

**NAME**

The name of the organization shall be the Realtors® Association of Citrus County, Inc., hereinafter referred to as the “Association”.

**MEMBERSHIP**

There shall be seven (7) classes of members as follows: Realtor®, Business Partner, Institute Affiliate Members, Honorary Members, Emeritus Members, Student Members and Lifetime Members.

Any applicant for Realtor® membership shall be required to attend and complete orientation prior to induction into the Association. Induction shall take place at regularly scheduled general membership meetings.

Any applicant for Realtor® membership shall have access to all Association services upon approval of the Board of Directors and completion of orientation and induction.

After the Association Executive approves the applicant, a NAR provisional REALTOR® membership will be granted. At that time a NRDS number will be issued to the applicant.

Failure to satisfy this requirement within 30 days of the date of application (or, alternatively, the date that provisional membership was granted) will result in denial of the membership application or termination of provisional membership. (Amended 8/2021)

Any Realtor® may be reinstated into the Association without completion of orientation if he/she has been inactive for a period of one (1) year (12 months) or less. All unpaid dues shall be current at the time of reinstatement. After being inactive for more than one (1) year, all application fees, dues and attendance of orientation will be required to be inducted into the Association as a Realtor® member.

Any Realtor® who moves his/her office shall immediately notify the Association in writing.

Individual member records and office records will match the professional license issued by the Department of Business and Professional Regulations. (Added 8/2021)

**DUES & FEES**

The application fee for membership shall be as follows:

- a. The REALTOR® application fee is \$300.00.
- b. In addition to the Association’s application fee, there shall be a \$30.00 Florida REALTORS® new member processing fee. This fee will be waived only if a member is transferring from another board/association and his/her membership in the Florida REALTORS® is paid and current or an applicant for reinstatement has paid his previous year’s dues and the current year’s dues will be paid no later than February 15.

- c. A one-time \$50 set-up fee will be assessed per new unlicensed assistant position. (Approved by BOD 5/2019).

The annual dues of members shall be as follows:

- a. The annual dues of each REALTOR® member shall be in such an amount as established annually by the Board of Directors, plus such increases as designated in Article X, Section 2, paragraph (a) of the Association Bylaws. Any increase or decrease of State or National Association dues shall automatically be reflected.

- b. The annual dues for each Business Partner shall be set by the Board of Directors.

If a Business Partner recruits 3 new Business Partners in a calendar year, the following year's dues are waived.

- c. The annual dues for each Institute Affiliate Member shall be in accordance with the National Association of REALTORS®' Constitution and Bylaws and set by the Board of Directors.

- d. A Life Member shall pay no dues.

- e. An Honorary Member shall pay no dues.

- f. A National Association of REALTORS® Emeritus Member shall pay no dues. A Florida REALTORS® Emeritus Member shall pay no local dues. (Amended by BOD 12/2019)

The Annual Dues late fee will be in the amount of \$75.00. Dues and fees are not refundable.

Any REALTOR® who changes company affiliation will notify the Association office in writing within two weeks and pay the required \$50.00 transfer fee. (Adopted 11/10/16)

No refunds will be granted for any Association function unless the member cancels 48 hours before the event, unless otherwise stipulated.

On accounts 90 or more days past due, on the 15<sup>th</sup> of the month a letter will be generated stating that if account is not paid within 30 days, account will be submitted to collection agency. If amount past due is over \$100.00, a letter will be sent via certified mail.

### **MEETINGS OF THE ASSOCIATION**

All meetings of the Association, excluding Grievance, Professional Standards, Nominating, and Awards, shall be "open" meetings, however, the presiding officer may excuse any persons not a party to the meeting at any time he/she deems necessary. This shall be referred to as "executive session".

The President, at his/her discretion, shall attend all committee meetings of the Association except Grievance and Professional Standards.

All RACC Meetings will begin on time as stated on the calendar. All General Membership Meetings will be FREE to all Active Realtors® and Primary Business Partners that are in good standing with the exception of Installation Banquet, Million \$ Producer Breakfast, Chili Cook-Off and the Business Partner Showcase.

