suspension, or termination depending on the gravity of the incident. Prior incidents of similar behavior shall be taken into consideration when determining the appropriate disciplinary action. Such a decision shall be made by the investigatory team.

Clear, strong, and convincing shall be the standard of proof by which alleged allegations of harassment are determined. Clear, strong, and convincing shall be defined as that measure or degree of proof which will produce a firm belief as to the validity of the allegations sought to be established.

It is contrary to the policy of HAAR/ValleyMLS for a member to retaliate against any employee who files a charge of harassment. All possible steps will be taken to eliminate the possibility of retaliation resulting from the filing of a complaint.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint. While this is in no way intended to discourage employees, who believe they have been the victim of harassment from bringing a complaint, HAAR/ValleyMLS recognizes that a charge of harassment can cause serious damage to the personal reputation and professional career of the accused.

## GOVERNANCE

### RULES OF ORDER

*Robert's Rules of Order*, Latest Edition, shall be recognized as the authority governing the meetings of the Association, its Board of Directors, and Committees, in all instances wherein its provisions do not conflict with these Bylaws.

### BOARD OF DIRECTORS

The Board of Directors shall consist of:

- a. The Leadership Team
- b. The immediate Past President who shall serve for a term of two (2) years.
- c. Voting Directors—An elected Director shall serve for a term of three (3) years and may serve no more than two (2) consecutive terms and is not eligible to serve again (elected or appointed) for at least two (2) calendar years after that Director has left office. Thirteen (13) total directors shall be elected by the membership of the Association at large. One half (1/2) of the Directorate shall be elected annually from a pool of REALTORS®, with the exception that one (1) of the above- referenced Voting Directors shall be elected from the Affiliate membership.
- d. There shall be one (1) non-voting reciprocal Director between the Huntsville Area Association of REALTORS® and the Huntsville/Madison County Builder's Association with each organization selecting such Director.
- e. Annually, each Chapter appoints/elects ex-officio voting member to serve a one (1) year term on the Huntsville Area Association of Realtors Board of Directors. As the liaison between the Board of Directors and the Chapter, the Chairman will ensure effective communication within the Association.
- f. The acting Chief Executive Officer shall serve on the Board of Directors as a non-voting ex-officio, and a member of the Leadership Team.

### LEADERSHIP TEAM

The elected and appointed officers of the Association and the immediate past president shall constitute the Leadership Team, which shall have such authority as the Board of Directors may from time to time grant it, consistent with these Bylaws. The President shall serve as the Chairman of the Leadership Team. They shall be elected to serve for terms of one (1) year.

The elected officers of the Association shall be as follows:

- A President
- A President- Elect
- A Vice President

To be considered for position, it is recommended, but not required, that the candidate have served as a HAAR Board of Director for at least one (1) term.

The appointed officers of the Association shall be as follows:

- A Treasurer (two (2) year term)
- A Chairperson of the Multiple Listing Service (one (1) year term)
- A Co-Chairperson of the Multiple Listing Service (one (1) year term)
- The Chief Executive Officer (during contract term) as a non-voting ex-officio.

***These appointments are made by the Board of Directors.***



## OFFICER POSITIONS

**The President** shall preside at its meetings and those of the Board of Directors and shall perform all the duties of the President subject to declared policies and as required, subject to confirmation of the Board of Directors.

**The President Elect** shall preside in the absence of the President and shall perform all the duties of President Elect subject to declared policies and as required.

**Vice President** shall preside in the absence of the President and President Elect and shall perform all the duties of Vice President subject to declared policies and as required.

**Treasurer** shall be custodian of the funds of the Association, shall keep an accurate record of all receipts and disbursements, and shall provide to all Members of the Board of Directors a quarterly statement of all accounts and financial seal and shall affix the same to all documents requiring such seal.

**Chair, Multiple Listing Service** shall preside at its meetings and those of the Board of Directors and shall perform all of the duties of the Chair of the Multiple Listing Service subject to the declared policies as required, subject to confirmation of the Board of Directors.

**Co-Chair, Multiple Listing Service** shall preside in the absence of the Chair and shall perform all of the duties of the Chair subject to declared policies as required.

## OFFICER DUTIES DEFINED

### PRESIDENT

Shall serve as Chairperson of the Board of Directors and the Leadership Team.

1. The President shall attend meetings of the State Association, National Association, Industry Conferences, and any other meetings approved by the Officers and Directors, pursuant to the travel policy.
2. Have knowledge of parliamentary rules.
3. Appoint committee chairpersons, subject to confirmation by the Board of Directors, for all Association work groups for the year of his/her presidency.
4. The President shall be an ex-officio Member of all standing committees except the Officer & Director Qualifications Committee, Professional Standards, and Grievance Committees and shall be notified of their meetings.
5. The President shall appoint, subject to confirmation by the Board of Directors and work groups as he/she may deem necessary.
6. Two months prior to the annual election of Officers and Directors, the President, with the advice and consent of the Board of Directors, shall appoint the Officer & Director Qualifications Committee. (see appointment procedure of the LDQRC below)
7. The President, with the approval of the Board of Directors, shall appoint an Election work group of three (3) REALTOR® Members to conduct the annual election.
8. Review the previous year's committee and work group reports.

### **PRESIDENT ELECT**

The President Elect shall perform such duties that are assigned by the President and shall preside in the absence of the President.

1. Plan programs and speakers for the Association Meetings.
2. Meet and introduce guest speaker at the Association Meetings.
3. Have knowledge of parliamentary rules.
4. The President Elect shall attend meetings of the State Association, National Association, Industry Conferences, and any other meetings approved by the Officers and Directors, pursuant to the travel policy.
5. Be involved in as many work groups as possible to gain understanding of how the Association works.
6. Represent HAAR as the reciprocal affiliate representative at the Huntsville/Madison County Home Builders Association meeting.
7. Elected liaison to all Governmental Affairs, ARPAC, and Community Relations work groups and initiatives.
8. Serve as the Leadership Team representative on the Finance Committee.
9. Serve on the Leadership Team

### **VICE PRESIDENT**

The Vice President shall perform such duties as are assigned by the President and shall preside in the absence of the President and President Elect.

1. Elected liaison to all Professional Development and Communications work groups and initiatives.
2. Have knowledge of parliamentary rules.
3. The Vice President shall attend meetings of the State Association, National Association, Industry Conferences, and any other meetings approved by the Officers and Directors, pursuant to the travel policy.
4. Serve on the Leadership Team.

### **TREASURER**

The Treasurer, appointed by the board of directors, shall be the custodian of the funds of the Association and shall keep an accurate record of all receipts and disbursements for a term of two (2) years. The Treasurer shall provide to all members of the Board of Directors, at minimum, a quarterly statement of all accounts and financial affairs for the Association. The Treasurer shall:

1. Serve as Chairperson of the Finance Committee and oversee the budget implementation.
2. Sign checks as needed.
3. Have knowledge of parliamentary rules.
4. Manage special requests in consultation with the Finance committee and present recommendations to the Board of Directors.
5. Budget: With input from the Finance Committee and staff, prepare a budget for the upcoming year for:
  - Presentation to the Board of Directors in August-September
  - Presentation to General membership in October or at annual meeting.
6. Provide financial reports to the Board of Directors and to Membership prior to their respective meetings.
7. Financial Knowledge: Financial management (or comparable) experience preferred.

#### **CHAIR, MULTIPLE LISTING SERVICE**

1. The Chair of the Multiple Listing Service will be appointed by the board of directors for a term of one (1) year. It is recommended, but not required, that the immediate past co-chair of the Multiple Listing Service, fill this role if appointed by the board of directors.
2. If no HAAR Past President is willing to serve, any HAAR director who has served for a minimum of two-terms (4-years) are eligible to apply to the ODQRC for this position.
3. Will serve as Chairman of the MLS. The Chairman of the MLS presides at MLS General Membership Meetings and MLS Officers and Directors Meetings.
4. Will have knowledge of parliamentary rules.
5. The Chairman shall attend meetings of the State Association, National Association, Industry Conferences, and any other meetings approved by the Officers and Directors, pursuant to the travel policy.
6. Recommend appointments of MLS committees.
7. Serve on the Leadership Team

#### **CO-CHAIR, MULTIPLE LISTING SERVICE**

1. The Co-Chair of the Multiple Listing Service is appointed by the board of directors for a term of one (1) year. It is recommended, but not required, that immediate past president of HAAR, willing to serve, fill this role if recommended by the Officer & Director Qualifications Committee.
2. If no HAAR Past President is willing to serve, any HAAR director who has served for a minimum of two-terms (4 years) will be eligible to apply to the ODQRC for this position.
3. In absence of the Chairperson, the Co-Chairperson of the MLS, shall preside at MLS General Membership Meetings and MLS Board of Directors meetings.
4. Will have knowledge of parliamentary rules.
5. The Co-Chairperson shall attend meetings of the State Association, National Association, Industry Conferences, and any other meetings approved by the Board of Directors, pursuant to the Travel Policy.
6. Assist the Chair in the appointments of MLS Committees.
7. Serve on the Leadership Team.

#### **VOTING PRIVILEGES / MEMBERSHIP**

Voting privileges will be extended to the Membership at-large of the Huntsville Area Association REALTORS® with respect to the following:

1. Bylaws revisions or amendments.
2. Non-budgeted expenses exceeding \$25,000.
3. Multi-year contracts with an expense exceeding \$25,000; and
4. Any Policy items whereby Membership approval is specifically denoted and required.

To the fullest extent permitted by law, all governing bodies of the Association may conduct business by electronic means instead of meeting in person.

#### **OFFICER AND DIRECTOR'S RESPONSIBILITIES**

The Officers and Board of Directors shall:

- Learn about the Association – its mission, strategic plan, programs, policies, operations, finances, challenges, and opportunities.
- Read the Bylaws and Rules and Regulations.
- Participate in the new board member orientation program.

- Continue to stay informed during your service on the Board. Learn something new about the Association each month.
- Attend all Board meetings. Be involved in as many committee and work group meetings as possible. Be attentive during meetings; save the texts and phone calls for the breaks. Come prepared to participate in discussions and make decisions. Review the agenda and any supporting materials prior to the start of the meeting and make notes.
- Participate responsibly in Board, committee, and work group meetings. Know the basic operation of Roberts Rules of Order.
- Directors will serve as liaisons, appointed by the President, to the association workgroups and committees. Liaisons will provide a connection between the board of directors and workgroup and committees.
- Respect fellow board members and their time. Keep to the agenda and avoid digressions that do not move the Association forward.
- Support the decisions of the Board. Whenever a decision is made, it is the decision of the board.
- Question it in private with the Board if you must but support the decision that is made before the staff, the volunteers, and the public.
- Use any special skills or training you may have to further the work of the board and the Association.
- If the Association has staff or paid consultants in your area of expertise, treat them with respect.
- Express professional disagreement in a way that moves the discussion forward. Your fellow board members may rely on your expertise so be careful in the opinions that you give. You may not consider yourself to be an expert, but your fellow board members may. Distinguish your personal opinions from your professional ones when sharing them with the board.
- Accept committee and work group assignments and make the most of your committee and work group service. Recognize that not everyone can be on the “fun” work group. The Association is served by the work of all its work groups. Encourage committee and work group rotations.
- Accept the non-governance responsibilities that come with service on the board – attend social and other functions sponsored by the Association when your schedule allows, communicate with others about the work of the Association and show your support for the Association when talking with others.
- Follow all conflict of interest and confidentiality policies of the Association. Err on the side of reporting even potential conflicts. Do not ask for favors or special treatment.
- Do not take on more responsibility than you can reasonably manage given your business demands, family, and other social and volunteer commitments. You will be a more effective volunteer if you do one or two assignments well and do not spread yourself too thin.

## **FINANCES**

The Fiscal and elective year of the Association shall be the calendar year.

- Provide financial support to the Association according to your ability. Assist with fundraising efforts.
- Be financially literate. Be able to read and understand the financial reports used by your association. Know the Association's financial situation and review the annual financial Audit. Understand the budget in terms of the dollars but also how the funds are being allocated.
- Understand what decisions are being made as to the operation of the Association when you approve a budget each year. Establish a policy on how performance against the budget will be measured and how budget adjustments will be handled.
- Understand policies on board travel, meeting expenses and reimbursements.
- Follow the policies and hold other board members to them too.

## **PERFORMANCE**

- Annually assess the performance of the Board as a whole and your own performance as a Board member.
- Identify areas in need of improvement and acknowledge those things that are going well.
- Aid those board members who are not meeting the expectations of the board. Do not be afraid to ask board members to leave if they are not meeting the expectations of the board and show no sincere interest in doing so.
- Annually assess the performance of the Association as a whole. Review the strategic plan and objectives for the years ahead and adjust as needed. Coordinate the strategic plan with the budget and ensure that adequate resources are provided to achieve successful results.

## **STAFF**

- Understand your role as a director and the roles of staff and other volunteers in the governance and operation of the Association.
- Respect the Chief Executive Officer's position and responsibility to manage the staff.
- Take up any complaints with the Chief Executive Officer.
- Give recognition and praise to the staff when it is due.
- Do not ask the staff to support your pet projects.
- Do not say negative things about other board members to the staff.

## **LEADERSHIP**

- Participate in the active recruitment, selection, and orientation of new board members.
- Encourage continuing education for all board members and participate in the programs.
- Serve as a mentor for a new board member when you are ready.
- Help to identify and cultivate new leaders on the Board.
- Participate in the Board leadership if you can do so.

## **PAST PRESIDENTS**

Past Presidents are a special resource and shall serve as advisors to the President, Association leadership, and staff, and shall meet as needed.

## **SOCIAL MEDIA POLICY FOR VOLUNTEER LEADERS**

The Huntsville Area Association of REALTORS® (HAAR) and ValleyMLS.com use social media as an integral part of our communications strategy and recognize that our volunteer leaders, members, media outlets, and consumers also use social media as part of their role or in their private lives. As such, we have created written policies with guidelines on the acceptable use of social media for volunteer leaders who are the face of the organization.

HAAR/ValleyMLS.com encourages the responsible, thoughtful use of social media. The purpose of this policy is to set out what is expected from volunteer leaders when using social media.

### **We are all ambassadors of the organization, and while social media is personal, it is not private.**

This policy is solely for volunteer leaders and aims to:

- Give clear guidelines on what volunteers can say about the organization.
- Help volunteers draw a line between their private lives and their volunteering.
- Create dialogue online in a respectful environment.
- Protect HAAR/ValleyMLS.com against liability for the actions of volunteers.
- Be clear about sensitive issues such as monitoring and explain how problems with inappropriate use will be addressed.

## **POLICY STATEMENT**

HAAR/ValleyMLS.com recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on topics related to the Association on many social media platforms.

This policy aims to protect individuals volunteering with us in any role and to encourage you to take responsibility for what you write, and exercise good judgment and common sense.

Inappropriate use of social media can pose risks to our reputation, confidential and proprietary information, and can jeopardize our compliance with legal obligations. To minimize our risk and ensure that our resources are being used appropriately, we expect volunteer leaders to adhere to this policy.

## **SCOPE AND PURPOSE OF THE POLICY**

This policy deals with the use of all forms of social media, including Facebook, YouTube, Twitter, Instagram, Snapchat, and **all** other social networking sites, blogs, and internet postings.

This policy extends to the use of social media both for volunteer and personal purposes, as often they are very closely related. The policy applies regardless of where social media is accessed and if equipment used is personal or owned by HAAR/ValleyMLS.com.

