

MEMO

TO: Local Board Presidents

FROM: NAREB Board of Directors

REF: AMENDMENT DRAFTS TO CONSTITUTION AND BYLAWS, WORKING COPY

The Board of Directors, during a Special Meeting on July 6, 2023, brought forth the following draft amendments to the NAREB Constitution and Bylaws. The attached draft copies will be reviewed by NAREB legal counsel for corrections and recommendations. As per the Constitution, notice is being given to Local Boards and Members.

The following amendments are presented:

- Regional Vice Presidents Election Process and Procedures
- Adoption of NAREB DBA and Tagline -
 - Black National Association of Real Estate Brokers (BNAREB)
 - The Premier Network of Black Real Estate Professionals
- Grievance and Complaint procedures
- Adoption of Member Board Agreement
- Membership Policy Agreement with Alternative Dispute Resolution (ADR)
- Branding and Logo Policy with Intellectual Property Policies and Procedures
- Ceasing Usage of NAREB Intellectual Property
- NAREB Membership Management Policy Assessment
- NAREB Indemnity and Hold Harmless Amendment

The final documents will be reviewed by the NAREB legal department for corrections and or recommendations. As per the Constitution, notice is being forward.

CONSTITUTION - ARTICLE XIII

The Constitution may be amended by 2/3 vote of the certified members present at any meeting of the Association, provided the substance of the proposed amendment has been submitted in writing to the Member Boards and posted on the official NAREB Web Site to the general membership, at least thirty (30) days in advance of their adoption.

BYLAWS - ARTICLE XIII AMENDMENTS

These By-Laws may be amended by 2/3rd vote of the Board of Directors at any meeting of the Board, provided the substance of the proposed amendment has been submitted in writing to the NAREB Member Boards, and posted on the official NAREB Web Site to the general membership, at least thirty (30) days in advance of their adoption. The final action taken by the Board with respect to any revision shall be posted on the official NAREB Web Site.

7/6/2023

Constitutional Changes

5-Step Process for RVP Elections with Timeline

Step 1 – Selecting the Regional Nominating Committee

- A. In the current year, prior to the upcoming RVP election year, all notices for RVP Nominating Committee applications are sent to all paid members by the National staff no later than **November 1st**. The application deadline is 30 days after notices are sent. On a weekly basis, the RVPs are to be notified by National on the number of applications received.
- B. All applications received by the National office from prospective Nominating Committee candidates are sorted and distributed no later than **December 5th** to the members in their respective regions for voting.
- C. By majority vote of the region, the Nominating Committee is selected by its members no later than **December 31st**. Only paid members are eligible to vote and serve on the Nominating Committee. RVP candidates are not permitted to serve on the Nominating Committee.
- D. There will be no less than five (5) Nominating Committee members and two (2) alternates.

Step 2 – Regional Nominating Committee Role

The Regional Nominating Committee orientation is held before **January 31st** of the RVP election year. Thereafter, the committee will convene and select a Chair. At the appointed time, the committee will send out notices for RVP application (with National staff's assistance), review RVP application(s) for their region, vet, and interview the candidate(s). The committee will subsequently generate a candidate slate on or before **March 31st**.

Step 3 – Notification to the Region

All paid members are notified from the National office of the RVP elections 30 days prior to the actual election. There will be weekly reminders until the date of the election. The candidate slate with credentials is distributed to all paid members in the region for voting.

Step 4 – Regional Vice President Elections

- A. The election is to take place **45 days prior** to the Annual Convention.
- B. The National staff will set up the RVP electronic voting system by uploading and verifying that paid members are accurately entered into the system.
- C. The Nominating Committee will be responsible for administering the electronic elections.
- D. All elections will be conducted on the same date/time nationally utilizing the electronic voting system. No in-person elections will be permitted. **Members will have 48 hours to cast their vote** per the slate or with the option to write in potential candidates.
- E. Election results are sent directly to the RVPs and membership immediately following the election.

Step 5 – RVP Installation

New RVPs are sworn in at NAREB's Annual Convention.

It's a wrap!

NAREB REGIONAL VICE PRESIDENT ELECTIONS
ADMINISTRATIVE GUIDELINES ASSESSMENT 2023



**NAREB® REGIONAL VICE PRESIDENT ELECTIONS
ADMINISTRATIVE GUIDELINES ASSESSMENT 2023**

A. INTRODUCTION

As elected officers of the National Association of Real Estate Brokers (NAREB®), Regional Vice Presidents (RVPs) retain primary responsibility for fulfillment of administrative duties and responsibilities that promulgate NAREB's® mission, vision, development, and value proposition objectives. RVPs are entrusted to promote growth and development of the Realtist® Association through collaborative paradigms of state and local board membership entities in defined geographic regions.

Duties/responsibilities RVPs are designated to perform in a NAREB® leadership capacity include:

1. Attendance/participation at all NAREB® RVP, Executive Committee, Board of Directors meetings, and orientation / training activities and events;
2. Demonstrated levels of proficiency regarding NAREB® policies, programs, initiatives, advocacy positions, goals / objectives, and strategic plans sufficient to encourage Realtist members' participation and support of all NAREB initiatives and endeavors;
3. Attendance and participation at NAREB® board meetings (virtual and in-person), national and regional conventions, activities, and events;
4. Engagement and oversight at select state and local board events within the Regions that RVPs are elected to represent, in accordance with NAREB directives®;
5. Facilitation of education, communication and organizational development of state and local boards/associations within the assigned region(s); and
6. Promotion/support of Realtist membership growth, development, and retention of local and state boards/associations within the RVP's assigned region(s);
7. Recurring assessment of membership needs/preferences and recommended deliverables that constitute value-added benefits of NAREB® membership.

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REGIONAL VICE PRESIDENT ELECTIONS RELATED CONSTITUTION CITATIONS

Provisions regarding election of Regional Vice Presidents (RVPs) delineated in NAREB's Constitution and Bylaws include in part the following:

1. Constitution Article V, Section 1

The government of NAREB[®], shall be vested in a Board of Directors which shall be a self-organizing body composed of the following: **12 Regional Vice Presidents**, elected each year to serve a one year term, limited to four (4) consecutive terms; et. al. . . .

2. Constitution Article VIII, Section 4

Regional Vice-President shall be elected for one year, may not exceed four (4) consecutive terms:

a. Only financial members certified by the NAREB[®] Board of Directors not less than 45 days prior to the Annual Convention may vote.

At least 30 days prior to such election, all certified and financial members of NAREB shall be duly notified of such Vice-Presidential election schedule and voting procedure for their Region, respectively.

b. Regional Vice-Presidents, upon being duly elected, certified and installed, shall coordinate the work of NAREB[®] in their respective regions and shall act as the representative of the President in such matters as may be assigned to them in writing.

A Regional Vice-President may appoint not more than two (2) assistants [*who are certified members in the Region*] to assist him/her in the work of the Region.

Each Regional Vice-President [*and assistants*] shall promote the principles, aims and policies of NAREB[®] throughout his/her Region and shall endeavor to increase membership in both the local and national associations and effectively and opportunely perform his/her duties and designated assignments.

c. A vacancy of a Regional Vice-President shall be filled by the NAREB[®] Board of Directors. The vacancy for the unexpired term shall be filled by members within the Region in which the vacancy occurs.