Board of Directors: All Board of Director Meetings will begin at the scheduled time. If the President is not available to start the meeting, then the President- Elect will begin the meeting. At the beginning of each meeting the Secretary will do a roll call. If there is a Board of Director that is tardy it will be noted in the

minutes, and they will not be able to participate and vote until the next action item on the agenda. If a Board of Director cannot make the meeting, they are to notify the President and/or Association Executive of the absence. If an Officer or Director has an unexcused absent and/or tardy three times, the Executive Committee will have the discretion to remove said member.

After annual election of officers, the newly elected Board of Directors will be invited to attend the monthly Board of Directors meeting. These members will not have a voting right until their term begins.

All Committees including MLS Board of Managers: All meetings will begin on time as stated on the Calendar. If the Chair is not available, then the Vice-Chair and/or the Board of Directors Liaison will start the meeting. If a member is tardy, it will be noted in the Minutes and that party will not be able to participate in discussion and vote until the next action item on the agenda. If there is a party that cannot make the meeting or they will be tardy for the meeting, they are to contact the committee Chair and/or Association Executive, and it will be noted as excused absence or tardy. All others will be noted as unexcused. If a committee member has an unexcused absence and/or tardy three times, the President and chair will have the discretion to remove said member.

Guests who register for membership meetings prior to the catering cut-off will pay “discounted” price (cost of meal) & any guests who register after the cut-off date or (walk-in) will pay “regular” price (cost of meal + \$2.00).

**Alcohol Policy** —For events where alcohol, other than beer or wine, is served, a deputy must be present for the duration of the event. (Approved by BOD 5/2019)

## **OFFICERS AND DIRECTORS**

The Association shall have a President, President-Elect, Secretary, Treasurer, and seven directors one of which is the immediate past president. The duties of the officers and directors shall be such as their titles, by general usage, would indicate and such as may be assigned to them by the President or Board of Directors.

Each candidate applying for a position of Officer or Director must complete an application and be interviewed by the Nominating Committee.

Officers and Directors must have a single use email address. For example, no team names.

Each Officer and Director must attend Professional Standards Training.

There shall be an Association Executive (Executive Officer) employed by the Board of Directors. That person shall be the Chief Administrative Officer of the Association, responsible to the Board of Directors through the Association’s President. The Association Executive shall have full management of the staff, be responsible for the operation of the Association office, including employment and termination of other staff members. He/she shall perform duties as may be delegated to him/her by the Board of Directors or the President. The Association Executive shall perform the duties customary to such office. It shall be the particular duty of the Association Executive to keep the records of the Association and to carry on necessary correspondence with the National Association of REALTORS® and the Florida REALTORS®.

- a. The Association Executive shall serve as the Corporate Secretary.
- b. The Association Executive is a member of the Board of Directors ex-officio, without the right to vote.

## **COMMITTEES**

The Association shall have the following Standing Committees: Budget & Finance, Education, Grievance, Legislative, Leadership Academy, Membership, MLS Board of Managers, Professional Standards, and RPAC. (Amended 9/2019)

The Association shall have other committees included, but not limited to: Affordable Housing, Awards, Business Partners, Property Management, Technology and Young Professionals Network. *These committees are at the discretion of the President.*

All Committees shall be a size with duties, functions and powers as may be assigned to them by the President or the Board of Directors, except as otherwise provided in the Bylaws.

The President shall appoint, subject to confirmation by the Board of Directors, such special committees or task forces as may be deemed necessary.

If a committee has an auction event, at end of the auction the winning bidder will not receive their item(s) until fully paid (cash, credit card or check). If not paid for in full, the item will be held at the RACC building for 30 days (or until full payment is made) at which point the item(s) will go back to the next highest bidder or be held over for use at the next auction.

### **Selection and Appointment of the Grievance Committee**

There will be a standing committee, known as the Grievance Committee. The members of the committee shall be appointed by the President, subject to confirmation by the Board of Directors. The President shall annually designate the Chairperson and Vice Chairperson of the committee. The Grievance Committee will meet often enough to ensure timely review of ethics complaints and arbitration requests.

### **Selection and Appointment of the Professional Standards Committee**

There shall be a Professional Standards Committee appointed by the President, subject to confirmation by the Board of Directors. Members of the Professional Standards Committee shall be selected to serve on Hearing Panels as required to hear matters of alleged unethical conduct by Board Members or to provide arbitration as requested. The President shall annually designate the Chairperson of the committee.