All volunteers are expected to be familiar with this policy and adhere to it.

If volunteer leaders are found to be in violation of this policy, the Leadership Team will address it. This may include the required removal of any internet posts deemed to be in breach of this policy.

#### **GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA**

The following sections of the policy provide volunteers with common-sense guidelines and recommendations for using social media responsibly and safely.

We want to help protect your business reputation. Volunteers must not post disparaging or defamatory statements about:

- Huntsville Area Association of REALTORS® (HAAR)
- ValleyMLS.com
- HAAR/ValleyMLS.com staff, clients, volunteers, or members (past or present);
- Suppliers and vendors; and
- Other affiliates and stakeholders.

Volunteers should also avoid social communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

Volunteers are personally responsible for what they communicate in social media (as part of their role or on personal sites). Remember that what you publish might be available to be read by the masses, including REALTOR® members, colleagues, volunteers, future employers, and social acquaintances for a long time. Keep this in mind before you post content.

- There is no obligation for volunteers to link their personal social media to any HAAR/ValleyMLS.com social media; however, it is encouraged that when posting professional/association information, you do so when appropriate.
- HAAR/ValleyMLS.com encourages you to thoughtfully consider your message prior to posting, whether it is of a personal or professional nature.
- Volunteer leaders are not permitted to set up social media accounts for volunteer-related purposes (ex. including your volunteer title in your name).
- If you disclose your affiliation as a volunteer of HAAR/ValleyMLS.com, you must also state that your views do not represent those of the organization you are volunteering with. For example, you could state, “the views in this posting are my own and do not represent the views of Huntsville Area Association of REALTORS® or ValleyMLS.com.” You should also ensure that your profile and any content you post are consistent with the image you present to those you work with as part of your volunteering role.
- Extra care by officers and spokespersons: HAAR/ValleyMLS.com officers and spokespersons shall always conduct themselves as professional representatives of the organization and should understand that their personal online activity and commentary can be construed as speaking for the organization, due to the nature of their positions. Accordingly, extra care must be taken.
- Content and tenor of online activity should model the same decorum displayed during official Association appearances, meetings, or events.

- Never post anything threatening, harassing, bullying or defamatory or that could be disparaging to others based on race, gender, disability, religion, sexual orientation, political affiliation, or any status protected by law or organizational policy.
- Respect confidentiality always and protect confidential information. Confidential information includes things such as unpublished details about our work, details of current projects, future projects, financial information, or information held on our supporters, staff, or volunteers.
- If you see content in social media that disparages or reflects poorly on HAAR/ValleyMLS.com or our stakeholders, you should report it to the President and/or CEO. All volunteers are responsible for protecting our reputation. (08/2020)

### **ANNUAL TRAINING OF HAAR LEADERSHIP**

The incoming HAAR President will annually, not later than December 31<sup>ST</sup> schedule and facilitate an orientation to be conducted prior to year-end to be attended by all members of the HAAR Board of Directors, HAAR Officers and Chairs and Vice Chairs of all work groups who will serve the year following.

The purpose is to ensure that the participants are fully aware of HAAR/ValleyMLS Bylaws and Policies, ValleyMLS.com Rules and Regulations, Committee Policies, Roberts Rules of Order, and the responsibilities assigned to those serving in each position.

The governance of the HAAR Association and ValleyMLS.Com will be stressed. **The Association is owned by its membership.** The governing body which represents the membership is the Board of Directors. HAAR Officers serve under the direction of the BOD; any actions recommended by the Officers/Executive Committee must be approved by the BOD. The prime interest of the membership must always be the focus of the BOD. The Association staff, including the Association Executive, serve at the pleasure of the BOD and may contribute their expertise upon request by the BOD.

Emphasis will be placed on the commitment of each person to his/her assigned role(s) as well as attendance at appropriate meetings and consequences of unexcused absences.

Leadership will be reminded of their responsibility to be present at all meetings, events, and activities where they can connect with the membership. They will be expected to be fully involved in meeting topics and refrain from paying attention to electronic devices during all meetings.

Time will be set aside for the person leaving a position to mentor his/her successor by providing lessons learned, expectation of any challenges, recognition of accomplishments that have been achieved and suggestions on how to build on former successes. The status of any planned actions which have not been completed will be passed along for consideration/implementation.



During the Orientation each attendee will be provided a checklist of responsibilities for each role they will serve. At this time attendees should ask for clarification of any topic that is not clearly understood.

Upon completion of the orientation, it will be the responsibility of each participant to ensure that he/she is fully aware of their duties and the governing rules of the HAAR Association so that he/she can serve effectively. Any person who has concerns regarding the time involved or his/her ability to meet the demands of the position should decline a leadership role.

## **ELECTION OF THE OFFICERS AND DIRECTORS**

### **OFFICERS & DIRECTORS QUALIFICATIONS & RECOMMENDATIONS COMMITTEE (ODQRC)**

At least two **(2)** months prior to the annual election, the President, with the advice and consent of the Board of Directors, shall appoint the ODQRC. The ODQRC shall consist of:

- The five **(5)** most immediate Past Presidents willing to serve
- And two **(2)** Members from the general membership at large. The two (2) members from general membership cannot be from the same company.
- The two members from the general membership are to be nominated by membership and voted on at the regular June meeting.
- The chairperson of the ODQRC shall be the Past President preceding the immediate Past President. The immediate Past President shall serve as the co-chair of the committee.
- The committee shall meet at a designated and announced time and place in order that the Members may appear before them to offer nominations.
- Five (5) of the seven (7) Members must be present at the meeting in order to conduct committee business. (03-12).
- The committee will interview all candidates who submit an application for Officer & Director.
- The committee will determine a set of core questions that will be asked of all candidates.
- The committee will recommend candidates to the membership for open officer and director positions.
- Recommended candidates will receive correspondence of their recommendation before the general membership.
- Calls will be made to all candidates not receiving a recommendation by the committee.
- The Member will be notified 2 weeks prior to the meeting of ODQRC. (12/2020)

### **RESPONSIBILITIES**

- The ODQRC shall select one **(1)** or more nominees for each office and each position to be filled on the Board of Directors. *There shall be no required or implied right of succession from one (1) office to another, with the exception the office of the President Elect.* However, no individual may be placed in nomination unless and until that individual has approved such nomination and has agreed to serve if elected.
- The report of the ODQRC shall be electronically transmitted to each Member eligible to vote at least 3 weeks preceding the election.

- Additional candidates for officers to be filled may be placed on the ballot by petition signed by at least twenty percent (20%) of the REALTOR® Members. Additional candidates for the board of directors to be filled may be placed on the ballot by petition signed by at least 10 percent (10%) of the REALTOR® Members. No more than fifty percent (50%) of required signatories may be Members of the same company. The petition shall be filed with the Association Executive at least two **(2)** weeks before the election, with at least one **(1)** week written notification to the membership. (12/2020)

### **ELECTION WORK GROUP**

The President, with the approval of the Board of Directors, shall appoint an Election Work Group of three REALTOR® Members to maintain oversight of the election. Two members will constitute a quorum.

The election shall:

- Verify the results of the Officers and Directors elections, both electronically and by paper ballot.
- Oversees notifying candidates of the election results.
- Complete verification by Noon on the day following the election and shall notify candidates immediately following.

The Work Group will meet in July and conduct the following:

- Determine what directors are not eligible for re-election. These results will be presented as an FYI at the next meeting of the Officer and Directors.
- Review Election Timeline and approve for the HAAR Officer and Director elections.

Any questions or concerns regarding the election will go to the Election Work Group. (07-16)

## **ELECTION & NOMINATION PROCEDURES**

### **NOMINATION PROCEDURE**

To be considered for nomination an application must be filled out. No handwritten applications will be accepted. The application will use a digital form that will be digitally submitted along with a digital photo. The info submitted will be given to the ODQRC and put on the ballot if nominated. The HAAR Officer and Director applications are each single source digital documents that go to the ODQRC and are on the ballot. No other supporting documents will be accepted. The digital application packet will include: 1) Letter from CEO on importance of volunteering, 2) Election Fact Sheet (explaining process and dates) 3) Link to Digital Application (07-16)

### **ELECTION OF VICE PRESIDENT AND PRESIDENT-ELECT**

- The election of the Vice President & President-Elect shall take place beginning 9 a.m. on the Friday preceding the annual meeting and ending at 5 p.m. on Monday preceding the annual meeting.
- Election shall be online or by paper ballot, except where there is no contest.
- Online balloting shall be available to Members during the entire election period.

- Paper balloting shall be available during the Association’s normal business hours on Friday and Monday.
- The ballot shall contain the names of all nominees and the offices for which they have been nominated, and each office shall be voted on separately.
- If more than two (2) names are placed in nomination for an office and no one receives a majority of the votes cast, there will be a re-balloting for that office between the two (2) nominees receiving the highest number of votes.
- If there is a tie for the second place on the ballot, the names of the nominees tying will also be entered in the re-balloting.
- Re-balloting will be held on Wednesday prior to the annual meeting with a twenty-four (24) hour notice given to membership.
- Re-balloting will continue as necessary until one (1) nominee is elected by receiving a majority of the votes cast. (04-03).

**ELECTION OF THE BOARD APPOINTED OFFICERS**

The Treasurer, and Chair, & Co-Chair of the Multiple Listing Service – shall take place at the board of directors meeting in the month preceding the annual membership meeting.

The election of these board appointed officers will be by secret ballot of the voting HAAR Officers & Directors and certified by the Election Committee.

**ELECTION OF DIRECTORS**

The election of Directors shall take place beginning at 9 a.m. on the Friday preceding the annual meeting (October) and ending at 5 p.m. on Monday preceding the annual meeting.

- Those nominees, equal to the number of positions to be filled, receiving the highest number of votes will be elected to these positions.
- Election shall be online or by paper ballot, except where there is no contest. Online balloting shall be available to Members during the entire election period. Paper balloting shall be available during the Association’s normal business hours on Friday and Monday.
- The ballot shall contain the names of all the nominees. Names on voting ballots shall be in alphabetical order by last name. No ballot shall be counted unless the number of individuals voted for equals the number of Directors to be elected. This information is to be noted on the ballot. (4-03)
- *In the event there is a tie vote for the last position to be filled, there will be re-balloting held on Wednesday prior to the meeting with a twenty-four (24) hour notice given to membership.*

*The nominee receiving the highest number of votes will be elected to the last position.*

**ELECTION OF NATIONAL DIRECTOR**

The ODQRC shall submit candidates to the Board of Directors for recommendation to the National Association of REALTORS®. Those eligible to serve as a National Director are:

- The HAAR President, concurrent with the year of service

- Those persons who have been a primary REALTOR® Member of the Huntsville Area Association of REALTORS® (HAAR) for at least three (3) consecutive years immediately prior to election and who have certified in writing or will do so, a desire to serve as a Director of the National Association of REALTORS® and who meet the requirements set by the HAAR Board of Directors.

Any vacancy occurring for any reason during a one (1) year term of office shall be filled by the Directors by electing a qualified Member to fill the unexpired term only. (8/18)

### **TRANSITION POLICY**

In Transition to 13 elected directors, the policy transition workgroup recommends a clean slate of available director seats for the 2020 election cycle. All members interested in serving on the board of directors in 2020 will submit an application to the ODQRC.

- 12 elected directors from the REALTOR membership will be elected by the membership.
- 1 elected director from the Affiliate membership will be elected by the membership.
- To maintain staggered board terms of service, the 6 elected directors receiving the highest number of votes in the 2020 election will serve for two-years.
- The next 6 highest vote getters in the 2020 election will serve for one year.

At the end of each of these terms, directors may run for re-election, as allowed based on term limits (no director shall serve more than 3 consecutive terms, before taking a break for 2 years from the board. (12/2020)

### **CHIEF EXECUTIVE OFFICER**

The Board of Directors may employ and fix the salary of a Chief Executive Officer, who may in turn employ one (1) or more assistants. In addition to his/her other duties, the Chief Executive Officer shall keep the records of the Association and carry on all necessary correspondence with the National Association of REALTORS® and the Alabama Association of REALTORS®. The Chief Executive Officer shall have the authority to hire, supervise, evaluate, and terminate other staff, if any, and shall perform such other duties as prescribed by the Board of Directors. (1/05)

### **BOARD OF DIRECTOR VACANCIES**

- Vacancies among the Officers and Directors shall be filled by the Board of Directors, in Executive Session, until the next annual election, or at its option, a special election may be called to fill the vacancy.
- Any appointment to an unexpired Director position that exceeds 12 months shall fall under the definition of term limits as stated under Governance Policy- Board of Directors.

### **ABSENCES BY BoD AND COMMITTEE MEMBERS**

- Absence from three regular meetings of the Board of Directors shall be construed as resignation from that point forth.
- The above requirements apply to all Directors including those who are serving as Past President.
- Excluded from the above requirement is the non-voting reciprocal Director representing the Huntsville/Madison County Builder's Association.

- Per Committee and Work Group Policy, committee and work group members may not have more than two absences. Any member serving on a committee by virtue of position may continue to attend committee meetings but will lose all voting privileges.
- Notices of absences, late arrivals, or early departures to be reported (by email or phone call) as soon as possible to one of the following:
  - ✓ The Chief Executive Officer
  - ✓ President of the HAAR and/ or the President of ValleyMLS.Com.
  - ✓ Staff Liaison to the Officers and Directors(1-22)

### **REMOVAL OF OFFICERS AND DIRECTORS**

In the event an Officer/Director is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the Officer/Director may be removed from office under the following procedure:

- A petition requesting the removal of an Officer/Director, signed by not less than one-third (1/3) of the voting membership or a majority of all Directors, shall be filed with the President, or if the President is the subject of the petition, with the next ranking Officer, and shall specifically set forth the reasons for disqualification of further service.
- Upon receipt of the petition the Board of Directors shall select a committee of five (5) elected Officers/Directors to serve as a Hearing Panel. Their duty shall be to study the charges as set forth in the petition to determine the validity of such charges. The person who is the subject of the petition shall have the right to be heard by the Hearing Panel. Upon hearing the charges, the Hearing Panel may do one (1) of the following:
  - ✓ Dismiss the charges that the Hearing Panel deems to be unjustifiable, or
  - ✓ Send the petition to the membership for their action as outlined in (C) and (D) below.
- Not less than twenty (20) days nor more than forty-five (45) days after the decision of the Hearing Panel, a special meeting of the voting membership of the Association shall be held, and the sole business of the meeting shall be to consider the charges against the Officer/Director who is the subject of the petition and to render decision on such petition.
- The special meeting shall be noticed to all voting Members at least ten (10) days prior to the meeting and shall be conducted by the President of the Board unless the President's continued service in the office is being considered at the meeting. In such case, the next ranking Officer will conduct the meeting. Provided a quorum is present, a three-fourths (3/4) vote of the Members present, and voting shall be required for removal from office.

### **VOTING PROCEDURES AND USE OF THE PREMISES**

#### **ELECTION PROCEDURES**

- Three weeks prior to the elections of Officers and Directors, an announcement of the upcoming election will be sent by HAAR via email to all Realtor® members eligible to vote (members in good standing at the Association, i.e., with no outstanding financial obligations), excluding members that have opted out of emails.

- At the same time a notification will be prominently displayed on the HAAR and ValleyMLS.com Home Page to run continuously until the election results are posted on same. Additionally, a popup message on ValleyMLS.com will be displayed.

