

Chapter 1 BOARD and OFFICERS

1.1 THE BOARD OF DIRECTORS

- 1.11 **RESPONSIBILITIES:** The Board shall exercise all the responsibilities of the bylaws. All general policies enacted by the Board shall be considered Standing Rules. Board responsibilities shall specifically include;

- A) Planning the development of the ICC
- B) Considering any other concerns or operational difficulties that may arise.
- C) Submission of a report of its activities, plans, and general concerns in the annual report.
- D) Holding title to all real and chattel property of the Corporation and member houses. The proceeds from the sale of any property because it was deemed that rehabilitation was not feasible shall go into the Development Fund for the expressed purpose of buying a new property.
- E) Payment of all mortgages, land contracts taxes and insurance on the properties of the corporation.

1.12 POWERS AND LIMITATIONS:

- 1.121 The powers of the board are as delegated to it by the members through the bylaws. They include:

- A) Conducting research, including surveying the membership regarding issues before the Board and/or surveying membership satisfaction;
- B) Reviewing bylaws and Standing Rules to bring procedure in line with practice;
- C) Restructuring proposals to make the organization more effective; and
- D) Studying student co-ops on other campuses to incorporate new organizational procedures and services within the ICC.
- E) To approve a yearly budget for the next fiscal year and supervise the administration of the budget, ensuring that no more than 10% of any budget line item less than \$5,000 and no more than 5% over any budget line items greater or equal to \$5,000 is spent without board's approval. Individual committee budgets shall be treated as one line item. (32/92)

- 1.122 The Board is limited in the exercise of its powers as follows: (10/92)

- A) It shall enact no policy which wrongfully disadvantages any group based on race, sex, religion, political belief, sexual orientation, national origin, economic status, age, veteran status or physical or mental disability; and
- B) It shall enact no policy contrary to the bylaws, articles of incorporation or relevant legal statutes.

- 1.13 **THEMING, NAMING, AND RENAMING OF HOUSES:** The board interprets bylaw 3.2 as giving the board the power to theme, name, and/or Rename a house.

- A) A house can be themed by the Board when:
 - 1. The house is newly purchased;
 - 2. It is requested by the membership of the house;
 - 3. Initiated by the board or a committee and there is consent of the house.
- B) A house can be named when:
 - 1. The house is first purchased.
- C) A house can be renamed when:
 - 1. It is requested by the membership of the house;
 - 2. Initiated by the board or a committee and there is consent of the house.

- 1.14 **EMERGENCY OPERATIONS CLAUSE:** if a house is under EHOT, and re-naming or re-theming is being discussed, the following procedure must be followed:

- A) An Ad hoc board committee shall be formed with no less than 3 board members and 2 non-board members of the house being discussed. These house members shall be nominated and elected by the house and approved by EHOT. The Ad hoc committee shall not exceed 6 people total.
- B) The purpose of this Ad hoc committee shall be to work along side EHOT and the house to research history and current issues to provide the Board with a balanced perspective and recommendation. Information collected by this Ad hoc committee should also pertain to any legal restrictions the Board may have within any particular situation.
- C) At the enactment of this Ad hoc committee, the Board shall set a deadline for the committee to be prepared to present their recommendation. This deadline should keep in mind contract dates and signing times.
- D) The Ad hoc committee shall report regularly to the Board to report progress and provide information.

1.15 **PLANNING (4/04)**

- 1.151 The Coordinating Committee shall create an updated Long Range Plan each year during the spring/summer. The plan will cover 3-5 years into the future. The plan will include the following elements: vision, mission, goals for each area of operations (i.e., Education, Membership, Maintenance, etc.), and explanatory notes.
- 1.152 The Coordinating Committee will present the updated Long Range Plan to the Board of Directors in September of each year. The Board will approve the plan no later than October 31 of each year.
- 1.153 The Coordinating Committee will lead the Board of Directors in creating an Annual Plan for the upcoming year by June 30 of each year. The plan will consist of goals and objectives for each area (i.e., Education, Membership, Maintenance, etc.). This plan will be reviewed and, if needed, revised in September/October of each year. Progress on plans will be evaluated in January of each year, and in creating the following year's plan.
- 1.154 Staff input will be solicited throughout the planning process.

- 1.16 **BOARD MANUAL:** All resolutions of the Board of Directors on Goals for the ICC, Roles and Responsibilities of the Board of Directors, Specifics of Process of the Board, Yearly Board Reports of the Board, Staff Goals of the ICC, and staff duties shall be incorporated in a Board Manual **to be kept up-to-date by the General Manager.**

1.17 **BOARD MEETINGS:**

- 1.171 **Frequency:** Board meetings shall be held approximately every two weeks during the Fall/Winter and not less than every 3 weeks during the Spring/Summer. The date and place of meeting shall be selected as deemed appropriate by the President within these regulations and the directives of the Board.
- 1.172 **Process:** The board shall operate under a system of Kwunsensus (see 1.4 below). The Coordinating Committee will screen ideas for changes in the model. (see also bylaw 3.8) (45/91)
- 1.173 **Quorum:** A majority of voting members shall constitute quorum. Quorum must be called before calling for consensus.
- 1.174 **Advance Notice:** All matters to be voted on by the Board shall be presented in writing to each member at least 24 hours before the voting will occur to allow sufficient time for intelligent discussion. The Board must consent to hear any matter which has not met the 24 hour notice.
- 1.175 **Committee Reports:** In order for the Board to keep tabs on ICC Committee progress, committee chairs are requested to submit a monthly report of their activities and goals to

the Board (not necessarily typed, but written neatly). All committee reports to the Board shall be submitted in writing in time to be distributed with the agendas of the meeting at which the committee report is to be presented.

- 1.176 **Minutes:** The Board minutes shall:
- A) Record a summary of discussion, all calls to reconciliation, votes on reconsideration and strong concerns.
 - B) Record all Board members in attendance and all Board members absent.
 - C) Be posted in each House and the ICC office in the following Board packet.
- 1.177 **Attendance:** The Board minutes shall record all Board members in attendance and all Board members absent.
- 1.178 **Posting Minutes:** The minutes of the Board meeting shall be posted in each House and the ICC office within five days after the date of the meeting.
- 1.179 **Bylaw Interpretation:** For the purposes of interpreting Bylaw 3.114, the board shall consider O'Keeffe, Renaissance and Escher houses to be separate co-ops, all of which shall operate year-round. (52/91) (55/95) (33/96)
- 1.180 **Requirements for voting Board of Directors members:** The Board interprets bylaw 3.113 to mean that a Board representative cannot vote at a Board meeting unless s/he boards or resides in an ICC-Ann Arbor co-op on the day of that Board meeting. (38-94)
- 1.181 **Board Attendance:**
- A) The Board interprets bylaw 3.112 to mean that a co-op representative shall be required to have attended one of the previous two meetings, in its entirety (this shall be considered to include any agenda item which requires a decision to be made by the board) in order to be a voting member of the board. (1/96)
 - B) If a board member cannot attend a Board meeting, they must:
 - 1. Inform the ICC President at least 24 hours in advance AND
 - 2. Make a good faith efforts to send a representative from his/her house
 - 3. If a representative cannot be found, or fails to show up at the meeting, then the Board member must meet with a member of Coco within a week of the missed meeting to discuss the happenings of the Boards
 - C) Fines:
 - 1. If the Board member does not contact the ICC President 24 hours in advance, then they shall be fined \$5.00 for every hour of Board meeting missed.
 - 2. If it is the case that no representative from the house attends the board meeting, and no attempt has been made to meet with a member of Coco, then a fine of \$20.00 shall be assessed to the house. The work manager and /or treasurer of the house will be contacted, in case the house sees fit to direct the fine toward any particular house member.
- 1.182 **Last meeting:** No proposal of the last meeting of the Fall/Winter term shall be called to reconciliation unless it will be immediately reconciled. Instead, the proposal shall be called to be tabled by the voting board members and brought back to the first meeting of the Spring/Summer term.

- 1.2 **ICC OFFICIAL POSITIONS:** The ICC President, Treasurer, Vice-Presidents, Ombudsperson and Recording Secretary shall receive full time off their respective house work schedules. Other ICC officers, committee and sub-committee chairs, and members of ICC committees may receive such time off their house work schedules as is deemed appropriate by the Coordinating Committee. The descriptions of officers are the duties that must be performed by the Coordinating Committee. These duties may either be carried out by utilizing the following outline developed by the co-op over the past or it may choose to

create new descriptions for officers so as to utilize the skills of the individual members in a more efficient manner. All the duties mentioned below must be accounted for. (11/87)(63/97)

- 1.20 **COMMITTEE ACCOUNTABILITY:** All ICC committee and sub-committee chairs shall issue on a monthly basis the first of every month) a written account of hours worked by each member of their committee. This account shall include hours spent in meetings as well as hours spent on tasks designated by the committee or sub-committee chair. The Coordinating Committee shall be responsible for combining the accounts of each committee and sub-committee. It shall also be responsible for their distribution to all House Presidents and Work Managers. In addition, at least one copy shall be provided to each House to be posted in a conspicuous location. (60/95)
- 1.21 **ICC PRESIDENT:**
- A) Is the Chief Executive Officer and should bring to the attention of the Board all matters requiring attention (see bylaw 4.2).
 - B) Shall be responsible for calling meetings of the Board of Directors in accordance with these regulations and the directives of the Board (see bylaw 4.2).
 - C) Shall write an agenda for each regular meeting at least three days prior to the date of the meeting and forward it to the Recording Secretary (bylaw 5.9).
 - D) Chairs the Coordinating (Executive) Committee (See bylaw 5.9).
 - E) Shall, after advice from the Board, cast the ballots of the ICC in all NASCO Board elections.(1/86)
 - F) Shall act as liaison to staff and oversee evaluation of the General Manager and staff functions. (11/87)
- 1.22 **RECORDING SECRETARY:** shall
- A) Distribute copies of the agenda for each Board meeting to all Board members and houses at least two days prior to the date of the meeting.
 - B) Distribute copies of the minutes for each Board meeting to all Board members and houses within five days after the date of the meeting.
 - C) Bring a copy of the Articles of Incorporation, the bylaws and the Standing Rules to all meetings of the Board.
 - D) Write synopses of minutes for the Cooperator.
- 1.23 **VICE-PRESIDENT FOR DEVELOPMENT:** shall
- A) Chair the Development Committee,
 - B) Sit on the Coordinating Committee,
 - C) Make regular reports to the Board
- 1.24 **GENERAL MANAGER:**
- A) Administers the affairs of the corporation according to adopted procedures and as instructed by the Board (see bylaw 4.6).
 - B) Advises the Board, particularly of its legal responsibilities
 - C) Is responsible for all legal transactions in conjunction with the President.
 - D) Advises either formally or informally all committees, and Board meetings and shall in no case make or second motions, vote, act as a chair, or call meetings.
 - E) Trains and supervises all other staff.
 - F) Responsible for ensuring the student nature of the ICC and the ICC's adherence to the Rochdale Principles as stated in the Preamble to the bylaws, particularly the ICC's political and religious neutrality.
 - G) Perform all duties as specified in chapter 11
- 1.25 **VICE-PRESIDENT FOR MEMBERSHIP/RECRUITMENT:** shall
- A) Call regular meetings of the membership committee, and prepare agenda with input from the committee members and General Manager.
 - B) Chair the meetings, voting only to break ties.
 - C) Shall sit on the Coordinating Committee
 - D) Make regular reports to the BOD on membership and recruitment issues.
 - E) When necessary, assist with routine office duties pertaining to membership and recruitment.

- F) Seek volunteers for membership and recruitment activities.
- G) Serve as a non-voting member of the Board of Directors with full responsibilities.
- H) Receive full work credit.

1.26 VICE-PRESIDENT FOR EDUCATION:

- A) Shall chair the Education Committee,
- B) Shall sit on the Coordinating Committee
- C) Shall make regular reports to the Board
- D) Appoint the Cooperator editorial board and the Coop Reporter compiler with the Coordinating Committee's consent. (27/94)

1.27 TREASURER:

- A) Shall chair the Finance Committee,
- B) Shall sit on the Coordinating Committee
- C) Shall make regular reports to the Board, and
- D) Prepare reports on long range finances;
- E) Administer the budget and check on spending levels;
- F) Work with other ICC committees as necessary to help them make informed decisions.
- G) Assist the Director of Financial Services in training of house treasurers;
- H) Be responsible with the Finance Committee for establishing and maintaining standard ICC bookkeeping procedures.

1.28 VICE PRESIDENT FOR MAINTENANCE: shall

- A) Chair the Maintenance Committee; sit on the Coordinating Committee and attend board meetings;
- B) Make reports to the board and membership and
- C) Work with Maintenance staff to: develop the maintenance budget, develop and institutionalize preventative maintenance programs, train maintenance managers, revise policy and respond to member concerns.
(89/99)(22/99)

1.29 VICE PRESIDENT DIVERSITY: (76/06)

- A) Shall be appointed by the President with the Board's consent
- B) Shall chair the Diversity Committee
- C) Shall sit on and be responsible for the activities of the Diversity Committee
- D) Shall attend Board meetings and Coordinating Committee meetings.
- E) Shall receive full work credit

1.2B ICC OMBUDSPERSON: shall (63/97)

- A) Post notices in each house at the beginning of his/her appointment detailing the purpose of the Ombudsperson, and how he/she can be contacted, including weekly office hours, phone number and email address.
- B) Acquire and maintain an extensive knowledge of the Standing Rules and the operations of the ICC.
- C) Receive members, listen to their concerns, gather relevant information, and explain the relevant aspects of the ICC and options for pursuing resolution to the problem.
- D) If necessary or desired, provide the concerned member with assistance while he/she is pursuing resolution.
- E) Make a final contact with the member to find out whether a solution was found, and what the solution was, and make a report to Coordinating Committee in a way which does not compromise the confidentiality of the individual(s), house(s) or describe a specific incident(s), which might lead to the breach of this confidence. (9/98)
- F) Be appointed by nomination of the President and approval of the Board.
- G) Shall consider to the Standards of Practice and Code of Ethics as written down by the Ombudsman Association. (9/98)

1.2C Other Board Level Committee Chairs:

- A) Shall chair the committee(s) assigned to them,

- B) Shall sit on the Coordinating Committee,
- C) Shall make regular reports to the Board, and
- D) Perform all duties as specified by the Standing Rules

- 1.2D **RESPONSIBILITY IN THE CASE OF ABSENCE OR INABILITY TO SERVE:** If the President is unable to fulfill his/her duties due to resignation, accident, illness, absence from Ann Arbor, death or other reason, an officer shall temporarily assume the duties of the presidency until the president is again able to perform his or her duties or a new president is elected in a special election as provided for in the bylaws. The officers shall assume these duties in the following order of succession: (52*59/97)

- VP Membership
- Treasurer
- VP Education
- VP Development
- VP Maintenance
- VP Diversity Awareness

Officer positions shall automatically be deleted from this list if they are unfilled or no longer exist, and new officer positions shall be added to the bottom of the list in the order that they are created.

- 1.2E **ABSENCE OF THE PRESIDENT:** For the purposes of interpreting Bylaw 5.8 (temporary President for Spring/Summer term), the temporary ICC President shall serve only until the elected President has returned to Ann Arbor, is ready, and is living or boarding in an ICC house. The elected President must assume full responsibilities by the first day of the Fall contract period. (26/01-02)

1.3 VICE PRESIDENTIAL ELECTIONS: (72/06)

- 1.31 **NOMINATIONS:** Nominations for the ICC Vice Presidents and Treasurer (Coordinating Committee) shall open during the first Board meeting after the election of the ICC President. This may happen at the same meeting as the acceptance of the results of the election. Coco will publicize the elections through the ICC Reporter and fliers to the houses.
- 1.311 Any ICC member may be nominated by any other ICC member. Self-nominations are allowed.
 - 1.312 If, after the Board meeting, there are still no candidates for a position, all Board members are responsible for nominating suitable candidates.
 - 1.313 Nominations may be submitted to the Coordinating Committee at any time after the nomination meeting.
 - 1.314 Each candidate may provide a written statement to be included in the Board packet.
- 1.32 **ELECTIONS:** Elections shall take place at the Board meeting following nominations.
- 1.321 If only one candidate is running, s/he shall be elected by an 85% approval vote of the Board.
 - 1.322 If more than one candidate is running, the candidate receiving a majority of votes shall be elected. If no candidate receives a majority, the candidate receiving the least votes shall be eliminated and a runoff election shall be held. This process is repeated until someone receives a majority.
 - 1.323 If the winning candidate cannot serve a full one-year term, the Board may immediately hold an election for the unfilled portion of the term.
- 1.33 **RECALL:** As allowed by Bylaws 5.3 and 5.5, the Vice Presidents and Treasurer may be recalled by an 85% vote of the Board.
- 1.34 **FILLING VACANCIES:** If for any reason there is a vacancy on the Coordinating Committee, all Board members are responsible for nominating suitable candidates. Nominations may be submitted to the Coordinating Committee at any time, and an election will be held according to SR 1.32 as soon as possible.