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B. REGIONAL VICE PRESIDENT ELECTIONS ADMINISTRATIVE GUIDELINES

1. GENERAL GUIDELINES

Election of Regional Vice Presidents (RVPs) shall be conducted for each membership region respectively, as set forth pursuant to Constitution Article XI, Section 1, and subject to application of the following general rules/guidelines, as authorized by the NAREB® Board of Directors:

a. The administration and/or oversight of RVP elections will be conducted by designated NAREB® National Office staff in consultation with eligible RVPs, members of regional nominating committees if applicable, and/or the NAREB® National Nominating Committee, as appropriate in accordance with pertinent NAREB® governance policies and/or as authorized by the Board of Directors pursuant to [Michigan Non-Profit Organization Law](#).

b. **Incumbent RVPs** who are either seeking candidacy or confirmed as eligible candidates for re-election as RVPs in a pending election are ineligible for nominating committee membership. Also, any individuals who have conflict(s) of interest are ineligible and **cannot serve as members of the regional or national nominating committee(s) for NAREB® RVP Elections**. No party should be involved in any RVP election-related administrative duties or functions given their involvement prevents or inhibits reasonable assurance of open and fair election processes.

c. The eligibility of candidates for election to RVPs positions, and qualification of nominating committee members shall be contingent upon all parties' execution and compliance with NAREB® policy disclosures and statements including: **C**onflict of Interest Policy; **C**onfidentiality; and other requirements as determined by the NAREB® Board of Directors.

2. REGIONAL NOMINATING COMMITTEE OPERATIONS / MEMBERS SELECTION

Considering NAREB® authorizes establishment of Realist® Regional Nominating Committees to interview prospects and recommend a slate of eligible member candidates for election to RVP for each respective region of the Association, implementation of consistent administrative operating

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policies, guidelines, and procedures for regional nominating committees is required throughout the Association to maintain equitable RVP elections.

Formation of Regional Nominating Committees in connection with implementation of RVP elections, must include administrative support by NAREB® national office staff as designated and approved by the NAREB Board.

NAREB® national office staff shall disseminate notification of nominating committee application and selection process. Notices will be distributed in consultation incumbent RVPs and/or local board presidents from each respective region.

Notices will be sent to currently certified Realtist® members in good standing within the regions of the Association via their electronic contact information on file with NAREB®. RVP election-related information also will be posted on the NAREB® website for a period of not less than sixty (60) days prior to the scheduled date of the RVP election(s).

a. Subsequently, a 10-Day Notice will be posted on the NAREB® website and distributed to currently certified Realtist® members of record in good standing within the regions of the Association. Said Notice shall specify the application submission deadline for candidates' selection to membership on the RVP Elections regional nominating committee(s), if in effect.

b. The following shall apply if the regional nominating committee process is in effect:

- 1) the NAREB® National Office shall receive all nominating committee membership applications by the deadline date and time specified;
- 2) the Office shall process the list(s) of prospective regional nominating committee candidates/members;
- 3) If applicable, the list of vetted nominating committee applicants for each region will be sent to all certified NAREB® members in the respective regions;
- 4) Voting eligible members can cast one (1) vote only for their candidate(s) of choice for each member position available for election

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- of a regional Nominating Committee member;
- 5) All votes shall be cast during a specified period as indicated by NAREB® of not less than twenty-four (24) hours or more than forty-eight (48) hours – (Eastern Standard Time).

c. If the NAREB® Office receives an insufficient number of applicants to form a region's nominating committee(s), state and local board presidents who are not candidates in the pending RVP election may recommend a qualified Realist member from their local board to serve on the nominating committee for their respective regions only. Such recommendations shall be affirmed by majority vote of that president's membership or board of directors, if required by NAREB®.

d. At no time shall an incumbent RVP be a candidate for re-election and a member of the nominating committee concurrently. Consideration of the "Diversity, Equity & Inclusion" (DEI) characteristics of the committee composition is warranted invariably. Regional Nominating Committees comprised of qualified member representatives constituting a diverse cross section of member states and local boards in the regions is preferred. Conversely, regional nominating committees composed of multiple members from a single local board or single state only, whereby representation from other participant local member boards, cities or states within the same region are excluded and without active representation are not preferred nor acceptable conditions.

e. **The NAREB® National Office shall facilitate administration of the electronic voting process for regional nominating committee elections on behalf of the respective regions.**

The election results shall be determined by the cumulative vote total of the members voting in each region respectively, **subject to quorum requirements (TBD by NAREB) being met.** The candidates receiving the highest numbers of the total valid votes cast that are required to elect the designated number of individual committee members shall be duly elected as the nominating committee members for their respective regions.

f. The regional nominating committees shall be comprised of not less than three (3) nor more than seven (7) certified members (must be an odd

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number) in good standing with NAREB®. All committee members shall be from a local board within the region for which the election is held. Nominating committee members certified and financial members in good standing with NAREB® for the three consecutive years prior to the year of the election in which they serve as a member of a regional elections nominating committee

3. REGIONAL NOMINATING COMMITTEE OPERATIONS

The RVP Regional Nominating Committee(s) shall be **self-organizing** and shall only serve until the election of the RVPs. The committee(s) shall appoint the chairperson(s) who shall preside over all nominating committee(s) meetings. The nominating committee(s) shall work in concert with and receive administrative direction and support from the NAREB® National Office staff designated to carry out the responsibilities of holding election(s) of RVPs.

In consultation with the NAREB® National Office, and subject to review and approval of the NAREB® Board of Directors, RVP Regional Nominating Committee(s) may determine the following:

- a. The dates / timeline to conduct RVP regional elections in accordance with master calendar scheduling by the NAREB® President and Board of Directors, and in accordance with provisions of the NAREB® Constitution and Bylaws;
- b. Development of a calendar outlining all the tasks required which culminates with the election. (e.g., when RVP nominations will be accepted, RVP application distribution date, due date for RVP applications, candidate interviews, the election date and time, etc.)
- c. Candidate forums – dates, subject matter, participants eligibility
- d. Regional notification types, dates, media,
- e. Presentation of the slate of candidates - types, dates, media
- f. Other activities to facilitate an effective and equitable election, as deemed appropriate and necessary by the NAREB® Board of Directors.

The Nominating Committee shall receive all RVP candidates' complete applications for review, evaluation, and utilization in conjunction with interviews of candidates to formulate recommendation of a candidate slate

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of no more than 3 -5 persons, or as otherwise specified by NAREB Policy and /or directive of the NAREB® Board of Directors.

All election documentation, including RVP candidates' and RVP nominating committee members' applications, disclosures, statements, ballots, etc. shall be delivered to the NAREB® Membership Director for review and vetting .

4. NAREB® NATIONAL NOMINATING COMMITTEE OPERATIONS

Provisions regarding NAREB® National Nominating Committee operations delineated in NAREB's Constitution and Bylaws include in part the following:

CONSTITUTION - ARTICLE IX ELECTIONS -

Section 1. The annual election of Directors and Officers shall be held at the Annual Convention, except Regional Vice President elections shall be as set forth in Article VIII, herein..