\*Note: The results of bounce back emails will be an indicator of incorrect email addresses and/or a full email account.

- Two weeks prior to the elections of Officers and Directors, a second email announcing the upcoming election will be sent by HAAR to all Realtor® members eligible to vote (members in good standing at the Association, i.e., with no outstanding financial obligations). The message will not contain the names of candidates. The purpose is to reflect delivery receipt.\*

\*Note: While the report reflects the number of members the email was delivered to, who opened/read the message is at the discretion of the member.

- A report of any bounce backs will be provided by HAAR to determine if the email address is valid or if the mailbox is full. HAAR/Election Work Group will attempt to review and correct as many bounce back emails as soon as possible. Upon notification by HAAR of completion of review/corrections, HAAR will resend the email to those members to verify delivery receipt.
- The third submission by HAAR will be the official ballot with the link to vote as well as each member's username and password.
- The members selected to serve on the Election Work Group will convene at 9:00 a.m. on the Tuesday following the close of the election to review the results of the online voting and any paper ballots.
- All candidates will be notified by Noon on the same day of his/her selection, non-selection, or tie/run-off. Results will be posted after all candidates have been notified. Additionally, Results will be announced at the appropriate membership meeting. (12/2020)

## **RUN OFFS**

When a run-off election is necessary, the members who are eligible to vote will be provided a 24-hour notice of such with the ballot following on Wednesday.

- The Election Work Group will convene no later than 9:00 a.m. on Thursday following the run-off election to review online results and any paper ballots.
- All candidates who were on the run-off ballot will be notified of the results prior to the Membership meeting that is held that day.

## **ELECTION RULES**

At any time, an election is held, or a vote is cast, it shall be against the Association's policy for any person to:

- Attempt to intimidate voters (whether in-person, text messaging, email, social media or online) through the use or threat to use force, coercion, violence, restraint or undue influence, or to impede or prevent the free exercise of any voters; or
- Interfere with the orderly conduct of any election or vote or within 150 feet from any entrance to the HAAR building or at any HAAR/ValleyMLS sponsored function.

- Use a past or present officer, past or present board member, staff, or REALTOR member's name in campaign materials without the prior written consent of that member; or
- Picket, hold demonstrations, distribute literature, or place signs within 150 feet from any entrance to the HAAR building or at any HAAR/ValleyMLS sponsored function.
- Any past or present officer, past or present board member, or REALTOR member may endorse a candidate while following campaign rules and social media policy.
- All candidates for office must abide by the HAAR/ValleyMLS social media Policy for Volunteer Leaders. – See social media Policy for Reference.

The association strongly opposes the abuse of member email and phone numbers for use of SPAM related to the campaign. In accordance with the Can-SPAM act, candidates must offer an OPT-OUT feature from campaign emails, robocalls, and text messages. The association does not provide a downloadable member roster as part of membership.

Candidates for Officer and Director elections will meet with the Elections Committee and CEO following their nomination to the office to acknowledge receipt by signing for the campaign rules, campaign penalties and social media policy.

Any member who violates election rules will be subject to a fine of up to \$500 and/or additional disciplinary action as determined by the elections workgroup and approved by the board of directors. Upon a 2<sup>nd</sup> offense, the candidate will be removed from balloting for a minimum of 2 years. (12/2020)

## **MEETING POLICY**

### **QUORUM**

A quorum for the transaction of business at a general or called membership meeting will be the REALTOR® Members present at regular or called meeting.

### **MEMBERSHIP MEETING**

The Huntsville Area Association of REALTORS® membership meeting is held on Thursdays following the New Member Orientation at the Association office.

- Lunch is served at 11:30 AM followed by the business meeting beginning at 12 noon.
- Reservations are required.
- Reservations may be made online, by phone or e-mail.
- Standing reservations are sold throughout the year. Those holding a standing reservation can give their seat to someone if they cannot be in attendance.
- Online reservations are cut off on Wednesday at noon, but phone and e-mail reservations remain open until all open seats are filled.
- Walk-ins will be seated only if space is available.

## **DOOR PRIZES**

- Door prizes are accepted from affiliates and members.
- These door prizes are turned in to HAAR staff members before the meeting.
- REALTORS® and affiliate members have a separate door prize box.
- Drawings for the door prizes are held at the end of the meeting from business cards placed in drawing boxes before the meeting begins.

## **ANNUAL MEETING**

The annual meeting of the Association shall be held during October of each year. The date, place, and hour shall be designated by the Board of Directors.

## **MEETING OF DIRECTORS**

The Board of Directors shall designate a regular time and place of meetings. Absence from three (3) regular meetings shall be construed as resignation from that point forth. A majority of the Directors shall constitute a quorum.

## **OTHER MEETINGS**

Meetings of the Members may be held at such other times as the President or the Board of Directors may determine, or upon the written request of at least ten percent (10%) of the Membership.

## **NOTICE OF MEETINGS**

Seating set up of rooms for the Board of Directors and Membership Luncheons will be at the direction of the HAAR President.

- Written notice shall be given to every member entitled to participate in the meeting at least 7 days preceding all meetings.
- In the event of a special-called meeting, the notice shall contain a statement of the purpose of the meeting.
- Written notice shall be considered given to every Member the day after a notice is mailed or delivered electronically to the Designated REALTOR® Members of the Association at most current addresses of their various offices and, unless directed otherwise by the Board of Directors, placed upon the computer system bulletin board. (07-13) (2-18)

## **ACTION WITHOUT MEETING**

### **ATTENDANCE BY TELEPHONE**

Members of a committee or work group may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall be at the discretion of the President and shall constitute presence at the meeting.



## COMMITTEE AND WORK GROUPS

### COMMITTEES

The President shall appoint from among the REALTOR® Members, subject to confirmation by the Board of Directors, the following committees:

- Finance
- Grievance
- Professional Standards
- Officer & Directors Qualifications Committee
- **Finance Committee** shall be composed of the President Elect, Treasurer, and six (6) REALTOR® Members who shall be appointed to serve for three (3) year terms and staggered so that two (2) members are appointed each year. The Treasurer shall serve as Chairman of the Finance Committee.
- **Professional Standards Committee** shall be composed of up to forty (40) members from whose membership hearing panels will be selected in accordance with the procedures established within the *Code of Ethics and Arbitration Manual* as said manual may, from time to time, be amended. Amended 8/21
- **The Grievance Committee** shall be composed of up to nine (9) members and function in accordance with the procedures established within the *Code of Ethics and Arbitration Manual* as said manual may, from time to time, be amended. Appointments will be for three (3) year terms with appointments staggered so that approximately one-third (1/3) of the committee membership is appointed each year.
- **Officers & Directors Qualifications and Recommendations Committee** shall be composed of the five (5) most immediate Past Presidents willing to serve and two (2) Members from the general membership at large. The chairman of the ODQRC shall be the Past President preceding the immediate Past President. The immediate Past President shall serve as the co-chair of the committee. (12/2020)
- The President shall be ex-officio, non-voting member of all standing committees except the Officer & Director Qualifications Committee, Professional Standards, and Grievance Committees and shall be notified of their meetings

### WORKGROUPS

The President, in consultation with the Leadership Team, shall appoint work groups, subject to confirmation by the Board of Directors, to execute the association's strategic plan initiatives and association programs. Or any such special work groups as he/she may deem necessary.

All work groups shall be of such size and shall have such duties, functions, and powers as may be assigned to them by the President or the Board of Directors, except as otherwise provided in these Policies.

**AWARDS WORK GROUP**

In order to comply with AAR Policies and Procedures to nominate candidates for AAR Awards, the HAAR President will nominate an Awards Work Group, annually, no later than 1 June.

- The work group of 5-7 nominees that will serve, will be approved by the Board of Directors.

The Following are the awards and deadlines for which a nominee may be named:

<u>Award</u>	<u>Deadline to AAR</u>
David B. Roberts Award	on/before 1 Aug
Robert Jemison Award	on/before 1 Aug
Omega Tau Rho Award	on/before 1 Aug
Mickey Phillips’ Realtors® for Children Award	on/before 1 Aug
Harriett Isaacson Excellence in Education Award	on/before 1 Aug
Robert C. Meeks ARPAC Award	on/before 30 Nov*

\*A responsibility of the ARPAC and Governmental Affairs work group’ chairs.

Eligibility will be based on the criteria outlined in Policies and Procedures of the current Alabama Realtors Leadership Directory.

The work group will meet promptly to consider eligible candidates and submit a nominee for each award for which there is an eligible candidate to AAR before the deadline. A chair will be selected from the work group members if not named previously by the HAAR President.

HAAR staff will provide records of years of service and work groups, events, activities, etc. reflecting local participation. Additional service at the state and national level may be obtained from AAR.

The Chair will contact AAR on the due date to confirm receipt of nominees from HAAR and will encourage nominees to attend the meeting where the award will be presented.

**HAAR AFFILIATE OF THE YEAR**

The Affiliate of the Year Award will recognize individuals and their company for their contribution of time and capital, primarily during the current year, toward the betterment of the Association members.

Affiliate Members/Member Benefits Partners of HAAR will be eligible to be nominated.

A nomination request form will be sent to all HAAR members requesting the nomination of an affiliate who deserves this honor along with the justification. After receipt of nominations, each nominee will receive a detailed form to enter their contributions.

Upon receipt of the nominee responses, the HAAR Awards Work Group (named by the HAAR President annually by 1 June and approved by HAAR O&D) will review the entries and select the person to receive the award. The Awards Work Group will be responsible for recommending to the HAAR O&D the event/meeting where the Affiliate of the Year will be recognized.

#### **HAAR REALTOR OF THE YEAR SELECTION POLICY**

Annually a HAAR member will be selected to be recognized as HAAR Realtor® of the Year. The recipient will be selected by the most recent past five Realtor® of the Year recipients willing and available to serve on the selection work group.

The Award recognizes the Realtor® who has contributed the most to the real estate profession, to fellow REALTORS® and to the community at large during the career of the nominee.

(The incumbent President of the Association is ineligible during the year of Presidency.)

The local selection work group will meet two times during the selection process. The meeting will be chaired by the recipient named two years previous. The committee will be provided a list of current O&D members, a list of past Realtor® of the Year recipients, current and past lists of committee participation and any other support documents needed.

After consideration of qualifications, the committee will nominate candidates, typically the top two to three whose contributions are most deserving of recognition.

The Work Group Chair will call each person who has been nominated to let them know of the nomination and that they will be receiving a form to submit their information for further consideration. The names of the nominees will be kept secret except the staff liaison will be given the names to transmit the Realtor® of the Year form to each. The form will be sent to all candidates immediately along with the deadline set by the committee for return of the form.

Each candidate should submit detailed data outlining their contributions. Information submitted is the sole responsibility of the candidate and any recommendation from other Realtors® or staff will not be considered.

Upon receipt of nominees' response, the staff liaison will email them to the Realtor® of the Year Work Group members.

The Work Group will reconvene as scheduled at the initial meeting and vote. The Work Group may choose to vote via SECRET ballot. The votes will be counted by the Chair and the candidate receiving the most votes will receive the award.

The staff liaison will ensure the name of the honoree and his/her completed form is received by the Alabama Association of Realtors® no later than 1 August to be considered, along with nominees from other associations in the state, for selection as the Alabama Realtor® of the Year.

The staff liaison will schedule the announcement of the Realtor® of the Year at the next membership luncheon (typically August) and will invite the recipient's family members to attend. Family members will be asked not to disclose the candidate's selection to anyone.

The Award will be presented by the previous recipient of the Realtor® of the Year Award. Should that recipient be unable to present the Award, the next most recent recipient will make the presentation.

The person named HAAR Realtor® of the Year will be encouraged to attend the annual AAR Convention where all association recipients are recognized and one named as AAR Realtor® of the Year.

#### **HAAR SUPPORT OF CANDIDATES FOR PUBLIC OFFICE**

Prior to an election, a candidate selection work group of no less than 7 members will be named by the HAAR President and approved by the Board of Directors to serve for the election cycle.

Being a REALTOR® or an Association member does not insure the endorsement of the Huntsville Area Association of Realtors.

All candidates will be considered through the selection process and a determination made based on, but not limited to, their stance on issues affecting the real estate industry and private property rights.

Recommendation of candidates to be endorsed will be submitted to the HAAR Officers and Directors for final approval.

#### **EDUCATION**

##### **HSRE ON SITE/LIVE CLASSES**

Mission: The mission of the Huntsville Area Association of REALTORS School of Real Estate is to provide high-quality education courses to Real Estate licensees for ongoing professional competency.

School Hours of Operation/Calendar: The administrative staff hours of operation are: M-F 9:00a.m. – 5:00p.m. (CST). Email support is available during normal business hours. HAAR School of Real Estate staff office is closed in recognition of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth Freedom Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas. On occasions, the office may close early due to inclement weather or on the day prior to a holiday.

Enrollment HAAR members may enroll in a live HAAR School of Real Estate course at any time by going to their MLS dashboard at <https://valleymls.clareityiam.net/idp/login> and clicking the “Register Class” button, and completing the registration for classes. All others may register by calling our office at 256-536-3334. Occasionally there may be limited seating or a registration deadline; if so, that information will be included in the registration info.

### **CLASSROOM MANAGEMENT**

Ensuring an appropriate learning environment in the classroom is an essential responsibility of the HAAR School of Real Estate and its instructors. Class rules will be clearly stated and enforced to eliminate distractions and provide a professional atmosphere that is conducive to learning. For Alabama Real Estate Commission (AREC) approved Continuing Education classes, we will follow all AREC rules.

### **ATTENDANCE POLICY**

Sign-in sheets will be used to verify students’ attendance. The sign-in sheet should have a heading that includes the date and time, title of the course, and the instructor’s name. Students’ signatures should be on the sign-in sheet as well as the student’s correct license number.

Students are required to attend 100% of the continuing education courses in order to get credit. Continuing education students may not miss any of the course offering and receive credit for the course. Any students that arrive late will be informed that they may stay for the material but will not be given continuing education credit. The 100% attendance rule includes the arrival after a meal or break.

### **BREAKS**

Breaks are allowed for 10 minutes per 50 minutes of instruction. This may be modified if the class is in agreement and does not exceed the allowable time away from instruction. For example, it is permissible to take two 15-minute breaks instead of three 10-minute breaks during a three-hour course. It is suggested that breaks be taken to alleviate the need for students to leave the classroom during instruction. Well-timed breaks help students to maintain attention and re-energize for better focus.

### **STUDENT BEHAVIOR AND PARTICIPATION**

Students are required to give the instructor their full attention during class and not engage in activities unrelated to the instruction. Inappropriate behavior during class includes using electronic devices for personal or business purposes, holding conversations with other students unless directed to do so by the instructor, and reading material not provided by the instructor. An orderly and respectful environment should be created and maintained throughout the class. Credit may be denied to a student who does not honor the rules of the classroom.

## OVERVIEW OF OUR PROGRAMS

Huntsville Area Association of REALTORS School of Real Estate will regularly offer any courses required by the Alabama Real Estate Commission (AREC) and the National Association of Realtors (NAR) Code of Ethics.

Other classes will be offered throughout the year based on need and interest. Anyone interested in a specific course can contact the Professional Development Department to express interest.