1.4 ALCOHOL POLICY (31/98)(7/99)

- 1.41 No ICC or house funds may be used to purchase alcohol.
- 1.42 All members of ICC houses are expected when on ICC property to comply with applicable laws regarding alcohol. These laws prohibit possession or consumption of alcohol by any person under age 21 and prohibit knowingly furnishing or selling alcohol to or knowingly allowing the possession or consumption of alcohol at a social gathering by any person under age 21.
- 1.43 All members of ICC houses are expected when on ICC property to comply with applicable laws regarding the sale, use, possession or consumption of controlled substances.
- 1.44 If the Director of Financial Services believes a house has used ICC or house funds to purchase alcohol, he/she will turn over all applicable information to the Coordinating Committee. That committee shall then conduct an investigation as they see fit. If it is determined that ICC or house funds have been used to purchase alcohol, the house shall be fined \$ 20 per member. If the house wishes to appeal the decision of the Coordination Committee, they may present their case to the board.
- 1.45 All monies resulting from these fines shall be donated to the Scholarship Fund. (7/99)
- 1.46 **STATEMENT OF CONTINUOUS EDUCATION.** The ICC strongly believes that preventative education is a key component to helping members understand and follows laws regarding alcohol purchase and consumption. The education committee shall assume the role of coordinator in these endeavors. More explicitly, the committee shall work on integrating this policy into education programs for house presidents and new members in addition to disseminating information through brochures, the Cooperator and other means whenever possible. (7/99)

1.5 KWUNSENSUS MEETING PROCESS

1.51 PROCESS CHART (see attached)

1.52 AMENDMENTS

- 1.521 Friendly Amendments:
 - A) At the beginning of the amendment process, the facilitator shall ask if the amendment is friendly. If all voting board members agree that the amendment is friendly, then the amendment is voted upon immediately (by majority vote).
 - B) If any voting Board member finds the amendment unfriendly, then the amendment continues using the Kwunsensus process.
- 1.522 **Time limits for Amendments:** When an amendment is offered, the board facilitator shall set a time limit for the amendment. Time elapsed during amendment procedure will still be considered time elapsed for the main proposal. (50/95)

- 1.53 **APPROVAL PROCEDURE:** This process is to be used for the approval of the nominations, and results from a referenda or election, in which no amendment will be proposed. Kwunsensus Process will begin as illustrated in 1.41 with proposal presentation, clarifying questions, and discussion. After discussion has ended, the facilitator shall call for a vote: only voting members of the Board will be allowed to vote. An 85% majority vote will be required for a proposal to be approved. (62/98)

1.54 RECONCILIATION:

- 1.541 A reconciliation committee is called for. The original writers of the proposal and all those calling for reconciliation must be on the committee. Other interested parties may also sit on the committee.

- 1.542 The committee shall meet and write up a modified version of the proposal for reconsideration by the board. This modified proposal should be submitted to the coordinating committee for the next board meeting or at the latest by the second meeting following initial consideration. If the committee has irreconcilable differences, then the original proposal should be resubmitted. If a modified proposal is not received by the coordinating committee in time for inclusion on the agenda of the second board meeting, then it will be presumed that there were irreconcilable differences and the original proposal shall appear on the agenda for reconsideration. (22/98)
- 1.543 After the call for reconciliation and before the formation of the reconciliation committee, any voting board member may call for the proposal to be brought to the next board meeting. This motion may pass with a 2/3 vote of the board. (22/98)
- 1.544 After a proposal has been called to reconciliation, any board member may call for immediate reconciliation, after which the board may vote by a 2/3 majority to have an immediate reconciliation meeting. This procedure should only be used when time constraints require an immediate decision or when following the normal procedure would lead to ineffective consideration of an issue (i.e. a proposal to purchase a house requiring timely action, the last board meeting of the year, etceteras). The board shall break for at least fifteen minutes in which time the reconciliation committee shall meet. Afterwards, the committee shall bring back a modified proposal for immediate reconsideration. If the committee can not agree to a modified proposal, then the original proposal should be resubmitted. (21/98)
- 1.55 RECONSIDERATION:** Process is the same as in "consideration" until the part labeled 'any calls to reconciliation?' is reached. At this point a vote shall be taken and directors may vote "yes", "no" or "abstain". If 85% of all voting directors present (if less than twenty voting members, substitute "all but at most two" for 85%) vote 'yes.' the proposal passes; otherwise, it fails. If a director wishes not to vote due to conflict of interest or some other consideration, he/she may be recorded as abstain" Such directors will not be counted as voting directors for the purpose of this rule. (9-95) (18/98)

1.56 KWUNSENSUS: Who, What and How

action	who can do it	then what?
write proposal	any member	submit to proposal box or a committee
ask questions /discuss	anyone	talk away
offer amendment	any board member	majority vote of voting board members needed to amend proposal.
Appeal a Decision of the Chair	any board member	majority vote of voting members
call to suspend the rules (fm Robert's Rules)	any board member	2/3 vote of voting board members
Motion to close debate (call the question) (fm Robert's Rules)	any board member	2/3 vote of voting board members
call to table (fm Robert's Rules)	any board member	majority vote of voting board members to postpone discussion and vote to next meeting
call to reconciliation	voting board member	Caller must sit on reconciliation committee
call for immediate reconciliation	any voting board member	2/3 Vote of voting board members
sit on reconciliation committee	anyone	at facilitator's discretion, committee may be limited to interested board members
call for rejection	any board member	voting board members must consent to reject
pass proposal	the board	requires consensus of voting board members during consideration, or 85% vote of all "yes" and "no" during reconsideration
strong concern	anyone	write it up, pass to secretary for inclusion in minutes

The 85% vote during reconsideration can be a little tricky to figure out, so here's a handy dandy chart:

if this many voting directors are present	this many total 'no' stop the proposal
<20	3
20-26	4
27-33	5
34-39	6
40-46	7
47-53	8
53-59	9

Chapter 2 COMMITTEES - POWERS & DUTIES

2.1 COORDINATING COMMITTEE:

- 2.10 **COMMITTEE VOTING RESTRICTIONS:** The Board must approve all members who wish to vote on more than one committee. Absolutely no member may vote on more than two committees. Maintenance committee, ad-hoc committees, and the case of a committee chair breaking a tie are exempt from this policy.
- 2.11 **COMPOSITION:** The Coordinating Committee, referred to in the bylaws as the Executive Committee, is comprised of the President, Vice Presidents, Treasurer, General Manager, Other Board Level Committee Chairs, and the Recording Secretary and shall meet regularly between Board meetings to plan agendas and discuss other matters requiring attention (see Bylaw 5.9)
- 2.12 **PURPOSE:** The Coordinating Committee should function under the premise that our member owned cooperative is best controlled by those member/owners. Thus the goal of the Coordinating Committee is to make sure that ultimate control over actions of the co-op rests with their members through their representation on the Board of Directors. The Coordinating Committee has a twofold responsibility.
- 2.121 The Coordinating Committee fulfills a responsibility directly to the membership by making sure that every member has say in the policies of the ICC. Any issue which a member chooses to bring before the Coordinating Committee, assuming it is in appropriate form, must either go on a Board agenda or be referred to an appropriate body for study and added considerations preceding inclusion on a Board agenda.
- 2.122 The Coordinating Committee fulfills a responsibility to the membership indirectly through coordination of the Board's efforts to responsibly and intelligently direct the activities of the corporation.
- A) The Coordinating Committee shall only include proposals on the Board agenda which are in proper format and fully represent the relevant facts and opinions surrounding the issues in question.
- B) The Coordinating Committee shall organize discussion of issues to facilitate informed, intelligent, expedient, and representative decision making.
- C) The Coordinating Committee shall coordinate both short and long term organizational planning.
- D) The Coordinating Committee shall coordinate the progress of the organization towards both its short and long term goals
- 2.13 **APPOINTMENT:** As per bylaws 5.3 and 5.5 the Vice Presidents, Recording Secretary, and Treasurer shall be nominated by the President and approved by the Board. This shall be done within three weeks after the election of the President. (70/04)
- 2.14 **INSTALLATION OF THE OFFICERS:** The new officers, Vice Presidents, Recording Secretary, and Treasurer shall take office the day after the last scheduled day of finals at the end of the Winter term of the University of Michigan according to the school of Literature Science and the Arts. In the event of a mid-year appointment or appointment of an officer after the end of winter term, the officer shall take office immediately after being approved.
- 2.15 **COMMITTEE APPOINTMENT:** Taking into account each director's preferences, the Coordinating Committee will assign each Director to an ICC Committee, sub-Committee or to represent the ICC to other organizations.
- 2.16 **CREATING TEMPORARY ALUMNI AD-HOC COMMITTEES:** The Coordinating Committee may establish ad-hoc committees and appoint members to them as necessary to deal with alumni related programs which are not assigned to Standing Committees. If the Coordinating Committee is to form an ad-hoc committee, the Board must be notified. (51/99)

2.17 ICC Presidential Scholarship (34/06)

2.171 **Purpose:** The purpose of this scholarship is to compensate the ICC president, in the form of a rent reduction, for the work he/she does for the organization.

2.172 **Eligibility:** The scholarship is open only to the current ICC president. If the president resigns or is removed from his/her position he/she gives up all compensation still due to him/her, including compensation due in the month this occurs. Any president elected mid-term may apply for the compensation and the same rules apply if he/she steps down or is removed from office.

2.173 **The Source of Funding:** A yearly appropriation from the ICC budget will be assigned to cover the entire cost of this scholarship. The budget line item will be equal to 4 months Summer Single Central Campus ICC Charges and 8 months Fall/Winter Central Campus ICC Charges for the fiscal year the president is receiving compensation.

2.174 **Form of Compensation:** The compensation shall be given to the ICC president in the form of reduced ICC charges. The compensation shall be applied to the president's account monthly, and shall not be dispersed in the form of cash.

2.175 **Application:** The president may apply for the scholarship by filing out an application, available from the Coordinating Committee, and returning the completed application to CoCo. The President can not be turned down for the scholarship the first time he/she applies, but he/she must fill out the application if he/she wishes to receive the compensation.

2.176 **Review of President's Work:** CoCo may choose to review the president's work at any point after the president has been in office for two months, but a review must occur in during the first week of November. The Coordinating Committee shall review the President's work from his/her term thus far and determine if the president is fulfilling his/her duties and should continue to receive compensation. This evaluation will be based on a comparison of the president's work with the job description laid out in SR 1.21. The Coordinating Committee will make a determination as to whether or not the president is fulfilling his/her job description; if the president is fulfilling the job description he/she will continue to receive compensation. If the president is not fulfilling his/her duties, the president will have one month to start completing the necessary work or he/she will lose the compensation for the rest of the fiscal year. The work of any president not serving a full term will be reviewed at the end of the second month of his/her term.

2.177 **Board Involvement:** The Coordinating Committee decision shall be reported to the Board at the last meeting in November. The Board must accept the Coordinating Committee's decision by an 85% percent vote. If the Board votes against continuing the compensation the president will have until the first Board meeting in January to make improvements to his/her work. The Board will again vote on the issue at that time and if the president does not receive an 85% vote then compensation is stopped for the rest of his/her term. This same process shall be used for presidents who are not serving a full term, although it will occur after the president has served two months, not necessarily in November.

2.18 **EMERGENCY POWERS:** The Coordinating Committee has the power to take action in the event of an emergency, either when the Board is not in session or when all attempts to obtain quorum fail.

A) The periods of the year when the Board is considered not in session are as follows:

- Between the last Board meeting of the winter semester and the first Board meeting of the spring semester (end of April to the beginning of May).

- Between the last Board meeting of the summer semester and the first Board meeting of the fall semester (mid-August to early September).

- Between the last Board meeting of the fall semester and the first Board meeting of the winter semester (mid-December to early January).

B) All actions taken by the Coordinating Committee shall be reported to the Board at the next meeting of the Board of Directors. (63/99)

2.2 MEMBERSHIP COMMITTEE:

2.21 **COMPOSITION:** The Membership Committee shall be composed of the Vice President for Membership, one staff member to be selected by the General Manager), interested Board members, volunteers and interested staff. Only CoCo appointed members will vote. (45/96)

2.22 **PURPOSE:** The Membership Committee shall

- A) Supervise house administration of membership procedures.
- B) Suggest rules changes to the Board of Directors.
- C) Adopt procedures and forms to implement the rules.
- D) Establish contract dates.
- E) Set deadlines and otherwise coordinate membership affairs within the ICC.

2.3 DEVELOPMENT COMMITTEE:

2.31 **COMPOSITION:** The Development Committee will be composed of: (33/87)

- A) The ICC Vice President of Development, serving as facilitator
- B) Representatives from the Board of Directors
- C) Interested ICC members, these people must be approved by the CoCo in order to participate in the consensus process.
- D) The General Manager or other delegated staff as a non-voting member

2.32 **PURPOSES:** The development committee will: (80/06)

- A) Research, recommend, and oversee long term and large scale maintenance projects that:
 - i. are required by city or township authorities,
 - ii. will improve or expand the houses,
 - iii. will increase the longevity of the houses,
 - iv. will prevent deterioration and further damages to the houses, or
 - v. are requested by the Maintenance Committee or maintenance managers.
- B) Prepare a list of major maintenance projects for the annual budget.
- C) Research opportunities for expansion of the ICC by investigating potential property purchases. Oversee all purchases and renovations in preparation for occupancy.
- D) Advocate for affordable student housing.
- E) Assist the Director of Maintenance Services in the execution of their duties however possible.
- F) Educate maintenance managers on major maintenance issues.
- G) Prepare and periodically review those parts of the ICC's business plan containing long term development goals.

2.4 MAINTENANCE COMMITTEE (30/95)

2.41 **STRUCTURE:** No person may ever have more than one vote on the Maintenance Committee. The ICC Maintenance Committee shall be composed of: (67/97)

- A) The Vice President for Maintenance who, as chair of the committee, shall:
 - 1) Have the power to call meetings of the ICC Maintenance Committee.
 - 2) Have the responsibility of drawing up the agenda for each meeting of the committee.
 - 3) Break any ties.
- B) The ICC Maintenance staff, who shall act as an advisor and shall have the power to call meetings of the ICC Maintenance Committee
- C) Members appointed to the committee by the Coordinating Committee who shall assume full voting privileges.

- D) The Maintenance Managers, one from each house of the ICC, who shall assume full voting privileges. In their absence, the houses may choose a representative from their house to vote in their maintenance manager's stead. (67/97)

2.42 **QUORUM:** A quorum shall be defined as a majority of the voting members in attendance. All motions of the ICC Maintenance Committee must be passed by a majority of the members in attendance. Committee members shall be required to have attended one of the previous two committee meetings in order to be voting members of the committee or to present a proposal to the committee. This shall not apply to the first committee meeting of a member's term.

2.43 **Purpose:** The Maintenance committee shall: (80/06)

- A) Make connections between maintenance managers and learn from each other.
- B) Train and educate maintenance managers on the skills necessary to maintain a house and on ICC maintenance issues on the whole.
- C) Have the power to approve house projects and loans; monitor the projects budget and minor maintenance budget. (See SR 15.3)
- D) Review and update the Maintenance Policy Manual.
- E) Formulate Maintenance Standing Rules changes for recommendation to the Board of Directors.
- F) Ensure that all houses are well maintained, and that all problems are being handled properly.

2.5 CONTRACT RELEASE COMMITTEE (18/91)

2.51 **Structure:** The Contract Release Committee shall be comprised of the ICC President, Vice President for Membership and the ICC treasurer, and any other members appointed by the Coordinating Committee: (27/97)

2.52 **Purpose:** The committee is empowered to make decisions on the ICC's behalf concerning contract release requests and reduction or removal of responsibility of ICC charges on an individual request basis.

2.53 If the committee makes a decision and new significant information comes to light that may alter a decision reached, the individual may reapply to the committee. (68/98)

2.54 If an individual wishes to appeal a decision made by the committee, but there is not new significant information, he/she must inform the committee in writing within 14 days of receiving notification. The committee shall then inform the Vice President of Membership, who must bring the appeal before the Membership committee, but will not be active in the decision-making process. A facilitator will be chosen by the Membership Committee from the voting members of the committee. A decision must be reached by the Membership committee within five working days and is final. (68/98)

2.55 All decisions made by the committee (or by the Membership Committee during an appeal) shall be reported to the Director of Financial Services and Director of Member Services. (68/98)

2.6 DIVERSITY COMMITTEE: (76/06)

2.61 **PURPOSE:** The Diversity Committee will serve to guarantee that all members are fully empowered in all aspects of the ICC; able to exercise their rights and obligations, regardless of socioeconomic status, race, ethnicity, nationality, language or citizenship, religion, political belief, sex, gender identity and expression, sexual orientation, physical/mental disability or illness, age, veteran status, height or weight. Therefore addressing issues of diversity requires struggling with issues of power, privilege, oppression, and social justice.

