TABLE OF CONTENTS

ASSOCIATION ATTORNEY ......................................................................................................................... 10
ASSOCIATION SPOKESPERSON ............................................................................................................... 11
ATTENDANCE POLICIES FOR GTR CLASSES....................................................................................5-6
CERTIFIED PUBLIC ACCOUNTANT........................................................................................................... 11
COMMITTEE FUNCTIONS & RESPONSIBILITIES.................................................................................... 4
CONFIDENTIALITY ......................................................................................................................................... 10
CONFLICT OF INTEREST POLICY....................................................................................................... 13-19
DUES & FEES ................................................................................................................................................ 8-10
ELECTRONIC ONLINE VOTING FOR A MERGER................................................................................. 8
GUIDELINES FOR MEMBER COMMENTS AT MEETINGS................................................................... 8
HARASSMENT .............................................................................................................................................. 11-13
INTRODUCTION................................................................................................................................................. 3
MEETINGS ............................................................................................................................................................ 8
NEPOTISM .................................................................................................................................................... 12-13
POLICY FOR POLITICAL ACTIVITY FUNDING.................................................................................. 4-5
PROFESSIONAL STANDARDS POLICIES.............................................................................................6-8
SPECIAL TASKFORCE MEETINGS.............................................................................................................. 4
DISCLAIMER
Nothing in this Manual is intended to conflict with the Charter, Articles of Incorporation and Amended and Restated Bylaws of the Greater Tampa REALTORS® (the “Association” or “GTR”), the Florida REALTORS® (“FR”), the National Association of REALTORS® (“NAR”), or with any local, state or federal law or regulation. In the event any policy does conflict, the higher authority shall prevail.

INTRODUCTION
This Policy Manual (“Manual”) contains information about GTR's general policies and serve as guidelines only and is intended to supplement the Bylaws. The Association reserves the right to interpret and administer the provisions of this Manual as needed. The Board of Directors has the maximum discretion permitted by law to change, modify, or delete any provision in this Manual at any time without notice. However, oral statements or representations cannot supplement, change, or modify the provisions in this Manual.

Each year, a new, updated Manual shall be published with the pages annotated as to the commencement date of the then-current year.

Each month, any changes made in the manual by the Board of Directors shall be made immediately and a master copy maintained by the CEO.

The cover page shall then be dated at the bottom with the date of the last change.

A copy of the Manual effective at each year-end (December 31) shall then be kept for seven (7) years. This will provide a continuous record of changes.

This Manual supersedes all prior versions published or distributed by GTR and all inconsistent oral or written statements.

POLICY MANUAL AVAILABILITY
The Manual will be available to all GTR members and shall be located on the “Subscriptions” Tab of the Member Portal at TampaRealtors.org.

The GTR Investment Policy will be available to all GTR members upon written request to the Association’s CEO.
COMMITTEE FUNCTIONS & RESPONSIBILITIES

COMMITTEE MEETING ATTENDANCE POLICY
Members who miss three committee meetings in a year will be removed from the committee roster but may still attend the committee meeting as a guest with no voting privileges. After missing the second committee meeting, a member must be notified to make them aware that the next missed committee meeting will be their third absence and that they will be removed. Death in the family, sick or hospitalization, or on GTR, FAR or NAR business are the only excuses for missing a committee meeting.

A quorum for the transaction of business shall be the majority of the members of the committee, except as may otherwise be required by state law.

ANTITRUST REMINDER
No Officer, Board member or committee member shall have any discussion or be present while others have a discussion, whether at a GTR meeting or at any time, concerning the prices or commissions paid or charged by the firm you represent, terms or conditions established by your company for services provided such as credit terms, markups or profits, the geographical area in which your company may seek to do business, or persons or companies with whom your company will or will not do business. Any Departure from these ground rules could result in severe penalties, both civil and criminal, being imposed against you, your company and GTR.

All committee members and volunteers must sign the Conflicts of Interest Disclosure Policy; Duty of Care; Confidentiality & Conflicts of Interest; Unlawful Harassment Policy and Whistleblower as amended or combined in future.

No individual shall serve as committee chair of the same committee more than two full terms during any five years.

SPECIAL TASKFORCE MEETINGS
In addition to standing committees and special committees appointed by the President, additional temporary committees and taskforces may be appointed by the CEO. To be eligible to be appointed to such Committee or Taskforce:

1. The member must be a member on good standing of the Association (Meaning they have paid their dues and are current with all association dues and fees as well as in compliance with the NAR Code of Ethics requirements).