## DESIGNATION AND CERTIFICATION COURSES

- Accredited Buyer Representative (ABR)
- e-Pro
- Military Relocation Specialist (MRP)
- Certified Residential Specialist Courses
- Seller's Representative Specialist (SRS)
- Short Sales and Foreclosures Resource (SFR)
- Senior Real Estate Specialist (SRES)
- Graduate REALTOR Institute (GRI) –partnered with the Alabama Association of REALTORS
- Real Estate Negotiation Expert (RENE)

If you are interested in a specific course, please contact the Professional Development Department to express your interest.

## REFUND POLICY

- **Registered and Paid Before Day of Class:** If you call or email to let us know you will not be able to make it to the class, then we will cancel your registration thus putting a credit on your HAAR account. This credit may be used toward any other HAAR charge in the future\* (ie: classes, event, HAAR Dues, lockbox etc.) *Note: Credits may not be used on ARPAC or Realtors in Action contributions, or MLS fees*

If the student requests a refund, then HAAR will either credit the credit they used to pay, or cut a check for the amount. The refund may take up to two weeks to process and the check will be mailed to the member's preferred address.\*

- **Registered and Not Paid Before Day of Class:** If you call or email to let us know you will not be able to make it to the class, then we will cancel your registration thus canceling your invoice and there will be no charge. Also, if you do not show up for a class that you have already registered for, we will automatically cancel your invoice and there will be no charge.\*

- **Registered and Paid Day of Class:** No refunds  
*\*There are occasional classes that require a minimum number of students to attend (which will be noted during the registration process) and these classes will not be given refunds for no shows, and those that have registered but do not show up, will still be billed.*

### **HSRE THIRD PARTY ON-DEMAND CLASSES**

On occasion, HSRE may partner with a third party to offer live virtual classes for our members. When using a third party, we will default to their applicable policies for those classes.

### **HSRE ONLINE CLASSES THROUGH THE CE SHOP**

*Mission:* The mission of the Huntsville Area Association of REALTORS School of Real Estate is to provide high-quality distance education courses to Real Estate and Mortgage trainees and licensees for licensure and ongoing professional competency.

HAAR School of Real Estate offers online distance education courses through a partnership with The CE Shop, LLC. Students may register and complete the course on any computer that meets the technical requirements covered in this catalog. Students may have access to the course at any time and may work at their own pace.

## **THE CE SHOP – TERMS & CONDITIONS - GENERAL**

### **ENROLLMENT**

Enrollments are accepted via our school website at <https://haarschoolofrealestate.theceshop.com/> or by phone at 888.850.0889. The CE Shop does not discriminate based on race, sex, religion, ethnic origin, or disability. Students are required to be 18 years of age or older to enroll in our courses.

### **REFUND POLICY**

The CE Shop is committed to student satisfaction. If you are unsatisfied for any reason, The CE Shop will refund the purchase price of any course if the refund request is submitted within 30 days of purchase, prior to course expiration, and the course is not more than 50% completed.

Regarding Exam Prep Edge, The CE Shop will refund the purchase price of any Exam Prep Edge product if the refund request is submitted within 30 days of purchase and if the initial assessment has not been completed.

The CE Shop does not offer price adjustments on previously purchased items.

### **ELECTRONIC TEXTBOOKS**

E-books are not returnable. All sales are final.

### **REPURCHASE POLICY**

If your course has fully expired, you may repurchase the course at 50% off of the current retail price one (1) time. This option is only available for 30 days after the full expiration date of the course. If your course expires a second time, you will have to repurchase the course at full price.

### **PROMOTIONAL CODES**

Promotional codes must be applied at checkout. No refund for an unused promotional code will be given after checkout has been completed. To obtain your promotional code discount, you must enter the promotional code in the box under your total at checkout and click the "Apply Discount" button. The discount amount will then be subtracted from the total amount due.

Promotional codes cannot be combined and are not eligible for use in conjunction with payment plans, extensions, or additional certificates of completion.

## **SALES TAX**

Due to the tax law which mandates that online businesses must collect sales tax in certain states, if your state requires sales tax to be collected, it will automatically be added to the total amount due at checkout minus any donation made to The CE Shop Foundation. In addition, if payment plans are available, sales tax will be added to each monthly payment plan total. For questions, please contact The CE Shop.

## **TECHNICAL SYSTEM REQUIREMENTS**

The CE Shop courses are delivered through a secure and proprietary Learning Management System (LMS). An internet connection is required (high speed is recommended, but not required).

## **CE HOURS OR NOT-FOR-CREDIT HOURS**

When a course is approved for CE credit, the hours of approval will be reflected on the state-specific web page under column headings reflective of the type of credit being given. If the course hours are listed ONLY in the "Total" column, the course DOES NOT carry any CE credit in that state.

## **PROGRESS, COMPLETION, AND ATTENDANCE REQUIREMENTS**

Students must complete 100% of the learning material presented in a course and demonstrate understanding of the material by passing all quizzes and the final exam (where required by the regulatory entity) to receive credit hours for the course. Students not completing 100% of the material will not be issued a certificate of completion and will not receive credit hours for the course.

For courses that require monitored seat time, our online course delivery system manages this requirement.

All course enrollment and completion times are recorded in Central Standard Time. The CE Shop does not have a probation policy in place for courses.

## **DIGITAL SIGNATURE COMPLETION REQUIREMENTS**

Once all required coursework has been completed, students must certify that they were the student/licensee who completed the coursework. This is accomplished at the end of each course, within our LMS. A course and instructor evaluation is also presented at this time to the student. Once certification has taken place, the student's certificate of completion is sent to the student via an automated email and is also stored in the student's online account for a minimum of five years unless otherwise stated. Any exceptions to these rules will be provided to the student in the requirement details on the web page, email instructions, and/or course orientation and completion slides.

## **EXAMINATIONS**

The following terms apply to exams, unless otherwise stated in these Terms and Conditions:

- Unit exams are presented at the conclusion of each unit, with a varying number of questions depending on the amount of content contained in each unit. Unit exams can be retaken as many times as necessary.
- Students will not be able to proceed to subsequent units in the course until the unit exam in each unit is successfully completed and passed.



- Final exams are presented at the conclusion of each course, with a varying number of questions depending on the amount of content contained in the course. Students may take the examination as many times as necessary to achieve a passing score and demonstrate understanding of the material unless the jurisdiction or education type specifies otherwise. Please refer to the state-specific catalog page(s) for information on the number of final exam attempts, passing percentage required, and proctoring requirements.
- For MLO courses: Final exams are presented at the conclusion of each course, with a varying number of questions depending on the amount of content contained in the course. Students may retake the examination up to 3 times if needed (4 total attempts). The minimum passing score is 70%.
- Except as otherwise provided in these Terms and Conditions, in cases where a minimum passing score is required on the final exam and the student fails after the allowed number of attempts, The CE Shop will allow the student to re-enroll one time in a course and begin the entire course again at no additional charge. If failed a second time, the student will have to repurchase the course at full price.
- If a jurisdiction requires the final course exam to be proctored, the student will be required to use The CE Shop's third-party electronic proctoring solution at the student's cost, where applicable. The student will need to schedule an appointment with the online proctor in advance. Full details of the online proctoring process can be accessed [here](#).

#### **REASONABLE ACCOMMODATION POLICY**

The CE Shop provides reasonable accommodations for disabilities. Students must provide 7 to 10 business days' notice in order for their accommodation to be properly processed. [The full ADA policy and procedure can be found here](#).

#### **CRIMINAL HISTORY**

A criminal history may make you ineligible for the license you are seeking. For questions or information, please contact the licensing agency in the state for which you are interested in becoming licensed.

#### **CONDUCT POLICY**

All students are required to respect other students, faculty members, and employees of The CE Shop. Possession of weapons of any kind, illegal drugs, or alcohol are strictly prohibited on any The CE Shop property.

#### **DISMISSAL**

Violation of any The CE Shop policies may result in permanent dismissal from the school. After review of all pertinent facts and information, the CEO of The CE Shop will make the final determination in regard to dismissal and/or re-admittance.

#### **PREVIOUS CREDITS**

Credits earned from another institution cannot be combined with those earned through The CE Shop. The CE Shop does not guarantee the transferability of its credits to any other institution unless a written agreement exists with another institution.

## **LICENSE INFORMATION**

It is the responsibility of the student to provide The CE Shop with the student's correct and complete license number and any and all required information (legal name, date of birth, etc.) on record with the entity that issues the student's license. The CE Shop will not be responsible or liable for any disciplinary action by any regulatory entity including, but not limited to, a course not being reported on time or late/reinstatement fees or changes in license status to the licensee as a result of incorrect license information provided by the student.

## **COPYRIGHT POLICY**

All Rights Reserved. All course materials offered by The CE Shop are copyrighted by either The CE Shop or its licensed content providers. No part of The CE Shop's course content may be reproduced, retransmitted, distributed, sold, published, broadcasted or circulated, including to individuals in the same company or organization, without the express written consent of The CE Shop. Course content received electronically via the Internet may (when permitted) be displayed or printed for your personal, non-commercial use only. Purchase of a course includes a license for one person to use the course materials through course expiration, unless otherwise stated. Completed course access is available for a minimum of 6 months. It is not permissible to distribute files containing course materials or printed versions of course materials to individuals who have not purchased the course(s) without the express written consent from The CE Shop. It is also not permissible to make the course materials available to others over a computer network, Intranet, Internet, or any other storage, transmittal, or retrieval system without the express written consent of The CE Shop.

## **LEGAL WAIVER**

The CE Shop, its authors, publishers, instructors, and employees are not in any way offering legal, accounting, tax, or any other professional or legal advice. No information communicated by any of the above or contained in any course(s) created by The CE Shop, shall be construed as such. If professional or legal advice is required, you should seek the services of a competent advisor. Further, while The CE Shop provides packages and courses designed to meet your needs, IT IS SOLELY YOUR RESPONSIBILITY to ensure you have ordered and completed the correct number and type (mandatory/elective) of hours required to obtain or renew your license by your deadline. By purchasing from The CE Shop, you hereby agree to hold harmless and release The CE Shop, and its directors, officers, agents, instructors and employees from any and all liability and/or loss or damage based on, or in any way related to, The CE Shop's course content or The CE Shop's providing of the course content.

## **FOR INFORMATIONAL PURPOSES ONLY**

The content on The CE Shop website is intended to be used for informational purposes only. Products and services offered by The CE Shop are not available in all jurisdictions or for all license types. The website may also contain technical inaccuracies or typographical errors. The CE Shop will, from time to time, revise the information, products, and services described on The CE Shop website and The CE Shop reserves the right to make such changes at any time without notice.

## **PRIVACY STATEMENT**

The CE Shop values your privacy and your personal information. We may change our Privacy Statement from time to time and we encourage you to review our Terms and Conditions whenever you interact with The CE Shop to stay informed. There are limited instances in which The CE Shop will provide your information to a third party. These are:

- The CE Shop may provide information to your referral source (you came to the website through the third party) in the event that you were referred to The CE Shop by a referral source. By purchasing from The CE Shop and thus agreeing to these Terms and Conditions, you hereby grant The CE Shop permission to provide your information to the referral source.
- The CE Shop may provide/sell your information to those third parties that you specifically grant permission for in other parts of the website and/or LMS.
- The CE Shop may provide your information to a third party if necessary to comply with regulatory requirements, such as licensure rules and state taxation requirements.
- The CE Shop may provide your information to a third party to improve business practices.

## **LINKS TO OTHER INTERNET SITES**

Links to other Internet sites ("hyperlinks") on The CE Shop website are included only as a convenience for you as a visitor to The CE Shop website. The CE Shop makes no judgments or warranties with respect to the accuracy, timeliness, or suitability of the content of any of these hyperlinks, and The CE Shop assumes no liability for the content or presentation of the hyperlinks. By providing a hyperlink to a service or third-party website, The CE Shop does not endorse the linked service or website, its content, or its sponsoring organization. We encourage you to read the privacy statements of each and every website to which we link. Please note that these websites may or may not have privacy policies and those policies may be more or less restrictive than The CE Shop's privacy policy.

## **VIRUSES**

It is your responsibility to scan any and all downloaded materials received from the Internet. The CE Shop shall not be responsible or liable for any damage caused by viruses or related hazards, whether or not that virus or hazard resulted from a visit to The CE Shop website. You, and not The CE Shop, assume the entire cost of all necessary servicing, repairs, or correction related to computer viruses.

## **SECURITY**

The CE Shop takes standard precautions to ensure that its systems are secure and that they meet industry standards, including the application of firewalls for its Internet-based systems. When appropriate, The CE Shop employs the use of encryption technologies, user authentication systems (e.g., passwords and personal identification numbers) and access control mechanisms. The CE Shop does not guarantee that your information is safe from an attack on its systems. By purchasing from The CE Shop, you hereby agree to hold harmless and release The CE Shop, and its directors, officers, agents, instructors and employees from any and all liability or loss or damage based on or in any way related to the above in any form or fashion.

### **INFORMATION PROVIDED "AS IS"**

THE COURSES PROVIDED BY THE CE SHOP AND THE INFORMATION CONTAINED ON THE CE SHOP WEBSITE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE CE SHOP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CE SHOP DOES NOT WARRANT THAT THE ACCESS TO THE CE SHOP WEBSITE WILL BE UNINTERRUPTED, THAT THE MATERIALS AND/OR COURSES CONTAINED THEREIN WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE CE SHOP WEBSITE OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **LIMITATION OF DAMAGES**

UNDER NO CIRCUMSTANCES SHALL THE CE SHOP BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS AND/OR COURSES ON THE CE SHOP WEBSITE, EVEN IF THE CE SHOP OR AN AUTHORIZED AGENT OR BROKER, CONTRACTOR, OR OTHER REPRESENTATIVE/EMPLOYEE OF THE CE SHOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If applicable law does not permit the exclusion or limitation of liability or certain categories of damages, the above limitation or exclusion may not apply to you and the applicable law shall govern. In no event, however, shall The CE Shop's total liability to you for all damages, losses, or causes of action exceed the amount paid by you to The CE Shop in the last 12-month period. No claim may be brought more than one (1) year after accrual of such claim.

### **OTHER TERMS & CONDITIONS**

You agree that The CE Shop has the right to terminate your account at any time if The CE Shop has reason to believe that your account is being fraudulently accessed for unauthorized reasons. If you have questions concerning any of The CE Shop's Terms and Conditions, please feel free to contact The CE Shop by calling The CE Shop's Customer Service Department at 888.850.0955 or by sending an email to [Support@TheCEShop.com](mailto:Support@TheCEShop.com).

### **COOKIES**

As you browse websites, online ad networks working with The CE Shop may place anonymous cookies on your computer, and use similar technologies, in order to understand your interests based on your (anonymous) online activities, and thus tailor more relevant ads to you. If you do not wish to receive such tailored advertising, you can visit the pages below to opt out.

The CE Shop may use the following types of cookies:

- **Strictly Necessary Cookies**  
These cookies help to carry out transactions or requests initiated by you. Examples include, but are not limited to, remembering information provided by you as you complete your transaction or courses on the site and managing your logged-in status during your user sessions.
- **Functional Cookies**  
Functional cookies allow the site to remember choices you have made. Functional cookies allow the site to remember your specific settings, such as your state and license type and items that have been placed in your cart.

- **Analytic Cookies**

**Analytic cookies** allow us to collect data relating to your use of our website, including the content on which you click while shopping on the site and completing your courses. These cookies are used to improve the performance and design of the website. These cookies may be provided by a third-party analytic tool(s) but are only used for purposes related to our website.