## **EDUCATION**

All active Realtor® members in good standing will receive education at a cost of \$10 per C.E. hour. Certifications, Designations, 14 Hour classes and etc. will be offered to our members at discounted rate. All students will pay for the cost of books if applicable. (Effective 1/1/2015)

Non-Members will pay \$20 per CE hour

(Adopted 11/10/16)

## **BUSINESS PARTNER GUIDELINES WHEN SPONSORING A CLASS**

Business Partners must arrive at least 15-20 minutes prior to the start of class.

If the Business Partner arrives late, they must wait until the next break or the end of class to address the attendees.

Business Partners will get 2-3 minutes to address the class; please do not go over the allotted time.

You may place a company sign on the food table.

You will be provided a contact list with email addresses of all attendees the day after the class.

The Association is not responsible for cooking utensils or supplies left after the class/event.

All flyers for education or events must be approved by Association Staff prior to distributing them.

Member reservations must be made through the Association by emailing [rsvp@raccfl.com](mailto:rsvp@raccfl.com) or calling 746-7550.

## **MULTIPLE LISTING SERVICE**

This Association may, at the discretion of the Board of Directors, maintain for the use of its members a Multiple Listing Service (MLS), that shall be subject to the Bylaws of the Association and the MLS Policies and Procedures as approved by the Board of Directors.

The activity of the MLS shall be operated under the supervision of the MLS Board of Managers Committee, in accordance with the MLS Policies and Procedures subject to the approval of the Board of Directors. The President shall appoint, subject to confirmation by the Board of Directors, an MLS Board of Managers Committee and its Chairman in accordance with the MLS Policies and Procedures.

Any REALTOR® or MLS member who has had their MLS and/or Lock Box privileges suspended for non-payment of dues will be charged a \$35.00 late fee. Requests for reactivation after termination and/or inactivation of account will be charged a \$75.00 Reactivation fee. (Approved by BOD 7/2023)

A participant/subscriber who is a Florida Realtor® and holds MLS membership other than Citrus may pay a one-time listing fee of \$350.00 to have property listed in MLS. The participant nor subscriber will have any MLS access as a result of this type of listing. (Approved by BOD 5/2019)

## **LOCK BOXES and KEYS**

All Lock Box inventory is the responsibility of the Broker. If they are lost, stolen, misplaced, etc., the Broker must pay the cost of the lock box/lock boxes. Lock boxes are to be removed from listed property within 72 hours of closing. If RACC staff has to remove a lock box, a \$150.00 service fee will be charged to the listing broker. (Approved by BOD 07/2020)

### **Lock Box Key System for Business Partners**

- Only Business Partners that are Home Inspectors and Pest Control companies will have access to the Supra Lock Box system by using the E-Key only.

- The E-Key will only be used by the authorized key holder that signed the sublease.
- Background check must be completed prior to activation of E-Key.
- Cost of background check will be at the expense of the Business Partner.
- Background check must be renewed every three years.
- Business Partner Key Holder will access the Supra Lock Boxes only for home inspection and pest control inspections and treatments.
- Association must be notified within 5 days when key holder is no longer employed by the Business Partner.

### **Lock Box Key System for Administrators and/or Office Assistants**

- Administrator and/or Assistants may sub-lease a key solely for the purpose to allow said persons to remove or add lockbox to a Broker's listing.
- Broker and Administrator and/or Assistant will sign an Addendum to Key Sub-Lease license agreement.
- The Key will only be used by the authorized key holder that signed the sublease and addendum.
- Background check must be completed prior to activation of key.
- Cost of background check will be at the expense of the Broker.
- Background check must be renewed every three years.
- The Administrator and/or Assistant will be added to the Key system as an affiliate, which will require the need for a CBS code (Call Before Showing), which can be found on your SupraWeb Account, under Keybox Management.
- Association must be notified within 5 days when key holder is no longer employed by the Broker.

### **Lock Box Key System – Additional Key for Broker**

- The broker may sub-lease an additional key solely for the purpose to allow said agents that have an active Supra-Key to use in an emergency.
- Key will only be used by the authorized key holder that has signed a sublease.
- Broker's additional key must be the Active Key only.
- The Broker will be responsible and held liable for all use involved with said key.