Section 2. There shall be a Nominating Committee of nine (9) members, elected at the Annual Convention. Three (3) members who are not on the Board of Directors which shall be selected by the President, three (3) members shall be selected by the Board of Directors from its own membership and three (3) non-board members are to be elected by the Membership. A nominating Committee member's position shall be deemed vacant if unable to serve during the Annual Convention due to disability or absence. Such vacancy shall be filled by the President through appointment through the aforementioned process.

Section 3. The Nominating Committee shall nominate one nominee for each place on the Board of Directors to be filled and propose one nominee for each elective office and shall cause its report to be posted at a place provided for the purpose not less than 24 hours prior to the election.

Section 4. Members shall have the privilege of placing other nominations before the Annual Convention.

5. RVP ELECTIONS - NAREB® ADMINISTRATION OVERVIEW

Utilization of the **NAREB® National Nominating Committee in conjunction with the NAREB® National Office** provides a management framework for implementation and administration of the Regional Vice Presidents elections that produces operational benefits including:

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- a. reduction of diverse sources performing nominating and election functions and the organizational barriers and challenges inherent in coordinating joint activities and effective engagement of NAREB® local boards and state association at an interstate level;
- b. enhanced efficiency and continuity in conducting RVP elections created by centralized administration of the process and utilization of enhanced staff and operations support and expertise afforded by national level resources; and
- c. reduction of operating expenses incurred by NAREB® at the national, regional, and local levels of the association attributable to elimination of duplication of production costs expense;

6. RVP ELECTION VOTING PROCEDURES

Subject to administrative authorization and requisite approval by the Board of Directors, designated members of NAREB's National Office staff will administer the electronic voting process for RVP Elections, including separate and distinct elections of RVP regional nominating committee members [if applicable], and Regional Vice Presidents.

- a. NAREB® RVP election voting operations will be conducted by NAREB® National Office administrative staff designated by the Executive Director subject to the approval of the Board of Directors. Staff will perform in accordance with NAREB® Policies and Procedures in consultation with the appropriate/designated NAREB® officers and/or committee chairpersons , as appropriate.
- b. **NAREB® will utilize "Election Runner"** (or comparable internet-based platforms if necessary), subject to Board of Directors approval, to conduct voting for selection of:
 - (1) members of nominating committees for respective Regions; or
 - (2) members of a single combined regional nominating committee, comprised of representatives from each (or select) regions;
 - (3) **Regional Vice President** elected for each Region from eligible candidates from each Region, in accordance with applicable provisions of the NAREB® Constitution & Bylaws, and policies and procedures directives issued by the Board of Directors.

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- c. Votes may only be cast electronically via the NAREB® authorized platform in use and during the scheduled voting periods established and authorized by the NAREB® Board of Directors
- d. Subject to provisions of NAREB's® Constitution & Bylaws, voting is restricted to certified and financial NAREB® members in "good standing." Voting members may cast a single ballot indicating one vote for a single RVP candidate from their assigned NAREB® Region exclusively.
- e. The NAREB® National Office will disseminate RVP Election application information in the following manner:
1. "Notice of Availability of RVP Candidate Applications" posting on NAREB® Website sent to financial and certified NAREB® members in good standing in each Region:
 - a) indicates the deadline for submission of completed RVP Candidacy Applications with supportive documentation and attachments as stipulated per the Application Instructions.
 - b) RVP applications submitted in the condition and manner required and received in the NAREB® National Office by the deadline(s) specified shall be transmitted to the nominating committee(s) by the NAREB® National Office within three (3) business days of NAREB® staff confirming receipt "of complete applications".
 2. If applicable the RVP Nominating Committee(s) shall schedule and complete reviews (including interviews) of all RVP candidates in a thorough and timely manner as provided in these Administrative Guidelines and in accordance with NAREB®'s governance provisions.

Only complete RVP election applications received from eligible candidates shall be reviewed and assessed for prerequisite vetting of qualifications and eligibility of each RVP election candidate without exception.

If more than three (3) complete Regional Vice President Candidate Applications are submitted/received, the nominating committee(s) in effect shall conduct the requisite candidates' review process. The

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review assessment by the Committee may include interviews with each of the candidates in addition to verification of the candidates' application/documentation.

Vetting is required to affirm each applicant recommended for inclusion on regional election slates and/or ballots respectively are qualified candidates. A qualified candidate is an eligible Realtist candidate who has been vetted through the mandatory application process. Unqualified or unvetted member candidates cannot seek election to RVP by "campaigning for office," "running from the floor," or as a "write-in" candidate for Regional Vice President.

3. The Official Candidate Slates certified by the NAREB® National Nominating Committee, (or the chairperson for each Regional Nominating Committee, if applicable), and confirmed by the NAREB National Office: (1) shall be distributed to financial and certified members of each region respectively; (2) will posted on the NAREB Website not less than 15 (fifteen) calendar days prior to the day of the elections and for the duration of time until the results of RVP Elections for all Regions are certified by NAREB; and (3) will be conspicuously displayed on screen during the period on-line voting is in progress.
4. After review and certification, RVP National Election results will be posted on the NAREB Website until duly elected Regional Vice Presidents are officially installed in office in a manner and place established by order of the Board of Directors, in accordance with provisions of the NAREB Constitution & Bylaws.

-END-

~~by interviews of qualified slates recommendations of RVP in the Regions received from Realtist® regional nominating committees in lieu of the NAREB® National Nominating Committee or any other candidate eligibility determination and selection processes,~~

REGIONAL VICE PRESIDENT ELECTIONS

When participating in the nonprofit sector, one of the most important things to understand is how voting rights and procedures work. Because of this, a key component of this process is to be familiar with voting practices. These are meant to be carried out in a specific way according to law. It's important to understand that if these practices aren't carried out properly you could be found to be non-compliant without even knowing it! Voting is an important means by which groups' members can make their voice heard in a democracy.

There are a variety of voting types and methods according to classic parliamentary procedures. For the purposes of Regional Vice President elections, "**Majority Rules**" (the winner receiving more than half the number of votes cast) is utilized.

Regional Vice President (RVP), provisions that are fixed in NAREB's Constitution and Bylaws:

Region Vice President Election

Article VIII, Section 4

A Regional Vice-President shall be elected for one year, may not exceed four (4) consecutive terms,

- a. Only financial members certified by the NAREB Board of Directors not less than 45 days prior to the Annual Convention may vote. At least 30 days prior to such election, all certified and financial members of NAREB shall be duly notified of such Vice-Presidential election schedule and voting procedure for their Region, respectively.
- b. Regional Vice-Presidents, upon being duly elected, certified and installed, shall coordinate the work of NAREB in their respective regions and shall act as the representative of the President in such matters as may be assigned to them in writing. A Regional Vice-President may appoint not more than two (2) assistants to assist him/her in the work of the Region. Each Regional Vice-President shall promote the principles, aims and policies of NAREB throughout his/her Region and shall endeavor to increase membership in both the local and national associations and effectively and opportunely perform his/her duties and designated assignments.
- c. A vacancy of a Regional Vice-President shall be filled by the NAREB Board of Directors. The vacancy for the unexpired term shall be filled by members within the Region in which the vacancy occurs.