2. The member has no violation of the provisions of Code of Ethics or bylaws within the three (3) years prior to the date of the committee application period in which the member seeks appointment. The date on which the hearing panel signs the finding or, in the event there is an appeal, the date on which the appeal is ruled upon by the Board of Directors, shall be the date from which the three (3) year period shall begin.

POLICY FOR POLITICAL ACTIVITY FUNDING

GOVERNOR’S LUNCHEON
Tickets will be purchased for the Governor’s Luncheon. Tickets will be distributed as
follows: President and guest, President-elect, Governmental Affairs Committee ("GAC") Chair or Vice Chair, Federal Political Coordinator(s), Governmental Affairs Committee staff liaison, Director of Public Affairs, CEO, Key Contacts, and Major Investors. The President will appoint all substitutes.

STRAWBERRY FESTIVAL LUNCHEON
Tickets for the Strawberry Festival Luncheon are to be purchased for the President and guest, President-elect, GAC Chair, Vice Chair, Key Contacts, Major Investors, CEO, and the GAC staff liaison. The President will appoint all substitutions.

GREAT AMERICAN REALTOR® DAYS (GARD)
The Association will register and provide, at the Association’s expense, unless funded by another source, transportation, lodging accommodations at designated hotel, and food for the President, President-elect, Governmental Affairs Committee Chair, Key Contacts and Team Members (or their substitutes*), Major Investors, Board of Director Members, and GAC Members. A member choosing means of transportation other than that provided by GTR (i.e. own car or flying) will not be eligible for reimbursement for independent transportation and food expenses. Other GTR members may attend GARD provided that additional space and lodging is available by paying Florida REALTORS® for their registration and paying GTR for their lodging costs and providing that space is available on GTR chartered transportation.

*Substitutes selected will be recommended by the GAC Chair and approved by the President with preference given to Key Contact Team Members

A GTR member who is currently appointed to at least one committee is eligible to apply for a scholarship (Association provided FAR registration, transportation, lodging and food) to attend for the first-time Great American REALTOR® Days event. Subject to funding, up to three scholarships may be offered. The scholarship application form provided by GTR must be completed and received by the Association no later than forty-five calendar days prior to the Great American REALTOR® Days event. The deadline date for the application will be stated on the scholarship application form. Scholarship recipients are to be determined by the President, GAC Chair and Vice Chair and will be notified within fifteen calendar days from the submission deadline date.

POLITICAL FUNCTIONS AND LOGO
Any political function held at GTR office must be approved by the GAC and the Board of Directors prior to taking place. Any endorsement or GTR logo cannot be used at any political venue without prior approval of the GAC and the Board of Directors.

ATTENDANCE POLICIES FOR GTR CLASSES
Only GTR and Affiliate members or registered non-members are allowed to attend GTR functions. Children are not to be left unattended.

Three days prior to class GTR will communicate with all registrants by providing them with the option to cancel their registration up to 24 hours prior to class without penalty. Each member will receive one forgives per calendar year and will be charged $10 thereafter. To register for classes a member must be in good standing which means no more than 90 days delinquent on a payment.
All cancellations must be received in writing via email to education@tamparealtors.org and are subject to a $30 cancellation fee. No refunds for cancellations within 72 hours of the start of class. Funds may be transferred only if the course is offered at a later date during the same calendar year.

PROFESSIONAL STANDARDS POLICIES AND PROCEDURES

These policies and procedures are not intended to conflict with the mandatory options set forth in the National Association of REALTORS® (NAR) Code of Ethics and Arbitration Manual (CEAM). The following policies and procedures include the areas of the CEAM requiring Board action.

1. Ethics Policies
   a. Expedited ethics procedures are permitted. Respondent waives right to hearing and acknowledges violation.
   b. Ethics Mediation services will be offered on a voluntary basis and will be conducted in accordance with Appendix XI to Part Four of the NAR CEAM.
   c. Ethics violator names will not be published.

