Outer Banks Association of REALTORS®
Policy Manual, Section A: General Policies

Last Revision: October 15, 2026

The Outer Banks Association of REALTORS® is an association of volunteer members governed by Bylaws adopted in October 1984 and incorporated in April 1986. Qualification for and objectives of membership are found in the Bylaws, as approved by the National Association of REALTORS®. The governing body of the Association is a Board of Directors. The activities of the Association are carried out through Committees of volunteer members. All Association functions and activities are supported by paid staff and administered by an Executive Officer. The policies found in this manual are in addition to, not a replacement for, the Association's Bylaws. These policies serve to provide details concerning Membership, Board of Directors, Staff, Contracted Professional Services and Operating Policies not delineated in the Association's Bylaws.

DIVERSITY, EQUITY, AND INCLUSION

The Outer Banks Association of REALTORS®, representing over 1,100 REALTORS® who reside in our diverse communities, embodies our REALTOR® Code of Ethics, the governing document which protects the housing rights of all people, regardless of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. We embrace equality and inclusivity, honoring individuals and respecting differing perspectives to reach common goals for the betterment of all. Racism and discrimination have no home here.

The Outer Banks Association of REALTORS® shall promote diversity, equity, and inclusion within the Outer Banks Association of REALTORS® membership and leadership and provide guidance, input and support to diversity initiatives that will create cultural shifts as supported in the Outer Banks Association of REALTORS® Strategic Plan. (3/2023)

To this end we affirm the following:

- Diversity, equity, inclusion, and collaboration is a benefit to our members and essential to the success and advancement of the Association. Diversity is critical to achieving our mission of providing the highest standards of service to our members and to the public in an ethical and professional manner.
- We embrace a culture of open-mindedness that encourages multiple perspectives to enhance our collaborative solutions, drive innovation, and create and deliver value in all that we do.
- We are committed to creating and nurturing a diverse, equitable and inclusive membership community, organizational workplace, and community partner network and to fostering mutual respect between all individuals.
- We accept diverse perspectives — inclusive of race, ethnicity, gender, religion, age, sexual orientation, gender identity, disability, national origin, socioeconomic status, political affiliation, neurodiversity, or any other qualities by which we may define ourselves.
- We believe that, together, we can build an inclusive culture that encourages, supports, and celebrates the diverse expressions of all members. By ensuring diversity, equity, and inclusion are at the core of what we do, we energize our mission and provide the most effective service to all, including our communities.
- We strive to create a safe environment within the Outer Banks Association of REALTORS® that is inclusive, that celebrates cultural differences, and where the quality of opportunity is available for underrepresented groups and individuals from all backgrounds to grow to their full potential and into leadership roles.

Outer Banks Association of REALTORS®
Statement of Policy, Section A: General Policies

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1 Definitions

"Board" means Board of Directors, Outer Banks Association of REALTORS®.

"Association" means the Outer Banks Association of REALTORS®.

2 Membership

2.1 Application

All applicants for membership in the Association must submit a completed, signed Application Form to Association Staff. This application must be accompanied by an application fee in an amount specified by the Board. Application fees are non-refundable and non-transferable; unless the applicant is denied membership, in which case the fee will be returned. Applicants who do not complete the application process during the required time permitted will not be entitled to a refund. (1/2013)

2.2 Orientation Course

Applicants for REALTOR® membership in the Association are required to attend and successfully complete a course of instruction otherwise known as Orientation. Attendance at an Orientation Course is mandatory. Failure to satisfy this requirement within sixty (60) days of the date of application will result in denial of the membership application. New members will be provided with two opportunities to attend an orientation class. If the second given opportunity to attend an orientation class is outside of this 60-day window, it will still be considered as meeting this requirement. Reapplication to the Association will require payment of a new application fee. In any event, applicants must participate in and pass the examination given at the end of the Orientation Course. In the event an applicant fails to pass the prescribed examination for REALTOR® membership, he will be given the opportunity to take it again within three (3) days from the testing date; if applicant fails a second time, they must retake the orientation course. (05/2020) (7/2022)

2.2.1 After receiving a completed application, and prior to scheduling Induction, the Membership Committee will supply each applicant with a packet of information to include but not be limited to a copy of the Bylaws, Policy, Code of Ethics, and MLS Rules and Regulations.

2.2.2 New members shall submit a New Member Code of Ethics Orientation Certificate of Completion to have access to the MLS. (06/2020)

2.2.3 New members shall submit a FAIRHAVEN, or NAR equivalent Fair Housing training Certificate of Completion. (7/2022) (10/2026)

2.3 Member Status Changes

Upon termination of employment or association with a REALTOR® firm, a REALTOR® member in good standing will be eligible for reinstatement, if he becomes employed by or associated with another REALTOR® firm within one hundred eighty (180) days of such termination. Establishment of the REALTOR® member's own business within such one hundred eighty (180) day period is also eligible for reinstatement. If membership of the Association has not been reinstated within one hundred eighty (180) days, he will thereafter apply for membership in the manner prescribed for new applicants.

2.3.1 A REALTOR® who changes the conditions under which he/she holds membership shall be required to provide written notification to the association within 30 days. A REALTOR® (non-designated) who becomes a designated REALTOR® in the firm with which he/she has been licensed or, alternatively, becomes a designated

REALTOR® in a new firm which will be comprised of REALTORS® may be required to satisfy any previously unsatisfied membership requirements applicable to REALTOR® (designated) members but shall, during the period of transition from one status of membership to another, be subject to all of the privileges and obligations of a REALTOR®. If the REALTOR® (non-designated) does not satisfy the requirements established in the Bylaws for the category of membership to which they have transferred within 60 days of the date they advised the association of their change in status, their new membership application will terminate automatically unless otherwise so directed by the board of directors. (7/2022)

2.3.2 A REALTOR® who is transferring his/her license from one firm comprised of REALTORS® to another firm comprised of REALTORS® shall be subject to all the privileges and obligations of membership during the period of transition. If the transfer is not completed within 60 days of the date the association is advised of disaffiliation with the current firm, membership will terminate automatically unless otherwise so directed by the board of directors. (7/2022)

2.3.3 Any application fee related to a change in membership status shall be reduced by an amount equal to anyapplication fee previously paid by the applicant. (7/2022)

2.3.4 If a member resigns from the association or otherwise causes membership to terminate with an ethics complaint pending, the complaint shall be processed until the decision of the association with respect to disposition of the complaint is final by this association (if respondent does not hold membership in any other association) or by any other association in which the respondent continues to hold membership. If an ethics respondent resigns or otherwise causes membership in all Boards to terminate before an ethics complaint is filed alleging unethical conduct occurred while the respondent was a REALTOR®, the complaint, once filed, shall be processed until the decision of the association with respect to disposition of the complaint is final. In any instance where an ethics hearing is held after an ethic respondent's resignation or membership termination, any discipline ratified by the Board of Directors shall be held in abeyance until such time as the respondent rejoins an association of REALTORS®. (7/2022)