Duties shall include but not be limited to the following:

- A) Being a resource for supporting, guiding, informing, empowering and advocating for all those who may be on the receiving end of prejudicial behavior in the ICC.
- B) Continually work to ensure that the policies and decision-making in the ICC are fair, equitable and inclusive of all members, and potential members, both in theory and practice.

- C) Doing anti-oppression work and sensitivity training with the ICC staff, committees, teams and house officers as well as the membership at-large
- D) Promoting free, open, candid and relevant conversation and discussion around issues of diversity within the ICC through organizing forums, caucuses, workshops, creating e-mail lists, holding cultural events and other activities.
- E) Working with individuals, groups and resources outside of the ICC in order to seek allies and partners, learn from their insights and experiences, and struggle together on issues of diversity.
- F) Working cooperatively with staff members, committees, teams, officers and other entities on issues related to diversity in the ICC.
- G) Cultivating diversity among the staff by participating in hiring committees and broadening our applicant pools. Promoting diversity among the membership through thoughtful and targeted recruitment.

2.62 **STRUCTURE:** The Diversity Committee shall be composed of:

- A) Vice President for Diversity; who shall have the power to call meetings and break any ties.
- B) At least three members shall serve on the committee. These members shall be chosen by the Coordinating Committee and shall receive work credit to be determined by the Coordinating Committee. It is strongly suggested that the committee include members of diverse cultural or ethnic backgrounds, and/or members actively involved in campus multicultural and diversity organizations of all types and representations.
- C) At least one Board member shall serve on the committee. It is recommended that this person have some level of experience in multicultural contexts and with diversity/social justice issues.
- D) At least one staff member shall serve on the committee. This person shall be appointed by the General Manager. It is strongly recommended that this person have some level of experience in multicultural contexts and with diversity/social justice issues. (76-06)

2.7 EDUCATION COMMITTEE

2.71 **STRUCTURE:** The education committee shall be composed of:

- A) Vice President for Education
- B) Committee Members assigned by the Coordinating Committee
- C) Director of Education and Training (non-voting)

2.72 **Communications Purposes:** It is the responsibility of the Education Committee to: (27/94)

- A) Ensure timely output of all ICC publications
- B) Transmit timely information of Board actions and decisions via ICC publications
- C) Publicize house-specific information including house news, parties, movies, etc.
- D) Evaluate communications between all groups of the ICC (members, staff, houses, committees and Board) to make sure there are adequate vehicles of communications between them.
- E) Create additional or change current vehicles of communication when they are inadequate.

2.73 **Education Purposes:** See SR 10.1

2.8 FINANCE COMMITTEE

2.81 **STRUCTURE:**

- A) Finance policy for the ICC shall be formulated at the Finance Committee for recommendation to the ICC Board of Directors.
- B) The committee shall consist of the ICC Treasurer (who shall chair the committee) and other members as appointed by the Coordinating Committee. House treasurers are encouraged to join the committee. A quorum shall consist of a majority of voting members. Motions shall be passed by a majority of those present. (54/90) (53/95) (54/96)
- C) The Treasurer is to be appointed by the President with the consent of the Board of Directors. The ICC Treasurer shall vote only in case of a tie. (54/96)
- D) The General Manager and assigned staff shall be advisors. Advisors may not chair meetings, make motions, second them, or vote.

2.82 **Purpose:** The purposes and duties of the finance committee are as follows:

- A) **Budget Preparation:** Prepare and submit to the Board by March 1 of each year a proposed budget for the ICC for the coming fiscal year
- B) **Budget Supervision:** Supervise the administration of the ICC Budget; ensuring that no more than 10% over any budget line item less than \$5,000 and no more than 5% over any budget line items greater or equal to \$5,000 is spent without the board's approval. Individual line committee budgets shall be treated as one line item. (32/92)
- C) **Monthly Variance Statement:** The monthly variance statement will reflect the financial standing of the organization. The finance committee will review and discuss the monthly variance statement as prepared by the Director of Financial Services and will report to the Board. (44/93)
- D) **House Books Status:** Be authorized to require uniform monthly accounting reports from each house
- E) **Treasurer Training and Direction:** Train and direct the operations of the house treasurers;
- F) **Cost Analyses:** Make an occasional analysis of the capitalization of the ICC and payoff rates of mortgages, study the possibilities of securing lower rates on borrowed money, and make studies of long term trends in costs and other
- G) **Insurance:** Investigate and negotiate insurance and present findings to the Board for action;
- H) **Yearly Audit:** Advise the Board on the appointment of an auditor and distribute copies of the auditor's report to all directors
- I) **Advise the Board:** Advise the Board on any other important financial questions. This includes Financial Training as necessary .
- J) **Monthly Review:** Perform a monthly internal review of the ICC financial books and report findings to the Board. (3/97)

2.9 RECRUITMENT COMMITTEE (37/03)

2.91 **Composition:** The Recruitment Committee shall be composed of the Vice President for Recruitment, one staff member (to be selected by the General Manager), interested members, volunteers, and interested staff. Only CoCo appointment members will vote.

2.92 **Purpose:** The Recruitment Committee shall

- A) Oversee ICC recruitment-related advertising.
- B) Organize ICC representation at recruitment-related public events.
- C) Assist and publicize events held at ICC houses with recruitment potential.
- D) Maintain communication with Membership committee on issues related to member satisfaction.

2.10 ICC STANDING TEAMS

2.11 TECHNOLOGY TEAM

STRUCTURE: The ICC Technology Team shall be composed of:

- A) The Technology Team chair, who shall:
 - 1) Have the power to call meetings of the ICC Technology Team.
 - 2) Have the responsibility of drawing up the agenda for each meeting of the Team.
- B) The ICC Staff Technology liaison, appointed by the General Manager, who shall act as an advisor and shall have the power to call meetings of the ICC Technology Team.
- C) Members (board members or members-at-large) appointed to the committee by the Coordinating Committee who shall assume full voting privileges.
- D) The webmaster(s).

PURPOSE: The Technology Team shall:

- A) Formulate Technology policy for recommendation to the ICC Board of Directors.
- B) Administer the ICC Technology Fund with expertise and discretion.
- C) Have the power to approve Technology loans.
- D) Change and amend the Technology Policy Manual.

- E) Create and submit to the Finance Committee by February 15 an ICC Technology Budget for the next fiscal year.
- F) Review the Maintenance staff's inspection reports for technology issues.
- G) Maintain office computers along with tech support staff.

2.12 LIVING WELL TEAM (26/03)

STRUCTURE: The Living Well Team shall be composed of

- A) Interested ICC members, and
- B) At least one ICC staff member appointed by the General Manager
- C) All members will have the power to call meetings, draw up agendas, and participate in the team decision-making process.

PURPOSE: The Living Well Team shall:

- A) Provide resources to all ICC members, houses and committees related to physical or developmental disabilities, mental health and/or substance abuse.
- B) Provide consultation and make appropriate recommendations and resource referrals as requested.
- C) Strive to educate ICC members about the above issues through providing written materials and member training/education sessions.
- D) Advocate for ICC members in need of assistance, education or referrals due to mental or physical disability and/or substance abuse; provide information regarding rights and protections, and the responsibilities of the ICC.

2.13 SEXUAL HARASSMENT RESOURCE TEAM (see SR-7.43)

2.14 SUSTAINABILITY TEAM (74/04)

STRUCTURE: The team is consisted of:

- A) The sustainability chair who shall
 - 1) Have the power to call meetings, write meeting minutes, and agendas
 - 2) Account for labor hours performed by members.
 - 3) Ensure the completion of a bi-monthly report to be on the board packet once every two months
 - 4) Be eligible to receive up to 4 credit hours of ICC labor
 - 5) At times when no team chair can be recruited, the above task will be divided amongst the other team members.
- B) Members (board members or members at large) appointed to the committee by the Coordinating Committee shall assume full voting privileges and shall:
 - 1) Carry on projects planned at meetings.
 - 2) Be eligible to receive up to 3 credit hours of ICC labor.

PURPOSE:

- A) Educating team members, the board, the staff and the ICC as a whole on ways of reducing ecological harm and increasing the long-term environmental sustainability of the co-op's by
- B) Advocate the sensible use of ICC resources towards these ends.
- C) Maintaining the ICC community garden.
- D) Encouraging and supporting creative initiatives from within the ICC community to work towards these goals.

2.15 WEB TEAM (17/03)

STRUCTURE: The Team will be composed of the following:

- A) The ICC Webmaster(s)
- B) The ICC Office staff support technician
- C) A full-time staff members appointed by the General Manager
- D) Any interested ICC members
- E) Tech Team members as needed

PURPOSE: The Team will coordinate the design and use of the ICC website through the development of appropriate policy that translates ideas and concepts into online tools and resources.

Reports to: Web Team shall report to the Coordinating Committee

Chapter 3 MEMBERSHIP VOTES, ELECTION AND REFERENDA

3.1 ELECTIONS:

3.10 ELECTION COMMITTEE:

- 3.101 An Election Committee shall be formed at the last meeting in November each year. (46/97)
- 3.102 This committee shall direct nominations, campaigns, and elections. They shall set all relevant dates and make decisions for the election campaign.
- 3.103 The Board shall appoint at least two ICC members to serve on the committee.
- 3.104 This committee shall function until Elections have been completed.
- 3.105 Members of the Election Committee may not run for ICC President.
- 3.106 **Timeline:** The election committee shall ensure that the new ICC President is named by the date of the Winter Annual Meeting. (46/97) (70/04)

3.11 HOUSE RESPONSIBILITY: Generally, the Board Member from the house is responsible for conducting the election in that house. However, the Board Member may appoint someone else to conduct the election. (For members voting in the office, see 3.149, the Director of Member Services will be responsible)). This person is responsible for:

- A) Posting notices from the election committee.
- B) Picking up the ballots if they are not delivered and distributing these ballots to house members.
- C) Collecting ballots and returning them on time to the ICC office or other designated place.

3.12 NOMINATIONS:

- 3.121 Nomination sheets with a copy of the duties of the President (bylaw 4.1 and SR 1.21) shall be sent by the election committee to each house to be posted. A definite date shall be set by the Election Committee for the closing of nominations by mid-January. Notice of the date of closing of nominations shall be published in the Weekly Reporter. (46/97)
- 3.122 Candidates must have a valid contract for the following Fall/Winter term before the election. Only members of the ICC can nominate someone and only members of the ICC can be nominated. Nominations by non-ICC members or for non-ICC members will be discarded as invalid. ICC employees covered by the Uniform Working Conditions Contract (UWCC) shall not be eligible to run. Other ICC employees who are also members may have other restrictions (see Bylaw 2.7). Members may nominate themselves. (See the official nomination form) (46/97)
- 3.123 The Election Committee will secure the acceptance of the nomination from each nominee before the nominee is announced officially as a candidate.
- 3.124 The ICC President serves a term of one year (see bylaw 5.2 & Bylaw 5.8) therefore, candidates must run for a full year.

3.13 CAMPAIGN:

- 3.131 **Speeches:** The committee shall schedule a series of campaign speeches for each candidate. One speech should be scheduled for each candidate in each boarding house, including the house of the candidate. These speeches are best given immediately after dinner, so that the candidate may have a chance to speak with the members during the meal and after the speech.
- 3.132 The Election Committee shall post the following in each house immediately after all nominations are received and accepted:
 - A) a list of candidates;

- B) a complete campaign schedule and
 - C) a copy of the duties of the President taken from the bylaw 4.2 and Standing Rule 1.21 of the ICC.
- (See sample campaign schedule)

3.133 **No two candidates may campaign in the same house at the same time.**

3.134 **There shall be no campaigning on election day(s).**

3.135 Campaign posters and the like shall be allowed.

3.136 **Candidate Statements:** Candidates shall be entitled to have statements included with the ballots or posted in the houses at the time of the voting.

3.14 **ELECTION:**

- 3.141 The President will be chosen using the method known as Approval Voting. Each ballot will include the names of all candidates. The ballot will also include space for write-ins. If the name on a ballot is unclear, a majority of the Election Committee must agree on its interpretation. Write-in votes for candidates who are not ICC members are invalid. Each voter will be able to indicate on their ballot which candidates they “approve”. Voters may approve of as many candidates as they like. The winner of the election is the candidate who is approved of by the greatest number of voters.
- 3.142 The Election Committee shall post notices of the election not less than five days before the opening of voting in all houses and the ICC office. The notice shall detail date and time voting shall be allowed and the candidates for election. When possible, this notice shall also be published in the weekly reporter.
- 3.143 The voting period shall be at least 2 days and shall not begin and end on the same weekend.
- 3.144 The Ballots will be picked up by the house presidents or appointed representatives or delivered to the houses. Ballots will be distributed according to the number of members (one member = one ballot).
- 3.145 The representative from each house is responsible for seeing that a fair election is held in the house. The representative must distribute and collect ballots and return them to the ICC office or other designated place.
- 3.146 The Election committee shall set a time for the polls to close and a time for the ballots to be turned in. If the ballots have not been turned in on time, unless the Election Committee has been notified of a delay by a house, those ballots will be forfeited. House Presidents should be reminded of this time the day preceding the election by the election committee
- 3.147 Non-Resident Members: Members (see SR 2.21a) who have shares but who do not currently reside or board in ICC houses shall be entitled to vote at the ICC office.

3.15 **COUNTING OF BALLOTS:**

- 3.151 Ballots shall not be counted at the houses. All ballots will be pooled and counted the same day as the election by the election committee. The ballots shall be counted twice to ensure accuracy.
- 3.152 Any indication that corresponds to a candidate will suffice as a true and correct choice. If a member changes his/her mind, erasures must be complete or should the choice be made in ink, a notation may be written by the member indicating that a choice was changed. Any mark that clearly indicates a member's choice is valid. For example, a

name circled, an "x" next to the name or a check mark are acceptable. If there is a dispute a ballot will be valid only if a majority of the election committee agrees on the choice.

- 3.153 An approval may be invalidated for the following:
 - B) Voting for anyone other than a candidate or an eligible ICC member
 - C) A vote cast by an ineligible voter
 - D) Voting for any but the run-off candidates in a run-off election (see 3.16)
 - E) Turning the ballots in after the deadline set by the election committee(see 3.148)
- 3.154 No winning candidates shall be announced until all ballots of the entire election have been run off and counted.
- 3.155 Ballots shall be saved by the Election Committee for one month after the date of the election.

3.16 RUN-OFF ELECTION

- 3.161 In the event of a tie, the election committee shall schedule a run-off for as soon as possible and within one week. In the time interval between the elections there shall be no additional campaigning, nor shall the number of votes obtained in the original election be announced until the run-off is finished.
- 3.162 Election procedures are the same except only candidates approved by the greatest number of voters will appear on the ballot with no space for write-ins.
- 3.17 **RE-COUNT:** Any member may request a recount of the ballots. The member requesting the recount and the election committee will be present. If there is a disagreement between the member and the election committee, the board will be the arbiter of any disputes.
- 3.18 **REPORT TO THE BOARD AND MEMBERSHIP:** The election committee shall report to the Board at the first meeting after the election is completed. This report shall include the results by candidate divided by house, any comments on ballots by members and any other relevant details. The results shall be official when accepted by the Board of Directors.
- 3.19 **INVALIDATION:** Only the board of directors may invalidate an election if procedural flaws were made. In this case, a second election must be held.
- 3.1A **INSTALLATION OF THE NEW PRESIDENT:** The new President shall take office the day after the last scheduled day of finals of the Winter term of the University of Michigan according to the school of Literature Science and the Arts. In the event of a mid-year election the president shall take office immediately after the announcement of the winning candidate.