- **Targeting Cookies**

Targeting cookies remember information regarding your use of the website so we can serve promotional and other targeted information to you.

Each type of web browser offers ways to restrict and delete cookies. For more information on how to manage cookies at the various web browsers, visit the appropriate link below.

- [Microsoft Edge](#)
- [Firefox](#)
- [Google Chrome](#)
- [Safari](#)

## **MARKETING**

By using the Website in any fashion, unless you opt out, you agree that The CE Shop may market to you. Accordingly, should you not want to be marketed to, please opt out of any marketing campaign sent to you.

## **THE CE SHOP - TERMS & CONDITIONS – REAL ESTATE**

THE CE SHOP LICENSING EXAM PASS GUARANTEE

### **PRE-LICENSING + EXAM PREP EDGE**

Regarding Pre-Licensing packages with Exam Prep Edge, The CE Shop guarantees that you will pass the state licensing exam or you are entitled to your money back for the licensing exam. In the event that you do not pass your state licensing exam, to obtain a refund of the cost of your initial licensing exam, you will be required to agree to the terms of, and [submit the affidavit](#). Please contact The CE Shop at 888.827.0777 or [Support@TheCEShop.com](mailto:Support@TheCEShop.com) for refund or credit hour requests. Partial credit is not given for any course. Due to specific regulations prohibiting this refund policy, this refund policy does not apply to Alabama, Florida, Georgia, Hawaii, Kansas, Louisiana, Michigan, Mississippi, Missouri, New Jersey, North Dakota, Pennsylvania, South Carolina, and Tennessee.

### **COURSE EXPIRATION**

#### **CONTINUING EDUCATION AND POST-LICENSING EDUCATION**

Continuing Education and Post-Licensing course(s) must be completed within 12 months from the time of purchase. If the course is not completed within that 12-month period, the student will be required to purchase a new course at 50% of the current retail price of the new course and fully complete the new course, including passing the final exam, if the student wants credit for the new course.

## **PRE-LICENSING EDUCATION**

Pre-Licensing courses expire either 6 (six) months or 12 (twelve) months from the original date of purchase. Please refer to the state-specific catalog page for course expiration information. For those courses that expire 6 (six) months after the date of purchase, the student will be granted an automatic 1 (one) month extension at no charge and such 1 (one) month free extension will be applied immediately after the initial 6 (six) month term. For any reactivation or extension of the course after the 7th (seventh) month, The CE Shop will charge the student 20% of the current retail price of the course for each 30-day extension or partial 30-day extension in the event that the course expires prior to the end of the final 30-day extension. Extensions or reactivations cannot be granted beyond 12 (twelve) months from the original date of purchase of the course since in all events, the course expires 12 (twelve) months from the original date of purchase.

If the course is not completed within 12 (twelve) months from the original date of purchase or other period as modified below, the student will be required to purchase a new course at 50% of the current retail price of the new course and fully complete the new course, including passing the final exam, if the student wishes to be granted credit for the new course.

## **EXAM PREP EDGE**

Exam Prep Edge courses expire 15 (fifteen) months from the original date of purchase. Extensions are not applicable to Exam Prep Edge products.

## **COMPLETION REQUIREMENTS**

Students must spend all required seat time engaged in the course material to receive credit for the course. In those states that require monitored seat time, our online course delivery system manages this requirement for you.

In addition to the above, the below provided states have specific completion requirements:

- ALABAMA real estate sales licensees are not allowed to complete more than 6 hours of Pre-License course hours in a 24-hour period. Real Estate Broker licensees are not allowed to complete more than 9 hours of Pre-License course hours in a 24-hour period. Real estate licensees are not allowed to complete more than 9 hours of Post-License Education or Continuing Education hours in a 24-hour period.

## **ATTENDANCE AND PROGRESS POLICY**

Students must spend a minimum of 50 minutes per hour of approved credit in the learning management system. Example: For a 3-credit hour course, a student must be actively engaged in the course for 150 minutes (3 x 50 minutes).

## **THE CE SHOP TEAM-TERMS & CONDITIONS - MORTGAGE**

### **COURSE EXPIRATION POLICY**

#### **PRE-LICENSING EDUCATION**

National Pre-Licensing courses have a specified start and end date and are instructor-led. Students must select their course start date within 90 days of purchase. Once the start date has been selected students will have that day plus an additional 12 full calendar days to complete their course.

State-specific Pre-Licensing courses, where required, must be completed within 90 days from the date of purchase. [Verify state requirements here.](#)

### **EXAM PREP EDGE**

Exam Prep Edge courses expire 180 days from the date of purchase.

### **CONTINUING EDUCATION**

All CE courses will expire annually on 12/31.

### **SEAT TIME**

Seat time will be enforced.

### **EXAMINATIONS**

For MLO courses: Final exams are presented at the conclusion of each course, with a varying number of questions depending on the amount of content contained in the course. Students may retake the examination up to 3 times if needed (4 total attempts). The minimum passing score is 70%.

### **STUDENT RULES OF CONDUCT**

Rules of Conduct for NMLS-Approved Pre-Licensure (PE) and Continuing Education (CE) Courses

The Secure and Fair Enforcement for Mortgage Licensing Act (SAFE Act), requires that state-licensed MLOs complete Pre-Licensing (PE) and Continuing Education (CE) courses as a condition to be licensed. The SAFE Act also requires that all education completed as a condition for state licensure be NMLS-approved. Since 2009 NMLS has established course design, approval, and delivery standards which NMLS-approved course providers are required to meet. To further ensure students meet the requirements of the SAFE Act, NMLS has established a Rules of Conduct (ROC). The ROC, which have been approved by the NMLS Mortgage Testing & Education Board and the NMLS Policy Committee, both of which are comprised of state regulators, and are intended to stress that NMLS-approved education be delivered and completed with integrity.

### **RULES OF CONDUCT**

As an individual completing either Pre-Licensure education (PE) or Continuing Education (CE), I agree to abide by the following rules of conduct:

- I attest that I am the person who I say I am and that all my course registration information is accurate.
- I acknowledge that I will be required to show a current government issued form of identification prior to, and during the course, and/or be required to answer questions that are intended to verify/validate my identity prior to, and during the course.
- I understand that the SAFE Act and state laws require me to spend a specific amount of time in specific subject areas. Accordingly, I will not attempt to circumvent the requirements of any NMLS-approved course.
- I will not divulge my login ID or password or other login credential(s) to another individual for any online course.
- I will not seek or attempt to seek outside assistance to complete the course.
- I will not give or attempt to give assistance to any person who is registered to take an NMLS-approved Pre-Licensure or Continuing Education course.

- I will not engage in any conduct that creates a disturbance or interferes with the administration of the course or other students' learning.
- I will not engage in any conduct that would be contrary to good character or reputation, or engage in any behavior that would cause the public to believe that I would not operate in the mortgage loan business lawfully, honestly and fairly.
- I will not engage in any conduct that is dishonest, fraudulent, or would adversely impact the integrity of the course(s) I am completing and the conditions for which I am seeking licensure or renewal of licensure.
- I understand that NMLS-approved course providers are not authorized by NMLS to grant exceptions to these rules and that I alone am responsible for my conduct under these rules. I also understand that these rules are in addition to whatever applicable rules my course provider may have.
- I understand that the course provider or others may report any alleged violations to NMLS and that NMLS may conduct an investigation into alleged violations and that they may report alleged violations to the state(s) in which I am seeking licensure or maintain licenses, or to other states.
- I understand the CSBS Privacy Notice is applicable to these Rules of Conduct. The CSBS Privacy Notice can be found here: [https://nationwidelicencingsystem.org/about/policies/NMLS%20Document%20Library/CSBS%20External%20Privacy%20Notice-6.18%20\(1\).pdf](https://nationwidelicencingsystem.org/about/policies/NMLS%20Document%20Library/CSBS%20External%20Privacy%20Notice-6.18%20(1).pdf)  
I further understand that the results of any investigation into my alleged violation(s) may subject me to disciplinary actions by the state(s) or the State Regulatory Registry (SRR), including removal of any course from my NMLS record, and/or denial or revocation of my license(s).

#### **AGENT START**

By enrolling in our program, you agree to the following terms of service:

- The CE Shop does not guarantee that a student will be contacted by potential sponsoring brokers.
- The CE Shop does not guarantee that a student will find a sponsoring broker through this program and is not responsible for fulfilling this licensing requirement.
- Only students who are fully enrolled in this course and who choose to opt-in will be eligible for this program.
- If a student purchases this course through a current broker partner, they will not be contacted by other potential sponsoring brokers.
- This program is only for students who opt-in. Students may be contacted by potential sponsoring brokers even if the student is on the Do Not Call registry.
- Once a student opts into this program, it is the student's responsibility to communicate with and select a sponsoring broker.
- Students can opt-out of the Agent Start program by revisiting the Course Details lesson in Section 1 of their Pre-Licensing course(s) and changing answers in the Broker Affiliation survey. However, The CE Shop distributes participant contact information on a weekly basis and cannot guarantee students will no longer be contacted by sponsoring brokers once initially opted in.
- The CE Shop will not provide any student information to third parties beyond affiliate partners.
- The CE Shop reserves the right to remove students from this program at any time.



**STUDENTS OPTING OUT OF AGENT START**

Students who would like to be removed from Agent Start must email [AgentStart@TheCEShop.com](mailto:AgentStart@TheCEShop.com).

1. Opt-out requests will be processed every Wednesday.
2. If a student asks to be removed from Agent Start, The CE Shop will change the student's status in the Agent Start database and send an email notifying subscribing Brokers of the student's enrollment change.
3. The CE Shop cannot guarantee that students will no longer be contacted by subscribing Brokers but will make every effort possible to alert subscribing Brokers of opt-out requests.

**Customer Support for The CE Shop Products**

The CE Shop provides support 7 days/week. Click [here](#) for all the ways to access their customer support.

## **MEMBERSHIP**

### **NEW MEMBER CODE OF ETHICS ORIENTATION**

Applicants for REALTOR® membership and provisional REALTOR® members (where applicable) shall complete an orientation program on the Code of Ethics of not less than two (2) hours and thirty (30) minutes of instructional time. This requirement does not apply to applicants for REALTOR® membership or provisional members who have completed comparable orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one (1) year or less.

Failure to satisfy this requirement within 60 days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership.

Beginning in 2022, the approved Professional Standards Committee, Grievance Committee, Ombudsmen, Mediators, and Hearing Panel Chairs will be required to complete one NAR approved Professional Standards Education Seminar provided by HAAR every two (2) years. No other training (i.e. COE, C2EX, Risk Management etc.) will be accepted. HAAR will offer one NAR approved Professional Standards Education Seminar per year - free to HAAR members.

### **CONTINUING REALTOR® CODE OF ETHICS TRAINING**

Effective January 1, 2022, and for successive three-year periods thereafter, each REALTOR® member of the association (with the exception of REALTOR® members granted REALTOR® Emeritus status by the National Association) shall be required to complete ethics training of not less than two (2) hours and thirty (30) minutes of instructional time. This requirement will be satisfied upon presentation of documentation that the member has completed a course of instruction conducted by this or another association, the State Association of REALTORS®, the NATIONAL ASSOCIATION OF REALTORS®, or any other recognized educational institution or provider which meets the learning objectives and minimum criteria established by the NATIONAL ASSOCIATION OF REALTORS® from time to time. REALTOR® members who have completed training as a requirement of membership in another association and REALTOR® members who have completed the New Member Code of Ethics Orientation during any three (3) year cycle shall not be required to complete additional ethics training until a new three (3) year cycle commences. A member who maintains the Commitment to Excellence Endorsement from the National Association of REALTORS® shall be equivalent to the course hours of the Code of Ethics course and will be deemed in compliance.

Failure to satisfy the required periodic ethics training shall be considered a violation of membership duty. Failure to meet the requirement in any three (3) year cycle will result in suspension of membership for the first two months (January and February) of the year following the end of three (3) year cycle or until the requirement is met, whichever occurs sooner. On March 1 of that year, the membership of a member who is still suspended as of that date will be automatically terminated.

### **NEW REALTOR APPLICATION**

An application for membership shall be made in such manner and form as may be prescribed by the Board of Directors and made available to anyone requesting it. *Applicants are required to include a personal photo with the completed application.*

The application form shall contain statements to be signed by the applicant:

- 1) The applicant consents that the Association, through its Membership Committee or otherwise, may invite and receive information and comment about applicant from any Member or other persons, and that applicant agrees that any information and comment furnished to the Association by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character.
- 2) The applicant shall, with the form of application, have access to a copy of the Bylaws, Rules and Regulations, and Code of Ethics referred to above. (9/08)
- 3) The applicant must have no record of civil judgments imposed within the past seven (7) years involving judgments of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the court or other lawful authorities.

*An applicant who has a record of criminal conviction(s) within the past seven (7) years involving a crime that reasonably relates to the real estate business or puts clients, customers, or other real estate professionals at risk, must provide and the association must consider mitigating factors relating to that criminal history.*

**EXPLANATION:**

Associations have an interest in ensuring that REALTORS® will protect the interests, property, and funds of their clients and that a REALTOR®'s actions will not discredit the REALTOR® organization or the real estate profession. The U.S. Department of Housing and Urban Development issued its "Guidance on Application of the Fair Housing Act Standards to Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions", which cautions housing providers to be mindful of using criminal histories in making housing-related decisions may result in a disparate impact on a protected class in violation of the Fair Housing Act. Because the Fair Housing Act extends its protections to individuals seeking membership in a real estate organization, associations should also carefully consider how it uses criminal history as a basis to deny an individual membership in the association.

A crime that "reasonably relates to the real estate business" includes those affecting the applicant's ability to fulfill the responsibilities and obligations of a real estate professional and uphold the REALTOR® Code of Ethics. A crime that reasonably "puts clients, customers, or other real estate professionals at risk" includes those involving dishonest, deceptive, or violent acts.

Applicants must be given the opportunity to provide mitigating factors, and the association must take into consideration such factors, related to the applicant's criminal history, including but not limited to the: i) applicant's age at the time of the conviction(s), ii) nature and seriousness of the crime; iii) extent and nature of past criminal activity; iv) time elapsed since criminal activity was engaged in; v) rehabilitative efforts undertaken by the applicant since the conviction(s); vi) facts and circumstances surrounding the conviction(s); and vii) evidence of current fitness to practice real estate.

Associations should be sure to apply the membership criteria to all applicants uniformly and avoid making exceptions for one applicant while denying an exception to another applicant with a similar criminal history.

**NOTE:** The Association will only consider the following:

Judgments against the applicant within the past seven (7) years of violations of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities.

Commented [RR1]: <https://www.nar.realtor/about-nar/policies/membership-qualification-criteria-for-realtor-and-realtor-associate-applicants-that-are-non>

- 4) The Applicant agrees to complete the first scheduled orientation within 60 days after application acceptance unless prior approval is given by the Chief Executive Officer. (See Orientation class details below).
- 5) The Applicant agrees in writing that if elected to membership, he/she will abide by such Bylaws and Rules and Regulations of the Huntsville Area Association of REALTORS®, The Bylaws of the Alabama Association of REALTORS®, and the Constitution and Code of Ethics of the National Association of REALTORS®. (1/05)

The Association will also consider the following in determining an applicant's qualifications for REALTOR® membership:

- All final findings of Code of Ethics violations and violations of other membership duties in this or any other REALTOR® Association within the past three (3) years (03-10)
- Pending ethics complaints (or hearings)
- Unsatisfied discipline pending
- Pending arbitration requests (or hearings)
- Unpaid arbitration awards or unpaid financial obligations to any other Associations or MLS.
- Any misuse of the term REALTOR® or REALTORS® in the name of the applicant's firm.