2.3.5 If a member resigns or otherwise causes membership to terminate, the duty to submit to mediation and arbitration continues in effect even after membership lapses or is terminated, providedthat the dispute arose while the former member was a REALTOR®. (7/2022)

2.3.6 If a REALTOR® Member is a sole proprietor in a firm, a partner in a partnership, or an officer in a corporation and is suspended or expelled, the firm, partnership, or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension, or until readmission to REALTOR® membership, or unless connection with the firm, partnership, or corporation is severed, or management control is relinquished, whichever may apply. The membership of all other principals, partners, or corporate officers shall suspend or terminate during the period of suspension of the disciplined Member, or until readmission of the disciplined Member, or unless connection of the disciplined Member with the firm, partnership, or corporation is severed, or unless the REALTOR® who is suspended or expelled removes himself from any form or degree to management control of the firm for term of the suspension or until readmission to membership, whichever may apply. Removal of an individual from any form or degree of management control must be certified to the Association of the Member who is being suspended or expelled and by the individual who is assuming management control, and the signatures of such certification must be notarized. In the event the suspended or expelled Member is so certified having relinquished all form or degree of management control of the firm, the membership of other partners, corporate officers, or other individuals affiliated with the firm shall not be affected, and the firm partnership or corporation may continue to use the terms REALTOR® and REALTOR® in connection with its business during the period of suspension or until the former Member is readmitted to membership in the Association. The foregoing is not intended to preclude a suspended or expelled Member from functioning as an employee or independent contractor, providing no management control is exercised.

Further, the membership of REALTORS® other than principals who are employed or affiliated as independent contractors with the disciplined Member shall suspend or terminate during the period of suspension of the disciplined Member or until readmission of the disciplined Member, or unless connection of the disciplined Member with the firm, partnership, or corporation is severed, or management control is relinquished, or unless the REALTOR® Member (non-principal) elects to sever his connection with the REALTOR® and affiliate with another REALTOR® Member in good standing in the Association, whichever may apply. (7/2022)

2.3.7 If a REALTOR® Member other than a sole proprietor in a firm, partner in a partnership, or an officer of a corporation is suspended or expelled, the use of the terms REALTOR® or REALTORS® by the firm, partnership or corporation shall not be affected. (7/2022)

2.3.8 In any action taken against a REALTOR® Member for suspension or expulsion under Section 2.3.6 hereof, notice of such action shall be given to all REALTORS® employed by or affiliated as independent contractors with such REALTOR® Member and they shall be advised that the provisions in, Section 2.3.6 shall apply. (7/2022)

2.4 Dues and Obligations

State and National Association's dues for all Members shall be payable annually in advance in the first week of January. Local Association dues for all Members shall be payable annually in advance, in the first week of July. Dues for new Members shall be calculated from the first day of the month in which application has been made and will be prorated for the remainder of the year. Resignation will not relieve a member of their obligations for dues and fees already incurred. (7/2022)

2.4.1 In the event a sales broker or licensed or certified appraiser who holds REALTOR® membership is dropped for nonpayment of Association dues, and the individual remains with the Designated REALTOR®'s firm, the dues obligation of the Designated REALTOR® as set forth in Bylaws Article X, Section 2(a) will be increased to reflect the addition of a non-member licensee. Dues shall be calculated from the first day of the current fiscal year and are payable within 30 days of the notice of termination. (7/2022)

2.4.2 If dues, fees, fines, or other assessments including amounts owed to the Association or the Association's multiple listing service are not paid within one (1) month after the due date, the nonpaying member is subject to suspension at the discretion of the board of directors. Two (2) months after the due date, membership of the non-paying member may be terminated at the discretion of the board of directors. Three (3) months after the due date, membership of the nonpaying Member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or expel a member for nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the board of directors. A former Member who has had his/her membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these policies or the provisions of other Rules and Regulations of the Association or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, after making payment in full of all accounts dues as of the date of termination. (7/2022)

2.4.3 All dues, fees, fines, assessments, or other financial obligations to the Association or Association Multiple Listing Service shall be noticed to the delinquent Association Member in writing setting forth the amount owed and due date. (7/2022)

2.4.4 The dues of REALTOR® Members who are REALTOR® Emeriti (as recognized by the National Association), past presidents and past treasurers of the National Association and recipients of the Distinguished Service Award shall be as determined by the Board of Directors. (Amended 11/2013) (7/2022)

2.4.5 Waiver of Dues

(a) Military Service: Upon request by member or firm, local association dues will be waived for any member serving on "active duty" in any branch of the military. Appropriate requests will be made by the Executive Officer to the North Carolina Association of REALTORS® and the National Association of REALTORS® for respective dues waivers. (8/2007)

(b) REALTOR® members who made application to the Membership Committee and had been a member of the Outer Banks Association of REALTORS® for twenty-five years as of December 31, 2012. (08/2020)

(c) Emeritus Status: Upon Approval by the Board of the National Association of REALTORS®, any payment of further dues is waived. Waiver of such dues begins in the first quarter in which approval of REALTOR® Emeritus status is granted by the Board of the National Association of REALTORS®. All other privileges and obligations of REALTOR® membership will apply to REALTOR® Emeritus status.

(d) Non-Member to REALTOR® Status: When a non-member who is affiliated with a REALTOR® firm elects to become a REALTOR® member within a year when non-member assessments have been collected from and remain credited to the Designated REALTOR® of that firm, no dues are collected from the new REALTOR® for that year.

(e) The Association will waive the local portion of dues and pay the state and national portions of dues for the current year's local board president. The Association will also cover the expense of meals at any association function for the current year local board president. (8/2007)

3 Board of Directors

3.1 Eligibility (8/2024) (10/2026)

Officer and director candidates should possess the following skills and experience:

- Relative industry knowledge/business experience that will provide valuable insight and guidance on matters directly affecting our members and community.
- Ability to think critically and strategically about the Association's mission and goals, and, to contribute to the development of effective strategies for success.
- A commitment to Diversity, Equity, Inclusion and Fair Housing and the ability to bring diverse perspectives and experiences to boardroom discussions.
- Ability to work collaboratively as a team and contribute constructively to board discussions and the decision-making process.