3.2 Referendum:

- 3.21 **GENERAL:** These rules shall further define the procedures for referendum as specified in Bylaw 7.6.
- 3.22 **DEFINITION:** A referendum is a poll of the membership or special meeting conducted by paper ballot generally over a several day period with voting by members at their particular house. A referendum is subject to Chapter 7 of the bylaws of the ICC.
- 3.23 **REFERENDUM COMMITTEE:** The referendum committee shall:
 - A) Post notices of the referendum of the time, date and issue to be decided. When possible, this shall be published in the weekly reporter.
 - B) Have the ballots and information printed
 - C) Distribute the referendum to the houses.
 - D) Count the ballots and certify the results

E) Be composed of 6 people

3.24 **WRITING THE REFERENDUM:** The decision to have a referendum shall happen in one of two ways:

3.241 **Board Initiated Referendum:** The Board or an ICC committee may desire a referendum. If a committee desires a referendum, they shall write the ballot, background and pros and cons and place these on the Board agenda through the normal channels. If the Board desires a referendum, the board shall instruct a standing committee to write the referendum or form an ad-hoc committee to write the referendum. (60/97)

3.242 **Petition Initiated Referendum:** A petition signed by at least 10% of the membership of the ICC and presented to the ICC President. A valid petition must include background, ballot, pros and cons, names of the authors of the petition. (48/96) (60/97)

3.25 **BALLOT, BACKGROUND AND PROS AND CONS SPECIFICATIONS:**

3.251 **Background:** The background shall consist of sufficient information for members to make an informed decision. The background shall be clear and shall accurately present information to the members. Vague wording will not aid members in making a decision and shall not be used.

3.252 **Ballot:**

- A) The ballot may contain more than one question. Each question will have its own approval.
- B) Each question shall allow a choice of only “yes” or “no” on issues requiring approval or shall have the choices listed for other issues. There shall be no choice of “abstain”.
- C) Each ballot shall include along with the question, the following question: “Does this ballot fairly reflect the opposing views on this issue?” (60/97)

3.253 **Pros and Cons:** The pros and cons shall contain arguments in favor of and against the question. The purpose of this is to show legitimate reasons why the question should or should not be passed. While arguments against or in favor of a question are opinion in nature they should not contain inaccuracies or misleading statements. The board shall be the final arbiter of what is acceptable and what is not. This information may be in paragraph form or “bullets” of information.

3.26 **CALLING FOR THE REFERENDUM:**

3.261 **Board Initiated Referendum:** Once the draft referendum (background, ballot and pros and cons) has been written, the referendum committee shall post the draft not less than four days before the board meeting where the referendum is to be officially called. A notice with the draft should indicate that members may bring any concerns with the draft to the attention of their President or the Board of Directors. The board shall officially call the referendum by approving the ballot, background, pros and cons and date and times for voting (48/96) (60/97)

3.262 **Petition Initiated Referendum:** A referendum shall officially be called when the President receives a petition signed by 10% of the membership. The President will choose a referendum committee to conduct the referendum as specified in 3.23. (60/97)

3.27 **VOTING**

3.271 The referendum committee shall post the final text of the referendum and the date and time of voting not less than seven days before the close of voting. When possible, this information shall also be published in the Weekly Reporter. (48/96) (60/97)

- 3.272 The ballots will be picked up by the house presidents or appointed representatives or delivered to the houses according to the number of members (one member = one ballot).
- 3.273 The representative from each house is responsible for seeing that a fair election is held in the house. The representative shall distribute and collect ballots, and return the votes cast to the office or other location as designated by the referendum committee.
- 3.274 The referendum committee shall set a time for the polls to close and a time for the ballots to be turned in. If the ballots have not been turned in on time, unless the referendum committee has been notified of a delay by a house, ballots not turned in will be forfeited. When possible, house Presidents should be reminded of this time the day preceding the election by the referendum committee.
- 3.275 **Non-Resident Members:** Members (see SR 2.21a) who have shares but who do not currently reside or board in ICC houses shall be entitled to vote at the ICC office.

3.28 **COUNTING OF BALLOTS:**

- 3.281 **Ballots should not be counted at the houses.** All ballots will be pooled and counted the same day. The counting of ballots will be done by the referendum committee. The ballots shall be counted twice to ensure accuracy.
- 3.282 Any indication that corresponds to a choice will suffice as a true and correct choice. If a member changes his/her mind, erasures must be complete or should the choice be made in ink; a notation may be written by the member indicating that a choice was changed. Any mark that **clearly** indicates a member's choice is valid. For example, a choice circled, an "x" next to the choice or a check mark are acceptable so long as no other marks are on the paper and more than one choice is not marked for each question. If there is a dispute a ballot will be valid only if a majority of the referendum committee agrees on the choice. If no choice is indicated then on that question, then it is assumed that the member does not wish to vote on that question.
- 3.283 A majority of valid votes cast is required for passage of each question. A referendum shall be invalid unless at least 10% of the membership casts valid ballots. Note: Membership includes everyone who has shares at the time of the referendum. (See section 4.21a)
- 3.284 **Vote on Fairness question:** The referendum shall be valid only if a majority of the members of the ICC or two thirds of those voting on that question, whichever is smaller, answer that question in the affirmative. An invalid referendum shall be void as if it did not occur.
- 3.285 Ballots shall be saved by the referendum committee for one month after the date of the referendum.
- 3.29 **RE-COUNT:** Any member may request a recount of the ballots. The member requesting the re-count and the referendum committee will be present. If there is a disagreement between the member and the referendum committee, the board will be the arbiter of any disputes.
- 3.2A **REPORT TO THE BOARD AND MEMBERSHIP:** The referendum committee shall report to the Board at the first meeting after the referendum is completed. This report shall include the results by question divided by house, any comments on ballots by members and any other relevant details. The results shall be official when accepted by the Board of Directors.
- 3.2B **INVALIDATION:** The board of directors may invalidate a referendum if procedural flaws were made. Such flaws must have a material effect on the outcome. Errors in procedure or failure to receive the ballots from one house are not in and of themselves sufficient to invalidate a referendum. In the event the referendum is invalidated, a second referendum must be held to decide the issue. (60/97)

Chapter 4 Application, Contract Terms and Shares

4.1 APPLICATION, ACCEPTANCE AND AVAILABILITY

- 4.11 **AVAILABILITY:** Contracts will be made available for the following Fall/Winter during the 1st week of November each year. Contracts for the coming Spring/Summer will be made available during the 1st week of March each year.
- 4.12 **APPLICATION:** Application for membership must be made on the standard ICC application form, which shall have been approved by the Membership Committee. The membership application shall provide for a statement of preference for specific houses. The Director of Member Services shall send out contracts strictly on the basis of these preferences.
- 4.13 **HOLDS AND WAITLISTS**
- 4.131 **WAITLISTS:** First-Come first-served. Among new applicants, students will be given priority over non-students. Priority shall be reflected by the order of the waiting lists. If a space becomes available in a house preferred by applicants on the waiting list, the Director of Member Services may offer the space to these applicants in the order they have been placed on the list. If none of these applicants wish to sign for the house that is available, the Director of Member Services shall open the space for general signing. (5/98)
- 4.132 **HOMESTEAD RESERVATION:** Members may reserve their space within their house for the next fall/winter term by returning their Homestead Reservation Questionnaire to the ICC office on or before October 25 of the present year. By January 15 of the same school year, the member who has reserved his/her space must sign a contract or relinquish his/her right to the space. Contracts available (because of voluntary relinquishment of the Homestead Reservation) may be signed by anyone, including old members. This shall apply to all houses except apartment houses. (9/8/85) (46/05)
- 4.133 **HOLD SPACES:** The deadline for how long someone (a current or prospective member), who intends to sign a contract with the ICC, can hold a space in a house shall be determined by the Director of Member Services on an individual basis depending on the extenuating circumstances of the prospective signer (such as financial, travel, admissions concerns). This hold deadline may be no longer than 10 days. Contracts for out-of-town applicants must be signed and returned to the ICC office within ten days of issuance of the contract. ICC office staff may grant reasonable extensions of this deadline in individual cases (25/92)
- 4.14 **ELIGIBILITY (8/04):** Applicants for membership, except members on referral, will be admitted as space is available in order of date of application, rather than by interview, unless otherwise stated in the house constitution. Other restrictions and priorities apply as follows:
- 4.141 **STUDENT STATUS:** (15/97) The following applicants shall be considered students:
- A) Those who will be enrolled for at least 8 undergraduate credits during the period of their contract, or, if the contract is for Spring/Summer, during the following fall,
 - B) graduate students officially recognized by their departments as active participants in their programs,
 - C) Visiting scholars, participants in the ICPSR program, Access International, or other academic-related programs considered to be eligible by the Membership Committee. ICPSR members shall be considered Short Term members (see 4.363) although they are not required to have Short Term approval. (76/86) (12/96)
 - D) The staff members of the ICC and the staff members of NASCO shall be given the rights and privileges of student status for the purpose of contract signing and room/apt. selection. The staff member must be at least a half-time appointment and specifically does not include work-study students or temporary help. (21/91)

E) Members who live in the co-ops for the four months prior to their graduation are considered students for the four months following graduation. However, these members may not sign for Fall Only contracts without Fall Only approval (see 4.361). (15/97)

Those who fail to provide documentary proof that they will be students during the contract period shall be considered non-students.

- 4.142 **NON-STUDENT STATUS:** Applicants who do not qualify as students (4.141) shall be required to obtain written approval from the house to live there. The approval must be submitted to the ICC membership office by a house officer before the contract can be validated. Members currently living in the ICC who will not be students during the time for which they wish to sign a contract must be formally accepted by the house in question (for their first contract as a non-student.) Unless the house constitution states otherwise, current non-student members who have been accepted once do not have to be accepted again for each subsequent contract in the same house. Current non-student members who want to change houses must be formally accepted by the house they want to move to.

A Spring/Summer house may accept non-students for the current contract period. During the Spring/Summer, non-students who wish to sign Fall/Winter contracts must be approved by both the Spring/Summer house and the Membership Committee.

- 4.1421 **REFERENCES:** The office staff may ask non-student applicants to fill out a standard reference form including the following information:

- A) Employer,
- B) Previous landlord or living situation,
- C) Personal reference, or
- D) Proof of income or source of support, if there is a question.

- 4.143 **HOUSE ORIENTATION:** If the constitution of the house for which the applicant wishes to contract describes a mandatory, pre-signing orientation approved by the Membership Committee, and the Director of Member Services has been notified in writing of the mandatory orientation clause, the applicant must attend such an orientation before signing a contract for the house.

- 4.144 **ACCEPTANCE OF MINORS:** Any minor who wants to sign a contract with the ICC must have the contract co-signed by the members' parent or guardian. The parent or guardian will bear ultimate responsibility for the fulfillment of obligations of the contract.

- 4.145 **SEX RATIOS:** The default sex ratio for all ICC houses shall be 50/50, unless otherwise stated in the house constitution. Individual co-ops may vote to maintain a different ratio of men and women. New members shall be admitted in conformance to the ratio once the Director of Member Services has been notified in writing of the desired ratio, except that establishment of a ratio shall not affect the validity of any contract for the house in question and the term in question. The house shall be filled by the membership staff according to the established ratio and according to the waitlist, if any. However, the membership committee may set a date after which sex ratios are not taken into account for filling vacancies. (18/92)

- 4.146 **MEMBERS WITH DEBT:** (50/91) (23/92) (24*34/92)

A) Contract Signing: No one may sign a contract if he or she owes over \$200 to the ICC or to any ICC house unless approved by the house for which he or she would like to sign. During the Spring/Summer, approval must be given by both the house and the Finance Committee.

B) Holding spaces for prospective/current members with debt: If a person cannot sign a contract due to A) they may request that a space be held for them. This request must be approved by the current house and the hold may not extend past a date to be set by the Director of Member Services. (36/89) (50/91) (23/92)

- 4.147 **STAFF MEMBERSHIP:** All staff covered by the UWCC shall be required to become members of the ICC as a condition of employment. Membership share and fee requirements may be met all at once or in monthly installments over the period of a year. Full membership amounts must be paid during the first year of employment and membership shall commence at the time of full payment. (9/94)

4.2 MEMBERSHIP AND SHARES

4.21 **PROOF OF MEMBERSHIP:**

- A) **Definition of member as shareholder:** Anyone holding shares in the corporation shall be considered a member. *(This is an interpretation of the Bylaw defining roomers and boarders as members; the Board believes that membership is not limited to roomers and boarders -- ED.)* (6/89)
- B) **Membership evidenced by contract for room or board:** A signed contract shall indicate ICC membership. No contract is valid without a signature on behalf of the ICC by a person authorized to sign by the Director of Member Services .

- 4.22 **TRANSFER OF MEMBERSHIP:** Membership rights are not transferable from one person to another. Membership contracts may not be bought, sold, or sublet, and no reward or incentive, monetary or otherwise, shall be offered in exchange for the filling of a space. However, there are provisions within these rules for members switching contracts within the ICC and for a member finding another person to take over their membership and place in the co-op.

- 4.23 **REQUIRED SHARE PURCHASES:** Each new member shall purchase shares according to the following schedule: (11/96)

Rooming and Boarding members (Fall/Winter)	50 shares (51/88) (9/96) (12/96) (10/99)
Rooming or Rooming and Boarding members (Spring/Summer only)	30 shares (57/88) (12/96)
Rooming members (Spring/Summer only)	20 shares (49/90)
Short Term members	5 shares (see 4.37) (12/96)
Individuals in apartments	50 shares (9/96)(10/99)
Staff Covered by the UWCC	25 shares (9/94) (9/96)
Boarding-only members	12 shares (20/05)
Partial-Boarding members (5/10/15 meals per month)	5 shares (20/05)

Shares shall each have a value of \$10.00. There shall be no interest paid on shares. Shares shall be redeemed as in section 4.27. Shares shall not be transferable. All members shall have one vote in ICC referenda, elections and meetings, regardless of number of shares.

- 4.24 **DEFINITION OF SHARES:** The member's shares represent their contribution to the working capital of the ICC. They do not constitute stock under Michigan Law, a damage deposit or a prepayment of house bills.
- 4.25 **UNPAID FEES/UNDERPURCHASE OF SHARES:** Delinquent accounts and/or fees: if the required shares have not been purchased or fee paid by any current member, the Director of Member Services shall collect the amount due for the shares and/or membership fee from the member's house, which, in turn, shall collect it from the member.
- 4.26 **CHANGE OF STATUS:** Members who sign contracts which increases their status relative to shares and fees as defined in these rules shall pay the difference between the shares and fee amounts for their old and new status. Members who sign contracts which decrease their status relative to shares as defined in these rules shall have their excess shares credited to their account after the financial closing of the prior contract period, at the same time as full share redemption for members leaving the ICC. (56/92)

4.27 RETURN OF SHARES/ICC'S LIEN ON SHARES:

- 4.271 The ICC shall have a lien against the member's shares for all debts to the ICC or to any ICC house. Shares shall go first toward any debt owed to the ICC as a whole, second toward debt at the house the member roomed at, third toward debt at the last house the member boarded at, and fourth toward debt at any other house. After the house's books are closed for the period described in the contract, and upon authorization of the appropriate house's treasurer, the ICC staff shall promptly give to the house all amounts due from shares to cover debts unpaid by the holder, provided that the member does not have a further contract with the ICC.
- A) Shares, less amounts given to the houses for debts, shall be redeemed in full by the ICC in the October following the end of the member's last Fall/Winter contract with the ICC. (57/88) In the case that the balance falls below \$1.00, but is still positive, than that money shall be treated as unclaimed shares per SR 4.28 and may only be collected in person. This goes into effect for new member shares bought after November 1, 2001.
 - B) Shares held by members leaving during or at the end of a Spring/Summer term shall have their shares redeemed in full in the same way in the March following their last contract. (57/88)
 - C) Early Share Returns: The following exceptions are permitted to the above share return dates: (74/03)
 - 1) Members who are returning home to another country, and members who were replaced or released within 8 weeks of the beginning of a term, may request an early share return check at or near the time of their departure.
 - 2) No rebates will be given or assessments charged to members who receive early share return checks.
 - 3) At closing time, all rebates and assessments for early share returns will be pooled. Rebates will be used to cover assessments. If the rebates total more than the assessments, the extra will go to the Scholarship Endowment Fund. In the very unlikely event that assessments are greater than rebates, they will be covered by the Operating Reserve.
- 4.272 **Return of shares for members replaced before start of contract period.** New members who are replaced before their contract starting date shall have their shares returned within 2 weeks of being replaced. (110/86) (19/98)

- 4.28 **Disposition of abandoned shares.** Any share return checks not cashed within 5 years of the date sent out shall be considered a donation to the Scholarship Endowment Fund. The contract shall reflect this rule. (The State of Michigan Cooperative Act requires waiting 5 years claim shares.)

Until 2008-2009, when we realize the abandoned shares we have permission to donate to the Endowment Fund, abandoned shares will go to the Scholarship portion of the Operating Budget.

4.3 CONTRACT TERMS AND REQUIREMENTS

- 4.31 **OCCUPATION OF SPACE WITHOUT A CONTRACT:** Individuals occupying an ICC vacant space must immediately sign regular contracts and pay membership fees and purchase shares, unless they are a personal guest of an ICC member or a house guest (see section 4.6).
- 4.311: OCCUPATION:** A space is considered occupied if:
- A. a person is living in the room, or
 - B. personal belongings are left in the room and it is reasonable to believe that the owner has not ceded them to be used as communal property.