## ASSOCIATION CREDIT CARD POLICY

RACC corporate credit cards will be distributed by the AE to the President and President-Elect. All credit cards must be surrendered at the request of the AE within seven days. Unapproved charges made by the cardholder are the responsibility of the individual and RACC must be reimbursed. Failure to pay said charges will be brought to the attention of the Board of Directors who will determine what action shall be taken. (Approved by BOD 9/2019)

## STATE ASSOCIATION DIRECTORS

The President and President-elect shall fill the first two (2) Florida REALTORS® Director positions available. If more than two (2) Directors are allocated by Florida REALTORS®, the next position will be filled with the immediate Past-President. In the event any of these individuals choose not to accept the Florida REALTORS® Director appointment, the Board of Directors will fill the position(s). In the event a substitute is necessary because of an unexpected absence for a meeting, the President will appoint a substitute for the applicable meeting. Immediate Past President, or other appointed person, acting as a Florida REALTORS® Director on behalf of RACC, shall attend meetings at Florida Realtors Mid-Winter meeting, Florida Realtors Annual Convention & Trade show and District VII Conference. Association shall pay the expenses directly associated with these conventions & seminars including registration, transportation (parking, tolls, and valet parking), taxi, personal auto mileage reimbursement (IRS allowable rates), and lodging. Meals – maximum daily allowance \$100.00 including gratuity. (Added 8/2021)

## CONVENTION/TRAVEL POLICY

The Association shall reimburse members and employees for expenses incurred on behalf of the Association in accordance with the following policy.

Florida REALTOR Meetings will consist of Mid-Winter (Jan); Great American REALTOR Days (Legislative Session TBD); CEO Meeting (summer TBD); District VII Conference (TBD); Annual Convention & Trade Show (August); and CEO Symposium.

National Association Meetings will consist of Mid-Year Legislative Meetings (May); Leadership Summit (August); NAR Annual Governance Meetings, Convention & Trade Expo (November)

### I. President, President-Elect & Association Executive:

Association shall pay the expenses directly associated with these conventions & seminars including registration, transportation (parking, tolls, and valet parking), taxi, personal auto mileage reimbursement (IRS allowable rates), and lodging. Meals – maximum daily allowance \$100.00 including gratuity. In addition, only the President and/or AE at their discretion has the authority to spend up to \$75.00 per person towards meals and entertainment per convention, excluding GARD. There shall be a one alcoholic drink per person maximum covered in the meal. (Amended by BOD 7/2023)

- a. President: The President shall attend all NAR (except Leadership Summit) and Florida REALTORS Meetings (except CEO Symposium) and any other official meeting of the National or State Associations that the Board of Directors may from time to time approve.
- b. President-Elect: The President-Elect shall attend all NAR Meetings, including the NAR Leadership Summit; all Florida REALTORS Meetings including the CEO Symposium, and any other official meeting of the National or State Associations that the Board of Directors may from time to time approve.

- c. Association Executive: The Association Executive shall attend all NAR Meetings, including the AE Institute (March or April); NAR Leadership Summit; all Florida REALTORS Meetings including the CEO Symposium, the MLS User Group Meeting and any other official meetings of the National or State Associations that the Board of Directors may from time to time approve.

## II. Treasurer, Secretary, Board of Directors

- a) The Association will reimburse Treasurer, Secretary and Board of Directors who serve on a State Committee or Sub-Committee and attend the Florida REALTORS® Annual Convention and the Florida REALTORS® Mid-Winter Meeting for registration, tolls and mileage at the current IRS rate.
- b) Lodging will be reimbursed a per diem rate of current convention rate. All other expenses will not be reimbursed. Overnight lodging will be reimbursed for appointed committee meetings on consecutive days. As a matter of personal convenience, the Association will pay for lodging cost if travel time exceeds 3 hours one way or commercial travel will not accommodate a 9 a.m. meeting. Lodging and/or other expenses prior to, during and after business meetings with guests or family members will be the total responsibility of the member

## III. RPAC, MLS and Legislative Chair and/or Vice Chair:

The Association will reimburse you for registration, tolls and mileage at the current IRS rate. Lodging will be reimbursed a per diem rate of convention rate up to (3) nights or as required. All other expenses will not be reimbursed. Overnight lodging is not paid when the meeting starts at or after 10:00 a.m. and adjourns by 4 p.m. As a matter of personal convenience, the Association will pay for lodging cost if travel time exceeds 3 hours one way or commercial travel will not accommodate a 10:00 a.m. meeting. Lodging and/or other expenses prior to, during and after business meetings with guests or family members will be the total responsibility of the member.