In addition to the qualification criteria included in the OBAR bylaws, "All candidates must have served on either a committee or on the Board of Directors of a REALTOR® Association in the past seven years", a candidate must have completed FAIRHAVEN or NAR equivalent Fair Housing training, and the following to be eligible to serve on the Board of Directors (9/19) (07/2022):

3.1.1 President Elect (3-Year Commitment)

The President Elect succeeds to the position of President the following year. The President is responsible for representing the Association throughout the community and serves as one of the main spokespersons for OBAR.

Requirements

- Be an "Active Status" REALTOR® in good standing.

- Served as an OBAR Committee Chair or served on the OBAR Board of Directors for a minimum of one (1) year within the past seven years.

3.1.2 Secretary (One-Year Term)

The Secretary is responsible for ensuring the Association remains in compliance with all requirements of the State and National Association rules and regulations. They serve as the official record keeper and advisor to aid board directors in fulfilling their fiduciary duties.

Requirements

- Be an "active status" REALTOR® in good standing.
- Served as an OBAR Committee Chair or served on the OBAR Board of Directors for a minimum of one (1) year within the past seven years.

3.1.3 Treasurer (Two-Year Term) (05/2026)

The Treasurer is responsible for all aspects of the management of the Association's finances and is OBAR's point of financial accountability.

Requirements

- The Treasurer shall be an "active status" REALTOR® in good standing.
- Meets one of the following criteria:
    - Active participation in the OBAR Finance and Budget Committee within the last seven years.
    - Have a financial background, accounting background, or equivalent experience.

3.1.4 Property Management Director (One-Year Term)

The Property Management Director is the liaison between the Property Management Council and the Board of Directors. They are responsible for providing updates on local/state/federal legislation changes, long/short term rental updates and other matters related to property management that affect members of the Association.

Requirements

- Active participation in the OBAR Property Management Council within the past seven years.
- Have a minimum two years of active property management experience within the past five years.

3.1.5 Tourism Director (Two-Year Term)

The Tourism Board Member/Director serves as a liaison between the Dare County Tourism Board of Directors and the Association's Board of Directors. As a representative of the Association to the Tourism Board, this Director serves as an active advocate of the REALTOR® view for Outer Banks tourism.

Requirements

- Active participation in an OBAR Committee for a minimum of one year within the last seven years.
- Minimum of two years active vacation rental management or real estate sales experience.

3.1.6 Director At Large (Two-Year Term)

The Director at Large position is responsible for assisting the Board in determining the Association's strategic vision and planning, monitoring the actions of committees, and representing the Association in cooperative community efforts.

Requirements

- Be an "active status" REALTOR® for a minimum of two years.
- Actively participate in an OBAR committee for one year.

3.2 Duties of the Board of Directors

The Association is governed through the Bylaws and the planning, leadership, and policy decisions of the Board, as defined in the Bylaws. (8/2007)

Officers and Directors are expected to attend Board of Directors meetings. Absence from three regular meetings in one calendar year without an excuse deemed valid by the Board of Directors shall be construed as resignation from the Board.

3.2.1 Orientation for the Board will be held prior to or in conjunction with the first board meeting of the year. Board Orientation will address, at a minimum, antitrust, fiduciary duties, basic parliamentary procedures, the association harassment policy, and director duties. (04/2014)

3.2.2 All changes to the Bylaws are subject to the recommendation of the Board and the approval of the Membership.

3.2.3 All resolutions are subject to the recommendation of the Board and the approval of the membership.

3.2.4 The Board is authorized to amend, delete, or add to the Association Policy and Procedures without the subsequent approval of the membership of the Association.

3.2.5 The Directors are responsible to the Association to provide direction through visioning and planning; to guide, direct and monitor the actions of the committees and Association staff; to represent the Association in cooperative efforts with the community, the State and National Associations; to assure the Association's finances are sound; to maintain awareness of all internal and external forces which may affect Association members and to communicate and act on those matters when required; and to identify and nurture future Association leaders.

3.2.5.1 The Board of Directors must approve execution or termination of contracts for member services and instruct the disposition thereof through an appropriate committee or the Executive Officer. (07/2018)

3.2.6 Directors will attend Professional Standards Training once every two years. New Directors must attend Professional Standards Training within the first quarter of their first term unless they have taken training within the last twelve (12) months.

3.2.7 Directors will make every effort to attend all General Membership Meetings and other OBAR-sanctioned Member gatherings. (1/2013)

3.2.8 Directors will receive 8 hours of OBAR sponsored continuing education (one Mandatory Update Class and one Elective) each calendar year, paying only the cost of continuing education accreditation for each class. (8/2007)

3.2.9 All BOD Meeting Agendas and supporting documentation will be sent via email. All Directors are responsible for reviewing their packets prior to meetings. (04/2014)

3.3 Confidentiality and Conflict of Interest

Members of the Board will be required to sign a Confidentiality and Conflict of Interest Policy Statement.

3.4 Duties of the Executive Committee

Within the Board, the Executive Committee consists of the President, President-Elect, Treasurer, Secretary, Immediate Past President and the Executive Officer as an ex-officio, non-voting member. The duties of the Executive Committee are to support the President; to perform research for the board as directed; and to meet as needed at the option of the President. (8/2017, 10/2026)

3.4.1 The Executive Committee will annually review by June 1 the Crisis Management Plan. (04/2014)

3.4.2 The Executive Committee will annually review staffing needs including staffing levels with the Executive Officer by August 1st. (04/2014)

3.4.3 The Executive Committee will annually, during the last quarter of the year, review the performance of the Executive Officer. (07/2018)

3.4.4 The Executive Committee, with the CEO and Finance Director, shall meet on a quarterly basis, or at other times as necessary, to review OBAR's financial investment accounts and make any modifications to the accounts as deemed appropriate. (02/2025)

3.5 Duties of Association Officers

3.5.1 President: The purpose of the President of the Association is to act as spokesperson for organized real estate in the area and to lead the Association in worthwhile activities that improve the real estate climate. The responsibilities of this office include: To represent the Association in community activities in person or through a representative; to preside at the Board and General Membership meetings; to appoint action committees to pursue adopted programs; to be an ex-officio member of all committees; to strengthen the Association's internal structure; to personally answer criticisms regarding the policy or performance of the Association; to become familiar with the operation and policies of the State and National Association and attend conventions and appropriate meetings; to preside over the Executive Committee of the Association. The President and Executive Officer will routinely communicate as needed for questions and/or counsel. The Executive Officer will provide a timetable of events and key responsibilities to the President by December for the following calendar year. (7/2011, 1/2013, 10/2026)