ELECTION PROCESS

The election for the Regional Vice President (RVP) shall be conducted and facilitated by the national office of the National Association of Real Estate Brokers Inc. (NAREB). National office staff will work with sitting RVP and the nominating committee to carry out the duties required to host an open and fair election.

Nominating Committee Selection

The national office staff, in consultation with the current RVP, shall send out an invitation notice to all members within the region no less than 60 days prior to the date of the election, inviting them to apply to be a member of the election nominating committee. A 10-day invitation Notice shall go out to all current members in the region. Said invitation shall specify the last day to apply for consideration to be a member of the nominating committee. At the end of the deadline date. The national office shall receive all the nominating committee applications and produce a list. The list of names is to be sent out to all current members in the region for a 5-day period to vote on who will serve on the Nominating Committee. If not, enough names are submitted to form the nominating committee State and Local board presidents, not running for RVP, may recommend a member from their local board to serve on the nominating committee.

The national office shall facilitate the nominating committee election on behalf of the region. For voting: the region members garnering the highest vote total (in descending order) of the vote cast shall serve as the nominating committee.

The nominating committee shall be comprised of no less than three (3) and no more than seven (7) members (number must be odd) in good standing with NAREB. All committee members shall be from a local board within the region in which the election is to be held. Committee members must be in good standing with NAREB for the three consecutive years prior to the year of the election in which they serve. At no time shall the current RVP be a member of the nominating committee.

Nominating Committee

The nominating committee shall be self-organizing and shall only serve until the election of the RVP. The committee shall appoint a chairperson who shall preside at all nominating committee meetings. The nominating committee shall work in concert with and receive direction from the national office staff to carry out the responsibilities of hosting the election for RVP.

The committee shall determine the following:

- The day for the election as required by the NAREB constitution.
- The time for votes to be cast

- Develop a calendar outlining all the tasks required which culminates with the election. (when RVP nominations will be accepted, RVP application distribution date, due date for RVP applications, candidate interviews, the election date and time, etc.)
- Candidate forums
- Regional notification dates
- Presentation of the slate of candidates
- All other required activities and responsibilities for an open and fair election

The nominating shall receive all RVP candidate applications for review and recommendation of a candidate slate of no more than 3 persons.

Election

The national office staff will host the electronic election, using Election Runner software, with the participation of the regions nominating committee members. The election shall be conducted by the national office. Voting may only be cast electronically during the required voting period established by the nominating committee. Members must be in good standing with NAREB and may only cast one vote.

The national office will send out RVP candidate applications to all region members in good standing indicating the deadline for submission. All RVP applications received by the deadline shall be transmitted to the nominating committee for assembly and presentation of the candidate slate. When more than three (3) candidate applications have been received, the nominating committee shall establish a review process to determine the three applicants that will be placed on voting slate. The official candidate slate shall be distributed to all members of the region no less than 15 (fifteen) days prior to the day of election.

This Grievance Policy and Procedures document outlines the process for addressing grievances within the National Association of Real Estate Brokers (NAREB). It is designed to ensure that all grievances are handled in a fair, consistent, and timely manner, while adhering to the laws of Michigan and non-profit regulations. This policy applies to all members, employees, and volunteers of NAREB.

2. Definitions

- a. Grievance: A formal complaint or concern raised by a member, employee, or volunteer of NAREB regarding any aspect of its operations, policies, procedures, or behavior of another member, employee, or volunteer.
- b. Grievant: The individual or entity lodging a grievance.
- c. Respondent: The individual or entity against whom the grievance is filed.
- d. Designated Grievance Officer: The person appointed by NAREB to oversee the grievance process and ensure compliance with this policy.

3. Filing a Grievance

- a. Any member, employee, or volunteer of NAREB may file a grievance by submitting a written complaint to the Designated Grievance Officer. The complaint should include the following details:
 - i. Name, contact information, and NAREB affiliation of the grievant.
 - ii. Nature of the grievance, including relevant dates, times, and events.
 - iii. Identification of the respondent(s).
 - iv. Any supporting documents or evidence related to the grievance.
- b. The grievance should be submitted within 30 days of the incident giving rise to the complaint, unless there are exceptional circumstances that justify an extension.

4. Grievance Handling Process

- a. Upon receipt of a grievance, the Designated Grievance Officer will acknowledge the receipt of the complaint within five business days.
- b. The Designated Grievance Officer will initiate an investigation into the matter and may request additional information from the grievant and respondent, as well as any witnesses or other relevant parties.
- c. The investigation will be conducted in a fair and impartial manner, taking into consideration the principles of natural justice.
- d. The Designated Grievance Officer will endeavor to complete the investigation within a reasonable timeframe, generally not exceeding 30 days. However, complex cases may require additional time.
- e. The Designated Grievance Officer will prepare a written report summarizing the findings of the investigation and recommending appropriate actions, if necessary.
- f. The report will be provided to the grievant, the respondent, and the NAREB Board of Directors for review.
- g. The NAREB Board of Directors will make a final determination based on the report and may impose appropriate sanctions or remedies if the grievance is substantiated.
- h. Both the grievant and the respondent will be informed in writing of the final decision.

5. Confidentiality and Non-Retaliation

- a. NAREB will handle all grievances with utmost confidentiality, to the extent permitted by law. Information related to the grievance will only be disclosed to individuals involved in the investigation and decision-making process.
- b. NAREB prohibits retaliation against any person who files a grievance or participates in the grievance process. Any form of retaliation will be treated as a separate violation of NAREB's policies and may result in disciplinary action.

6. Appeals Process

- a. If either the grievant or the respondent is dissatisfied with the outcome of the grievance process, they may appeal the decision to the NAREB Appeals Committee within 15 days of receiving the final decision.
- b. The NAREB Appeals Committee will review the case based on the information provided during the initial investigation and may conduct further inquiries, as necessary.
- c. The decision of the NAREB Appeals Committee will be final and binding.

7. Record Keeping

NAREB will maintain records of all grievances, investigations, and decisions in a confidential manner as required by applicable laws and regulations.

Thank you,

***Derrick Luckett
Destiny Six Financial
Real Estate Broker/CEO 01271639
Senior Mortgage Loan Originator 326258
Phone (619) 825-9560
Temecula-Murrieta Office (951)-677-0083
San Diego- Lemon Grove office (619) 825-9560
Cell (619) 454-3339***



NAREB® POLICY AND PROCEDURE FOR HANDLING COMPLAINTS

1. Introduction

1.1 Purpose: The purpose of this policy is to establish a standardized process for handling complaints received by NAREB®, ensuring transparency, fairness, and efficiency.

1.2 Scope: This policy applies to all members, employees, volunteers, clients, and stakeholders of NAREB® who may file a complaint or be involved in the complaint resolution process.

1.3 Compliance: This policy complies with all relevant state, local, and federal guidelines for non-profit organizations.

2. Definitions

2.1 Complaint: A written, or verbal expression of dissatisfaction related to NAREB® 's services, operations, members, or employees.