- a) The RPAC Chairperson may attend the Florida REALTORS RPAC Training Seminar, Florida REALTORS Legislative Days and the Florida REALTORS RPAC Committee meetings (the Florida REALTORS Mid-Winter Meeting and the Florida REALTORS Annual Convention and Trade Show).
- b) The MLS Board of Managers Chair may attend the Florida REALTORS Mid-Winter, the MLS User Group Meeting and the Florida REALTORS Annual Convention & Trade Show
- c) State Committee & Sub-Committee members shall attend the Florida REALTORS Mid-Winter Meeting and the Florida REALTORS Annual Convention & Trade Show.
  - a. RACC may not fund participation for a member who is on a Florida Realtors® Committee or Sub-Committee that does not benefit RACC by being on the corresponding local committee.
- d) Legislative Committee Chair or Vice Chair may attend the Florida REALTORS Legislative Days, Florida REALTORS Mid-Winter Meeting and the Florida REALTORS Annual Convention and Trade Show.
- e) Education Chair and/or Vice Chair may attend the Florida REALTORS® Education Workshop and committee meetings at Florida REALTORS® Mid-Winter and the Florida REALTORS® Annual Convention & Trade Show.

IV. Any member who is appointed to a National Association of REALTORS® Committee and/or Sub-Committee:

The Association will reimburse you for registration. Lodging may be reimbursed a per diem rate of convention rate up to (2) nights or as required. All other expenses will not be reimbursed. Lodging and/or other expenses prior to, during and after business meetings with guests or family members will be the total responsibility of the member.

V. Treasurer, Secretary, Board of Directors, Chairpersons, Committee and Sub-Committee members will be required to complete a written report within 7 days following each event in regards to each committee meeting attended to receive reimbursement.

- a. Association will not register or make lodging reservations for any member except the President, President-Elect and AE.
- b. Association shall reimburse registration, lodging, tolls and mileage upon delivery of receipts and written communication report to the Association Executive within (7) days following each event. If receipts are not received, then the person who charged will have to pay the bill as an individual

**NOTE: Any exceptions can be approved by the Board of Directors.**

**NOTE: Convention and Travel policies to be acknowledged annually by President, President-Elect, Immediate Past President and any Officer, Director or member that may be entitled to reimbursement.**

**(Amended by BOD 7/2023)**

### **FINANCIAL POLICY**

All monies received by the Association shall be deposited to the credit of the Association in a financial institution or institutions selected by the Board of Directors. All such deposits shall be placed in insured accounts.

A review of all the Association accounts shall be conducted at least once each calendar year. The review shall be performed by a CPA. The ensuing review shall be evaluated by a committee appointed by the President and approved by the Board of Directors.

Any member has the right to review the budget and financial statements in the Association office. The review must be made in the presence of the President, President-Elect, Treasurer and/or Association Executive. An appointment must be made prior to the review.

### **PROFESSIONAL STANDARDS**

The responsibility of the Association and its Members relating to the enforcement of the Code of Ethics, the disciplining of Members, and the arbitration of disputes, the organization and procedures incident thereto, shall be governed by the Code of Ethics and Arbitration Manual of the National Association of Realtors®, as amended from time to time.

It shall be the duty and responsibility of every Realtor® member of this Association to abide by the Constitution and Bylaws and the Rules and Regulations of the Association, the Constitution and Bylaws of the State Association, the Constitution and Bylaws of the National Association of Realtors®, and to abide by the Code of Ethics of the National Association of Realtors®, including the duty to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the Code of Ethics, and as further defined and in accordance

with the procedures set forth in the Code of Ethics and Arbitration Manual of the Association as from time to time amended.

There shall be a \$ 500.00 filing fee for Arbitration Requests. There shall be a \$250.00 filing fee for Ethics Appeal to the Board of Directors. There shall be a \$200.00 administrative processing fee to a respondent found in violation of an Article of the Code of Ethics. (Adopted 11/5/15).

### **Ombudsman Program**

The REALTORS® Association has adopted the Ombudsman Program effective December 31, 2015.