Explanation: Article IV, Section 2, of the NAR Bylaws prohibits Member associations from knowingly granting REALTOR® or REALTOR®-ASSOCIATE membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics. An applicant who i) has an ethics complaint or arbitration request or ii) an unfulfilled sanction that does not pertain to a violation of the Code of Ethics that is pending at another association of REALTORS® may be granted "provisional" membership provided all other qualifications for membership have been satisfied.

Associations may reconsider the membership status of such individuals when all pending ethics and arbitration matters (and related discipline) have been resolved or within six months from the date that provisional membership is approved if such matters have not been resolved. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of REALTOR® membership.

Provisional membership may be granted in instances where ethics complaints or arbitration requests (or hearings) are pending in other Boards/Associations or where the applicant for membership has unsatisfied discipline pending in another Association (except for violations of the Code of Ethics; see NOTE 2 below) provided all other qualifications for membership have been satisfied.

Associations may reconsider the membership status of such individuals when all pending ethics and arbitration matters (and related discipline) have been resolved or if such matters are not resolved within six (6) months from the date that provisional membership is approved.

Provisional Members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of REALTOR® membership. (10-02)

**NOTE 1:** If a member resigns from another Board/Association with an ethics complaint or arbitration request pending, the Association may condition membership on the applicant's certification that he/she will submit to the pending ethics or arbitration proceeding (in accordance with the established procedures of the Board/Association to which the applicant has made application) and will abide by the decision of the hearing panel.

### **QUALIFICATION CRITERIA**

Individuals who are actively engaged in the real estate profession other than as sole proprietors, partners, corporate officers, or branch office managers in order to qualify for REALTOR® membership, shall, at the time of application, be associated either as an employee or an independent contractor with a Designated REALTOR® Member of the Association or a Designated REALTOR® of another Board (if a secondary Member), no record of official sanctions involving unprofessional conduct, and must:

- Maintain a current valid real estate broker's or salesperson's license or be licensed by an appropriate state regulatory agency to engage in the appraisal of real property.
- Complete a course of instruction covering the Bylaws and Rules and Regulations of the Association, the Bylaws of the State Association, and the NAR Constitution and Bylaws and Code of Ethics of the National Association of REALTORS®.
- Agree in writing that if elected to membership, he will abide by the Constitution, Bylaws, and Rules and Regulations, and Code of Ethics of the Huntsville Area Association of REALTORS®, the Alabama Association of REALTORS®, and the National Association of REALTORS®.
- Complete the scheduled orientation unless prior approval is given by the Chief Executive Officer. Failure to attend will result in termination of provisional membership. (1-03)(Amended 6/07)
- The membership application process will be considered complete when all of the above membership requirements have been met.

### **STATUS CHANGES**

A REALTOR® Member who has qualified for membership and who later becomes a sole proprietor, principal, partner, corporate officer, branch office manager, trustee, or Designated REALTOR® for the same or another firm shall be required to re-qualify.

The Board of Directors may from time to time adopt a reasonable fee to cover the administrative cost of processing an application for change in membership classification. However, once elected, the Member will not be required to pay a new application fee as required for new membership.

No refund of HAAR Dues is permitted.

- A REALTOR® who changes the conditions under which he holds membership shall be required to provide written notification to the Board within 30 days.

- A REALTOR® (non- principal) who becomes a principal in the firm with which he has been licensed or alternatively, becomes a principal in a new firm which will be comprised of REALTOR® principals may be required to satisfy any previously unsatisfied membership requirements applicable to REALTOR® (principal) members but shall, during the period of transition from one status of membership to another, be subject to all of the requirements and obligations of a REALTOR® (principal).
- If the REALTOR® (non-principal) does not satisfy the requirements established in these Bylaws for the category of membership to which they have transferred within 30 days of the date they advised the Board of their change in status, their new membership application will terminate automatically unless otherwise so directed by the Board of Directors.
- A REALTOR® who is transferring their license from one firm composed of REALTORS® to another firm of REALTORS® shall be subject to all of the privileges and obligations of membership during the period of transition.  
*If the transfer is not completed within 5 days of the date the board is advised of disaffiliation with the current firm, membership will terminate automatically unless otherwise so directed by the Board of Directors.*  
*(The Board of Directors, at its discretion, may waive any qualification which the applicant has already fulfilled in accordance with the Association's Bylaws.) (5-2017)*
- Any application fee related to a change in membership status shall be reduced by an amount equal to any application fee already paid by the applicant.
- Dues shall be prorated from the first day of the month on which the member is notified of election by the Board of Directors and shall be based on the new membership status for the remainder of the year. (1/05)
- It is strongly recommended that new and existing members take advantage of additional training as is offered. Watch for announcements (email, dashboard, calendar of events, and social media for the date and times classes are offered. Most of these classes will be offered as a free member benefit to ValleyMLS subscribers.

\*HAAR accepts cash, checks, MasterCard, Visa and Discover.

Failure to report any of the above changes could result in the suspension of eKey and/ or ValleyMLS services.

Please notify the membership department if a conflict occurs; emergencies will be considered.

## **ORIENTATION**

- HAAR members are to complete the first scheduled orientation within 60 days after application is accepted unless prior approval is given by the Association Executive. Failure to attend will result in termination of provisional membership.
- HAAR Orientation classes are to be held over a two-day period. The Orientation Classes are to be held monthly; however, they may be postponed or cancelled at the discretion of the Association Executive or the President.
- All applicants are expected to attend the complete session, with the exception of non-MLS members who shall not be required to attend the MLS portion of Orientation.
- If said member should become an MLS member in the future, the member will be required to attend the MLS portion of the Orientation at that time.
- The course of instruction shall cover the Bylaws and Rules and Regulations of the Huntsville Area Association of REALTORS®, the Bylaws of the Alabama Association of REALTORS®, and the Constitution and Bylaws and Code of Ethics of the National Association of REALTORS®.
- Participants and subscribers who have been inactive for 6 months or more are required to complete an orientation program during the same time frame as required of new applicants.
- **REALTOR® applicants will be sworn in at the completion of their orientation.**
- Applicants must be inducted within 90 days of their orientation or their membership to HAAR, the lockbox key services and MLS services (if applicable) will be listed as inactive until they have satisfied this requirement.

## **BROKER ORIENTATION**

HAAR to implement a REQUIRED 6hr New Broker Orientation class.

- Broker Orientation class must be completed within 6 months of application approval.
- This class is for Qualifying Brokers of new companies and / or new Qualifying Brokers of an existing company.
- Class will be taught quarterly, so they will have two opportunities to complete the requirement.
- A minimum of five attendees is required for each class, or the class will be canceled.
- No two consecutive classes will be canceled regardless of attendance.
- There will be a penalty for not attending. (12/2020)

## **MISCELLANEOUS MEMBERSHIP INFORMATION**

### **DISTRIBUTION OF MEMBERSHIP ROSTER/LABELS**

- Address labels can be sold to Realtor Members, HAAR Affiliates and HAAR Member Benefits Partners Only  
(No phone numbers or email addresses will be released.)

**FEES FOR MEMBERSHIP ROSTER/LABELS**

\$25 – Addresses on plain paper

\$50 – Addresses printed on label paper

\$200 – Addresses formatted on an Excel spreadsheet and saved to a CD.

*Information will be in label format. The information will be in the following order: Name, Office, Address, City, State, Zip.*

**OFFICE CLOSURE DATES**

Huntsville Area Association of REALTORS® and ValleyMLS office will be closed:

New Year’s Day	Martin Luther King Jr. Day	Memorial Day
Juneteenth	July 4 <sup>th</sup>	Labor Day
Veterans Day	Thanksgiving Day (and Friday Following	Christmas Day

**LOCKBOX AND KEY CONTROL**

**ValleyMLS Boards/Associations**

The Lock Box systems are an activity of each of the following boards: The Huntsville Area Association of Realtors, Athens-Limestone Association of Realtors, Marshall County Board of Realtors, Morgan County Association of Realtors and Northeast Alabama Association of Realtors.

**Authorized Users:**

REALTOR® and REALTOR-associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to the execution of a lease agreement with the association.

Authorized users must maintain a current real estate license or appraiser’s license in the jurisdiction where they are using the Lockbox and/or App and promptly notify his/her Association should they cease to hold a valid license.

Unlicensed personal assistants, administrative and clerical staffs who are under the direct supervision of a designated REALTOR® or their licensed designee, upon application for affiliate membership, are eligible to lease an electronic key and or purchase an Electronic Lockbox. Note: An affiliate key is a lock box electronic key that has been programmed to work with a CBS (Call before Showing) entry code.

Licensed or certified appraisers who are not REALTORS® and who are not also licensed as a real estate broker or salesperson, upon application for affiliate membership, are eligible to lease an Electronic Key and or purchase an Electronic Lockbox.

*Affiliates (including appraisers who are not REALTORS) may only enter properties for which they have an appraisal assignment or with permission from the listing agent.*



**Affiliate members of each of the ValleyMLS boards will need to work directly with the board where they hold membership to verify eligibility.**

Each ValleyMLS board *may* allow the qualifying broker or their designee to authorize a loaned lockbox electronic key to a licensee within his company, **who is already an existing key holder**, under his supervision in case of an emergency.

1. MLSs may require placement of an “approved” lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be “approved” does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS.
2. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. Keys to properties may not be loaned to anyone without the written permission of the owner.
3. The Association of REALTORS®, may at its discretion, repurchase the Electronic Lockbox at the current established price.
4. A lockbox must be removed from the property within 2 business days after the date that the listing status is changed to sold, leased, cancelled, or expired.
5. Properties coded as “Lockbox” in the **SHOWING INSTRUCTIONS** field on a listing must have an association issued lock box.

**Agreement Holder SHALL:**

- Secure written authorization from property owner(s) prior to installing or using the Lockbox on property and shall provide his/her Association with a copy of the written authorization upon written request by Association.
- Prior to installation and use of Lockbox, include in a listing agreement or some other agreement signed by the property owner(s) an acknowledgement by property owner(s) of the risk of using Lockbox and release of Associations, and the officers, directors, members, employees, independent contractors, and agents of Associations, from any and all liability in connection with Lockbox.
- Use App only for the purposes of gaining authorized entry into real property pursuant to the exercise of authority or responsibility derived from the agency, subagency, or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the listing agent, or from an appraisal relationship with the owner or contract buyer.
- Keep App in Holder’s possession or in a safe place at all times.
- Close and lock any windows or doors opened or unlocked by Holder or by anyone admitted by Holder prior to leaving the property.
- Ensure that the key is properly replaced in the Lockbox and Lockbox is properly closed when leaving a property.
- Ensure that the correct property key is returned to the proper Lockbox if there is more than one Lockbox on the property.
- Only issue or distribute SentiConnect® to \*licensed agents, brokers, inspectors, contractors or the property owner(s) and only with written permission from the property owner(s). Before issuing a SentiConnect® to an agent, broker, inspector, or contractor, Holder shall: i) Obtain the agent, broker,

inspector, or contractor's name, phone number and company name and phone number; and ii) Confirm that the agent, broker, inspector or contractor is licensed in the appropriate jurisdiction. One-Day Codes shall only be used for work activities such as showings; home inspections; radon testing (including drop-off and pick-up of radon equipment); termite inspections; repairs to the property; and appraisers. iii) Coordinate with the owner or the tenant in advance if the property is occupied.

- Notify his/her Association of any address changes within forty-eight (48) hours.
- Notify, by telephone or in writing, his/her Association within forty-eight (48) hours in the event App is lost, stolen or otherwise unaccounted for.
- Inform their Association within forty-eight (48) hours of termination of employment of a Personal Assistant.
- Promptly notify his/her Association in writing upon transfer of ownership of Lockbox to another authorized individual, including the serial number/Shackle Code of the transferred Lockbox.
- Shall promptly comply with audit and inspection requests by Association and return all equipment, Lockboxes and Apps in Holder's possession to his/her Association upon demand as provided for in these Rules.

**Agreement Holder SHALL NOT:**

- Issue Sentricconnect to an agent who is a subscriber of ValleyMLS. All agents must obtain their own key.
- Keep your lockbox code with your key.
- Loan Electronic lockbox keys to other agents or members of the public under any circumstances.
- Loan Lockboxes to the public under **any** circumstances.
- Use or convey information derived from viewing properties to anyone for any purpose other than to facilitate the sale or lease of real property.
- Allow Holder's PIN to be attached to App.
- Disclose or provide Holder's PIN or password to any third party.
- Lend or permit App to be used by any other person.
- Assign, transfer, or duplicate App or allow any other person to do so.
- Duplicate the property key, lend the property key to any person or permit the property key to be used by any other person.
- Allow anyone who has been admitted to the property by Holder to remain in the property after Holder has left the property without the consent of the property owner(s).
- Issue or use SentiConnect® to access property without written permission of property owner(s).

**\*\*Any violation of the above rules may result in a fine of up to \$15K or service termination. Lockbox System Authority**

The Board of Directors shall have the authority to establish a lockbox system and shall adopt and publish such Rules and Regulations as are necessary for the proper administration of the system. The lockbox system may be administered by the Association or an outside vendor but shall be considered an Association activity conducted for the benefit of the Members in the conduct of their real estate business.

**Security**

The Rules and Regulations of the lockbox system shall, as a minimum, conform to the security requirements of the National Association of REALTORS®.

## INVOICING & DUE DATES

No refund of HAAR Dues (02/2020)

Invoiced	Due	Late fee	Member Terminated	Suggested Time Frame For Broker to Return License	If License Has Not Been Returned, The Broker Is Billed For Unpaid Active Licensee Dues	If Licensee Reapplies
By Nov 30 <sup>th</sup>	Jan. 1	Jan 16	Feb 1	*See Below	March 1	After March 15 **See Below
		<b>Broker Notified</b>	<b>Broker Notified of Termination</b>			
	Broker notified of unpaid licensee	Flat \$50 late fee. Broker notified of unpaid licensee and late fee.	Agent may reinstate through end of February paying full dues and HAAR late fees of \$50.		Broker is billed for terminated licensee's unpaid dues and late fee: <ul style="list-style-type: none"> <li>• HAAR Dues</li> <li>• AAR Dues</li> <li>• NAR Dues</li> <li>• HAAR Late Fee</li> </ul> (per Kate Moore @ NAR, we do not bill the NAR Assessment Fee as the unpaid terminated licensee is now considered a non-member)	

\* If By USPS: Suggested no later than 1 week prior to month end

\* If by electronic method: Suggested no later than the 26<sup>th</sup> of the month

\*\* Application must be made

Must pay:

- Full year's dues (not prorated)
- HAAR Application Fee (appropriate to time inactive)
- AAR Application Fee
- HAAR Late fee written off

If Broker has paid the dues, the following fees are collected:

- AAR Application Fee

HAAR Application Fee (appropriate to time inactive)

## BUILDING RENTAL

Set Up Fee	Fee to Open/Close Office If office is closed	Fee Due	Security Deposit & Remaining Balance
\$50.00	\$30	50% non-refundable fee is due at time of request	\$100 Security Deposit and other 50% balance is due 1 month prior to the event & must be paid by the Responsible REALTOR® member

**Registration and Processing Usage Fees for Societies and Councils** (i.e.: YPN, CRS, WCR, etc.) There will be a \$50 fee along with a 5% payment processing fee for any of our councils (ex. YPN, CRS, WCR etc.) to use our registration and payment capabilities. This will be used to cover credit card fees and staff time.