- 4.32 **CONTRACT FORM:** All membership contracts shall be of a standard form which has been adopted by the Membership Committee. All members shall receive a copy of the contract which they sign with the ICC.
- 4.33 **AMMENDMENTS:** A change to the contract can be made only if it is in accordance with the current standing rules and is signed or initialed by both the member and an authorized ICC representative. If the change concerns an issue that must be approved by the house, the member must submit written proof of approval signed by the house president. (75/97)
- 4.34 **CONTRACT PERIODS:** The periods of ICC membership contracts will correspond generally to the academic terms of the University of Michigan College of Literature, Science, and the Arts. The standard contract periods shall be Fall and Winter Terms, Winter Term, or Spring and/or Summer Terms. Membership Committee in consultation with the Director of Member Services may define other standard contract periods corresponding to specific academic programs. Rooming contracts for other periods shall be considered Non-Standard Contracts (see SR 4.36). (4/94) (53/97) (61/03) (33/06)
- 4.35 **COMMENCEMENT OF CONTRACT:** The contract period of a person joining after the beginning of the term shall commence on the day the contract begins or when use of facilities commences, whichever is earlier, unless the person is attending a special academic or co-op program prearranged by the staff. Except for this special case, the house will be charged according to regulations adopted by the ICC Finance Committee. (73/97) (61/03)
- 4.36 **NON-STANDARD CONTRACTS:** Rooming contracts for periods other than the standard contract periods are categorized into the types below. A person who stays in a house for less than 2 weeks is considered a guest (see SR 4.5). (12/96) (61/03). After the start of a contract period, contracts must be signed from the date of signing or when use of facilities commences until the end of a calendar month. (33/06)
- 4.361 **FALL ONLY:** A Fall Only Contract is defined as a rooming contract for Fall term, or from the date of signing until the end of Fall term. Any current, returning, or prospective member may sign Fall Only Contracts on a first-come-first-served basis, in accordance with the Fall Only Contract Limit at the house they are signing for (see below). (54/93) (1/92) (12/96) (79/03) (56/03) (61/03) (25/05) (33/06)

All Fall Only Contracts must be approved by either: 1) the house during a Fall/Winter contract period, or 2) the house and the Membership Committee during Spring or Summer.

- 4.3611 **FALL ONLY CONTRACT LIMIT:** Individual houses shall be encouraged to set up house constitutional guidelines for Fall Only contract limitations. No house shall allow the number of Fall Only contracts to exceed 20% of the house capacity. In cases where the house has not specifically set a Fall Only contract limit, the number of Fall Only contracts shall not exceed 15% of the house capacity. (52/03)
- 4.3612 **FALL ONLY CONTRACT FEE:** There shall be an additional fee for anyone who sign a Fall Only contract before October 1st. The fee shall be equal to the cost of Fall/Winter shares. The revenue from this fee shall be divided equally between the house and the ICC. If the member actively recruits a suitable replacement (in accordance with SR 5.12) to fill the Winter Only space in the house or extends their contract from Fall Only to Fall/Winter, this fee shall be waived or refunded. In special circumstances, the Membership Committee may waive or refund the fee in cases not covered above. (25/05, 65/06, 78/06)
- 4.362 **SHORT TERM:** A Short Term Contract is defined as a Non-Standard Contract for more than 2 weeks that does not qualify as any other contract. Short Term Contracts must be for full calendar months or from the date of signing until the end of a calendar month.

Short Term Contracts for Fall/Winter cannot be signed until after the start of the contract period.

Short Term Contracts during Fall or Winter must be approved by the house during a Fall/Winter contract period. Approval of Short Term Contracts during Spring and Summer is determined according to SR 8.153 or SR 4.142.

At the time of signing, Short Term members are required to pay:

- 1) the Short Term Share amount (see SR 4.23)
- 2) the Short Term membership fee (see SR 4.51)
- 3) the first month's charges
- 4) an additional fee of \$50 per contract that is during Spring/Summer and \$150 per month for those during Fall/Winter. The revenue from this fee will be divided equally between the house and the ICC. (33/06)

4.363 **PARTIAL TERM:**

A) During the Fall/Winter term, a Partial Term Contract is defined as a Non-Standard Contract that is signed after the start of the contract period, and is from the date of signing until the end of Winter Term.

B) During the Spring/Summer term, a Partial Term Contract is defined as a Non-Standard contract that is more than two months and extends from the date of signing until the end of a calendar month.

A person who stays in a house for more than two weeks during Fall/Winter must sign a Partial Term Contract and pay the standard membership fee and Share amount. (61/03)

4.37 **BOARDING ONLY CONTRACTS:** Boarding Only Contracts are not subject to Non-Standard Contract restrictions. Boarding-Only members pay the Boarding-Only membership fee (see SR 4.51) and share amount (see SR 4.23). All boarders are considered full members of the ICC and can vote in ICC referenda and at house meetings. (61/03) (20/05)

4.371 Full boarding-only contracts shall be available for all boarding houses. The house charges for these contracts shall be approximately equal to the fraction of rooming members' house charges used to pay for food, as determined by the house treasurer. A boarding-only contract may not be signed for a period of less than two weeks. (20/05)

4.372 ICC houses may opt to allow "partial boarders" including any or all of the options listed under A) below. (20/05)

A) The following partial boarding options shall be available:

Boarding 15 meals/month

Boarding 10 meals/month

Boarding 5 meals/month

Partial boarding contracts may be signed for any number of full calendar months.

B) Houses that opt into the program shall set rates for partial boarders when they set their budget.

C) When adopting the program, houses shall decide whether each individual partial boarder needs to be approved, how many hours of labor are required, and how the program will be enforced. Contracts will not be given out until these decisions are made.

D) Partial boarders shall be exempt from assessments and rebates.

4.38 **LOCATION OF CONTRACTS:** The ICC copy of the signed membership contract may not be taken out of the ICC office without the permission of the General Manager or a person designated to act in the GM's place.

4.39 PROHIBITIONS:

- 4.391 **Items prohibited:** Unless noted otherwise in the rules of this chapter, all firearms, ammunition, explosives, uncaged pets (except cats, if allowed by house rules), and waterbeds are forbidden from the ICC owned property. Motorcycles are not allowed inside any ICC house. With the exception of apartment houses (see Chapter 9), dogs are forbidden to reside in any ICC house. The board may suspend this rule on a case-by-case basis. In these cases, the house must present a comprehensive dog policy (e.g. SR 9.7) for each dog to the Board and must approve the dog unanimously. (36/04)
- 4.392 **Enforcement:** Persons in official ICC positions have the responsibility to report violations of ICC rules in writing to the house president who is responsible for the implementation of ICC policy in the house. Once notified of the situation, it is the house president's responsibility to report the complaint to whoever is in violation of the policy and under ultimate threat of eviction. If the violation is not removed or corrected within 30 days, there will be an open hearing before the Membership Committee in order to decide on the possible expulsion of the member. (68*74/96)
- 4.3A **DAMAGES:** Damage outside of normal wear shall be assessed to the member(s) involved. This shall include paint. The ICC or its houses may levy the fine.(41/92)
- 4.3B **BANKRUPTCY:** A member who has declared bankruptcy may not sign a contract without first paying a sum equal to their discharged debt. (45/93)
- 4.3C **SPECIFIED PLACES OF BOARDING:**
During the Spring/Summer, all members must board as decided by S.R. 8.152. (21/05)
During the Fall/Winter, all members of group houses are required to board at the house they live in with the exceptions listed below.
A) **MINNIE'S HOUSE:** Minnie's members shall board at Michigan House. (53/88)
B) **O'KEEFFE AND RENAISSANCE:** Members of these houses shall board at the North Campus Co-ops as allowed by house rules. (67/99)
- 4.3D **ROOM ASSIGNMENT:** Assignment of rooms is purely an internal house matter except on North Campus in which room assignments are made by the membership desk after the room reservations for old members still residing in the house are filled in the house.
- 4.3E **ROOM CLEANLINESS:** Upon moving out, members shall be expected to leave their room reasonably clean, as specified by house standards. Failure to do so will result in the member being charged for any costs associated with bringing the room up to standard. (see 8.22)
- 4.3F **VACANCIES TO SINGLES:** Each year as of August 1st, Membership Committee shall have the power to convert doubles into optional singles within selected houses for the current or upcoming Fall/Winter contract period. Only houses whose vacancies are above 10% or four people, whichever is higher, may be selected. All attempts should be made to have a house officer present at the MemCom meeting where the decision will be made. The house may object to participation in this program in the month of April for the upcoming Fall/Winter contract period, preferably at a house meeting with members from the current and upcoming Fall/Winter contract periods. If MemCom still wants to convert vacancies to singles after a house objection, MemCom may appeal to the Board.

These newly created singles are open to everyone, including current members who wish to upgrade their contracts. This shall only apply to non-apartment, central campus houses. A member with this type of contract shall pay 33% over their normal ICC charges. A Fall/Winter house shall decide which doubles shall be converted into singles. (51/05)

4.4 FEES

- 4.41 **MEMBERSHIP FEES:** Each new member shall pay a one time, non-refundable, membership fee when they sign their contract. The Membership Fees shall be:

Rooming members for Fall/Winter	\$100 (per budget approval March 05)
Rooming members for spring/summer	\$50 (per budget approval March 05)
Short Term Members	\$25 (12/96)
Boarders	\$25 (per proposal #41, 04-05)
Staff Covered by the UWCC	\$75 (9/94)

- 4.42 **Alum Associate Member Fees:** The membership fee for Alum Members shall be an amount or percentage taken from alumni contributions. The amount shall be recommended and approved by the Board. Membership shall be for a calendar year.

4.5 GUESTS

- 4.51 **PERSONAL GUEST:** A member's personal guest is defined as a person who is sponsored by a current member, stays overnight at a house, stays in the room of their sponsoring current member or a common room and has no contract. The current member is responsible for the conduct and any damages caused by their personal guest. Roughly speaking, such a guest is charged after two weeks and must sign a contract after three. To be precise, the policies are as follows:

- 4.511 **ASSESSMENT:** Houses shall be assessed ICC charges for members' personal guests who stay more than fourteen out of any twenty-one consecutive days or more than thirty days total in a semester. The assessment shall be for the number of weeks the guest stays, rounded to the nearest week. The house president and treasurer shall jointly be responsible for notifying the ICC Finance Coordinator and the Membership desk of such guests; a statement signed by two members shall also serve as notification. This policy does not imply that the ICC has given permission for the guest to stay. Also, this policy is concerned only with ICC charges, not with house matters.

- 4.512 **CONTRACT:** Any personal guest in residence more than four days per week in any three consecutive weeks must sign a contract and pay the fee and a deposit. The guest must have the permission of the house as well as all the members in the room if that room is being overbooked, and at no time shall any room be booked over legal capacity.

4.52 HOUSE GUESTS:

- 4.521 The ICC allows short-term house guests with the approval of the house, provided that there is room. Fall/Winter houses may approve house guests for the current contract period, spring summer or the following fall winter. Spring/Summer houses may approve house guests for the following fall/winter only if the membership committee also approves the contract. Qualified transients such as ICC alumni, members of co-ops from other campuses, hostellers, traveling foreign students, etc., may reside at a co-op house for up to two weeks without becoming a member. The guest must pay complete room and board (if the house is boarding) charges in advance, sign the Guest Contract form, agree to make no long-distance phone call. After two weeks, a guest who wishes to stay must become a member. Guests are not required to perform work. For NASCO Hostellers, houses may negotiate reduced charges for a limited number of days (to be set by the house). (26/92)

- 4.522 **GUEST CONTRACT SURCHARGE:** There is a guest contract fee of \$50 per guest contract. The \$50 would be split \$25 to the ICC and \$25 to the house. These amounts are not refundable if the guest contract is canceled or if the person later signs a regular contract. (39*53/93)

4.523 There will be no guest contracts issued for the un-contracted period at the end of August.

4.53 **CONFLICT WITH ICC CONTRACT:** In no circumstances shall a guest prevent a person with a contract with the ICC from occupying the space contracted for.

Chapter 5 Contract Cancellation, Releases, Replacements

5.1 CONTRACT RELEASES (48/05)

5.11 FORMS: All forms relating to contract releases shall be approved by the Membership Committee.

5.12 RELEASE BY ACTIVE RECRUITMENT: A member may be released from their contract if they actively recruit a suitable replacement to fill their contract and notify Member Services staff in writing. Until the recruited member is verified as a suitable replacement and has a valid contract, the original member shall be responsible for paying all monthly charges and completing all work requirements, and will be until official notification is received from the ICC office.

A. A suitable replacement is defined as:

- i. A brand new member with no prior contact with the ICC Member Services staff and who has not submitted a membership application.
- ii. Any person who does not have a contract for the term in question, only if the house is full.
(54/07)

B. Members with contracts for the term in question are not suitable replacements, but may switch houses in accordance with SR. 5.3.

C. The ICC Membership Staff will verify that the potential replacement has been actively recruited by the member seeking replacement by either checking that the member's name was mentioned on the application or otherwise confirming that the prospective member signed as a result of the efforts of the members seeking replacement.

D. In order to be fully released, a member must be able to fill the entire duration of their contract. A member may be replaced for a portion of their contract, but they are still responsible for the remainder.

E. In circumstances not covered above, a member may petition the Membership Committee, which may deem a person a suitable replacement, even if it is not in accordance with these rules.

5.13 CONTRACT BUY OUT: A member may be released from their Fall/Winter contract in accordance with the following rules:

- i. Buy-outs will not be permitted for Spring/Summer contracts.
- ii. House Approval: Buy outs shall require house approval and a House Approval form must be given to the Director of Member Services prior to any member buying out of their contract.
- iii. Contract Buy-Out Fee: To buy out of a Fall/Winter contract, a member must pay a fee equal to 3 month's worth of house and ICC charges. For any individual term, a member must pay a fee equal to 2 month's worth of house and ICC charges. This formula is not affected by a member being released from house charges.
- iv. Members who buy out must pay their total balance due to the ICC along with the contract buy out fee in order to be released.
- v. Distribution of Buy-Out Fee: The contract buy out fee shall be distributed based on the budgeted amounts i.e. the portion calculated from house charges will go to the house, while the portion calculated from ICC charges will go to the ICC.
- vi. For contract buy outs, the ICC will only accept Cashier's Checks or Money Orders.

5.14 AUTOMATIC RELEASE: The exceptions for which members can automatically be released from their contract are the following (written documentation is always required). The Contract Release

Committee shall review and approve all cases of automatic release.

- A) **Draft:** members can be released one month before their induction date into the armed forces.
- B) **Flunked out of school and leaving Ann Arbor:** the action must be initiated by the school. It cannot be the member's choice to withdraw from school.
- C) **Uninhabitable Room:** (see SR 15.8 Uninhabitable Rooms) (9*42/97)
- D) **Pregnancy:** during the term of the contract.
- E) **Death.**

The ICC may release a member from obligation for the ICC portion of the contract. The ICC generally does not grant releases outside of the automatic releases described in these rules except in the most unusual circumstances. Requests for release from ICC charges will be directed to the Contract Release Committee (see section 2.5). (?/89) (71/86). The Contract Release Committee shall notify the Director of Member Services and the General Manager when decisions are made. (48/05)

5.15 RELEASE BY COMMITTEE: In special cases, a member may be released from their contract by the Contract Release Committee of the ICC. Before the committee will consider any member for release, the member must first be released from house charges as described above in 5.1.6. All other procedures and requirements are subject to the policies of the Contract Release Committee.

5.16 RELEASE FROM HOUSE CHARGES: Individual co-ops may release members from the house portion of charges according to house procedure. Houses may not release members from their ICC charges. Houses that choose to release members from contract obligations take responsibility for paying any costs remaining for spaces vacated by released members. A House Charges Release Form must be turned into the ICC Membership Office by a house officer. Unless otherwise specified in the house constitution:

- A) The Fall/Winter house may release members from house charges for any term.
- B) The Spring/Summer house may release a member from house charges for Spring/Summer, but may release a member for the Fall/Winter term only with the approval of the Membership Committee. (32/05)

5.17 BOARDER RELEASES: Boarders not residing in ICC houses are automatically released of responsibility for ICC charges if they are completely released from house charges. Under special circumstances, members who room and board within the ICC may be released from the boarding portion of their contract with approval from the boarding house. (21/05)

5.2 VOIDING CONTRACTS:

5.21 DEFINITION: Voiding a contract is cancellation of the obligations of a member for their contract and all attendant rights as detailed in the contract by the ICC. Voiding contracts is generally not a member initiated action. Contract releases must be voluntary on the part of the contract holder whereas a contract can be voided without the consent of the member if any of the following situations applies.