2.2 Complainant: The individual or entity lodging the complaint.

2.3 Respondent: The individual, department, or entity implicated in the complaint.

3. Filing a Complaint

3.1 Complaint Submission: Complaints may be submitted in writing, via email, or through an online complaint form available on NAREB® 's official website.

3.2 Complaint Form: NAREB® will provide a standardized complaint form to collect necessary information, including the complainant's contact details, nature of the complaint, relevant dates, and supporting evidence.

3.3 Anonymous Complaints: NAREB® will accept anonymous complaints but may limit the investigation if critical information is missing or if anonymity prevents a proper response.

4. Initial Complaint Handling

4.1 Receipt Confirmation: Upon receiving a complaint, NAREB® will acknowledge its receipt promptly.

4.2 Complaint Review: The designated Complaints Officer or committee will review the complaint to determine its validity and potential severity.

4.3 Investigation Initiation: If the complaint appears valid and falls within NAREB® 's jurisdiction, the Complaints Officer will initiate an investigation.

5. Complaint Investigation

5.1 Investigation Team: The Complaints Officer will form an investigation team consisting of impartial individuals not directly involved in the matter under investigation.

5.2 Gathering Evidence: The investigation team will collect relevant evidence, interview involved parties, and gather any necessary documentation.

5.3 Resolution Timeframe: NAREB aims to resolve complaints within a reasonable timeframe, typically not exceeding [insert appropriate timeframe] from the date of receipt.

6. Complaint Resolution

6.1 Mediation: If appropriate, NAREB may attempt to resolve the complaint through mediation, promoting a mutually acceptable resolution between the parties involved.

6.2 Decision Making: Based on the investigation findings, the Complaints Officer will make a fair and informed decision on the complaint.

6.3 Communication: NAREB will communicate the resolution decision to the complainant and, if applicable, the respondent in writing.

7. Appeal Process

7.1 Appeals Procedure: NAREB will provide a clear process for complainants to appeal the resolution decision if they remain dissatisfied.

7.2 Appeals Review: An impartial committee or individual will review the appeal and reconsider the complaint.

7.3 Final Decision: The decision made after the appeal review will be final and binding.

8. Record Keeping

8.1 Document Management: NAREB will maintain detailed records of all complaints received and their respective resolutions, ensuring confidentiality and compliance with data protection regulations.

9. Reporting

9.1 Annual Report: NAREB will prepare an annual report summarizing the complaints received, resolved, and the actions taken. This report will be made available to the board of directors, members, and other relevant stakeholders.

10. Training and Education

10.1 Training Programs: NAREB will conduct regular training programs to educate members, employees, and volunteers about the complaint handling process, emphasizing the importance of transparency, fairness, and professionalism.

10.2 Awareness Campaigns: NAREB may also launch awareness campaigns to inform clients and stakeholders about the complaint procedure and encourage their participation.

11. Compliance with Laws and Regulations

11.1 Review and Update: NAREB will periodically review and update this policy to ensure compliance with state, local, and federal laws and regulations pertaining to non-profit organizations.

11.2 Legal Consultation: NAREB will seek legal advice to ensure ongoing compliance with all applicable guidelines.

12. Confidentiality

12.1 Confidentiality Obligations: NAREB and all individuals involved in the complaint handling process will maintain strict confidentiality regarding the complainant's identity and the details of the complaint, except as required by law.

12.2 Data Protection: NAREB will handle, and store personal information collected during the complaint process in accordance with relevant data protection regulations.

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MEMBER BOARD AGREEMENT

This Member Board Agreement ("Agreement") is entered into between the National Association of Real Estate Brokers ("NAREB") and the undersigned local board ("Local Board") and member board ("Member Board") (collectively referred to as "Parties").

1. Introduction

a. NAREB: The full legal name of the organization is the National Association of Real Estate Brokers ("NAREB"). b. Local Board: [Insert full legal name of the Local Board]. c. Member Board: [Insert full legal name of the Member Board]. d. Purpose: This Agreement outlines the policies and procedures governing the use of NAREB's branding, logo, name "Realtist," and charter by the Local Board and Member Board.

2. Definitions

a. NAREB Branding: Refers to NAREB's trademarks, branding materials, logo, and other intellectual property associated with NAREB. b. Realtist: Refers to the name "Realtist" used by NAREB and its authorized boards and members. c. Charter: Refers to the specific authorization granted by NAREB to the Local Board and Member Board.

3. Grant of License

a. NAREB hereby grants the Local Board and Member Board a non-exclusive, revocable license to use NAREB's branding, logo, name "Realtist," and charter for the purpose of promoting the objectives of NAREB and in accordance with its constitution and bylaws. b. The Local Board and Member Board acknowledge that this license is subject to compliance with NAREB's policies and procedures outlined in this Agreement.

4. Policy Agreement and Procedures

a. The Local Board and Member Board agree to abide by the following policies and procedures when using NAREB's branding, logo, name "Realtist," and charter:

- Proper usage guidelines: The branding, logo, name "Realtist," and charter must be used in accordance with NAREB's guidelines to ensure consistency and integrity.
- Quality control: The Local Board and Member Board shall maintain the quality of their services and adhere to NAREB's standards.
- Marketing guidelines: All marketing materials, including but not limited to brochures, websites, and social media content, must comply with NAREB's branding guidelines and applicable laws and regulations.
- Compliance with NAREB's standards: The Local Board and Member Board shall comply with all standards, rules, and regulations set forth by NAREB, including its constitution and bylaws.

5. Compliance with NAREB Constitution and Bylaws

a. The Local Board and Member Board shall at all times comply with NAREB's constitution and bylaws while using NAREB's branding, logo, name "Realtist," and charter. b. Any changes or updates to NAREB's constitution and bylaws shall automatically apply to this Agreement.

6. Accountability and Enforcement

a. In case of any breach of this Agreement or NAREB's policies, NAREB reserves the right to take appropriate action, including but not limited to:

- Issuing warnings and corrective measures.
- Suspension of the license granted under this Agreement.

- Termination of the license and revocation of NAREB's branding, logo, name "Realtist," and charter usage rights.

7. Termination

a. This Agreement may be terminated by either party upon written notice to the other party in the following circumstances: - Material breach of this Agreement by either party. - Non-compliance with NAREB's constitution and bylaws. - Violation of NAREB's policies and procedures. b. In the event of termination, the Local Board and Member Board shall immediately cease using NAREB's branding, logo, name "Realtist," and charter.

8. Governing Law and Jurisdiction

a. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan. b. Any disputes arising out of or in connection with this Agreement shall be resolved in the appropriate courts within Michigan.

9. Amendments

a. This Agreement may only be amended in writing and with the mutual consent of both Parties. b. Any amendments to this Agreement shall be effective upon execution by both Parties.

10. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Member Board Agreement.