### MEMBER ACTIVITIES (LIMITED TO REALTOR RELATED EVENTS)

Any REALTOR® member related activity (any company, society, or council) or any affiliate member.

Rental Fee	# of Sections	Fee
\$25.00 per hour	1 Section	3 hours minimum \$75
\$35 per hour	2 Sections	3 hours minimum \$105
\$40 per hour	3 Sections	3 hours minimum \$120 (Max \$250 per day)

### NAR INSTITUTES, SOCIETIES, AND COUNCILS

\*\$50 set up fee and \$50 cleaning fee (if needed)

Rental Fee	# of Sections
<b>\$25 per day</b>	<b>1 section</b>
<b>\$50 per day</b>	<b>2 sections</b>
<b>\$75 per day</b>	<b>3 sections</b>

### AAR, APPRAISAL INSTITUTE, AND EDUCATIONAL ACTIVITIES

Rental Fee	# of Sections
<b>Fee Amount</b>	<b># of Sections</b>
<b>\$150 per day</b>	<b>1, 2 or 3 sections</b>
<b>\$75 per ½ day</b>	<b>1, 2 or 3 sections</b>

### COMMUNITY SERVICE/CIVIC RELATED ACTIVITIES

(approved by Association Executive on a case-by-case basis)

Rental Fee	# of Sections	Fee
\$35.00 per hour	1 Section	3 hours minimum \$105
\$45 per hour	2 Sections	3 hours minimum \$135
\$55 per hour	3 Sections	3 hours minimum \$165 (Max \$350 per day)

## **IMPORTANT REMINDERS**

HAAR may restrict the use of its facilities during extreme weather, including but not limited to tornado warnings, windstorm warnings, road closures, ice storms, unavailability of utilities, building damage, etc.

- The Association of REALTORS® as holder must accompany the rental contract.
- A signed contract is required and must be on file with the Association office.
- Fees may be waived in some circumstances when deemed beneficial to the Association (e.g., reciprocal parking, charitable event, etc.)
- The Association (HAAR) is not responsible for damage to vehicle and/or personal property occurring on premises.
- This is a non-smoking facility. Receptacles are placed at the entrances to the building for disposing of cigarette butts.
- The Responsible member (as designated on the rental application) must be always present and ensure the building is secured.
- All soft drinks, food, cups, utensils, etc. to be provided by renter. HAAR will provide coffee and coffee supplies at a charge of \$10 per urn.

Alcoholic beverages:

If they are served, a Certificate of Liability, naming the Huntsville Area of Association of REALTORS® must be on file.

## STATEMENT OF INVESTMENT POLICY

### GUIDELINES & SCOPE OF INVESTMENT POLICY

This statement of Investment Management Procedures and Guidelines has been adopted by the Board of Directors to provide guidelines and procedures for the investment of funds held by the Huntsville Area Association of REALTORS® (HAAR).

### DEFINITIONS

1. "Operating Fund" shall mean the HAAR funds used in the daily operations of the organization.
2. "Board of Directors" shall refer to the governing board established to administer the Long-term Reserve as specified by applicable ordinance.
3. "Finance Committee" shall refer to the governing body appointed by the Board of Directors to make investment management recommendations and monitor those recommendations.
4. "Investment Committee" shall be a sub-Committee of the Finance Committee organized to ensure the Investment Policy is being properly executed upon, monitor investment results, and make recommendation to the Finance Committee regarding governance and management of the HAAR Long-term Reserves.
5. "HAAR Management" shall consist of the Investment Committee, the Finance Committee and the HAAR Board of Directors.
6. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over Long-term Reserve management or any authority or control over management, disposition, or administration of the Long-term Reserve's assets.
7. "Investment Manager" shall mean any individual, or group of individuals, or fund, employed to manage the investments of all or part of the Long-term Reserve assets.
8. "Investment Management Consultant" shall mean any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, investment manager search, and performance monitoring.
9. "Securities" shall refer to the marketable investment securities, which are defined as acceptable in this statement.
10. "Investment Horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this Long-term Reserve is perpetual with the existence of HAAR. However, for asset allocation purposes, a ten-year time horizon will be utilized.

### PURPOSE OF THIS INVESTMENT POLICY STATEMENT

This statement of Investment Policy is set forth by the Board of Directors of the HAAR to:

- Define and assign the responsibilities of all involved parties.
- Establish a clear understanding for all involved parties of the investment goals and objectives of Long-term Reserve assets.
- Offer guidance and limitations to all Investment Managers regarding the investment of the Long-term Reserve assets.
- Establish a basis for evaluating investment results.
- Manage Long-term Reserve assets according to prudent standards.
- Establish the relevant investment horizon for which the Long-term Reserve assets will be managed.

In general, the purpose of this statement is to outline a philosophy and attitude, which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

#### **LONG-TERM INVESTMENT OBJECTIVES**

In order to meet its needs, the investment strategy of HAAR is to emphasize Total Return; that is, the aggregate return from capital appreciation and dividend and interest income.

Specifically, the primary objective for Long-term Reserve assets shall be:

Long-Term Moderate Growth of Capital – To emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index.

#### **DELEGATION OF AUTHORITY**

The Board of Directors of HAAR is a fiduciary and is responsible for directing and monitoring the investment management of the Association's assets, including assets of the Long-term Reserve as approved by this policy. As such, the Board of Directors has delegated to the Finance Committee the oversight of the investment policy and has certain responsibilities to be delegated to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The Investment Management Consultant will assist the Investment Committee in establishing the investment policy, objectives, and guidelines; selecting Investment Managers; reviewing such Investment Managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager. The Investment Manager has the discretion to purchase, sell, or hold the specific securities that will be used to meet the investment objectives of the Long-term Reserves.
3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Long-term Reserve, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Long-term Reserve accounts.
4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Board of Directors to assist in meeting its responsibilities and obligations to administer the Long-term investment assets prudently.
5. The Finance Committee will not reserve any control over investment decisions, except for specific limitations described in these statements. Managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.
6. If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable and will be borne by the Fund as deemed appropriate and necessary.

## **ASSIGNMENT OF RESPONSIBILITY**

### Responsibility of the Investment Management Consultant(s)

The Investment Management Consultant's role is that of a non-discretionary advisor to the Finance Committee of HAAR. Investment advice concerning the investment management of Long-term Reserve assets will be offered by the Investment Management Consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement. Specific responsibilities of the Investment **Management Consultant include:**

1. Assisting in the development and periodic review of investment policy.
2. Conducting Investment Manager searches based on recommendations to the Finance Committee and when requested by the Investment Committee.
3. Providing "due diligence", or research, on the Investment Manager(s).
4. Monitoring the performance of the Investment Manager(s) to provide the Investment Committee with the ability to determine the progress toward the investment objectives.
5. Communicating matters of policy, Investment Manager research, and Investment Manager performance to the Investment Committee.
6. Reviewing the Long-term Reserve investment history, historical capital markets performance and the contents of this Investment Policy Statement to any newly appointed members of the Investment Committee.

## **RESPONSIBILITY OF THE INVESTMENT MANAGER(S)**

Each Investment Manager will have full discretion to make all investment decisions for the assets placed under their jurisdiction, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement. Specific responsibilities of the Investment Manager(s) include:

1. Having full discretion to make all investment decisions for the assets placed under its mandate, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this Investment Policy.
2. Communicating any major changes to economic outlook, investment strategy, or any other factors, which affect implementation of their investment process.
3. Informing the Investment Committee regarding any qualitative change to investment management organization: Examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.
4. Voting proxies, if requested by the Board of Directors or Investment Committee, on behalf of the Long-term Reserve, and communicating such voting records to the Investment Committee on a timely basis.
5. Reporting, on a timely basis, quarterly investment performance results.



### **SELECTION OF INVESTMENT MANAGERS**

HAAR management will have the authority to select the appropriate Investment Manager(s) for each asset class allowed by this investment policy upon the recommendation of the Investment Management Consultant. The selection of Investment Managers must be based on a prudent due diligence process.

A qualifying investment manager must be a registered investment advisor under the Investment Advisors Act of 1940, or a bank or insurance company. The Finance Committee requires that each investment manager provide, in writing, acknowledgment of fiduciary responsibility to the Investment Committee.

Investment Managers being considered will be evaluated on several factors, including but not limited to, the needs of HAAR, the pattern of the historical rates of return and the volatility to those returns, styles of management, adherence to style, research capability, staffing, fees, and other factors considered relevant.

### **TERMINATION OF MANAGER**

HAAR management and the Finance Committee will evaluate quarterly each of the Investment Manager's trailing 12-month performance as well as rolling three and five-year period results. The Investment Committee and HAAR Management has the authority to terminate an Investment Manager for any reason including the following:

1. The convenience of the Long-term Reserve.
2. Unacceptable justification of poor investment results given the discipline employed and the risk parameters established.
3. Failure to adhere to this Statement of Investment Policy, including communication and reporting requirements.
4. Significant changes to the investment management organization deemed adverse to the interests of the Long-term Reserve.

### **FEES FOR PROFESSIONAL SERVICES**

Fees for professional services must be competitive, customary and reasonable. All fees will be subject to audit by the Investment Committee. Professional fees will be paid from the assets of the HAAR.

### **GENERAL INVESTMENT PRINCIPLES**

1. Investments shall be made solely in the interest of the beneficiaries of the Long-term Reserve.
2. The Long-term Reserve shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the investment of a Long-term Reserve of like character and with like aims.
3. Investment of the Long-term Reserve shall be so diversified as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
4. The Investment Committee may employ one or more Investment Managers of varying styles and philosophies to attain the Long-term Reserve's objectives.
5. Cash is to be always employed productively, by investment in short-term cash equivalents to provide safety, liquidity, and return.

#### **INVESTMENT MANAGEMENT POLICY**

1. Preservation of Capital - Consistent with their respective investment styles and philosophies, Investment Managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.
2. Risk Aversion - Understanding that risk is present in all types of securities and investment styles, the Board of Directors recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the long-term Reserve's objectives. However, the Investment Managers are to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.
3. Adherence to Investment Discipline - Investment Managers are expected to adhere to the investment management styles for which they were hired. Investment Managers will be evaluated regularly for adherence to investment discipline.

#### **SPENDING POLICY**

This account is established as a portion of the HAAR Long-term Restricted Reserves Account. No spending shall occur without prior approval from the HAAR Board of Directors as outline in Appendix 2, HAAR Bylaws, Article X, Section 5.

#### **SPECIFIC INVESTMENT GOALS**

The HAAR Board of Directors recognizes that by authorizing spending, the HAAR's purchasing power *may* be subject to erosion unless the investment strategy implemented can support the current and future levels of spending.

Over the investment horizon of 10 years, the objective of the aggregate Long-term Reserve is to exceed an average target rate of return of 5% per year.

The investment goals above are the objectives of the aggregate Long-term Reserve and are not meant to be imposed on each investment account (if more than one account is used). The goal of each Investment Manager, over the investment horizon, is to:

1. Meet or exceed the market index, or blended market index, selected and agreed upon by the Finance Committee and the Investment Manager. The index will most closely correspond to the style of the Investment Manager.
2. Display an overall level of risk in the portfolio, which is no greater than the risk associated with the benchmark specified above. Risk will be measured by the standard deviation of quarterly returns.

Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement of investment policy. Each manager shall receive a written statement outlining his specific goals and constraints as they differ from those objectives of the entire Long-term Reserve.

**DEFINITION OF RISK**

The HAAR Board of Directors realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the Long-term Reserve’s assets should understand how it defines risk so that the assets are managed in a manner consistent with the Long-term Reserve's objectives and investment strategy as designed in this statement of Investment Policy. The Investment Committee defines risk as:

The probability of not meeting the Long-term Reserve’s objectives.

**VOLATILITY OF RETURN**

The Target Mix, as stated in the appendix, has an expected return in one year of 5%. The expected risk is the standard deviation from this mean return. The larger the standard deviation percentage the greater the portfolio volatility.

The Time Horizon Target Mix will be obtained over a period of time based on cash demands on the portfolio and can be changed periodically by the Investment Committee, within the approved guidelines, and periodically reported to the Finance Committee.

**ASSET ALLOCATION GUIDELINES**

Investment management of the assets of the Long-term Reserve shall be in accordance with the following asset allocation guidelines:

- 1. Aggregate Long-term Reserve Asset Allocation Guidelines (at market value)

<u>Asset Class</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Preferred</u>
<u>Equities</u>	20%	55%	31%
<u>Fixed Income</u>	45%	80%	69%
<u>Cash and Equivalents</u>	0%	35-15%	0%

- 2. In the event that the above aggregate asset allocation guidelines are violated, for reasons including but not limited to market price fluctuations, the HAAR Management or Investment Committee will instruct the Investment Management Consultant to bring the portfolio(s) into compliance with these guidelines as promptly and prudently as possible. In the event that any individual Investment Manager’s portfolio is in violation with its specific guidelines, for reasons including but not limited to market price fluctuations, the HAAR Management or Investment Committee expects that the Investment Management Consultant will instruct the Investment Manager to bring the portfolio into compliance with these guidelines as promptly and prudently as possible without instruction from the HAAR Management or Investment Committee.

**LIQUIDITY**

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Investment Committee will periodically provide the Investment Management Consultant with an estimate of expected net cash flow. The Investment Committee or HAAR Management will notify the Investment Management Consultant in a timely manner, to allow sufficient time to build up necessary liquid reserves.

To maintain the ability to deal with unplanned cash requirements that might arise, the Investment Committee realizes that 0-15% of Long-term Reserve assets are periodically maintained in cash or cash equivalents, including money market reserves or short-term U.S. Treasury bills by the Investment Manager.

**MARKETABILITY OF ASSETS**

The Board of Directors requires that all of Long-term Reserve's assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the Long-term Reserve, with minimal impact on market price.

**INVESTMENT GUIDELINES****Allowable Assets Cash Equivalents**

- Treasury Bills
- Money Market Reserves
- STIF Reserves
- Commercial Paper
- Banker's Acceptances
- Repurchase Agreements
- Certificates of Deposit

**Fixed Income Securities**

- U.S. Government and Agency Securities
- Corporate Notes and Bonds
- Mortgage-Backed Bonds
- Preferred Stock
- Fixed Income Securities of Foreign Governments and Corporations
- Planned Amortization Class Collateralized Mortgage Obligations (PAC CMOs) or other "early tranche" CMOs

**Equity Securities**

- Common Stocks
- Convertible Notes and Bonds
- Convertible Preferred Stocks
- American Depository Receipts (ADRs) of Non-U.S. Companies
- Stocks of Non-U.S. Companies (Ordinary Shares)

**Mutual Funds**

- Mutual Funds which invest in securities as allowed in this statement.

**Other Assets**

- Alternative Investments to be approved by the Board of Directors.

**DERIVATIVE INVESTMENTS**

Derivative securities are defined as synthetic securities whose price and cash flow characteristics are based on the cash flows and price movements of other underlying securities.