2. Arbitration Policies
   a. All arbitration hearings will be conducted in accordance with Option #3; “In the event the respondent fails or refuses to sign the Response and Agreement Form (Part Thirteen, Form #A-4), fails or refuses to make the required deposit, or fails or refuses to take part in the arbitration hearing, the arbitration hearing may be scheduled and conducted in the absence of the Respondent.”
   b. Mediation services will be offered, on a voluntary basis to mandatory and voluntary arbitration matters.
   c. Voluntary Arbitration services will be provided, upon written agreement by all parties.
   d. Prior to a hearing being adjourned, both parties will be offered fifteen (15) minutes to discuss any settlement or resolution of their dispute that they would like to consider prior to the Hearing Panel entering executive session. The parties (and their counsel, if any) will be provided a private space to meet and discuss any resolution. If settlement is reached, the parties will execute an agreement and the arbitration process will be terminated. If settlement is not reached, the panel will reconvene in executive session and determine the award.
   e. The Association shall retain and utilize the services of the Association’s Attorney (or other third-party escrow agent as necessary) for purposes of depositing and holding in trust any arbitration award deposit received from a party to arbitration. The Association and Professional Standards Administrator
are further authorized and directed to provide information to the escrow agent necessary to the administration of the escrowed deposit.

3. Hearing Procedures
   a. Respondents shall provide written response to ethics complaint or arbitration request within 15 days from date of receipt.
   b. Case information will be provided to hearing panels, no later than 3 days prior to the hearing date.
   c. All postponement requests will be forwarded to and granted/denied by the assigned hearing panel chairman.
   d. Parties may not record the hearing proceedings.

4. Fees
   a. An administrative processing fee in the amount of $100 will be imposed on all members who are found in violation of the COE.
   b. A filing fee in the amount of $150 will be required for all arbitration requests and responses.
   c. All ethics appeals and procedural review requests shall include a deposit in the amount of $150.
   d. In the event an arbitration award is split, the hearing panel has the authority to determine the amount, if any, will be returned to each party.
   e. If a settlement is reached, prior to an arbitration hearing, the filing fees will be returned to both parties.
   f. If a settlement is reached during an arbitration hearing, the filing fees will be retained by the Association.

5. BOD Policies
   a. A panel of five (5) Directors will be appointed to act on behalf of the Board of Directors to review all appeals, procedural reviews, and ethics ratifications.
   b. Party names and brokerages will be redacted from all ratifications.
   c. If a member refuses to arbitrate or satisfy an arbitration award, the matter shall be brought before the Board of Directors at the next regular meeting or at a special meeting called by the President for that purpose. The procedures for notices, time of notice, and hearing prescribed for matters before a Hearing Panel shall apply. The sole question of fact for the Directors to decide will be whether the Respondent has failed to submit an arbitrable matter to arbitration or mediation. Upon determination that the member has refused to
arbitrate or mediate a properly arbitrable matter, the Board of Directors may direct the implementation of appropriate sanction.

MEETINGS

Any meeting that involves a vote of the membership on important issues such as a merger with another REALTOR® association may be held virtually at a time and place convenient for the membership and shall not require a fee for a meal or seminar.

ELECTRONIC ONLINE VOTING FOR A MERGER

Procedure to conduct an electronic vote on matters outside of a meeting.

1. Provide 30 or more days’ notice of the special email vote along with the date and time for the vote delivery and return receipt.

2. Provide a description of the matter(s) to be voted on in the notice.

3. Keep the meeting to just voting on the noticed matter(s).

4. Votes taken shall pass with 2/3 majority vote of those voting.

5. Document each electronic vote by maintaining information on notice provided, vote results and tally in the minutes of the meeting.

GUIDELINES FOR MEMBER COMMENTS AT MEETINGS

Members are welcome to comment at each GTR meeting and will be heard prior to the Committee Consent Agenda. Speakers will be granted up to three minutes to address the meeting. When 5 or more speakers wish to speak during the meeting, the Chair may reduce the time per speaker. All speakers must check in with the Association staff at least 30 minutes prior to the start of the meeting. The Chair reserves the right to modify the speaking time based on the circumstances of any individual meeting. If any member would like to add an item to a Board or Committee meeting agenda, a request must be made in writing to the President and CEO, not less than three business days prior to the meeting.

DUES AND FEES

APPLICATION FEES

1. Each applicant for REALTOR® membership shall accompany his/her application with the application fee plus the required dues of said applicant.

   a. Application fee for REALTOR® applicants is $225. The office set up fee, including each Branch Office, is $500. Application fees are non-refundable.

   b. Application fees will be waived for secondary members.

   c. Active District 6 members becoming GTR primary members will have the application fee waived.
d. The Florida REALTORS® processing fee of $30 shall be paid by all new members and members reinstated after March 1.

e. Payment for dues must be submitted at the time of application. No cash will be accepted for dues or fees. Only credit/debit cards, personal checks, cashier’s checks or money orders will be accepted.