## **OMBUDSMAN PROCEDURES**

The purpose of the Ombudsman Procedures is to provide enhanced communications and initial problem solving to callers concerning REALTORS® and real estate related transactions.

The Ombudsman may answer, or seek the answer to, calls concerning transactional, technical, procedural or practical issues with respect to REALTORS® or real estate transactions.

If asked, the Ombudsman may answer questions about ethical matters. The Ombudsman may not make a determination of a violation of the Code of Ethics. Only the Grievance Committee may make this determination. Arbitration questions are generally limited to explaining procuring cause or MLS rules regarding compensation.

If asked, the Ombudsman may contact the named REALTOR® or the manager/DR and alert them to the question or problem and suggest they contact the consumer or other REALTOR®.

If not asked specifically, but the Ombudsman feels that communication could resolve the question or complaint, the Ombudsman may offer the name of the REALTOR® or manager/DR so that the caller may make contact or offer to contact the REALTOR® or manager/DR on behalf of the caller as above. The Ombudsman is not a mediator and only acts to promote connection between the parties.

The Ombudsman may suggest a face-to-face meeting of the parties and may offer the facilities of RACC for that purpose. However, the Ombudsman may not serve as a mediator.

The Ombudsman must avoid steering complainants away from a formal hearing if one is requested. Accordingly, all written complaint forms received must be forwarded to the Grievance Committee and all written or verbal requests specifically for complaint forms will be responded to with a package of forms with no further intervention from the Ombudsman.

To ensure that all parties are notified indiscriminately of their rights to file a complaint, all calls which result in the Ombudsman taking further action beyond the initial phone conversation will require the name, address and telephone number of the caller/complainant. The Ombudsman will then, in addition to making the requested contact or action, forward a package of complaint forms with a cover letter explaining the options of the caller/complainant to file an ethics complaint or contact the Florida Real Estate Commission. The Ombudsman shall explain these options on the phone as well.

The Ombudsman should make every effort to determine if complaint forms are needed regardless of any request from the caller to take action.

Once a complaint is filed or the complainant/caller indicates positively that they wish to file a complaint, the ombudsman process must stop and the necessary forms shall be forwarded to the complainant.

The Ombudsman shall make every effort to be sensitive to the timely filing of complaints. If the Ombudsman is asked to take action or suggest action on the caller's behalf yet feels that this may result in the caller/complainant losing their rights with respect to timely filing, the Ombudsman process shall cease and appropriate complaint forms shall be sent to the complainant.

All complaints, which indicate a violation of the public trust, will immediately be referred to the Grievance Committee.

The contact between any Complainant and Respondent and the Ombudsman shall be confidential at all times, specifically with respect to an eventual ethics hearing. The Ombudsman shall avoid comment or assistance that could be construed as agreement or confirmation of one party's position over another.

Approved by BOD 01/07/2016

## **OMBUDSMAN PROCESS**

1. During the term of service, each Ombudsman serves on a rotating basis.
2. The Ombudsman on call will receive an email with the Ombudsman Log.
  - a. NOTE: The Professional Standards Secretary ("the Secretary") will complete the administrative portion of the log prior to emailing to the Ombudsman. The administrative portion of the log contains the name of the Complainant, the Complainant's relationship to the transaction, mailing address, email address, phone and fax numbers, name of potential Respondent, Respondents Broker, Respondent & Respondents Broker mailing address, email address, phone and fax numbers.
3. The Ombudsman shall acknowledge receipt of the log to the Secretary by email.
4. The Ombudsman should call the Complainant within 48 hours of receipt of the log. Two (2) to Three (3) attempts to reach the parties shall be made prior to closing the file.
5. A good script to us is as follows:
  - a. "Hello, my name is \_\_\_\_\_; I am an Ombudsman for the REALTORS® Association of Citrus County, Inc. As an Ombudsman, I cannot make a decision in your case, but I can provide you with some assistance.

I understand that you have concerns regarding one of our members. If you would like to share your concerns with me, I might be able to suggest some possible avenues or options you may pursue to reach a resolution for your situation."

6. The Ombudsman can modify the script to work best with his or her own personality.
7. If some resolution is agreed to, the Ombudsman should call the Complainant back within one week of final call to make sure that the matter was resolved.
8. The Ombudsman should email the completed Ombudsman Log to the Secretary within 48 hours of closing the file.
9. After all materials related to this matter are emailed to the Secretary, Ombudsman shall shred these materials or return them to the Secretary for proper disposal.