3.5.2 President-Elect: The President Elect will be responsible for the duties of the President when the President is unavailable; will be a member of the Executive Committee and attend conventions and appropriate meetings. The President Elect will maintain a supportive position with the Executive Officer as indicated by the EO and/or the Association President; will attend all Board and General Membership Meetings and will be available to the Executive Officer daily for questions and/or counsel if the President is not available. The Executive Officer will provide a timetable of events and key responsibilities by December to the successful candidate for the President Elect position for the following year. (7/2011, 1/2013)

3.5.3 Treasurer: The Treasurer will review with the Executive Officer expense reports; review and sign Association expenditures; be a member of the Executive Committee; attend the Board and General Membership Meetings; report the status of all Association financial accounts; and serve as Chair of the Finance and Budget Committee. (7/2022)

3.5.4 Secretary: The Secretary is responsible for reports made to the Board of Directors (roll call, approval of minutes) and at the General Membership Meetings (approval of minutes). The Secretary

will be a member of the Executive Committee. The Secretary will review minutes of the Board of Directors, Executive Committee, and General Membership Meetings to ensure all records are accurate. The Secretary is responsible for signing and/or attesting any Resolution and legal association documents as determined necessary by local, state, and federal governmental agencies. (4/2013) (7/2022)

4 NC REALTORS® Directors

4.1 Selection

The Immediate Past President and President will automatically serve as NC REALTORS® Directors for the North Carolina Association of REALTORS®. Each term will be one year. An additional NC REALTOR® Director Position provided to OBAR will be filled by the President Elect. NC REALTORS® Directors and the President Elect are encouraged to participate in NCR committees. The President Elect must attend all NC REALTORS® Board of Directors meetings at the Association's expense. (7/2011, 4/2013, 4/2014, 9/2018, (07/2022))

5 Association Staff

5.1 Duties of the Executive Officer

The Executive Officer of the Association is responsible to the Board for the effective administration of the Association. The administration of general operations, financial and personnel management, as well as the coordination of volunteer activities are encompassed in these responsibilities. The Executive Officer is responsible for and retains the authority necessary to implement the actions enabling the Association to achieve its mission, goals, and objectives. Specific charges to be accomplished and directives to be followed by the Executive Officer and staff, as related to the mission, goals and objectives determined annually by the Board. These same charges and directives will become the measure for annual evaluation of the Executive Officer. The Executive Officer will provide timetables of events and key deadlines to the Board of Directors each December for the following calendar year. (7/2011, 1/2013)

5.2 Support Staff

The Association will maintain a paid support staff as necessary to provide for member services identified by the Board. The staff will be managed by an Executive Officer.

5.2.1 For each staff member, the Executive Officer will conduct an annual performance review. (7/2011, 1/2013) (7/2022)

5.2.2 The Executive Officer will budget for salary increases and year-end bonuses as part of the annual budget process. Compensation decisions that will cause the budget to be exceeded require approval of the Board of Directors. Any payment to staff, other than normal payroll via direct deposit, must be paid by check. (07/2018)

5.2.3 Specific tasks assigned for each staff member are outlined in job descriptions and revised as needed.

5.2.4 Internet usage and email communications will be limited to business pertaining to the Association.

5.2.5 Complaints, concerns, or recommendations from the Association Staff should only be discussed with the Executive Officer or Association President, not with other staff, Association members or the public.

6 Facilities

6.1 Office Operations

The Association will maintain a physical point of office operations, to be maintained and managed through the Executive Officer. The Association is a non-smoking office. (7/2011)

6.2 Killgore Training Center (KTC) and Conference Room Use and Rental

The intent of the availability of OBAR's meeting rooms for rent or use, is to provide a meeting space and/or the offering of free/at cost training seminars for OBAR members and their staff. The intent is not to allow OBAR's meeting rooms to be used to conduct a for-profit business. (1/2014)

6.2.1 Direct Use by the Association:

- Reservations will be made in advance by contacting the Association and completing the Room Rental Form.
- Use by the Association will have priority given the requests are made at the same time.
- There will be no charge for use by the Association.

6.2.2 Use by Association Members for real estate related activities (e.g., staff training sessions, combined meetings, sales meetings, etc.):

- Reservations will be made in advance by contacting the Association and completing the room rental form.
- The member may be charged a cleaning fee. (1/2014)
- The member will be responsible for any damage occurring during the use period.

6.2.3 Prior to use, all renters must provide a Certificate of Insurance, naming the Outer Banks Association of REALTORS® as an additional insured and showing minimum liability limits of one million dollars. (1/2014)

6.2.4 Any use after business hours may only be approved if OBAR staff is available to be present, as determined by the Executive Officer. Additional fees will apply to cover the Association's additional costs. (1/2014)

6.2.5 Rental cleaning fees will be based upon usage. See Room Rental Form.

6.2.6 Use is subject to parking and occupancy restrictions. (1/2014)

6.2.7 Request for the use of the Association meeting room other than specified above will be at the discretion of the Executive Committee. (1/2014)

7 Contracted Professional Services

7.1 General

Professional services will be requested only by the President, Executive Officer or a member designated by the Board. Professional services will be secured on a contract basis with provisions made for cancellation by either party after appropriate written notice, as specified in the contract. The contract will be subject to an annual review between the Executive Officer of the Association, the President Elect, and the contractor by August 1. Successful contractors will be selected upon approval of the Board, and their decision will be final. Contracts will be awarded at the discretion of the Board with or without the submission of requests for bids. At least once every three years, the Executive Committee will review professional services via a Request for Proposal process and make recommendations to the board of directors regarding proposed changes to these existing services, if any. (3/2017)

7.2 Association Attorney

Specific duties of the Association Attorney will be: to work closely with Board and the Executive Officer; to maintain an office and staff in OBAR's territorial jurisdiction as defined in the bylaws; to be an affiliate member of the Association; to attend, if possible, the general membership meetings and all

other meetings as required; to represent the Association on legal matters as required; to represent the Association in the enforcement of the Code of Ethics and arbitration manual and advise the Association or appropriate committee when arbitrating disputes and will show extensive knowledge and experience in real estate law and the real estate profession. (05/2026)

7.3 Association Accountant

Specific duties of the Association Accountant are to advise the Finance Director, Executive Officer, President, and Treasurer on an as needed basis upon matters relative to maintaining the Association's finances and will be responsible for the preparation and punctual filing of state and federal tax forms.