**DUES**

1. Dues for applicants are prorated monthly. The proration shall include the month in which membership is applied for.

   a. Annual dues for REALTOR® members are as follows: $120 local dues plus State and National dues and any assessments.

   b. The base annual dues of each secondary member shall be $120.

   c. Annual dues of Affiliates will be as follows:

      1. Bronze Member - $200 annually for 2016 renewals and thereafter; $250 annually for new affiliates (includes 1 free associate). Additional associates pay $50 annually.

      2. Silver Partner (limited to 9 annually) - $2,500 annually and includes 3 free associates with each additional associate at a cost of $50/associate. Guaranteed first right of refusal for renewal.

      3. Gold Partner (limited to 6 annually) - $5,000 annually and includes 5 free associates with each additional associate at a cost of $50/associate. Guaranteed first right of refusal for renewal.

      4. Platinum Partner (limited to 3 annually) - $10,000 annually and includes 12 free associates with each additional associate at a cost of $50/associate. Guaranteed first right of refusal for renewal.

   d. The annual dues of each Institute Affiliate member shall be set by the National Association of REALTORS®.

   e. Dues received prior to January 1 may be returned if requested. No dues shall be refunded after January 1 regardless of the circumstance.

2. Any further increase or decrease by the State and National Associations in the dues charged to the Association and payable per member shall automatically be reflected as an increase or decrease of Association dues.

3. Annual dues are payable in advance for the following year beginning October 1 and are delinquent if not paid by the deadline set forth by the Board of Directors. Notices shall be sent to the Designated REALTOR®, Broker or Certified Appraiser for all members of his/her office whose dues have not been received by the
Association. A late fee of $75 shall be charged to members whose dues are delinquent. If dues have not been paid by the final deadline, set forth by the Board of Directors, membership is automatically terminated. A reinstatement fee of $150 shall be applicable.

NSF CHECKS
Any check returned to the Association marked “NSF” or “Insufficient Funds” is redeposited. If a check is returned a second time, it will be considered nonpayment. A handling fee of $50.00 or 5% of the full value of the check, whichever is greater will be charged each time that a check is returned. Fees will be assessed as outlined in section 68.065, Florida Statutes.

ACCOUNT CLOSED/RETURNED CHECKS
When a check is returned to the Association and is marked “Account Closed,” a letter is sent to the member advising that a service charge as outlined in section 68.065, Florida Statutes, will be assessed.

CONFIDENTIALITY
The protection of the Association, its members, and the public is the collective responsibility of the leadership of the Association and its appointive committees. The Association serves as a champion and guardian of the rights of property owners; therefore, all presiding officers of the governing body and of all committees should be especially sensitive as to what constitutes confidentiality.

1. A breach of confidentiality in sensitive matters shall be considered an offense against the Association. Such an offense will be handled as outlined in the section regarding “Disciplinary Procedures” in Robert’s Rule of Order-- Newly Revised edition; and may result in fines, censure, suspension or revocation of membership. Additionally, Association volunteers may be personally and individually legally liable for injury or damages that result from their unauthorized disclosure of confidential Association information.

2. It shall be the responsibility of the presiding officer of the governing body of the Association or any committee to identify the sensitivity of a particular matter and to excuse temporarily any person present who has no “need to know” the context of the matter for the duration of that discussion. (Extreme caution should be exercised).

3. It shall be the responsibility of the presiding officer of the governing body of the Association or any committees to halt immediately any unnecessary spontaneous discussion, or digression in discussion, of any matter of a sensitive nature.

4. It shall be the responsibility of all members of a committee to be alert to the confidentiality of any subject and to call the matter to the attention of the presiding officer.

ASSOCIATION ATTORNEY
The Association shall retain an attorney who specializes in real estate and/or association management. The selection of the attorney is by majority vote of the Board of Directors. The credentials, service and cost shall be reviewed annually by the Board of Directors.
CERTIFIED PUBLIC ACCOUNTANT

The Association shall retain a Certified Public Accountant (CPA) for purpose of audit, internal control and filing Federal Income Tax Statements. The selection of the CPA is by majority vote of the Board of Directors. The CPA selected shall serve until resignation or replacement. The credentials, service and cost shall be reviewed annually by the Board of Directors.