Approved by B.O.D. on 01/07/2016

### **OMBUDSMAN PROGRAM OUTLINE**

- I. The Ombudsman Program at the REALTORS® Association of Citrus County, Inc. (RACC) was adopted December, 2015.
- II. Characteristics and duties of the Ombudsman, as it relates to RACC.
  - a. Ombudsman will serve on an annually coterminous with that year's Professional Standards Committee. Cases will be assigned on a rotating basis.
    - i. An Ombudsman should check his/her e-mail several times a day during the service time for receipt of new requests.
  - b. An Ombudsman
    - i. Keeps all information confidential.
    - ii. Provides service for the participants.
    - iii. Is an active, experienced REALTOR®
    - iv. Should be an active RACC member for a minimum of 3 years.
    - v. Must be impartial – cannot take sides or determine who is right or wrong.
  - c. The Ombudsman
    - i. Listens to the complainant's concerns.
    - ii. Ascertains complainant's desired outcome (revocation of license, sanctions, apology, money, etc.)
    - iii. Explains possible avenues that might resolve the issue or reach the desired outcome.
    - iv. Answers general questions and/or procedural questions.
    - v. Contacts the potential respondent to explain the complainant's concerns and desired outcome.
    - vi. Tries to bring resolution.
    - vii. Reports back to the complainant.
    - viii. Explains the complainant's rights after the completion of the Ombudsman process.
  - d. If the Ombudsman process is unsuccessful, the complainant has several options.
    - i. The complainant may file a formal complaint with RACC.
    - ii. The complainant may obtain legal advice.

- iii. The complainant may file a formal complaint with Florida’s Department of Business and Professional Regulation – Division of Real Estate.
- iv. The complainant may be offered mediation after a Request and Agreement to Arbitrate is filed and forwarded to the Professional Standards Committee for a hearing.
- v. The complainant may seek outside mediation services.
- e. The Ombudsman service works in conjunction with our REALTOR® Professional Standards process.
  - i. Once the Ombudsman service begins, the 180-day filing deadline is suspended until the Ombudsman service has concluded.
  - ii. If the Board’s Ombudsman process is initiated by the Complainant with respect to conduct that becomes the subject of a subsequent complaint, the 180-day filing deadline shall be suspended beginning with the date of the request for the Ombudsman service and shall resume when the service has concluded.
- f. The Ombudsman’s responsibilities to RACC.
  - i. Attempt to call the complainant within 48 hours.
  - ii. After two or three attempts to call the complainants and no response is forthcoming, discontinue the call.
  - iii. Notify RACC’s Professional Standards Secretary (“Secretary”) immediately if complainant cannot be reached.
  - iv. Email completed Ombudsman Log to the Secretary within 48 hours of closing the file.
  - v. After all materials related to this matter are emailed to the Secretary, shred these materials.

Approved by B.O.D. on 1/7/2016

## **E-20 Optional Waiver of Right to Hearing**

If the Grievance Committee concludes that the complaint alleges conduct which, if taken as true, could support a possible violation of the Code of Ethics, then staff or counsel, or in the absence of staff or counsel, the Grievance Committee Chairperson will ascertain whether or not there were any prior violations of the Code of Ethics in the past three (3) years. The complaint will then be sent to the respondent together with a response form (Form #E-20, Notice to Respondent [Ethics] and Optional Waiver of Right to Hearing), which will advise the respondent of the complaint; which will ask the respondent to affirm that the respondent has not been found in violation of the Code of Ethics by any Board within the past three (3) years; which will give the respondent an opportunity to waive the right to a hearing by acknowledging the conduct alleged in the complaint and by agreeing to accept discipline which will not exceed a fine in excess of \$5,000 or suspension for a period of thirty (30) days should a violation of the Code ultimately be determined. Any response provided cannot contest the facts stated in the complaint but may offer information in mitigation of any discipline that might be imposed.

## **Circumstances under which arbitration is contingent upon the REALTORS voluntary Participation\***

(a) REALTORS® and REALTOR-ASSOCIATE®s who are or were affiliated with the same firm shall have the right to invoke the arbitration facilities of the Board, provided each party voluntarily agrees to the arbitration in writing and the Board finds the matter properly subject to arbitration. This privilege as stated applies to disputes

arising when the parties are or were affiliated with the same firm, irrespective of the time request is made for such arbitration.