7.4 Government Affairs Director

The government affairs director shall meet as needed and issue reports monthly to the Executive Officer and the Government Affairs Committee Chair and members after having attended all pertinent municipal meetings, monitoring proposed governmental actions affecting the real estate industry and addressing those actions on behalf of the Outer Banks Association of REALTORS® (OBAR). The government affairs director will also serve generally as the information-gathering representative of OBAR for those Association activities and/or functions relating to governmental agencies, political activities, etc. as designated by the Executive Officer and the Government Affairs Committee. (3/2017) (05/2026)

8 General Membership Meetings

Meeting Frequency: The Association will meet not less than quarterly, at a place and time designated by the President and the Board. There shall also be regular meetings of the Brokers-In-Charge for feedback and educational purposes. (10/2008, 3/2009, 1/2013)

9 Awards

The Association recognizes outstanding members of the Association through the Career Achievement Award, REALTOR® of the Year Award, and President's Awards which may include an Affiliate of the Year Award, and a Committee Chair of the Year Award. (4/2014)

The President selects the President's Awards by November 1st, submitting those names to the Executive Officer. The President's Awards may include but are not limited to, an Affiliate of the Year Award, and the Committee Chair of the Year Award. (4/2014)

The REALTOR® of the Year Award shall be presented at the REALTOR® Ball. The Career Achievement Award shall be presented at the Annual Membership Meeting. All other annual awards shall be presented at the first General Membership meeting of the year. (9/19) (05/2026)

10 Memorials

10.1 Memorial Donations

Upon learning of the death of a member or employee of the Association, the Association will make a $100 contribution to the designated charity noted in the obituary, in the funeral arrangements or by contact with the family. If there is no designated charity, the donation will be split 50/50 between our Disaster Relief Fund and our Scholarship Fund. (8/2017)

10.2 Announcements

Upon learning of the death of an OBAR REALTOR® member, the Association will send out an announcement via mass email to all members. (8/2007)

11 NCAR/NAR Meeting Attendance

It is the policy of the association to send the following select members to state and national meetings at the association's expense in accordance with the Volunteer Travel Policy below. (3/2015)

11.1 President

The President is expected to attend NC REALTORS® Vision Quest/Winter Meetings, NC REALTORS® Legislative, NC REALTORS® annual convention, the NAR Midyear Meetings, and the NAR Annual Convention(7/2022)

11.2 President Elect

11.3 The President Elect is expected to attend all NC REALTORS® Board of Directors meetings, NC REALTORS® Vision Quest/Winter Meetings, NC REALTORS® Legislative, NC REALTORS® annual convention, NAR Midyear, NAR Leadership Summit and may, with Board approval, attend the NAR Annual Convention. (7/2022)NC REALTORS® Director

NC REALTORS® Directors are expected to attend their Installation and meetings of the NC REALTORS® Board of Directors. Directors will attend preparatory meetings when called by the President prior to NC REALTORS® meetings. (7/2022)

11.4 OBAR Government Affairs Committee Chair & Vice Chair

The OBAR Government Affairs Committee Chair and Vice Chair are expected to attend the NC REALTORS® Legislative and NAR Midyear Meetings. (6/2017)

11.5 New OBAR Directors

New OBAR Directors shall attend NC REALTORS® Vision Quest their first year. Directors who have not previously attended within the past five years shall attend NC REALTORS® Vision Quest. (3/2017) (7/2022)

11.6 NC REALTORS® Committee Members

NC REALTORS® Committee Members are encouraged to attend corresponding committees at the local level. Committee Members are eligible for reimbursement as follows:

- The committee must meet during the Winter, Legislative or Annual meetings. Members attending meetings at other times/locations may request special consideration from the Board.
- Committee members must make their own reservations.
- Committee members will be reimbursed up to the hotel room rate as established for the NC REALTORS® meetings only when they attend the General Sessions in addition to their committee meeting(s). (2/2023)

11.7 RPAC Fundraising Committee Chair and Vice Chair

Each year, the REALTOR® PAC Fundraising Committee Chair expected to attend NC REALTORS® RPAC Training. The REALTOR® PAC Fundraising Committee Vice Chair may attend at the discretion of the Board. (8/2019) (12/2025)

11.8 Other OBAR Volunteer Meeting Attendance

The Executive Officer, in consultation with the President and Treasurer, may make allowances to this travel policy provided such allowances are within the approved budget. (10/2022)

12 Volunteer Travel Policy

Eligible travelers as defined in section 11 may request reimbursement under the following policy: (3/2015)

12.1 Reimbursement Requests

12.1.1 Requests must be accompanied by a written meeting report which may be distributed to the Board. Travelers may be asked to report at a Board or general membership meeting.

12.1.2 Requests must be submitted within 30 days of incurring the expenses. For reimbursement requests received after 30 days, the Executive Officer must obtain board approval.

12.1.3 All expenses except mileage and tolls must be accompanied by a detailed receipt. Reasonable tips that are included on the attached receipts will be reimbursed.

12.1.4 The Association will not provide reimbursement for any expenses covered by NC REALTORS® or other related entities (e.g., NAR, WCR, RRC).

12.1.5 Travelers are encouraged to act in the best interest of the association when making expense decisions.

12.1.6 All requests must be made in accordance with policy and are subject to approval by the Executive Officer.

12.1.7 The Executive Officer, in consultation with the President and Treasurer, may make allowances to this travel policy provided such allowances are within the approved budget.

12.2 Transportation Expense

12.2.1 Drivers will be reimbursed at 75% of the standard IRS Business Mileage rate. If carpooling with other meeting attendees, drivers will be reimbursed at 100% of the standard IRS Business Mileage rate. (7/2022)

12.2.2 Mileage will be calculated from the driver's home or office to the destination hotel and must be deemed appropriate by the Executive Officer.

12.2.3 For roundtrips greater than 450 miles, drivers may be asked to utilize a rental car at association expense.

12.2.4 Commercial airfare, train, bus, or rental car travel must be approved in advance by the Executive Officer. Rental car rate may not exceed the rate for a standard class car. (7/2022)

12.3 Meals

Reimbursement is actual cost incurred limited to an average of $50.00 per person per day. No reimbursement will be provided for alcohol purchases.

12.4 Lodging

Reimbursement is actual cost incurred limited to the standard group rate of the conference hotel. The Association Staff will make hotel reservations utilizing the association credit card for President, President-Elect, NC REALTORS® Directors, the OBAR Government Affairs Chair and OBAR Government Affairs Vice Chair for the meetings outlined in section 11. See Section 11.6 for NC REALTORS® committee member lodging reimbursement.