ASSOCIATION SPOKESPERSON

The current President shall be the only person to speak on behalf of the Board of Directors and the members on any policy, political stance, or determination for the Association.

The President may designate the CEO, Association staff or any other individuals to communicate to the public on a specific matter.

HARASSMENT

Harassment is illegal conduct and is contrary to the policy of the 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 who believes that he/she has suffered harassment by any member of the Association must bring the problem to the attention of the President or CEO. 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/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 the Association. 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 a full opportunity to present their cases. Witnesses interviewed will be provided only 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 employee may include 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 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 the Association 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, the Association recognizes that a charge of harassment can cause serious damage to the personal reputation and professional career of the accused.

COMPLAINT INVESTIGATION AND CONFIDENTIALITY

All complaints will be investigated promptly by the Executive Committee and Association Attorney. The identity of the employee or member making the complaint as well as the identity of the individual accused of harassment will be kept strictly confidential. Information regarding the charge of harassment and the investigation of that charge will not be made known to anyone who is not directly involved either as a party, a witness, or a member of the investigatory team. Witnesses interviewed will be provided only such information as is necessary to elicit from them their observations and other relevant information.

During the investigation both the complainant and the accused will be provided a full opportunity to tell their side of the story. Witnesses identified by the complainant or the accused will also be interviewed. Upon completion of the investigation, the investigatory team will prepare a written report of its findings and recommendations for the Board of Directors. Authority for the final Resolution of all charges and the determination of appropriate sanctions rests with the Board of Directors.

DISCIPLINE

Harassment is a serious offense. It is contrary to Association policy for a member to retaliate against any individual 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 individual who brought the complaint. While this is in no way intended to discourage any individual, who believes 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 accused’s personal reputation and professional career.

FOLLOW UP

In instances in which harassment is found to have occurred, a member of the investigatory team will remain in communication with the victim to find out whether the harassment has ceased or if any retaliation has occurred.
**NEPOTISM**

The hiring and/or showing of favoritism toward relatives are contrary to the policy of the Association. Therefore, no Association member, executive officer, staff member, or employee shall hire, advocate the hiring of, or cause to be hired or employed in any capacity any blood or marital relative of a director, executive officer, staff member, or employee.

"Employed position" shall be defined as any financially compensated post or work of any type.

"Relatives" shall be defined as any person who is related within the fourth degree, either by consanguinity or by affinity. Specifically, this shall mean an individual who is related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister and include persons related by adoption or birth.

Any director, executive officer, staff member, or employee who believes that this nepotism policy has been violated in any manner shall notify the CEO, and the Board of Directors. Upon notification of the CEO, he or she shall at the next meeting of the Board of Directors offer as new business the consideration of whether the nepotism policy has been violated. If this policy has been violated, then the person hired in violation of the policy shall be terminated. If the hiring of a person or the proposed hiring of a person would violate this policy, then the Board of Directors upon two-thirds votes may employ or retain such person.

The construction, interpretation, and application of this policy statement shall be guided by the same interpretations, construction, and application as Section 112.3135 Florida Statutes which proscribes the employment of relatives for public officials.

This policy shall not apply retroactively and shall take effect upon approval of the Board of Directors.

**CONFLICT OF INTEREST POLICY**

**ARTICLE I. PURPOSE, SCOPE, AND APPLICATION**

1. The purpose of this Conflict of Interest Policy (as used herein, the "Policy") is to protect the interests of the Association when it is contemplating entering into a transaction or arrangement that might benefit or appear to benefit the private interest of any present or former Director, Officer, employee, or volunteer of the Association, indirectly benefit a Related Party. The Association is organized to promote the common interests of its members, and each Director, Officer, employee, and volunteer must act and use good judgment to maintain and further the public’s trust and confidence in the Association.

2. This Policy establishes guidelines, procedures, and requirements for:

   (a) Identifying a Conflict of Interest and situations that may result in an actual, potential, or perceived Conflict of Interest; and
(b) Appropriately managing a Conflict of Interest in accordance with legal requirements and the goals of accountability and transparency.

3. This Policy applies to all Directors, Officers, employees, and volunteers of the Association. All directors, officers, employees, and volunteers must familiarize themselves with and adhere to the principles and rules set out in this Policy.