5.22 NON-APPEARANCE AND DEPARTURES: At any point after the start of the contract period or immediately if the member notifies the ICC they will not be occupying the space, the Membership Committee and the ICC office staff shall be authorized to declare a contract void on behalf of the co-op; provided an immediate and suitable replacement can fill the vacancy caused by such contract cancellation. No single individual on the committee may approve a contract void; the approval must appear in the committee minutes. (For No shows see 11.4) (92/97)

5.23 NON-PAYMENT OF DEBTS:

5.231 Advance contracts may be voided on ten days written notice by the ICC if the signer owes any money to the house under contract or to any other house or boarding co-op. This action is to be carried out by the ICC staff in consultation with the ICC Treasurer and Finance Committee. (88/96)

5.232 **APPEALS OF VOIDED CONTRACTS:** Any person having a contract cancelled because of a bad debt has the right to explain their situation through the appeal process. Any appeal of a contract cancellation caused by bad debt shall be heard by the Finance Committee who shall render a final decision on the matter. (88/96)

5.24 **ERROR BY ICC:** The Board of Directors, or Membership Committee, may vote to void a contract and refund all or part of the membership fee in cases where error on the part of the ICC or its agents has blocked fulfillment of the contract. No such refund will be made to a person who has lived in the ICC for more than three weeks prior to discovery of the error or request for the refund. If refund is made, the Board, and/or the Membership Committee, shall determine the source of error. This section shall not apply to cases of eviction.

5.25 **PREVIOUS MEMBER OVERSTAY:** The overstay of a previous contract holder in the space to be occupied by the new contract holder is not the responsibility of the ICC and is not reason to void a contract.

5.3 SWITCHING HOUSES: (48/05) Members who wish to switch houses may do so in accordance with the following rules:

5.31 **Exchanging Places:** Before or during the contract period, two members with contracts may exchange places for the same contract period, provided such exchange is recorded in writing in the ICC office. The responsibility in such matters shall lie solely with persons directly involved, i.e. both persons must ensure that their space is filled.

5.32 **Switching into an Empty Space:** (32/05) A member with a contract for a space in one ICC house may switch their contract to an un-contracted space in another ICC house. The member will then be responsible for only one set of ICC charges plus both sets of house charges, unless they are released from their original house charges under the following rules:

5.321 Fall/Winter members are automatically released from their original house charges if they switch on or before June 30.

5.322 Spring/Summer members are automatically released from their original house charges if they switch on or before April 15.

5.323 After these dates, a member may be released from their original house charges according to Standing Rule 5.16 (Release From House Charges).

Chapter 6 Referral & Expulsion

6.1 REFERRAL (72*79/97, 77/06)

- 6.11 **DEFINITION OF REFERRAL:** Referral is a probationary process that allows a house to both provide an incentive for members to improve their conduct and a notification to future houses that this member might be a problem.
- 6.12 **GROUND FOR REFERRAL:** Specific grounds for referral shall be:
- A) Non-payment of charges, membership share, fee or other ICC assessment,
 - B) Non-work,
 - C) Generally unacceptable or uncooperative behavior

6.13 **PROCEDURE:** (88/04)

A member may be placed on referral by the following methods:

- 6.131 A house may place on referral a current house member or a member who has had a contract at that house within the last three weeks by the following methods:
- A) By the House Treasurer and one other House Officer, for non-payment.
 - B) By the Work Manager and one other House Officer, for non-work.
 - C) By a petition signed by a simple majority of house or 20 house members, whichever is lower, for generally unacceptable or uncooperative behavior (see Chapter 7).
 - E) By a vote of the house at a house meeting for any of the above reasons. In this case, the member must be notified in advance and a reasonable attempt must be made to allow the member to attend and speak in his/her defense.
- 6.132 Any ICC member may be placed on referral by the following methods:
- A) By at least two Sexual Harassment Resource Team members, for sexual harassment as defined in the ICC Sexual Harassment Policy. In cases of sexual harassment, SHRT can put the accused member on referral whether or not the complainant and accused are members of the same house. (28/98)(91/01-02)
 - B) By the Membership Committee as defined in section 6.29

When a vote of the house is to be taken in cases concerning harassment and/or discrimination, a representative of the ICC to be appointed by the General Manager shall be present. (28/98)

- 6.14 **NOTIFICATION:** (88/04) A referral form must be given to any member placed on referral, explaining the grounds for referral and what actions are required for removal. A copy of the referral form must be given to the Director of Member Services to be placed in the member's file.
- 6.15 **CONSEQUENCE OF REFERRAL:** A member placed on referral has one week to file an appeal. After one week, any future contracts signed previous to the referral are void. If the member appeals, the spot will be held during the appeal process. A member who is on referral may not be issued an advance contract (i.e. for an upcoming term) for their own or any other ICC house, without being voted in by the house where they want to become a member. However, spaces may be held in accordance with Section 6.18. In the case of referral by MemCom or SHRT, the group that placed the member on referral must be consulted and have an opportunity to send a representative to the meeting where the member is being voted into the house. (17/96)
- 6.16 **APPEAL:** Any member placed on referral may file an appeal within one week. S/he can appeal it to the house or body that put her or him on referral, to the Membership Committee, or, in the case of referral by the Membership Committee, the Coordinating Committee. No decision to place a member on referral shall be overturned or otherwise set aside unless it can be proven that there was an error or omission in the procedures or unless clear evidence contradicting the grounds of referral is shown. (28/98) (88/04)

- 6.17 **REMOVAL FROM REFERRAL** A member may be removed from referral at any time by the body that placed the member on referral. In the case of referral by MemCom or SHRT, the member may be taken off referral by the house they live in after four weeks of living in that house while on referral. In this case, the group that placed the member on referral must be consulted and have an opportunity to send a representative to the meeting where the member is being considered for removal from referral. If a member is removed from referral, the house president or other presiding officer must fill out a "Referral Removal Form" and a copy of the form must be given to the Director of Member Services to be placed in the member's file. (28/98)(90/01-02)
- 6.18 **HOLDING SPACES FOR MEMBERS ON REFERRAL:** If a member who has an contract for a future period voided as a result of being placed on referral or if a member on referral wishes to sign a contract, then the member's space shall be held with the approval of the house which the member wishes to sign at.
- 6.19 **REFERRAL HEARING BY COMMITTEE:** The Membership Committee may hold a referral hearing in lieu of a house hearing only in cases where the Membership Committee determines that the actions of the individual jeopardize the interests of the ICC or its members.
- 6.191 The Membership Committee must abide by the following procedures:
- a) Four days written notice must be given to the member and his/her house and a reasonable attempt must be made to allow the member to attend and speak in his/her defense.
 - b) The hearing is open to all persons.

6.2 EXPULSION

- 6.21 **GENERAL:** Expulsion is the severest penalty that can be imposed on a member of the ICC. Expulsion is the termination of a person's membership in the ICC with all of the rights and responsibilities contained therein. (45/97)
- 6.22 **GROUND FOR EXPULSION:** (42/88) Specific grounds for expelling a member shall be:
- a) Non-payment of charges, membership share, fee or other ICC assessment,
 - b) Non-work,
 - c) Actions prohibited in the contract or in ICC or house rules,
 - d) Actions which constitute a significant threat to the health, safety or welfare of co-op members, whether or not such actions are also subject to penalties under civil or criminal law, or
 - e) Generally unacceptable or uncooperative behavior (see Chap 7).
- 6.23 **RIGHTS OF MEMBERS:** Every member against whom expulsion proceedings have been undertaken shall have the following rights:
- a) Four days written notice of the time and place of the hearing and the alleged ground for the action is given to said member and conspicuously posted in his/her co-op.
 - b) A fair and open hearing before the body which is to decide the question of expulsion.
 - c) An opportunity to speak in his/her own defense.
 - d) To call witnesses as to facts relevant to the reason the person is being expelled to testify either orally or through written statements.
 - e) To be informed of procedures to be used during the hearing, and
 - f) To be informed of consequences of expulsion (45/97) (87/04)
- 6.24 **EXPULSION HEARING:** The body hearing the expulsion may provide for procedures for expulsions provided that these procedures do not violate the procedures outlined below. Such hearing shall be considered fair and sufficient if:
- a) **NOTICE:** Four days written notice of the time and place of the hearing and the alleged ground for the action is given to said member and conspicuously posted in his/her co-op.
 - b) **OPEN HEARING:** The hearing is open to all members of the house(s) and other appropriate people concerned with or affected by the issue.
 - c) **DEFENSE:** Said member has an opportunity to speak in his/her own defense.

- d) **WITNESSES:** Witnesses as to facts relevant to the reason the person is being expelled may be called forth by interested parties to testify either orally or through written statements.
- e) **TIME OF HEARING AND DECISION:** The hearing and decision may take place at the same meeting or at different times. The deliberation and decision process will be open only to the deciding body.

Since most co-op members are not expert in the procedures necessary for expulsions, it is required that a body seeking expulsion consult with the General Manager (or other designated staff member) for assistance prior to a hearing. In cases concerning harassment and/or discrimination a representative of the ICC to be appointed by the General Manager shall be present. Documentation for expulsion and house minutes shall be compiled and sent to the ICC office. (42/88) (28/98)(77/06)

- 6.25 **POST EXPULSION PROCEDURES:** Following a vote to expel by a relevant body, the member in question shall be given a Membership Termination form by ICC Staff, which outlines when the member must vacate premises and the amount that the member shall be responsible for paying to the ICC. At the same time, appropriate legal documents shall be given to the member. A fully detailed procedure can be found in the membership Policy Manual. (87/04)

- 6.26 **CONSEQUENCES OF EXPULSION:** An individual who has been expelled by the ICC or an ICC house: (87/04)

- A) has his/her membership in the ICC terminated,
- B) may not be reinstated as a member of the ICC,
- C) will be evicted if still residing on ICC property,
- D) surrenders all rights and responsibilities of membership in the ICC including, but not limited to:
 - i) living in an ICC house
 - ii) boarding in at an ICC house
 - iii) using any house or facilities
- E) will be considered a trespasser if present on ICC property after the membership termination date.

- 6.27 **LIABILITY FOR CHARGES:** Excluding outstanding debts and fines at the time of expulsion, an expelled person shall not be liable for ICC or house charges incurred for the vacancy after the membership termination date specified on the Membership Termination Form. (87/04)

- 6.271 **HOUSE CHARGES:** The expelling house will always be liable for any house charges for a space remaining vacant due to an expulsion.

- 6.272 **ICC CHARGES:** If a member is expelled by his/her house, the house also remains liable for the ICC charges of the expelled member unless the Contract Release Committee (see SR 2.5) releases the house. The Contract Release Committee reviews the expulsion and releases the house if it determines that the expulsion was conducted in good order and with valid reason. In a case where a member is expelled by the Membership Committee or the Board, the house shall automatically be released from the ICC charges of the expelled member. (87/04)

- 6.273 **EXPULSION FINE:** If a member is expelled for non-payment, s/he shall be charged a fine equal to the ICC charges remaining on the contract. Finance Committee will decide if any of the fine shall go to the house to cover lost house charges. Finance Committee can waive or modify the fine, if the vacant space is filled or in other circumstances the Committee deems appropriate. (50/03)

- 6.274 **LEGAL FEES:** A member against whom legal proceedings are brought shall be liable for all legal fees incurred by the ICC as a result of said proceedings, to limit allowed by law. (87/04)

6.28 **APPEALS (45/97):**

- 6.281 An expelled person may appeal the decision to expel. The appeal should be submitted in writing to the Coordinating Committee within 7 days of the decision to expel.
- 6.282 After meeting with the expelled person and any other relevant parties, the Coordinating Committee shall decide if the expulsion shall be overturned. If more than three members of the committee are unable to hear an appeal, either for personal reasons or because of a conflict of interest in the case, the Coordinating Committee shall select alternate officers. Only other officers of the ICC shall be considered alternates in the appeal process.
- 6.283 No decision to expel a member shall be overturned or otherwise set aside unless it can be proven that there was an error or omission in the procedures or unless clear evidence contradicting the grounds of expulsion is shown. (87/04)
- 6.284 The expelled member may not use co-op facilities without permission of the house during the period an appeal is pending.
- 6.285 If the expulsion is overturned, the member will return to original status. (Amended 42/88)

6.29 **HEARING BY COMMITTEE:** The Membership Committee may hear an expulsion in lieu of a house hearing only in the following cases. In each case the Membership Committee must agree to hear the issue. (45/97)(77/06)

- a) **Request by the House:** The committee receives a request from a house vote or a petition signed by a majority of house members.
- b) **Request by another House:** Another ICC house (where the individual is not a member) votes to request a hearing.
- c) **Actions which jeopardize the interests of the ICC:** The Membership Committee determines that the actions of the individual "jeopardize the interests of the membership as a whole or the interests of other co-ops".
- d) **Petition because of House Inaction:** The committee receives a petition of 20% of house members or 8 members whichever is greater requesting a hearing **and** the house has not or will not take action.
- e) **In Cases of Harassment:** Both the complainant and the accused agree, or SHRT requests the committee to hold a hearing.

The Membership Committee must follow all procedures outlined above. The motion in the Membership Committee to expel requires 2/3 majority of voting members present to pass. (87/04) As a result of an expulsion hearing, the committee may instead place the member on referral.

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Chapter 7 Uncooperative Behavior

- 7.1 **GENERAL:** The following principles are set forth to clarify the boundaries of appropriate conduct within ICC houses. These principles reflect rather than define a belief fundamental to the cooperative - a belief that individuals can live together with mutual respect and tolerance and that these individuals will benefit by sharing in both their burdens and their joys.

The ICC understands that individuals differ in both expectations and values. Working out or accepting these differences is essential to cooperative life; our strength is in the joining of divergent ways of thinking. However, if their differences reach the point at which an individual's actions or inactions threaten the well being of the cooperative, the house may consider referral or expulsion. In such a case, this section clarifies the common ground; a consensus on what actions are deemed uncooperative. This is provided so that 1) uncooperative behavior can be quickly identified as such and; 2) to provide a possible fair basis for a hearing, if one is necessary. Often, personality differences and dislikes prevent a fair assessment of the individual's actions. In most cases, an isolated infraction usually stems from ignorance or accident.

- 7.2 **EXAMPLES OF UNCOOPERATIVE BEHAVIOR:** This section will serve as guidelines for referral and expulsion unless a house has standards of uncooperative behavior in its constitution, in which case the rules in the constitution will supersede this section.

What follows are examples of uncooperative behavior. This list is neither exhaustive nor absolute: uncooperative actions not listed here may result in expulsion or referral, and actions that are listed might not. Any final decision to refer or expel rests with the house, in each specific case, so the houses are strongly encouraged to develop their own guidelines to replace or complement these.

7.21 **Failure to do work:**

- A) sign up for and complete the required amount of work.
- B) meeting attendance may be considered a house work requirement.
- C) don't behave in a way that creates an unreasonable amount of work for others in the house.
- D) pay all house and ICC charges and fines as required.
- E) don't make payments, bribes or other trades to avoid doing work.

- 7.22 **Abuse of community property:** return tools, dishes and equipment when you finish using them.

7.23 **Infringement on the privacy and/or property of others:**

- A) don't enter a member's room without permission.
- B) don't use a member's food or possessions without permission.
- C) members are responsible for the actions of their guests in the house.
- D) don't invade the body space of another member.
- E) Making it unreasonable for a roommate to use her or his share of the room or making it unreasonable for a new member to move in. (20/97)

- 7.24 **Actions which constitute a significant threat** to the health, safety or welfare of co-op members, whether or not such actions are also subject to penalties under civil or criminal law.

- 7.25 **Failure to sign a membership contract.**

- 7.3 **PREJUDICIAL BEHAVIOR (83/04):** This section further defines and outlines a process for handling one form of uncooperative behavior, namely prejudicial behavior, which may be grounds for referral and/or expulsion (in the case of staff this could include filing a grievance). Houses that wish to augment these guidelines are encouraged to do so with advice from the Diversity Committee. (76-06)

- 7.31 **Statement of ICC Position on Prejudicial Behavior:** The members of the ICC prohibit and will not tolerate prejudicial behavior. All ICC members and employees are to be free from prejudicial behavior.

7.32 **Definition of Prejudice:** An attitude toward any actual, perceived or allied member of any group, formed without just grounds or sufficient knowledge, held by a person belonging to any group. (76-06)

7.33 **Definition of Prejudicial Behavior:** Prejudicial behavior is behavior motivated or influenced by prejudice which results in personal or group injury. It degrades on the basis of actual, perceived, or allied social group membership (including, but not limited to socioeconomic status, race, ethnicity, nationality, language or citizenship, religion, political belief, sex, gender identity and expression, sexual orientation, physical/mental disability or illness, age, veteran status, height or weight.) It can be intentional or unintentional in nature. Anyone can commit prejudicial behavior but its impacts are influenced by context, privilege and history.