13 Financial Policies

13.1 Dues Collection and Billing

Annual State and National Association's REALTOR® dues will be billed in the first full week of December for the following year. Annual Local Association dues will be billed in the first full week of June for the following one year. Dues are due thirty (30) days from the date billed and become past due thirty-one (31) days from the date billed. All Members who do not pay billed dues after forty-five (45) days will be

charged a late fee of $ 50.00 or 10% (whichever is greater). Members who have not paid within sixty (60) days of being billed will be automatically suspended. Fourteen (14) calendar days later, if payment has not been received, they will be automatically terminated as Members of the Association. Such Members may reapply after making payment in full of all account dues and fees as of the date of termination. The former member must reapply in the manner prescribed for new members. (7/2011, 9/2012) (7/2022)

13.2 Non-Member Dues

If an individual belonging to a firm does not have REALTOR® status when dues are considered due, then that individual is considered a non-member, and the broker will be billed the non-member dues. If the non-member becomes a REALTOR® later in the year, no refund will be paid for the difference in REALTOR® dues and non-member dues. (7/2011)

13.3 Refund Policy

13.3.1 CE: Members who are registered for an education class must cancel 3 business days before the class or no refund will be given. If an emergency results in a last-minute cancellation, credit toward a future class may be given at the discretion of the Executive Officer or another member may be substituted. The credit may not be carried forward to another fiscal/calendar year.

13.3.2 General Membership Meetings and Other Events: All cancellations must be received by noon on Monday prior to the meeting or no refund will be given. A substitute Member may attend the meeting in place of the canceling Member with advance notice. If a member cancels without notice, he/she will be billed for the full amount of the meal cost.

13.4 Non-Member Fees

When appropriate, non-members (public) may attend events and functions for a minimum fee of $25. If a fee is charged to the Member, the non-member fee will be up to one hundred (100) % greater than the Member fee. Guests of Members will be charged the Member fee. (4/2017) (7/2022)

13.5 Returned check procedures

The Association will collect the maximum fee allowed by law for each returned check received by the Association. Any member who has two checks returned for Non-Sufficient Funds in a twelve (12) month period must pay by cash or other secured fund payment for a period of one year.

13.6 Late Payment Penalty

A late payment penalty of $25 will be added to any event invoice unpaid within seven (7) days following the event. For non-event invoices, a late payment penalty of 10% or $25, whichever is the greater of the outstanding balance, will be added to any invoice not paid within thirty (30) days. This does not apply to annual dues billing, which is outlined in 13.1 above. (7/2011)

13.7 MLS Service Fees, Fines and Collections

MLS Service Fees and Fines are billed and collected in accordance with the policy set forth in the MLS Rules and Regulations.

13.8 Required Reserves

In accordance with accepted Association practices (ASAE, NAR, etc.) of maintaining reserves for emergency operation (Emergency Management Reserves) and major expenditures (Major Expenditure Reserves), the Association will maintain Emergency Management Reserves of such an amount that will sustain the Association for three (3) months, or twenty five percent (25%) of annual budget, following a natural or other disaster. This amount will be reviewed and adjusted annually as part of the budget process. The Association will maintain Major Expenditure Reserves of such an amount that major

expenditures can be anticipated and financed on a regular schedule. Following a "Reserve Fund Analysis," specific amounts of monies should be allocated each year to this fund(s), which should be reviewed annually as part of the budget process. All reserves should be in liquid form. (10/2012)

13.9 Budget Process

The Association's annual budget process will be conducted annually beginning in July by the Treasurer, Executive Officer, and the Finance and Budget Committee. The annual budget process should include a review of all income and expenses, as well as: insurance policies, reserve funds, capital needs, staff salaries and employee needs. A review of all policy manuals for changes which may affect the budget should be part of the budget process. The annual budget will be ready for approval by the Board's October meeting and presented to the general membership at the Annual Meeting in October. (05/2020)

13.10 Association Financial Review and Audit

The Association will have a full audit on a schedule recommended by accepted association policy, but not less than every 3 years. On the recommendation of the Board, the Association will also conduct an audit following changes in key staff. A financial review will be conducted each year that the audit does not take place. (7/2022)

13.11 Association Charitable Investments

The Association will maintain all monies raised by the two (2) official Association charities, the Scholarship Fund, and the Disaster Relief Fund, in a managed investment portfolio. This portfolio is managed by the Outer Banks Community Foundation, which submits quarterly reports on investments. All such funds should be managed in accordance with the rules and regulations of the Outer Banks Community Foundation.

13.12 Internal Accounting Policy

13.12.1 The Association maintains internal accounting procedures in accordance with accepted standard accounting policies to safeguard the financial assets and integrity of the Association. These procedures will be reviewed and updated as recommended by Audit recommendations or other recommendations made by the Association accountant. (7/2011)Check Signatures: The President, the Treasurer and the Executive Officer of the Association will be authorized to sign checks. Signature cards will be signed with the appropriate banking institutions prior to the start of terms of the respective Officers. All checks from the Association's general checking account must have two (2) signatures. Checks made out to one of the above three signatories may not be signed by that same signatory. Reasonable efforts will be made to present checks for signatures in the following order: The Executive Officer should sign first, then the Treasurer, then the President. (5/2009)

13.12.2 Document Signatures: Documents such as Insurance Policies, and Contracts may be signed by the President and/or the Executive Officer. (7/2011)

13.12.3 Bank Statement Reconciliation: All Bank statements will be reconciled within 5 days of receipt by the Finance Director and Executive Officer. (8/2017)

13.12.4 Purchase Invoice Approval: All purchases will be approved in advance by the Executive Officer. (7/2011)

13.12.5 Segregation of Duties: Wherever possible, Association staff will segregate financial duties between staff. (7/2011)

13.12.6 Procedure for receipt of income – All checks and cash received by OBAR will be tracked on the 'Check Log' at the front desk. A copy of this log will be turned over to the Finance Director along with the daily income for deposit. Credit Cards are only accepted via OBAR's online payment system, which is available to Members at the Association Office via free wireless Internet access. (7/2011)

13.12.7 Bank Deposit Policy: The Finance Director will make daily bank deposits. Drop boxes are not to be utilized. (7/2011)

13.12.8 Depreciation Schedule and Entries: The association accountant will review the depreciation schedule annually and upon request and will direct the Finance Director to make all appropriate entries. (7/2011)

13.13 Insurance

The Association will always maintain adequate insurance to cover the building and all assets as well as liability, flood, wind/hail, and other policies as recommended by Association insurance agent. In addition, the Association will maintain Errors and Omissions (E&O) Coverage for all Directors, in accordance with standard Association practice. All insurance policies will be subject to an annual review by the Executive Committee prior to August 1.

14 Logo Usage

The Association will follow the guidelines set forth by the National Association of REALTORS® concerning the use of the REALTOR® Logo/Logos.