4. This Policy is intended to supplement but not replace any state and federal laws governing conflicts of interest applicable to Association.

5. Any questions about this Policy should be referred to, the Board of Directors, who oversees administering, enforcing, and updating this Policy.

ARTICLE II. DEFINITIONS

1. "Conflict of Interest". Arises in situations where, in the judgment of the Association's Board of Directors. The outside interests or activities (such as Covered Interests) of a Director, Officer, employee, or volunteer interfere or compete with the Association's interests.

   (a) The stake of a Director, Officer, employee, or volunteer in a transaction or arrangement is such that it reduces the likelihood that such person's influence can be exercised impartially in the best interests of the Association.

   (b) A Director, Officer, employee, or volunteer has divided loyalties.

2. "Covered Interest". Exists when any Director, Officer, employee, or volunteer has directly, or indirectly through a Related Party:

   (a) An ownership or investment interest in any entity with which the Association has a transaction or arrangement.

   (b) A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement.

   (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

   (d) A legal commitment or financial interest, including by virtue of a Board appointment, employment position, or volunteer arrangement, to act in the interests of another entity or individual.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Covered Interest is not necessarily a Conflict of Interest. Under Article III.2, a person who has a Covered Interest may have a Conflict of Interest only if the Board decides that a Conflict of Interest exists.

3. "Interested Person". Any Director, Officer, employee, or volunteer who has
a direct or indirect Covered Interest.

4. "Related Party". Any one of the following persons or entities:

   (a) Any Director, Officer, employee, or volunteer of the Association or its affiliates.

   (b) Any Relative of any individual described in subsection 4(a) above.

   (c) Any entity or trust of which any individual described in subsection 4(a) or 4(b) above serves as a director, trustee, officer, employee, or volunteer.

   (d) Any entity or trust in which any individual described in subsection 4(a) or 4(b) above has a thirty-five percent (35%) or greater ownership or beneficial interest.

   (e) Any partnership or professional corporation in which any individual described in subsection 4(a) or 4(b) above has a direct or indirect ownership interest more than five percent (5%).

   (f) Any other entity or trust in which any individual described in subsection 4(a) or 4(b) above has a material financial interest.

5. "Relative". Any one of the following persons:

   (a) The spouse or domestic partner of an Interested Person.

   (b) The ancestors of an Interested Person.

   (c) The siblings or half-siblings, children (whether natural or adopted), grandchildren, and great-grandchildren of an Interested Person.

   (d) The spouse or domestic partner of any person described in subsection 5(c) above.

**ARTICLE III. PROCEDURES**

1. "Duty to Disclose". An Interested Person must disclose the existence of any actual, potential, or perceived Conflict of Interest as soon as such Interested Person identifies that there may be a Conflict of Interest, and before the Association enters the proposed transaction or arrangement that gives rise to the Conflict of Interest.

   (a) The disclosure shall be made to:

      (i) the Board of Directors if the Interested Person is a Director or Officer; or

      (ii) the Interested Person's manager if the Interested Person is an employee or volunteer, who shall in turn inform the President of the disclosed Conflict of Interest.
(b) The Interested Person shall be given the opportunity to disclose all material facts to the Board of Directors concerning the proposed transaction or arrangement, including the circumstances giving rise to the Conflict of Interest.

2. “Determining Whether a Conflict of Interest Exists”. After disclosure of the actual, potential, or perceived Conflict of Interest, the board shall determine whether a Conflict of Interest exists by following the procedures described in this Section 2:

(a) The Interested Person shall disclose all material facts relating to the potential Conflict of Interest to the Board of Directors.

(b) After any discussion between the Board of Directors and the Interested Person, the Interested Person shall leave the Board of Directors meeting while the determination of a Conflict of Interest is discussed and voted upon.

(c) The Board members, other than the conflicted Interested Person(s), shall decide if a Conflict of Interest exists. If the remaining board determines by majority vote that no conflict exists, no further review of the transaction by the board is required if not ordinarily required in the normal course of business. The discussion and determination of the existence of a Conflict of Interest shall be documented in accordance with the procedures outlined in Article IV below.

(d) The determination that a Conflict of Interest exists shall not preclude the board (other than the conflicted Interested Person(s)) from approving the matter, but such determination shall require the board to follow the procedures outlined in Article III.3 below.