NATIONAL ASSOCIATION OF REAL ESTATE BROKERS (NAREB):

Authorized Representative: _____ Signature: _____
Date: _____

LOCAL BOARD:

Authorized Representative: _____ Signature: _____
Date: _____

MEMBER BOARD:

Authorized Representative: _____ Signature: _____
Date: _____

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NAREB® Alternative Dispute Resolution (ADR) and Mediation Agreement

[DRAFT – FOR ADMIN REVIEW]

Policy Statement:

The National Association of Real Estate Brokers, Inc. (NAREB®) recognizes the importance of providing a fair, efficient, and cost-effective mechanism for resolving disputes that may arise among its members. Therefore, NAREB® adopts this policy to incorporate an Alternative Dispute Resolution (ADR) and Mediation agreement within its existing policies and procedures. The ADR and Mediation agreement outlined in this policy shall be adhered to by all members.

1. Purpose:

- a. The purpose of this policy is to establish guidelines and procedures for utilizing ADR and Mediation to resolve disputes within NAREB®.
- b. This policy aims to promote open communication, collaboration, and mutual understanding among members while maintaining compliance with Michigan non-profit laws and regulations.

2. Definitions:

- a. Alternative Dispute Resolution (ADR): A process of resolving disputes outside of traditional litigation, typically involving mediation or arbitration.
- b. Mediation: A voluntary process in which a neutral third party facilitates communication and negotiation between parties to assist in reaching a mutually acceptable resolution

3. Scope:

- a. This policy applies to all NAREB members, including but not limited to disputes arising from NAREB's activities, operations, policies, and procedures.
- b. Participation in the ADR and Mediation process outlined in this policy is encouraged, and it shall be a prerequisite to pursuing any formal legal action, unless otherwise required by law.

4. Mediation Procedure:

- a. When a dispute arises, the parties involved shall make a good faith effort to resolve the issue through mediation before considering other formal legal remedies.
- b. The parties shall jointly select a qualified mediator from the NAREB panel of mediators. If they cannot agree on a mediator, NAREB shall appoint one.
- c. The mediator shall conduct the mediation process in a confidential, impartial, and structured manner.
- d. The parties shall cooperate in good faith during the mediation process and strive to reach a mutually acceptable resolution.
- e. Any resolution reached through mediation shall be documented in writing and signed by the parties involved.

5. Costs and Expenses:

- a. The costs associated with mediation, including mediator fees, shall be shared equally among the parties involved, unless otherwise agreed.
- b. Each party shall bear its own expenses, including legal fees, related to participating in the mediation process.

6. Confidentiality:

- a. All information disclosed during the mediation process shall be treated as confidential and shall not be disclosed to any third party, except as required by law or with the parties' consent.

7. Compliance:

- a. All parties involved in the mediation process shall comply with applicable laws, regulations, and ethical standards.

8. Non-Disclosure and Non-Disparagement:

- a. All parties involved in the mediation process shall refrain from making any public statements or engaging in any conduct that may disparage or harm the reputation of NAREB or any other party.

9. Training and Awareness:

- a. NAREB shall provide training and educational resources to members to raise awareness of the ADR and Mediation procedures and encourage their utilization.

10. Amendments:

- a. This policy may be amended or updated as needed. Any amendments shall be communicated to all NAREB members in a timely manner.

This policy shall be integrated consistently throughout all relevant policies and procedures of NAREB to create a cohesive framework for dispute resolution.

By accepting membership in NAREB, all members acknowledge their understanding and agreement to comply with this ADR and Mediation policy.

Signature _____ Date _____

[Printed Name] _____



NAREB Branding and Logo Policy with Intellectual Property Policies and Procedures

1. Purpose:

The purpose of this branding and logo policy is to establish guidelines for the appropriate use of the National Association of Real Estate Brokers® (NAREB)® branding elements, including the Realtist™ name, and to protect the organization intellectual property. This policy aims to ensure consistency, maintain the organization reputation, and prevent misuse or abuse of its branding and logos.

2. Ownership and Rights:

NAREB holds the exclusive ownership and rights to its branding elements, including the Realtist name, logos, trademarks, slogans, and other visual representations. These rights are protected by applicable intellectual property laws.

3. Authorized Use:

Only authorized officers, board members, members, vendors, and employees of NAREB are permitted to use the branding elements in their official capacities and in accordance with the guidelines outlined in this policy. Prior approval may be required for certain uses, such as major marketing campaigns or partnerships.

4. Logo Usage Guidelines:

a. Proportions and Scaling: The NAREB logo and Realtist name should be used in their original proportions and not distorted or stretched. They should be scaled appropriately to maintain their integrity and legibility.

b. Clear Space: A clear space around the logo and Realtist name should be maintained to ensure visibility and prevent crowding. The minimum clear space should be proportional to the size of the logo.

c. Color and Variations: The NAREB logo and Realtist name should be used in their approved colors and variations as specified in the branding guidelines. No alterations or modifications to the logo or name are allowed without explicit authorization.

d. Placement and Context: The NAREB logo and Realtist name should be placed prominently and clearly visible in all official materials, such as websites, publications, merchandise, and advertising. They should not be used in a way that implies endorsement of any product, service, or viewpoint without appropriate authorization.

5. Intellectual Property Protection:

a. Trademarks: The NAREB trademarks, including the Realtist name, logo, and slogans, should be properly registered and protected under relevant trademark laws.

b. Copyrights: Any copyrighted material associated with the NAREB branding should be protected and used with proper authorization.

c. Infringement Monitoring: NAREB should regularly monitor and take appropriate action against any unauthorized use, infringement, or abuse of its branding elements and intellectual property.

d. Enforcement: Any misuse, abuse, or unauthorized use of the NAREB branding elements, including the Realtist name, should be addressed promptly through legal remedies, including but not limited to cease and desist letters, litigation, and enforcement of intellectual property rights.

6. Agreement and Compliance: All officers, board members, members, vendors, and employees of NAREB shall sign an agreement acknowledging their understanding of an agreement to comply with this branding and logo policy. The agreement shall include a provision regarding the use of the Realtist name as intellectual property and the obligations of the signatories to protect and respect NAREB intellectual property rights.

7. Training and Communication: NAREB shall provide appropriate training and education to its officers, board members, members, vendors, and employees on the branding and logo policy, including the proper use and protection of the Realtist name. Regular communication and updates shall be provided to ensure awareness and compliance with the policy guidelines.

8. Policy Violations: Violations of the branding and logo policy, including the misuse or abuse of the Realtist name and other NAREB branding elements, may result in disciplinary actions, including but not limited to warnings, temporary suspension of privileges, termination of membership or employment, and legal consequences as deemed appropriate.

This policy, including the agreement to be signed, should be reviewed and updated periodically to align with changes in NAREB branding and intellectual property needs, as well as changes in applicable laws and regulations.

I have read and understand the above Branding and Logo policy with Intellectual Property Policies and hereby agree to its terms.

Signature

Title/Position

Date



Ceasing Usage of NAREB® Intellectual Property

[- DRAFT FOR ADMIN REVIEW -]

Policy Statement: The National Association of Real Estate Brokers, Inc® (NAREB®) recognizes the importance of respecting intellectual property rights and complying with trademark laws. As a responsible and ethical organization, the Realtist® Association acknowledges that NAREB® branding includes the following “service marks” that are the exclusive property of the National Association of Real Estate Brokers, Inc®:

- National Association of Real Estate Brokers®, Inc
- NAREB® (acronym)
- Realtist®
- Democracy in Housing®
- Premier Association of Black Real Estate Professionals®

Note: Before choosing a service mark, a search of the USPTO website should be conducted to make sure that the mark is not already in use by another entity. The raised **SM** mark SM is the service mark symbol that can be used if the mark is not registered. If the service mark is registered with the USPTO, then like a trademark, the **R inside a circle symbol** ® can be used after the mark. The USPTO Publication, Protecting Your Trademark, provides useful information for trademarks and service marks alike.