Examples of Prejudicial Behavior (this list is not intended to be exhaustive): (76-06)

1. Jokes, slurs, or epithets that create a hostile, offensive, or intimidating atmosphere
2. Threatening notes, graffiti, or other writing.
3. Inappropriate, derogatory or degrading forms of address.
4. Verbal or physical conduct which is performed with the explicit or implicit intent of hurting, degrading, making to feel uncomfortable, humiliating, or offending another person.
5. Denying someone a house officer position on the basis of group membership.
6. Denying membership to an individual on the basis of group membership.
7. Denying full participation to a member on the basis of group membership.
8. Retaliating against a member for her/his stance on a house decision or for filing a charge against another member.
9. Denying a position to a member or promotion to a staff person on the basis of group membership.
10. Inconsistent application of rules based on group membership.
11. Using stereotypes in order to discredit a member.

7.34 **PROCEDURE FOR HANDLING COMPLAINTS OF PREJUDICIAL BEHAVIOR:** This procedure applies to allegations of prejudicial behavior.

- A) The Diversity Committee can provide assistance to ICC members, both complainant and accused. Once the Diversity Committee is contacted, the chair will assign as many committee members as are necessary to provide the most adequate assistance and support.
- B) When a complaint is issued, the following will occur:
 - 1) Each complaint will be assessed carefully and confidentially. The Diversity Committee will help investigate the situation to ensure that it meets the ICC's definition of prejudicial behavior.
 - 2) After assessing the situation, the Diversity Committee will offer practical and viable courses of action (e.g. writing a warning letter to concerned parties, guiding members through expulsion/referral/grievance procedures, holding a workshop, etc.) and follow up as necessary.
 - 3) As needed, the Diversity Committee will refer members to other groups or services at U of M or in the community that are better equipped to handle such situations. (76-06)

7.4 SEXUAL HARASSMENT (28/98)

7.41 **STATEMENT OF ICC POSITION ON SEXUAL HARASSMENT:** The members of the ICC prohibit and will not tolerate sexual harassment. The ICC members recognize that there are varying degrees of sexual harassment. All ICC members and employees, regardless of their gender or sexual orientation, are to be free from sexual harassment.

7.42 **DEFINITION:** The members of the ICC define sexual harassment as any behavior that fits all of the following criteria: (1) it is behavior that emphasizes the sexuality or the sexual identity of

another person; (2) it is behavior that is inappropriate or that the actor has reason to know is unwanted and that would tend to have a significant negative effect on the ability of the recipient of the behavior to fully enjoy the benefits of membership in or employment by the ICC; and (3) it is behavior that a reasonable person with consideration of the relevant gender and/or sexual orientation would find to possess both of the preceding characteristics.

Sexual harassment may include, but is not limited to the following:

- a. Sexist or homophobic remarks and behavior that create a hostile, offensive or intimidating atmosphere.
- b. Comments, gestures, intrusive questioning or other forms of personal attention which may be perceived as sexual overtures or denigration which the actor has reason to know are unwanted;
- c. Advances including sexual propositions, touching, petting, tickling, kissing, grabbing or any other invasion of personal space, which the actor has reason to know are unwanted;
- d. Advances of the type mentioned in (c) with threatened or implied sanctions, including physical or emotional violence, loss of membership or job security or public humiliation.
- e. Sexual assault, whether or not accompanied by physical violence.

7.43 PROCEDURE FOR HANDLING COMPLAINTS OF SEXUAL HARASSMENT

7.431 This procedure applies to allegations of sexual harassment of one rooming and/or boarding member of the ICC by another.

7.432 Allegations of sexual harassment occurring in employment or workplace situations are to be governed by other procedures.

7.433 In cases of allegation of sexual harassment, the ICC can provide assistance to its members, both complainant and accused, in the form of Sexual Harassment Resource Persons (RP's). These individuals would work as a team, providing necessary information and support. Specifically, RP's would:

- a. Be knowledgeable of and able to explain the ICC's Sexual Harassment Policy and Procedures
- b. Investigate a complaint of sexual harassment to see that it meets the ICC definition of sexual harassment.
- c. Offer various options for handling a sexual harassment allegation
- d. As needed, suggest other individuals or groups who may also provide assistance in cases of allegation of sexual harassment. (This might include counseling service at U of M, UM Mediation Services, SAPAC, the police department, etc).
- e. Sign-off on a Sexual Harassment referral.
- f. Potentially serve as an official ICC observer (not as a facilitator) in a Sexual Harassment expulsion hearing
- g. Work with the ICC Education Committee to provide educational opportunities for ICC members to become more knowledgeable about sexual harassment

7.434 The Sexual Harassment Resource Persons (RP's) team would consist of the following:

- a. At least two ICC members, one male and one female
- b. The Director of Education and Training or an appropriate staff person as determined by the General Manager.

All non-staff RP's will be members of the ICC Education Committee and will receive full work credit. All members of the RP's team will be obligated to receive training in sexual harassment, ICC SH policies and procedures and empathy/active listening.

7.435 Members may be put on referral for sexual harassment in accordance with the ICC referral procedures (Chapter 6)

7.436 Members may be expelled for sexual harassment in accordance with the ICC expulsion procedures (Chapter 6)

- 7.437 Rights of appeals are set forth in 6.17 and 6.26.
- 7.438 In the case of emergency, any member may contact the ICC President or General Manager to request enacting of the ICC Emergency Operations Team (Chapter 8).
- 7.439 Confidentiality: Everyone involved in any ICC process resulting from a complaint of sexual harassment shall take reasonable steps to safeguard the privacy of themselves and all other participants in the process.
- 7.44 **STATEMENT OF CONTINUOUS EDUCATION:** The ICC is committed to continuous education of our membership in the area of sexual harassment. This means that various educational opportunities will be provided for all members so that they may better understand what sexual harassment is; the consequences such activities have on both individuals and the ICC as a whole and how ICC members can effectively respond to such situations. These educational opportunities can take many different forms including workshops, informal discussions, specific training components for Board and house officer training, informational pamphlets, etc.

Chapter 8 House Operations

8.1 SUMMER OPERATIONS

- 8.11 **ROOM CAPACITIES:** Over the course of the summer, the ICC and each house should remain in good communication regarding house capacity and the breakdown of capacity according to room type (singles, doubles, or triples). During the summer term: all single rooms will remain singles; all triples will be designated as mandatory doubles; doubles will be designated as singles or doubles, depending on demand and house decision, with demand having priority. The house president, or a person designated by the president to act for the house, shall notify the ICC office of any change in summer room assignments by the next business day.
- 8.12 **HALF-FILLED DOUBLES:** A half-filled double is defined as a room designated as a double in which only one occupant is present. At no time should there be more than one half-filled double per house; two members both requesting doubles must room together (or be rearranged by the house), or pay the single room rate. This clause is not applicable in the case of two half-filled doubles representing opposite sex house members. In such a case, two half-filled doubles are permissible.
- 8.13 **TRIPLES:** ICC Charges per person for three people who choose to live together in one room during the spring-summer period will be one-third of the single rate. If one of the three persons moves out the remaining two shall be charged the double rate.
- 8.14 **SUMMER SEX-RATIOS:** No sex ratios are specifically enforced during the summer session except that doubles will be filled with the same sex unless the ICC Director of Member Services is notified through the house president of roommates of the opposite sex.
- 8.15 **FALL/WINTER RESPONSIBILITY FOR SPRING/SUMMER PLANS:** Houses must comply with the following terms of this section by April 1. Contracts will not be given out until these decisions are made. If a co-op can not come up with an acceptable management plan by April 1, it will be annexed to another co-op for the term, if a willing partner can be found, or closed.
- 8.151 **HOUSE OFFICERS:** Before contracts can be given out, but no later than March 1, an interim officer must be elected. The interim officer will be responsible for overseeing the moving in / moving out process and will ensure the smooth running of the house until house officers are elected and begin their duties or an alternative management plan is implemented. Possible alternatives include combined officer positions, combined government with another co-op nearby, or a compensated Summer House Manager. (11/91)
- 8.152 **MEALS:** Houses must decide by February 1 of each year whether they will change their meal service. Houses may choose to board, not board or board at another co-op. If no change is made, the boarding policy will be the same as the previous year. (34/36) (7/94)
- 8.153 **SHORT TERM MEMBERS:** (33/06) Before advance spring/summer short term contracts can be given out, but no later than March 1, the winter house must determine the method by which spring/summer short term contracts are approved. By default, short term contracts during Spring/Summer do not require house approval. The house must inform the Director of Member Services in writing by March 1st if they wish to elect a different option. The House may opt for one of the following two methods:
A) fall/winter house to approve short term spring/summer members and spring/summer house will take over this responsibility at the beginning of Spring Term.
B) fall/winter house to implement their own method of approval.
- 8.16 **DUTIES OF SPRING/SUMMER HOUSE MANAGER:** The Spring/Summer House Manager shall be elected at the Spring/Summer room picks meeting. This position is not intended to be a full officer position; therefore any rooming member or officer may hold this position. The

Spring/Summer house manager shall be responsible for communicating with the Membership Committee and/or appropriate staff members concerning the functioning of the house. This communication shall include, but is not limited to submitting a monthly report to the Membership Committee concerning the condition of house finances, maintenance and general operations. If the Spring/Summer House manager is unable to submit any of these reports, the house CEO shall stand in his or her stead. (27/96)

8.2 INTERIM (63/06)

- 8.21 **INTERIM ASSISTANCE COMMITTEE (IAC):** The Interim Assistance Committee (IAC) will be responsible, in conjunction with house interim managers and keyholders, for monitoring the houses during interim periods at the end of Winter and Summer Terms. During the interim between winter and spring contracts, IAC shall consist of the membership chair, maintenance chair, and five other board members or interested members. At least two members of IAC must be from North Campus. IAC must elect a chair whose responsibilities will be to organize IAC meetings and distribute IAC resources. During the interim period between summer and fall contracts IAC shall consist of the above stated members and the ICC interim coordinators. IAC must be created at least three board meetings before the end of the term. If the membership chair or maintenance chair will not be present for a majority of the time, he or she must appoint a substitute. The interim coordinators shall not serve as chair.
- 8.22 **DUTIES DURING INTERIM:** Duties during interim are distributed among the houses, IAC, staff, and members.
- A) **HOUSE RESPONSIBILITIES:** Houses are responsible for maintaining adequate room and house conditions as defined in 8.3. Also, houses are responsible for electing their interim manager(s)/keyholders and duly notifying the DMS by March 1 and August 1. The house interim manager(s)/keyholder is responsible for the condition of all rooms not checked by IAC as well as notifying IAC in writing of which rooms will need to be checked prior to the move-out date. The house will also be responsible for submitting a request form to IAC for furniture needs and organizing a room switch day the day after move-out for all members changing rooms within or between houses. During times when IAC is not active, the House President/keyholder is in charge of handling all incoming and exiting members.
 - B) **IAC RESPONSIBILITIES:** IAC is a resource to help assist houses with the interim process. IAC will assist the Education Committee in interim manager training. IAC will check all common rooms and rooms of members who are new to the house. IAC will follow guidelines of 8.3 and membership policy to assess if a room meets ICC standards. If a member chooses to move in before the designated move-in date, they forfeit their right to have their room checked. IAC will also be able to approve use of the minor maintenance budget during the interim periods when the Maintenance Committee is not active. For a more detailed description about Maintenance funds see SR 15.313 and maintenance policy manual.
 - C) **ICC INTERIM COORDINATORS:** The Interim Coordinators are two temporary staff positions supervised by the Director of Member Services. Their titles shall be the Inspection Coordinator and the Cleaning Crew Coordinator (IC and CC). The IC duties will be to organize and supervise house check-ups and report to the interim committee. The CC's responsibilities will be to organize and supervise the cleaning crew and keep record of all cleaning reports. Both Coordinators will be responsible for writing the interim evaluation and keeping in close communication with each other.
 - D) **STAFF RESPONSIBILITIES:** The GM will appoint appropriate staff members to assist with problems requiring ICC resources. Move in and move out dates will coincide with contract begin and end dates.
 - E) **MEMBER RESPONSIBILITIES:** Incoming members are responsible for keeping in communication with the house regarding when they are arriving. If the member is moving in before the move-in date, they must sign a waiver releasing their right to an IAC check-up.

They are also responsible for informing the house Interim Manager of what furniture they need or are bringing with them. Exiting members are responsible for leaving their room in a condition that meets ICC standards and returning their keys to the Interim Manager/keyholder by the end of their contract. All members are expected to abide by the following procedure:

- a. A member switching rooms within or between houses, must be moved out of their original room by the room switch date.
- b. A member leaving the ICC must move out by the contracted end date.

8.3 ROOM CONDITION: Before new members move in, all rooms must be brought to a standard of cleanliness detailed below and further defined by Membership Policy. (68/06)

- 8.31 **EXPECTED CONDITION OF MEMBER ROOMS:** Upon signing a contract, new members shall be informed of the condition in which they should expect to find their rooms. This information shall also be available at the houses at the beginning and end of each contract period. If any members find their room in substandard condition, they should contact the house interim manager(s) or keyholder, who will then contact the ICC Interim Coordinator or Director of Member Services.

The minimum requirements for a member room:

- A) Room should be swept, mopped, and/or vacuumed. Any removable carpet stains should be removed.
- B) Room should be free of trash and personal belongings.
- C) Desk and dresser drawers should be completely empty.
- D) Walls should be clean and clear
- E) The room should contain a bed, desk, chair and dresser for each resident.

- 8.32 **EXPECTED CONDITION OF COMMON ROOMS:** Throughout the interim period, common rooms, including bathrooms and kitchens, shall adhere to the following minimum requirements.

- A) Room should be swept, mopped, and/or vacuumed. Any removable carpet stains should be removed.
- B) Room shall be free of trash and personal belongings not authorized by the interim manager/keyholder.
- C) Dishes are clean and available for members to use.
- D) Rooms should be maintained at an appropriate level of cleanliness as described by membership policy.

- 8.33 **INTERIM FINING POLICY:** Both the house and IAC have fining authority. Houses should include personal fining policies in their house constitution or standing rules. IAC only has authority to fine for rooms that they check, and will fine with regards the following policy.

During any contract period, any member who fails to move out by the date required in 8.22E must be reported to IAC or the DMS and will be fined \$100. During times when IAC is active, the following fining policy will be in effect. Upon initial check-up, IAC will fine any room not up to standard an initial \$40.00 to the house for each common room. At that time, a date for the IAC cleaning crew will be set. The house will be charged \$30.00 per person hour of time spent by the cleaning crew. If the house sufficiently cleans the room up to standard by the time the cleaning crew arrives, the cleaning crew may choose to charge for travel time as they see fit. The house is at liberty to distribute the fines as they see appropriate.

Any funds remaining after the cleaning crew has been paid will be placed in the Additional Help Fund to offset the ICC Interim Coordinator's salary. All matters relating to fines shall be handled by the Membership Committee.

8.4 DOMESTIC CATS: (53/94) (69/96)

- 8.41 Other than those rules outlined below, the authority to create and enforce a domestic cat policy will rest at the individual house level.
- 8.42 In accordance with Food Service Regulations as adopted by the Small Group Homes Food Service Committee, the U of M Dept. of Occupational Safety and Environmental Health, the County of Washtenaw, and the State of Michigan, house domestic cat policies must state that cats are never allowed in inspectable kitchens, dining rooms, and food storage areas.
- 8.43 Each domestic cat must have one designated owner to be responsible for it at one time.
- 8.44 If houses do not decide on a domestic cat policy by November 30, they will be assigned the default policy of "no uncaged pets."
- 8.45 **CAT ZERO POPULATION GROWTH CLAUSE:** All cats must be neutered or spayed, and have all appropriate shots and vaccinations.