15 Member Addresses

15.1 Mailing Addresses

For a fee, the Association will make the list of mailing addresses of all its members available upon request of an active member or affiliate members of the Association. (9/2007) (7/2022)

15.2 Email Addresses

The Association will not make an email address list of its members available. Email addresses of MLS members may be obtained via the current MLS provider. (7/2022)

16 Government Affairs Briefings

As a benefit of membership, the Association publishes a Government Affairs Briefing which may be copied and redistributed, in whole or in part, by including the following citation ABOVE the text:

"The following is reprinted with permission from the Outer Banks Association of REALTORS®"

Members may not editorialize or comment within the copied text and must clearly delineate and differentiate their own comments from the text copied from OBAR.

If a member is found in violation of this policy, that member will receive one warning for the first offense, be automatically fined $250 for the second offense, and $500 for subsequent offenses. Members may appeal assessed fines to the OBAR Board of Directors whose decision in such appeals will be final. (3/2015) (7/2022)

17 Executive Officer

17.1 Executive Officer Hiring Plan

Upon a determination that Executive Officer (hereinafter "EO") is to be hired, the following steps shall occur:

17.1.1 Financial Considerations. The Finance & Budget Committee will establish an appropriate EO hiring budget reserve. The Finance & Budget Committee may decide to maintain a contingency fund, to cover future hiring expenses. (07/2018)

17.1.2 Selection Task Force. The current President will appoint seven (7) Past Presidents to function as the EO Selection Task Force. The current President will select a Chairperson for the Task Force. The current President will be a non-voting member of the Task Force. (07/2018)

17.1.3 Advertising Position. The Task Force Chairperson will convene the full Task Force no later than two (2) weeks after the selection of the Task Force by the current President. The Task Force, at the meeting, will discuss and determine, by majority vote, the following:

17.1.3.1 Through what or where will the job advertisement be posted (ex. NAR, NCAR, Indeed, Chamber, etc.). (07/2018)

17.1.3.2 Length of time to run ads. (07/2018)

17.1.3.3 Advertisement content to include salary range, deadline for receiving applications, and what information regarding job description should be included within the advertisement. (07/2018)

17.1.3.4 All advertisements must state that resumes are required by the deadline date. (07/2018)

17.1.3.5 All resumes, as received, shall be delivered to the Selection Task Force Chairperson. (07/2018)

17.1.4 Applicant Review: At the end of the advertising period, the Task Force Chairperson will call a meeting of the Task Force and will provide copies of the resumes for review. Each Task Force member shall review the resume and score each candidate. After each Task Force member has reviewed, thoroughly, each application, the Task Force, by majority vote, will collectively select the best candidates (not more than 20) from the pool of applicants. (07/2018)

17.1.5 First Round of Interviews: Interviews of those applicants selected by the Task Force will begin within two (2) weeks. Interviews will occur via video or teleconference as no travel expenses will be paid for the first round of interviews. The Task Force Chairperson will oversee controlling the interview. Each Task Force member will be allowed to ask questions, including follow-up questions. Each Task Force member should focus their questions on the Task Force person's individual area of expertise. Each Task Force member will score each candidate following the interview and after all interviews have occurred, the Task Force will vote, by majority vote, to select a final set of applicants (not more than 5) for a second round of interviews. It is anticipated that the Task Force will meet and determine the final set of applicants no later than three (3) days after the completion of the first round of interviews. (07/2018)

17.1.6 Second Round of Interviews. These interviews may be in person, with the Association paying the cost for the candidate's travel expenses. The interview format will remain the same. The Task Force Chairperson will have control over the interview process, but all Task Force members shall have the right to ask questions, including follow-up questions. Each Task Force member should ask questions associated with their individual area of expertise. Each member of the Task Force will score each candidate and select their top three (3) choices, ranking them first through third and shall provide this information to the Task Force Chairperson. (07/2018)

17.1.7 Final Decision: The Task Force Chairperson will present the Task Force results, including any final candidate recommendation to the Board of Directors no later than five (5) days after the last interview. If the Board of Directors does not approve the recommended candidate, then the Board of Directors shall provide new directions and guidance to the EO Selection Task Force. (07/2018)

17.1.8 Negotiations: Once the Board of Directors approves the candidate, the current President shall negotiate a contract with the candidate. The compensation to be paid to the candidate must be within the approved budget. If the President is unable to negotiate a contract with the approved candidate, then the President shall so notify the Board and the process set forth in Policy A, Section 17 shall apply. (07/2018)

17.2 Executive Officer Performance Reviews.

17.2.1 Quarterly Reviews. The current President and the EO will have at a minimum, quarterly overview sessions to discuss the goals set by the Association and whether the EO is meeting the expectations and the requirements of the Association. In addition, during the fourth quarter of each calendar year, ~~a~~ the Executive Committee's performance review will be relayed to the EO by the current President, Immediate Past President, and President Elect. (See subsection 3.4.3). Prior to these fourth quarter annual meetings, the current President, Immediate Past President, and President Elect shall review all previous fourth quarter annual reviews and shall further review any written performance reviews for the quarterly meetings that have occurred between the current President and the EO for the year in question. (07/2018)

17.2.2 Lack of Proper Performance – First Notice: If any member of the Executive Committee believes that the EO has failed in their performance, upon request, the President will call a meeting of the Executive Committee, which shall be held in Executive Session. The Executive Committee, by majority vote, may determine specific issues, requiring corrective action by the EO and what guidance is to be provided to the EO for corrective action. After the Executive Committee meeting, the President, Immediate Past President, and President Elect will meet privately with the EO and shall verbally convey the specific issues requiring corrective action and provide guidance to the EO on implementation of necessary corrective actions. A written memorandum specifying the specific issues and the guidance being provided to the EO will be prepared and the EO will sign an acknowledgement of the meeting, and the items discussed. The signed acknowledgement, including the delineation of the items discussed will be recorded, placed in the EO employee file and a copy sent to the Association Attorney. (07/2018)

17.2.3 Lack of Proper Performance – Second Notice: If any member of the Executive Committee believes that the EO has still failed to take the appropriate corrective action as specified pursuant to the First Notice, then upon request, the President shall again call a meeting of the Executive Committee, which shall be held in Executive Session. If the Executive Committee believes the EO has failed to take appropriate correction actions, by majority vote, the Executive Committee will draft a formal letter and a performance improvement plan. (07/2018)

17.2.3.1 The formal letter will reference the quarterly review overview sessions, the fourth quarter review sessions, and the first notice document and any other verbal conversations between the EO and any member of the Executive Committee dealing with lack of proper performance by the EO, and any guidance given to the EO on how to implement necessary corrective actions. The letter will specify what issues have not been sufficiently corrected by the EO and what additional steps the EO needs to take for corrective action. The letter will provide that noncompliance with the performance improvement plan may result in termination. (07/2018)

17.2.3.2 This document will clearly identify the issues(s) which have brought about the written notice. It will further provide guidance on what changes must occur for the EO to continue

employment. The performance improvement plan will provide time frames within which appropriate changes are to be implemented by the EO. (07/2018)