Most derivative Securities are derived from equity or fixed income securities and are packaged in the form of options, futures, CMOs (PAC bonds, IOs, POs, residual bonds, etc.), and interest rate swaps, among others. The Investment Committee feels that many derivative securities are relatively new and therefore have not been observed over multiple economic cycles. Due to this uncertainty, the Investment Committee will take a conservative posture on derivative securities in order to maintain its risk adverse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of this document to list specific derivatives that are prohibited from investment, rather it will form a general policy on derivatives. Unless a specific type of derivative security is allowed in this document, the Investment Manager(s) must seek permission from the HAAR Board of Directors to include derivative investments in the Long-term Reserve's portfolio. The Investment Manager must present information as to the expected return and risk characteristics of such investment vehicles.

**PROHIBITED TRANSACTIONS**

In general, prohibited transactions include, but are not limited to the following, unless approved by the Board of Directors:

1. Margin Transactions
2. Private Placements
3. Options
4. Limited Partnerships
5. Venture-Capital Investments
6. Real Estate Properties
7. Short Selling

**DIVERSIFICATION FOR INVESTMENT MANAGERS**

The Board of Directors does not believe it is necessary or desirable that securities held in the Long-term Reserve represent a cross section of the economy. However, in order to achieve a prudent level of portfolio diversification, the securities of any one company should not exceed 5% (cost basis) of the total Long-term Reserve or 10% (market value) of the total Long-term Reserve. No more than 20% of the total Long-term Reserve should be invested in any one industry. Individual U.S. Treasury and U.S. Agency securities may represent up to 100% of the Long-term Reserve's aggregate bond position.

## **GUIDELINES FOR FIXED INCOME ALLOCATION**

### **Fixed income Investments and Cash Equivalents**

No less than 80% of the fixed income assets may be invested in investment grade bonds rated BBB/Baa (or equivalent) or better. Up to 30% of the total portfolio may be invested in non-rated bonds or bonds of less than investment grade as well as non-dollar demonstrated securities.

Long-term Reserve assets may be invested only in commercial paper rated A1 (or equivalent) or better. Fixed income maturity restrictions are as follows:

- Average duration of the portfolio should be +/- 1 year to the index.
- Money Market Reserves selected shall contain securities whose credit rating at the absolute minimum would be rated investment grade by Standard and Poors, and/or Moody's.

### **Performance Review and Evaluation**

Performance reports generated by the Investment Manager shall be compiled at least quarterly and communicated to the Investment Committee for review. The investment performance of the total portfolio, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration will be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement. The Investment Committee intends to evaluate the portfolio(s) over at least rolling three- and five-year periods.

Investment Managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

### **Investment Policy Review**

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of Investment Policy, the Finance Committee plans to review Investment Policy at least annually.

This statement of Investment Policy is adopted on February 24, 2015 by the Finance Committee and the Board of Directors of the Huntsville Area Association of Realtors®.

## APPENDIX - 1

### HAAR Target Allocation Mix

#### Executive Summary

**Type of Plan** Non-Profit Corporation Long Term

**Current Assets:** \$207,000

**Time Horizon:** 10 Years

**Expected Return:** 5.0%

**Risk Tolerance:** Moderate

**Spending Policy:** \*1<sup>st</sup> 3 Years – 5% of Market Value

\*Thereafter - 5% of Trailing 3 Years

*Average Market Value*

#### Asset Allocation

<u>Asset Class</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Preferred</u>
<u>Equities</u>	20%	55%	31%
<u>Fixed Income</u>	45%	80%	69%
<u>Cash and Equivalents</u>	0%	15%	0%

#### Evaluation Benchmark:

1. Total return to exceed the performance of a policy index based upon the strategic asset allocation of the Fund long-term restricted reserves to various broad asset classes. The investment manager shall provide the benchmark. Specifically, the policy index will be a custom weighted index based on the current recommended portfolio mix:
  - S&P 500 Index
  - Barclays Capital Aggregate Index
  - 90-day T-bill

The Investment Committee may employ investment managers whose investment disciplines require investment outside the established asset allocation guidelines. However, taken as a component of the aggregate Fund, such disciplines must fit within the overall asset allocation guidelines established in this statement. Such investment managers will receive written directions from the Investment Committee regarding specific objectives and guidelines.

2. In the event that the above aggregate asset allocation guidelines are violated, for reasons including but not limited to market price fluctuations, the Investment Committee will instruct the Investment Manager(s) to bring the portfolio(s) into compliance with these guidelines as promptly and prudently as possible.
3. In the event that any individual Investment Manager's portfolio is in violation with its specific guidelines, for reasons including but not limited to market price fluctuations, the Investment Committee expects that the Investment Manager will bring the portfolio into compliance with these guidelines as promptly and prudently as possible without instruction from the Investment Committee.



## APPENDIX - 2

### DEPOSIT & EXPENDITURES

- A. Deposits and expenditures of funds shall be in accordance with policies established by the Board of Directors.
- B. All expenditures will be authorized by the Board of Directors and evidenced by two **(2)** authorized signatures. Four **(4)** authorized signatures are required on the signature card on all bank accounts for the Huntsville Area Association of REALTORS® and the Valley. The four **(4)** shall be the President, Treasurer, Association Executive, and Finance Director. Two **(2)** signatures are required for operational and contractual expenses within the parameters established by the annual budget. Any non-budgeted items will require the signature of one **(1)** Association Officer and one **(1)** staff member as listed above.
- C. Any non-budgeted items in excess of \$25,000.00 shall be brought to the general membership for their approval at a duly called membership meeting, except that, on a vote of seventy-five percent (75%) of the Board of Directors that time is critical, a general membership meeting may be called on a twenty four (24) hour notice, notwithstanding the requirements of Article XII, section 5, that notice must be given at least one **(1)** week preceding a special called membership meeting if such notice is made by phone to Designated REALTORS® and by NAMLS computer message. (10-0)

## APPENDIX – 3

### TRAVEL POLICY

#### REIMBURSED EXPENSE

The following is to be used as a guideline for determining reimbursable expenses for Huntsville Area Association of REALTORS® (HAAR) personnel, officers, directors and others as noted **while doing the work of, or representing HAAR**. The number of attendees designated for anyone meeting and expenses to be reimbursed may vary from time to time with economic conditions and with changing personnel and directors. The information contained below is to be used as an overall guideline for reimbursement. Every effort should be made to be a good steward of the Association's resources, to include booking flights at least 30 days in advance and taking advantage of any discounts. Travel expenses must be reasonable and adequately documented to satisfy the Association's policy and IRS regulations. ***The staff has the authority to question expenses that appear excessive or are unsubstantiated.***

#### EXECUTIVE OFFICERS OF THE ASSOCIATION:

The Executive Officers are to attend the AAR Winter Conference, AAR Summer Conference and AAR Annual Convention, NAR Mid-Year Meeting and NAR Annual Convention, and any other meetings approved by the Officers and Directors. (President Elect to also attend NAR Leadership Meeting) (rev 8- 2014).

**Note:** The travel expenses for the ValleyMLS.com Chair fall under ValleyMLS.com  
The travel expenses for the Treasurer are to be paid as one half by ValleyMLS.com and one half by HAAR for:

- Early Registration Fees
- Transportation costs, to be claimed by the driver only, are limited to the lesser of the standard mileage rate at allowable per mile set by IRS or coach airfare at the nonrefundable ticket rate, if necessary, to out of state meetings. (rev 10-2014) (Carpooling recommended)
- Room. (Hotel Block Rates only).
- Tickets to special functions.
- Meals up to an average of \$50 per day for AAR meetings and \$75 per day for NAR meetings.

#### CHIEF EXECUTIVE OFFICER/EXECUTIVE VICE PRESIDENT:

**Note:** One half of these expenses are to be paid by ValleyMLS.com and one half by HAAR for:

- Early Registration Fees
- Transportation costs, to be claimed by the driver only, are limited to the lesser of the standard mileage rate at allowable per mile set by IRS or coach airfare at the nonrefundable ticket rate, if necessary, to out of state meetings. (rev 4-2012) (Carpooling recommended)
- Room (Hotel Block Rates only)
- Tickets to special functions
- Meals up to an average of \$50 per day for AAR meetings and \$75 per day for NAR meetings.

- Meetings to include all AAR Meetings, all National meetings, AAR/NAR Executive Officer's Seminars,
- AAR AE Workshop, NAR Leadership meeting, and the Annual Convention of the ASAE or the Inman Convention (rev 8-2014).

Any other meetings or expenses are to be approved on a case-by-case basis by the Executive Committee.

**INCOMING TREASURER TO ATTEND NATIONAL ANNUAL CONVENTION (rev 4-2012)**

**Note:** The travel expenses for the Incoming Treasurer are to be paid as one half by ValleyMLS.com and one half by HAAR (10-2019).

- Early Registration Fees
- Transportation costs, to be claimed by the driver only, are limited to the lesser of the standard mileage rate at allowable per mile set by IRS; or coach airfare at the nonrefundable ticket rate, if necessary, to out of state meetings. (rev 10-2014) (Carpooling recommended)
- Room. (Hotel Block Rates only).
- Tickets to special functions.
- Meals up to an average of \$75 per day.

**STATE DIRECTORS REPRESENTING THE HUNTSVILLE AREA ASSOCIATION OF REALTORS®**  
(revised 3/29/2016):

The amendment 1 will allow the state director to choose which of the AAR meetings they wish to attend and to submit receipts for reimbursement.

**STATE DIRECTORS**

(Note: Amount is subject to annual revision)

- State Directors, unless otherwise reimbursed, shall be reimbursed for travel up to \$2,230 per year per State Director, with receipts being required, provided they attend the State Directors' meeting in its entirety, and are present at the time of adjournment.
- Eligible travel allowances must be provided for in the annual budget or otherwise approved in advance in accordance with the Association's Financial Policies.

**NATIONAL DIRECTORS REPRESENTING HAAR AT NAR MEETINGS:**

Same as "State Directors", but for NAR meetings only. Per Diem will increase to \$75/day.

**HUNTSVILLE AREA ASSOCIATION DIRECTORS:**

\$200 stipend for attendance at AAR Winter Conference or AAR Summer Conference. (rev 4-2012)

**HAAR COMMITTEE CHAIRMEN OR TASKFORCE CHAIRMEN ATTENDING THEIR RESPECTIVE AAR COMMITTEE MEETINGS OR HAAR MEMBERS SERVING ON AAR COMMITTEES OR TASK FORCES:**

Up to \$200 reimbursement per trip (1 reimbursement per trip, regardless of how many additional meetings are attended on that trip).

**HAAR REALTOR® MEMBERS RECEIVING AAR or NAR AWARD:**

Reimburse travel, hotel, per diem and registration expenses to any HAAR member, who has received an AAR or NAR Award and must travel to an AAR or NAR meeting to accept the award. This reimbursement shall follow the same criteria as State Directors.

**REIMBURSEMENT PROCEDURE**

1. It is the traveler's duty to minimize costs wherever possible by car-pooling, taking public transportation, splitting cab expenses, splitting costs of hotel rooms. (rev11-2012)
2. Prior to attending conventions, meetings, etc. members that have received approval by the Officers and Directors for reimbursement by HAAR, should obtain an expense report form from the Association's CEO or Bookkeeper. (rev8-2014)
3. The completed expense report form must be returned to the Association's CEO or Bookkeeper within 30 days of attending meetings and shall not extend into a new fiscal year. (rev 8-2014)
4. In general, receipts should accompany each item on the expense report whenever possible and must accompany any expense in excess of \$25.00. Receipts must accompany items such as travel, lodging, etc., and should be well documented. Receipts are not required for meals covered by the per diem.
5. Reimbursement shall be made in only one category. There shall be no duplication of reimbursement.
6. Per Diem shall begin on the day of the first attended meeting unless the time of and distance to the first meeting requires the member to leave the day before. In such case, the Per Diem shall be:
  - \$40 for the departure day and full per diem for each remaining day (rev 8-2014).
  - Per Diem shall end the same day as the last meeting unless the time of and distance from it requires the member to stay over another night
  - . In such a case the per diem shall be \$40 for the departure day.
7. Unless otherwise specified, Hotel rooms shall be reimbursed beginning the night of the first meeting unless the time of and distance to the first meeting requires the member to leave the day before. Reimbursement shall end the morning of the last meeting unless the time of and distance from it requires the member to stay over another night.
8. Each driver will be reimbursed at the rate as outlined in the respective reimbursement procedure above (rev 9-2013). Transportation costs are to be claimed by the driver only.
9. Airfare costs are to be determined as the lowest achievable priced flight 30 days prior to travel (to include one (1) checked bag and one (1) carry-on bag) and transportation to/from hotel (rev 8-2014). Car-pooling is encouraged and will be considered when determining whether flying or driving is justifiable. (Rev 11-2012)

10.If reimbursable airfare savings can be shown to offset additional Per Diem and Hotel charges by extending the member’s stay (such as over a Saturday etc.) the additional day(s) Hotel and Per Diem will be reimbursed.

- Reasonable expenses for tips (non-food related), taxi, bus, parking, tolls, hotel internet access, etc. are reimbursable. (rev 4-2012)
- Entertainment expenses not related to association business, mileage for side trips, ancillary hotel charges (such as, but not limited to: room service, movies, phone calls, mini bar, wet bar, dry cleaning, health club fee, snacks etc.) are notreimbursable.

#### **ELIGIBILITY**

An eligibility list should be formalized by the Officers and Directors of HAAR at the beginning of each year or no later than prior to each meeting or convention involving travel expense.

#### **OTHER EXPENSES**

Any other expense shall be submitted for approval on a case-by-case basis. ***The staff has the authority to question expenses that appear excessive or are unsubstantiated.***

#### **REVISION DATES**

Revision Date Effective: 4/1/2009, 4/24/2012, 8/2014, 3/29/2016, 10/12/2017,

10/4/18, 4/2019-leadership restructure, 10/2019 Adopted 10/2019

Revisions were made to align with the new leadership structure and travel changes that were implemented September 2019.

Last revision: February 2018 (added Investment Policy that was approved in February 2015) Last revision: November 23, 2020

New Structure	Term									
		Inman	AAR Capitol	AEI	NAR Mid-year DC	Inman	NAR Leadership	CMLS	AAR Annual	NAR Annual
		January	Feb/Mar	March	May	July	August	September	Sep/Oct	November
CEO	contract	ValleyMLS	1/2 HAAR 1/2 ValleyMLS	1/2 HAAR 1/2 ValleyMLS	1/2 HAAR 1/2 ValleyMLS	ValleyMLS	1/2 HAAR 1/2 ValleyMLS		1/2 HAAR 1/2 ValleyMLS	1/2 HAAR 1/2 ValleyMLS
MLS Chair	1 year	ValleyMLS						ValleyMLS		ValleyMLS
Incoming MLS Chair	<i>special election if HAAR Pres does not move up</i>									
								ValleyMLS		ValleyMLS
HAAR President	1 year		HAAR pays		HAAR pays			ValleyMLS	HAAR pays	HAAR pays
President Elect	1 year		HAAR pays		HAAR pays		HAAR pays		HAAR pays	HAAR pays
VP	1 year					ValleyMLS				HAAR pays
Incoming VP	<i>elected in the Fall for the VP position in the upcoming year</i>									
					1/2 HAAR 1/2 ValleyMLS					1/2 HAAR 1/2 ValleyMLS
Treasurer	2 year									
Attorney								Andrea - ValleyMLS		Rob - HAAR