(b) A REALTOR® principal may invoke the arbitration facilities of the Board in a dispute arising out of the real estate business with a nonmember broker, provided each party agrees in writing to the arbitration and provided the Board finds the matter properly subject to arbitration. However, it shall be optional with the member as to whether he will submit to a claim to arbitration by a nonmember broker who is not an MLS Participant. A nonmember broker who is not an MLS Participant or nonmember salesperson shall not be entitled to invoke the arbitration facilities of the Board of REALTORS®.

Business disputes between a REALTOR® principal and a customer of the REALTOR® principal may be arbitrated by the Board if a written contractual relationship has been created by a REALTOR® principal between a customer and a client and provided all parties to the dispute (i.e., the customer and the REALTOR®) agree in writing to arbitrate the dispute.

### **Arbitration Filing Deposits**

All filing deposits will be refunded if disputes are resolved through mediation.

### **Use of panels in place of the Board of Directors**

Any matter brought before the Board of Directors may be considered by a panel of Directors appointed by the President for that purpose, five (5) Directors shall constitute such a panel, which shall act on behalf of the Board of Directors. The decision of the panel shall be final and binding and shall not be subject to further review by the Board of Directors.

## **Merger Procedures**

At some point it may become advantageous for the R.A.C.C. to consider a merger with another association of Realtors. It is the goal of this policy to set guidelines and directives for such a merger.

### **I. Protocol**

At such time a possible merger is introduced to the R.A.C.C., the Board of Directors will decide if further investigation is warranted. If so, a research committee will be formulated to conduct the due diligence necessary to present a recommendation to the Board. The committee will consist of at least 6 Realtor members including the Board President and at least 1 director. The committee will choose the Chairperson which may or may not be the Board President. The other 4 members will include representatives from 4 different member companies chosen by the Board of Directors. All efforts will be made to present an impartial and balanced committee.

The committee will follow NAR guidelines to help define the goals and benefits of a merger.

Examples Are:

- Reduce Member Cost
- Increase Educational Opportunities
- Hire In-house legal counsel, technology support, etc.

- Increase staff
- Enhance Services
- Increase Leadership Pool
- Increased Political clout

The committee will meet with representatives of the proposed merging association to determine what issues are relevant and if the merger is worth pursuing. If the meeting(s) is favorable, the committee will define an issues / task outline to focus on not only completing the merger but accomplishing the goals and benefits defined. Examples are:

- MLS Service for the surviving board
- Leadership structure of the surviving board
- Physical location of surviving board
- Meeting logistics
- Staffing of the surviving board
- Funding the surviving board
- Disposition of physical assets
- New Association name

Barring any relevant obstacles, the committee will then make a recommendation to the Board.

## **II. Voting**

Upon receipt of the recommendation, the Board of Directors will vote on whether to move forward with the next phase of the merger. If approved all items outlined by the committee (issues & task) along with any discovered by the Board during this process will be addressed to the satisfaction of the Board.

If the Board and the committee are successful in completing the issues & task outlined, a second vote will be taken by the Board for a recommendation of the merger to the membership. If approved, a vote will be taken by the membership either in person or digitally. The vote shall take place at least 30 days after the motion is put before the membership. A quorum consisting of at least 60% of the membership will be required for the vote to be deemed valid. A super majority (60%) of those voting will be necessary to carry the motion. (Approved by BOD August, 2019)

## **LEASE OF FACILITY**

The association can waive lease (rental) fees for any non-profit per the discretion of the Association Executive.  
(Amended by BOD 5/2019)

Any Broker member requesting the facility during normal business hours may use the facility at no cost. Broker must be using facility only for their agents' education or office functions.

## **SOLICITATION/RECRUITMENT OF MEMBERS**

Recruiting for employment opportunities for any firm is prohibited on Association property or at any location where the Association is the said sponsor of the event.

## **CHANGES TO THIS DOCUMENT**

Any policy or procedure may be changed with a majority vote of the Board of Directors. An official record of this manual shall be kept at the Association office. The Association shall provide an annual updated manual to each member office of the Association every January. Any approved changes shall be distributed to the general membership via email.

Amended by the Board of Directors 12/2016