17.2.3.3 The written notice and performance improvement plan will be delivered to the EO by the President, Immediate Past President, and President Elect. The EO will sign a receipt for the letter and will sign a copy of the performance improvement plan. Copies of both letter and performance improvement plan will be provided to the EO. Copies of each will be placed in the EO's employee file with the Association Attorney. (07/2018)

17.2.4 Review of EO Action

17.2.4.1 At the end of the period given to the EO to implement changes set forth in Section 17.2.3.3, above, the Executive Committee will meet and will review the performance improvement plan in comparison with the actual performance of the EO. The Executive Committee, by majority vote, will determine if the EO has satisfactorily completed the corrective action(s). If the Executive Committee determines that all correction actions have been properly made, then the decision will be formally recorded, a copy placed in the EO employee file and a copy sent to the Association Attorney. If the Executive Committee, by a majority vote, determines that appropriate corrective actions have not been made to any issue(s), then the Executive Committee shall determine whether to give the EO additional time within which to make corrective actions or, to terminate the EO. If additional time is granted, this decision shall be recorded, a copy placed in the EO's employee file and a copy sent to the Association Attorney. If the decision is made for termination, then a copy of the determination will be placed in EO's employee file, with a copy sent to the Association Attorney. (07/2018)

17.2.4.2 The President, Immediate Past President and President Elect shall share the Executive Committee's finding and decisions with the EO (Note: It is advised that the President consult with the Association Attorney prior to this meeting). (07/2018)

17.2.4.3 If, by majority vote, the Executive Committee decides to terminate the EO, after the notification to the EO by the President, Immediate Past President and President Elect, the President will call a Board of Directors meeting to notify the Board of Directors of the termination. After announcing the termination in open session, any further discussion on the matter will be conducted in Executive Session and in compliance with personnel and privacy regulations. (07/2018)

17.2.5 Association Crisis Management Plan. Issues that are addressed in the Association Crisis Management Plan shall be dealt with as specified in the Association Crisis Management Plan and not as specified above. (07/2018)

18 Records and Retention

A member (or a member's attorney) is entitled to inspect and copy, upon written notice to the Executive Officer with at least five (5) business days before the date on which the member wishes to inspect, the following records of the corporation:

- Articles of Incorporation or restated Articles of Incorporation and all amendments.
- Bylaws and all amendments.
- Policy Manual
- Minutes of all membership meetings and records of all action taken by members without a meeting. (10/2022)
- List of names and addresses of current directors and officers.

- Annual financial statements, consolidated or combined, including a balance sheet as of end of fiscal year and statement of operations (if prepared) for that year that shall include the accountant's report.

A member (or a member's attorney) is entitled to inspect and copy, upon written notice to the Executive Officer with at least five (5) business days before the date on which the member wishes to inspect, the following records provided the member's demand is made in good faith and for a proper purpose and describes with reasonable particularity the purpose and the records the member desires to inspect and the records are directly connected with this purpose, the following records:

- Committee meeting minutes
- Accounting records

A request to inspect and copy any non-digitized records may take longer than five business days. A fee may be imposed for labor and materials for producing for inspection or copying any records provided to a member. (10/2022)

Record Retention Schedule – Appendix A (section added 9/19)

Appendix A:
RECORD RETENTION SCHEDULE

Accounting Records

- Accounts payable and receivable (seven years)
- Annual financial statements (permanently)
- Bank statements (seven years)
- Accounting correspondence: routine (four years)
- Deeds and closing papers (permanently)
- Deposit slips (four years)
- Employee expense reports (seven years)
- Income tax returns (permanent)
- Inventory count & costing sheets (seven years)
- Insurance policies (four years after expiration)
- Payroll journals & ledgers (permanently)
- Purchase invoices & orders (seven years)

Association Corporate Records

- Articles of incorporation and amendments (permanently)
- Bylaws and amendments (permanently)
- Corporate filings (permanently)
- IRS exemption letter (permanently)

Employment Records

- Documents relating to job recruitment: advertising, job orders submitted to employment agencies, interviewing, testing, hiring, training, demotions, promotions, layoffs, discharges, and other personnel decisions (one year)
- Employee benefit plan documents (duration of plan)
- Garnishments/wage assignments (three years)
- Immigration I-9 forms (duration of employment plus one year, minimum of three years)
- Payroll records showing name, address, date of birth, occupation, rate of pay, and weekly compensation (three years)
- Personnel records (ten years after employment ends)

Legal Documents

- Contracts (ten years after expiration)
- License applications (one year after expiration)
- Licenses (one year after expiration)
- Warranties & guarantees (two years beyond terms of the warranty)
- Legal correspondence: (permanently)

MLS Documents

- Rules and regulations (permanently)
- MLS policies (permanently)
- Sold property information (99 months)
- Lockbox key agreements/leases (one year after agreement terminates)
- MLS service mark license agreements (permanently)
- Contracts (seven years after expiration)
- Subscription agreements (ten years after expiration)
- Participation agreements (ten years after expiration)

NAR/Association Documents

- NAR charter (permanently)
- Territorial jurisdiction (permanently)
- Realtor® Agreement (until superseded)
- Member file & membership applications (two years after membership terminates)
- Professional standards policies (five years)
- Professional standards hearing records-- Ethics (result of hearing- permanent; rest of hearing file- minimum of 1 year after satisfaction of sanctions (if any) and there is no threat of litigation)
- Arbitration/mediation (minimum of 1 year after payment of award (if any) and there is no threat of litigation)

Appendix B:
HARASSMENT COMPLAINT PROCEDURES

Harassment of Association Staff, Volunteers, or Members

Harassment is illegal conduct and is contrary to the policy of the Outer Banks Association of REALTORS® (Hereafter called "Association").

As used in Association 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, volunteer, or member who believes that he/she has suffered harassment by any member of the Association must bring the problem to the attention of the Executive Officer, President, or any member of the Executive Committee. The complaint does not have to be in writing; however, 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 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 the Association. If the complaint involves the President, President-Elect, 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 Association or MLS employee, association volunteer, or member may consist of any sanction authorized in the *Code of Ethics and Arbitration Manual*, such as verbal or written warning, probation, suspension or expulsion 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 investigation 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.

Whistleblower: It is contrary to the policy of the Association for a member to retaliate against any employee, volunteer, or member 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 person who brought the complaint. While this is in no way intended to discourage those who believe they have been the victim of harassment from bringing a complaint, the Association recognizes that a charge of harassment can cause serious damage to the personal reputation and professional career of the accused.

Appendix C:
ASSOCIATION AI POLICY