3. “Procedures for Addressing the Conflict of Interest”. To address a Conflict of Interest, the board shall follow the procedures described in this Section 3:

(a) An Interested Person may make a presentation at the board meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the Conflict of Interest.

(b) The Interested Person shall not attempt to intervene with or improperly influence the deliberations or voting on the matter giving rise to the Conflict of Interest.

(c) The chairperson of the board shall, if appropriate, appoint a disinterested person or committee to investigate market information and alternatives to the proposed transaction or arrangement, including obtaining comparability data when determining compensation.

(d) After exercising due diligence, the board shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.
If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is: (i) in the Association's best interests; (ii) for its own benefit; and (iii) fair and reasonable.

In conformity with the above determinations, the board shall make its decision as to whether to enter into the transaction or arrangement.

4. **“Violations of the Conflict of Interest Policy”**

   (a) If the board has reasonable cause to believe an Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

   (b) If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the board determines the Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall take appropriate disciplinary and corrective action, up to and including termination of employment or volunteering, or removal from the board.

   (c) Each director, officer, employee, and volunteer is responsible for reporting to his or her manager or to the board any suspected failure to disclose by any Interested Person, regardless of position, in accordance with the Association's whistleblower policy.

   (d) Conduct that violates this Policy is always considered outside the scope of employment of any employee acting on behalf of the Association.

5. **“Confidentiality”**

   (a) The Association shall maintain the confidentiality of any disclosures made in connection with this Policy and limit access to the information in accordance with the Association's privacy policy.

   (b) Each Director, Officer, employee, and volunteer shall exercise care not to use, publish, or disclose confidential information acquired in connection with disclosures of actual, potential, or perceived Conflicts of Interest during or subsequent to his or her employment, participation as a volunteer, or participation on the board of directors.

**ARTICLE IV. RECORDS OF PROCEEDINGS**

1. The minutes of the meetings of the Board shall contain:

   (a) (i) The names of the persons who disclosed or otherwise were found to have an actual, potential, or perceived Conflict of Interest; (ii) the nature of the disclosed interest; (iii) any action taken to determine whether a Conflict of Interest was present; (iv) whether the Interested Person was present during the
determination; and (v) the Board’s decision as to whether a Conflict of Interest in fact existed.

(b) (i) The names of the persons who were present for discussions by the board of the proposed transaction or arrangement; (ii) the votes relating to the transaction or arrangement; (iii) the content of the discussion, including any alternatives to the proposed transaction or arrangement; and (iv) a record of any votes taken in connection with the proceedings.

2. The Board minutes shall be approved as reasonable, accurate, and complete before the later of:

(a) The next Board meeting.

(b) Sixty (60) days after the final actions of the Board are taken.

**ARTICLE V. COMPENSATION**

1. A voting member of the Board who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member’s compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member’s compensation.

3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**ARTICLE VI. ANNUAL STATEMENTS AND DISCLOSURES**

1. Each Director, Officer, employee, and volunteer shall annually disclose all Conflicts of Interest and previously unreported Conflicts of Interest in writing on the Association's disclosure form in accordance with this Policy and sign a statement that affirms that such person:

(a) Has received a copy of this Policy;

(b) Has read and understands this Policy;

(c) Has agreed to comply with this Policy;

(d) Has no Conflict of Interest to report or is reporting current and any previously unreported Conflicts of Interest; and

(e) Understands that the Association is organized as a not-for-profit entity and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.
ARTICLE VII. PERIODIC REVIEWS

1. To ensure the Association operates in a manner consistent with its organizational purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

   (a) Whether compensation arrangements and benefits are: (i) reasonable; (ii) based on competent survey information; and (iii) the result of arm’s length bargaining; and

   (b) Whether partnerships, joint ventures, and arrangements with management organizations: (i) conform to the Association’s written policies; (ii) are properly recorded; (iii) reflect reasonable investment or payments for goods and services; and (iv) further charitable purposes.

2. The Association expressly reserves the right to change, modify, or delete the provisions of this Policy without notice.

ARTICLE VIII. USE OF OUTSIDE EXPERTS

When conducting a Conflict of Interest determination as provided for in Article III or a periodic review as provided for in Article VII, the Association may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its fiduciary duties or responsibilities when considering a transaction or arrangement with an Interested Person or Related Party, or for ensuring periodic reviews are conducted.