To maintain compliance with trademark regulations and uphold the integrity of NAREB®’s intellectual property, this policy establishes the procedures for ceasing the use of NAREB Intellectual Property within our organization.

Scope: This policy applies to all employees, volunteers, contractors, board members, and any other individuals associated with the National Association of Real Estate Brokers, Inc®.

Procedure:

1. Review Agreements and Legal Obligations:

- Conduct a thorough review of any existing agreements or licenses with NAREB® or any other parties related to the use of NAREB Intellectual Property.

- Understand the terms, termination provisions, and notice requirements stipulated in these agreements.

2. Formal Notice of Cessation:

- Provide written notice to all relevant stakeholders, including employees, volunteers, board members, donors, and any other individuals who may use NAREB Intellectual Property.
- Inform them of the decision to cease the use of NAREB branding and the tradenames “NAREB” and/or “Realtist” and provide clear and detailed instructions on compliance with this policy.

3. Update Marketing Materials and Online Presence:

- Remove all designated branding elements, including trademarks / logos if applicable, from all marketing materials, including signs, banners, websites, social media accounts, brochures, and advertisements.
- The designated obsolete branding and marketing assets shall be replaced with our national association’s new trademark, branding, and marketing assets exclusively as approved by the Board of Directors.

4. Discontinue Use of Service Marks (Terms) NAREB, Realtist, et. al.:

- Cease the use of the terms or any other terms related to NAREB’s branding in all communications, marketing, and public representations.

5. Update Physical Signage and Merchandise:

- Replace any physical signage, banners, displays, or merchandise that bear the NAREB branding or logo with the updated branding or logo in compliance with this policy.

6. Terminate Licensing Agreements:

- If we have licensed the NAREB® branding or logo to any third parties, review the relevant license agreements, and take steps to terminate or amend those agreements as necessary. Notify the licensees in

writing about the termination or changes to the licensing arrangement.

7. Compliance Monitoring:

- Designate a responsible individual or team to monitor the NAREB®'s activities, communications, and materials to ensure ongoing compliance with this policy.
- Promptly address any instances of unauthorized use or non-compliance with administrative or operational changes authorized by the NAREB® Board.

8. Document the Cessation Process:

- Maintain comprehensive documentation of all the steps taken to cease the use of NAREB Intellectual Property. This documentation should include written notices, updates to marketing materials, agreements, and any relevant communications related to this policy.

9. Training and Awareness:

- Conduct training sessions and awareness programs for employees, volunteers, and stakeholders to educate them about the importance of intellectual property rights, the significance of compliance with trademark laws, and commitment to respecting NAREB®'s Intellectual Property.

10. Regular Policy Review:

This policy shall be subject to periodic review to ensure its effectiveness, relevance, and compliance with any changes in trademark laws or non-profit regulations. Any necessary updates or revisions to the policy shall be implemented promptly.

11. Non-Compliance and Consequences:

Failure to comply with this policy may result in disciplinary actions, including but not limited to reprimands, termination of employment or contract, and legal consequences if there are violations of trademark laws.



NAREB MEMBERSHIP MANAGEMENT POLICY ASSESSMENT

A. NAREB® ORGANIZATION OVERVIEW BRIEF

Constitution Preamble

The National Association of Real Estate Brokers, Incorporated being a trade association of **Realtist** dedicated to the high ideals of fairness, honesty, integrity, and competence in providing services related to real estate transactions, hereby ordains and establishes this constitution . . .

Article I

The name of the organization shall be: National Association of Real Estate Brokers, Incorporated (NAREB)®. Said organization is currently incorporated under the laws of the State of Michigan. Its members are referred to as Realtists®

B. SUMMARIZED ORGANIZATION OBJECTIVES

Mission Statement Summary . . . "To empower and advocate for real estate professionals, promote homeownership within marginalized communities, and foster equitable access to housing opportunities nationwide."

Vision Statement Summary . . . "To be the leading force in transforming the real estate industry, eliminating disparities in homeownership, and promoting sustainable communities for all."

Core Values Summary . . .

1. **Equity and Inclusion:** NAREB believes in and supports equal opportunities for all individuals, irrespective of race, ethnicity, socioeconomic background, or any other characteristic. We strive to foster an inclusive environment that promotes diversity and fairness in real estate practices.
2. **Professionalism:** NAREB upholds the highest standards of professionalism, integrity, and ethics in all Realtist interactions. NAREB members commit to providing exceptional

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service to the public and promoting a culture of trust and accountability within the industry.

3. **Advocacy:** NAREB Realists and stakeholders actively advocate for policies and initiatives that advance the interests of our members and promote homeownership and community development. We strive to be the voice of real estate professionals and marginalized communities at local, state, and national levels.
4. **Education and Empowerment:** NAREB is dedicated to providing continuous education, training, and resources to our members, empowering them to excel in their professions and serve their clients effectively. As practitioners in the industry, Realists believe knowledge is the key to success in the ever-evolving real estate landscape.
5. **Collaboration:** Realist foster a collaborative environment, promoting partnerships and cooperation among industry stakeholders. We believe in the power of collective action to address challenges, drive innovation, and create positive change in the real estate industry.

C. NAREB MEMBERSHIP REQUIREMENTS OVERVIEW

NAREB Membership Criteria specified in Constitution Article III includes:

Section 1. Membership Classifications

Section 2. Voting Per Classification

Section 3. Member Boards

Section 4. State Associations

NAREB General Membership Application Process

The enrollment process for NAREB membership by individuals includes:

- 1) Local Board Members - persons who are certified by a local board as eligible for membership in NAREB; [\[C Art III Sec 1b\]](#)
- 2) Individual Broker Member – licensed broker who is certified by a local board or by individual membership approved by the Board of Directors; [\[C Art III Sec 1c\]](#)
- 3) Individual Members – an individual elected to direct membership by the Board of Directors of NAREB. The Board of Directors may elect

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individuals of any classification who are not within the territory of a local or state association; [C Art III Sec 1f]

- 4) Qualified membership in an approved NAREB local board or state association extends to membership in the National Association of Real Estate Brokers contingent upon:
 - a) “The local board shall, at the time of paying dues, certify their roster of members, including names, addresses, business phone numbers, email, and licensure status. Any additional information requested by NAREB, must be provided within thirty (30) days of receipt of the request.” [C Art III Sec 3(e)(i)]

Membership Qualification Criteria and Policy Objectives

NAREB must maintain membership qualifications and application processes that are reasonable, fair, non-discriminatory, and in compliance with Michigan law and nonprofit organization regulations. Consequently . . .

- 1) NAREB should indicate in the [NAREB Constitution and Bylaws](#) the membership eligibility criteria, application procedures, and requisite approvals for membership in the National Association.
- 2) Any membership qualifications adopted by its local boards or state associations must be consistent and in compliance with the requirements specified by NAREB and in its governance and policy documents. These qualifications shall be “ongoing requirements for NAREB® membership”, compliance with which can be basis for reconsideration of membership status.
- 3) The process for reviewing membership applications should be established in the boards’ or associations’ bylaws, and consideration of applicants’ fulfillment of membership requirements is limited to qualifications indicated in its bylaws, and as established by NAREB®.
- 4) Additional qualifying requirements for NAREB membership include but are not limited to:

- a. completion of a “new Realtist member orientation” course as a condition of membership approval or renewal;
- b. agreement to continuously abide by the constitution, bylaws, policy, and rules and regulations of the local board, state association, and the National Association of Real Estate Brokers® Inc.;
- c. agreement to continuously abide by the [NAREB Code of Professional Responsibility](#);

All association members must continue to meet the membership qualifications and required standards to maintain Realtist membership status in “good standing.”

D. BASIS FOR MEMBERSHIP DENIAL

As a 501-c(6) tax-exempt organization, there may be various reasons for denying membership or refusing an application for membership. Some common reasons include but are not limited to:

1. **Non-alignment** with the organization's mission: Trade associations have a specific mission or purpose, and NAREB seeks members who are aligned with that mission. If an individual or organization's goals, values, or activities do not align with NAREB's mission, their membership application may be denied contingent upon approval by the Board;
2. **Lack of eligibility** or qualifications: Tax-exempt trade associations have specific criteria for membership eligibility or qualifications. These criteria may include factors such as professional background, licensure, geographic location, or specific expertise. If an applicant fails to meet these criteria, their application may be refused.
3. **Conflict of interest**: Tax-exempt trade associations need to ensure that their members do not have any conflicts of interest that could compromise the organization's integrity or independence. If an applicant has a significant conflict of interest that could hinder their ability to fulfill the organization's mission impartially, their membership application may be denied.

4. **Legal or ethical issues:** Tax-exempt trade associations have a responsibility to uphold legal and ethical standards. If an applicant has a history of legal or ethical violations that reflect negatively on the organization or pose a risk to its operations or reputation, their application may be refused.
5. **Limited capacity or resources:** Tax-exempt trade associations may have limited capacity or resources to accommodate all membership requests. In such cases, they may need to prioritize certain types of members or limit the total number of members. This could result in the denial of some applications due to capacity constraints.

E. MEMBERSHIP RENEWAL REJECTION

A current or former Realtist member who no longer meets the minimum qualifying standards for membership or who is no longer committed to fulfillment of the NAREB mission and vision, may discontinue their active NAREB membership voluntarily, or NAREB may have the right and authority to withhold renewal of the individual's membership.

NAREB® organizational practices and protocol for addressing this type of situation may include but are not limited to:

1. **Review the mission and vision:** The NAREB board or relevant committee should carefully review the organization's mission and vision statements to clearly understand the goals, values, and expectations of its members.
2. **Re-Assess the member's qualifications:** Evaluate whether the member still meets the qualifications and requirements outlined by NAREB for membership. This assessment can include factors such as adherence to professional standards, ethical conduct, relevant experience, and industry-specific qualifications.
3. **Communicate concerns:** If there are concerns regarding the member's alignment with the mission and vision, communicate these concerns to the member in a clear and respectful manner. Provide specific examples or instances where their behavior or actions may not be in line with the organization's goals.

4. *Offer an opportunity to respond:* Give the member an opportunity to respond to the concerns raised. This can involve a meeting, written communication, or any other appropriate form of interaction where the member can address the issues and provide their perspective.
5. *Review the response:* Carefully consider the member's response and determine if it adequately addresses the concerns or provides a satisfactory explanation. The review should be fair, impartial, and based on the established criteria for membership.
6. *Make a decision:* Based on the assessment of the member's qualifications and their response to the concerns, the NAREB board or relevant committee should make a decision regarding the renewal of membership. This decision should align with the organization's bylaws and policies.
7. *Communicate the decision:* Inform the member of the decision regarding the renewal of their membership. Provide clear and transparent reasons for the decision and explain how it aligns with the organization's mission and vision.

It's important to note that there may be some variation in NAREB procedures and policies for membership renewal at the local, state, or national levels of the Association. Therefore, attention to this situation and reconciliation as needed is important to maintain continuity in the administration of the membership renewal functions of the organization. Consultation with the NAREB Membership Services Director and/or Regional Vice President(s) may be required for precise guidance on the renewal process and any specific requirements.

NOTE: Again, it's essential to consult with a legal professional or an attorney familiar with Michigan nonprofit law to ensure compliance with the specific regulations applicable to your organization. They can provide you with advice tailored to your situation and guide you through the appropriate legal procedures.



NAREB® Hold Harmless and Indemnification Policy

Policy Statement:

The National Association of Real Estate Brokers, Inc. (NAREB)® is committed to providing a safe and supportive environment for its board members, both during their term and after it expires. This policy aims to protect board members from personal liability and financial burden by incorporating the Hold Harmless and Indemnity clauses in compliance with applicable nonprofit regulations. Additionally, this policy will also extend to affiliates of NAREB®.

1. Hold Harmless Clause:

- 1.1. NAREB® shall indemnify and hold harmless all current and former board members against any claims, liabilities, damages, or expenses arising out of their actions or omissions in their official capacity, to the fullest extent permitted by applicable law.
- 1.2. The Hold Harmless clause shall be effective during the board member's term and continue to apply after the term expires, provided the actions or omissions occurred within the scope of their duties.

2. Indemnity Clause:

- 2.1. NAREB® shall indemnify and reimburse board members for reasonable attorney's fees, court costs, and other expenses incurred in defense or settlement of any claim, suit, or proceeding, as allowed by applicable Michigan nonprofit laws.
- 2.2. The Indemnity clause shall be subject to the board member's fulfillment of their fiduciary duties, acting in good faith, and in a manner believed to be in the best interest of NAREB®.

3. Affiliates Clause:

- 3.1. The Hold Harmless and Indemnity provisions shall extend to affiliates of NAREB® who serve on the board or hold a similar official capacity.
- 3.2. An affiliate is defined as an individual or organization recognized by NAREB®, having a formal affiliation or partnership agreement, and actively involved in the advancement of NAREB®'s mission.

4. Insurance Coverage:

- 4.1. NAREB shall maintain appropriate liability insurance coverage to protect itself and its board members against potential claims or damages arising from their official duties.
- 4.2. Insurance coverage shall be reviewed periodically to ensure it is adequate and in compliance with Michigan nonprofit regulations.

5. Indemnification Determination:

- 5.1. The determination of indemnification for a board member or affiliate shall be made by the NAREB Board of Directors, excluding any board member involved in the subject matter under consideration.
- 5.2. The Board of Directors shall act in accordance with applicable Michigan nonprofit laws and exercise reasonable discretion when deciding on the eligibility for indemnification.

6. Severability:

- 6.1. If any provision of this policy is determined to be invalid or unenforceable, the remaining provisions shall continue to be in effect and enforced to the fullest extent permitted by law.

I have read and understand the above policy and hereby agree to it term.

Signature

Title/Position

Date