8.5 Definition of cooperative Houses:

- 8.51 **Escher House:** The board authorizes the creation of a third cooperative house at North Campus effective May 1996. It shall operate as a managing co-op, which shall assume building wide issues only as they are delegated to it by both O'Keeffe and Renaissance. The house shall begin operation under the Constitution and Mandates as approved by O'Keeffe and Renaissance in April 1996. In accordance with ICC Bylaw 6.1 Assignment of responsibilities by the Board, the Board of Directors assigns to the North Campus Cooperative Community (O'Keeffe, Renaissance and Escher houses) the management responsibilities of that Community insofar as their actions are in accordance with the ICC Rules of the Organization. In addition, in accordance with ICC Bylaw 6.2 Extent of Delegated Responsibilities, their actions cannot jeopardize the interests of the membership as a whole or the interests of other co-ops. (33/96)

8.6 Members with Disabilities (34/98)

- 8.61 **PURPOSE:** The ICC is dedicated to promoting membership diversity, including members with disabilities. The ICC will make all reasonable accommodations for members/prospective members with disabilities. An Attorney and/or the Center for Independent Living should be consulted to determine legality. For all accommodations, the following steps are recommended:
 - A) Identify the problem (Is there a disability related limitation?)
 - B) Ask the member/prospective member if they have encountered this problem in the past.
 - C) Ask the member/prospective member how they overcame the obstacle in the past.
 - D) Is the accommodation going to require a low-tech or high-tech solution?
 - E) Determine which resources are available already.
 - F) Ascertain if the member/prospective member can use the accommodation independently.
 - G) Determine if the reasonable accommodation creates other obstacles.
- 8.62 **REASONABLE OR USUAL ACCOMMODATIONS:** If a member or prospective member with disabilities requires accommodations enabling him/her to live within an ICC house, the member/prospective member may request these changes. Physical changes requiring more than \$500 will require Maintenance Committee approval; all other changes will be coordinated by the office in a timely manner. The ICC considers the following accommodations to be reasonable:
 - A) physical changes enabling the member/prospective member to utilize the building.
 - B) installation of safety devices (e.g. flashing fire alarms)
 - C) installation of TDD phone access or other accommodation that enables the member/prospective member to utilize house services.
 - D) Member/potential member requires a handicap accessible room due to disability: The member/potential member shall be allowed to occupy a handicap accessible room. House seniority lists shall be used to determine the members/potential members whose room picks shall be displaced. However, during a contract period, members currently living in a room will not be moved without their consent.

E) Member/potential member requires a single due to disability: The member/potential member shall be allowed to occupy a single. The Membership Committee shall be allowed to vote whether to reduce the house capacity by one or allow the person to occupy a single. House seniority lists shall be used to determine the members/potential members whose room picks shall be displaced. However, during a contract period, members currently living in a room will not be moved without their consent.

8.63 **OTHER ACCOMMODATIONS:** If a member /prospective member requires an accommodation not listed above, the following process will be followed: (53/96)

8.631 The member/prospective member will approach the house and inform them of the accommodations required. The house and the member/prospective member should work together to find a solution agreeable to all.

8.632 If the house and member/prospective member can not work out an agreeable solution and the ICC is legally required to make an accommodation, then the Membership Committee will intervene. Before making a decision, the Membership Committee will meet at the house. The committee will also meet with the member/prospective member as needed. The committee will then make an appropriate decision. If the solution requires physical changes above \$500, then maintenance committee approval is required. If other expenditures are required in excess of \$500, then Board approval is required.

8.633 This process must be resolved in an expedient and timely manner.

8.7 LIVING WELL TEAM POLICY (98/04)

8.71 The members of the ICC prohibit and will not tolerate discrimination against or harassment of individuals due to physical or mental disabilities. In accordance with the Americans with Disabilities Act, the Fair Housing Act, and the Michigan Persons with Disabilities Civil Rights Act, all ICC houses shall be open to members with physical or mental disabilities. Furthermore, it is ICC policy that, whenever possible, reasonable accommodation will be made to ensure that members with disabilities have the resources and support necessary to allow for full participation in the ICC community.

8.72 **THE ICC DEFINES A PERSON WITH A DISABILITY, IN ACCORDANCE WITH FEDERAL AND STATE GUIDELINES, AS SOMEONE THAT:**

- a) Has a physical impairment, developmental delays, or mental illness (including substance addictions), that substantially limits one or more of their life activities.
- b) Has a previous history of having any of the aforementioned impairments; or
- c) Is perceived by others to have any of the aforementioned impairments.

8.73 **REASONABLE ACCOMMODATION OF A DISABILITY MAY INCLUDE, BUT IS NOT LIMITED TO:**

- a) A change in ICC policy, procedures, or rules as long as the need for change is directly related to the disability.
- b) Modification of ICC houses and buildings to allow for greater accessibility.
- c) Any change that allows a person with a disability to have full access to ICC activities, public or community areas, or use of the facilities available to all house members.

8.74 **WHAT REASONABLE ACCOMMODATION DOES NOT INCLUDE:**

Modifications and changes do not mean allowing members with disabilities to violate the conditions of their ICC contract, and should not impose unreasonable financial costs or labor burden on house members. Uncooperative behavior by any ICC member, regardless of disability status, may serve as grounds for dismissal. However, disabilities or behaviors directly related to a disability shall not be grounds for dismissal in and of themselves. Physical disability, mental illness, developmental delays, or substance addictions should be considered as mitigating circumstances when taking disciplinary action against a member.

8.75 PROCEDURE FOR HANDLING UNCOOPERATIVE BEHAVIORS OR COMPLAINTS IN RELATION TO MEMBERS WITH DISABILITIES:

- a) Speak directly with the member about the behaviors that are of concern. The member may request accommodations due to their disability, but the ICC staff, officers, or other members cannot directly ask the member to request accommodation or require them to divulge information about the nature of their disability as a condition of accommodation.
- b) Provide further resources to the member such as contacting member of their support network, referring them to University or community resources, or referring them to ICC staff for further support. All ICC members have a right to privacy and confidentiality regarding their disabilities. Contact with outside resources should only occur with the permission of the member or after consultations with the appropriate ICC committee unless the member is an immediate risk to self or others (refer to risk chart in front of Living Well Resource Manual).
- c) Members with disabilities should be allowed an appropriate level of opportunity to alter their behaviors or seek out necessary resources/assistance before the house proceeds with disciplinary action. ICC staff or officers may assist the member by laying out conditions that they must follow in order to avoid referral or expulsion. House officers and members may consult with the ICC Living Well Team at any time for assistance with accommodation of members with disabilities.

8.76 THE LIVING WELL RESOURCE TEAM STATEMENT OF CONTINUOUS EDUCATION:

The ICC is committed to continuous education of our membership in relation to physical and developmental disabilities, mental illness, and substance addictions. Various education opportunities will be provided for all members to help them better understand the rights and needs of individuals with disabilities. Educational activities may take many forms including, workshops, Board and house officer training, informational pamphlets, etc.

8.77 THE WHITNEY HOUSE FUND: The Whitney House Fund began with a generous donation from an organization that once housed people with developmental disabilities, and is for use in projects and activities that assist people with disabilities to live in the ICC.

- a) This money may be used for physical changes to buildings, for assistance in performing labor or participating in meetings, or for any project that the Living Well Team believes will assist ICC members with disabilities.
- b) Projects for use of Whitney House money shall come to the Living Well Team, which has the authority to approve projects and allocate money from the Fund.
- c) The ICC operating budget shall include a yearly contribution to the Whitney House Fund. The amount will be determined by each year's Board when they approve the budget.

8.8 PREVENTING A SPACE(S) FROM BEING FILLED: (103/03)

8.81 At the beginning of each contract period, if a house has any less-than-full rooms (such as a double-occupancy room occupied by only one person), then the president of the house must provide the ICC office with information about how rooms will be filled. The order in which the rooms are to be filled is decided by the house by whatever method they deem appropriate. (103/03)

8.82 Members living in less-than-full rooms are responsible for keeping their room open and inviting to prospective members. Specifically:

- a) The room must be sanitary and presentable in accordance with current city ordinances.
- b) The prospective member must not be discouraged from signing a contract.
- c) The proper number of beds must be kept in the room at all times (for instance, a double room should have two beds at all times.)
- d) The member must agree to allow the room to be shown to prospective members at any time, without notice.

- e) The current occupant(s) of the room must be able to move into a different room or, in the case of agreeable sex/genders, accept the prospective member as a roommate within 24 hours.
- 8.83 If the prospective member notifies the ICC office team that they have decided not to sign a contract because of a violation of one of the above stipulations, then the house shall be responsible for paying the ICC charges that the new member would have paid until such time as the room is filled.
- 8.84 Alleged violations of 8.82(b) shall be evaluated by the Membership Committee. All other violations shall be evaluated by the Development Committee.
- 8.85 Appeals of fines for alleged violations shall be brought to the Board of Directors.
- 8.86 Half-filled doubles: A half-filled double is defined as a room designated as a double in which only one occupant is present. At no time should there be more than one half-filled double per house. This clause is not applicable in the case of two half-filled doubles representing opposite sex house members. In such a case, two half-filled doubles are permissible.

8.9 HOUSE PROBATIONARY STATUS FOR MEMBERSHIP: This proposal is an interpretation of bylaw 6.2 which states, "The government and administration of the several co-ops shall be left to the members of the respective co-ops insofar as their actions do not jeopardize the interests of the membership as a whole or the interests of other co-ops." House Probationary Status establishes guidelines and criteria for when and how the Membership Committee/Membership Chair shall be empowered to interfere in the internal operations of a house. In other words, these are guidelines and criteria under which the Membership Committee believes must be taken in the interest of the ICC as a whole. Any member(s) can request that the Membership Committee consider House Probationary Status for a house. The ICC Board of Directors may also make such a request. (66/97)(66/98)

- 8.91 **ASSISTANCE WILL BE AT THE DISCRETION OF THE MEMBERSHIP COMMITTEE.** When considering placing a house on House Probationary Status for Membership, a warning letter will be sent to the House President(s) and any other necessary officer or member informing them that the Membership Committee is contemplating House Probationary Status for their house. After giving the house due notice, the Membership Committee will hold an open forum at that house in order to discuss the situation and work with the members to find solutions. After the discussion has concluded, the Membership Committee will meet in private and shall consense on the appropriate course of action. Members will be informed that any decision may be appealed to the Board of Directors.

In order to decide to intervene, the Membership Committee shall consider the following criteria:

- a) If a house falls below 75% minimum capacity during a contract period or if, by March 1st, the house is less than 25% full for the following Fall.
 - b) If all officer positions are not filled; or officers are significantly neglecting their job responsibilities.
 - c) If sanitation and/or maintenance is being neglected.
 - d) Other issues or concerns that are brought to the attention of the Membership
- 8.92 **EFFECTS WHEN ASSISTANCE IS REQUIRED:** After enacting House Probationary Status, the Membership will not be limited to:
 - a) Hiring a house manager
 - b) Hiring a person/persons to come into the house to clean
 - c) Membership Committee could approve new members
 - d) Making house improvements and/or maintenance improvements without the consent of the house shall be referred to the maintenance committee. This could include approving special work-crew projects for the summer, buying new furniture, painting or fixing things around the house, disposing of unsightly furniture or trash.
 - e) Require houses to participate in educational or sanitation workshops. In certain cases, such as cleaning the house, The Membership Committee could have the power to bill the house. However, a house manager would be paid for by the entire ICC.
 - f) Place members on referral by consensus.

8.93 CONDITIONS WHEN ASSISTANCE IS NO LONGER NEEDED:

- a) By majority of the Membership Committee that a long term solution to the problem has been established and which the House shall be able to implement effectively, or
- b) Through a Board passed proposal.

8.10 EMERGENCY OPERATIONS (55-94) (72*73*84/96)

8.101 In case of emergency, the General Manager or ICC President calls the Emergency House Operations Team (EHOT) made up of the General Manager, ICC President, VP Membership, ICC Treasurer and if necessary, one other appropriate person. Examples of emergencies include, but are not limited, to sexual harassment of a member or members, threats or acts of physical violence, destruction of co-op property and gross violations of health codes. Emergencies include problems which houses cannot or will not address, and which endanger the well being of ICC members. Any member may request that the General Manager or the ICC President activate EHOT. Information about the Emergency House Operations Team shall be posted in a prominent place in each house.

8.102 The Team shall consense to do the following in a constructive manner:

- A) Establish safety (i.e. call police),
- B) Offer emotional support,
- C) Gather information, and/or
- D) Provide legal or other information.

In addition, the Team has the power to:

- A) Where appropriate, move a member to another house within the ICC. In these cases, the ICC will pay the member's house charges at their old house until or unless they are released or replaced.
- B) Release a member from their contract.
- C) Call an emergency house meeting.
- D) Call an emergency Board of Directors meeting to approve further action if necessary.

8.11 IN THE CASE OF A SPRING/SUMMER HOUSE SHUTDOWN:

8.111: If a house is reopened during Spring/Summer, than the Membership Committee shall make a good faith effort to inform members who signed for the previous or upcoming semester, and that process shall begin two weeks before others can sign contracts or waitlists begin. (13/01-02)

Chapter 9 APARTMENT SPECIFIC RULES

9.1 RULE PRECEDENCE

- 9.11 **CONFLICTS WITH OTHER STANDING RULES:** Where these rules come into conflict with other standing rules, these standing rules shall take precedence for all apartments within the ICC. Generally, though, these rules are intended to supplement the other membership rules; if not in conflict with this section, the other membership rules are applicable to ICC apartment houses.

9.2 ACCEPTANCE AND AVAILABILITY

- 9.21 **MINORS:** Minors who are not college students shall be prohibited from living in ICC apartments.
- 9.22 **SQUATTER'S RIGHTS:**
- 9.221 Residents have squatter's rights on specific apartments for up to three years. To exercise squatter's rights, members must have lived in an ICC apartment for at least the previous Fall and Winter term. Non-students must be voted into the house each year.
- 9.222 Current residents of an apartment shall have priority over all other to continue in their present apartment. This includes any members who have more seniority.
- 9.23 **APARTMENT-MATES:** Current residents may fill spaces in their multiple occupancy apartments as they wish, provided they first make a good faith effort to fill those spaces with current or former NASCO members, except in the case of sub-letting (see section 9.6).
- 9.24 **HOMESTEAD RESERVATION:** Current apartment house members may homestead for their apartment or for any apartment in the house provided that the current resident(s) is(are) vacating the apartment.
- 9.25 **SENIORITY:** Prior to the Homestead Deadline, prospective members shall be put on a waiting list. When the Homestead Deadline expires, prospective members on the waiting list shall pick apartments according to seniority.
- 9.251 Seniority shall be determined by the following categories:
- A) Current ICC members who are students
 - B) Current ICC members who are not students and former ICC members who are students
 - C) Former ICC members who are not students
 - D) Other NASCO members who are students
 - E) Other NACSO members who are not students
 - F) Applicants with no co-op experience
- (Students' shall be defined according to SR 4.141)
- 9.252 In each category seniority shall be determined by the number of terms they have lived in the ICC. Spring and Summer counting as 1/2 term each. In the case where ICC member have exactly the same priority ranking, preference shall be given to the person who applied first.
- 9.253 In the event that the prospective members wishes to reside in another ICC house if they do not receive an apartment their space shall be held in one house for up to two weeks past the homestead deadline.
- 9.254 After all people on the waiting list have been given an opportunity to sign a contract any remaining apartments shall be available on a first come first serve basis.

9.3 MID-CONTRACT VACANCIES WITHIN AN APARTMENT

- 9.31 **LIABILITY FOR CHARGES:** All members shall sign a "joint and several clause" within the lease for their apartment, and hence each member shall be responsible for the ICC charges for the apartment if for any reason part of it should become vacant. The only exception to this is in the case of ICC charges in an expulsion (see Chapter 6).
- 9.32 **FILLING THE VACANCY:** Mid-contract vacancies shall be filled in the same manner as all other vacancies (see section 9.2).

9.4 CHARGES:

The Board, as part of the budgeting process, shall set ICC charge percentage amounts for each apartment. The ICC shall choose the sum of ICC charges for the house such that the apartment rates are about the same percentage below market rate than Central Campus Fall/Winter doubles. Individual apartment charges will be determined by the apartment percentage times the total ICC Charges. The house will then add on house charges where appropriate. (12/94)

9.5 CONTRACT TERMS AND REQUIREMENTS

- 9.51 **CONTRACT PERIODS:** All apartment contracts shall run for twelve months.
- 9.52 **MAXIMUM TENURE:** No member shall be permitted to sign a contract for a particular apartment house for more than three consecutive years, unless the house is not full by April 15. Exceptions can be made by a decision of the membership committee for students who have to finish their study (only one-year extensions). (29/99)

9.6 SUB-LEASES:

9.61 DEFINITIONS:

- 9.611 **Sub-Lessor:** a current member offering their apartment or spot in an apartment for sub-lease for a period of time no greater than four months.
- 9.612 **Sub-Lessee:** any person who occupies the apartment of a member of a house as a short-term member.
- 9.613 **Sub-Lease:** a short-term membership agreement that allows a sub-lessee to occupy an apartment in that house for a period of time no greater than four months.

9.62 ACCEPTANCE AND SUB-LESSOR RESPONSIBILITIES

- 9.621 Sub-lessees shall sign sub-leases for the period of their occupancy, and pay charges directly to the house treasurer, but the sub-lessors shall remain primarily liable for the full charges on their leases, including any special assessments levied on the membership. The sub-lessors' apartment deposits and member shares shall be left with the ICC until their original contracts expire.
- 9.622 Sub-leases shall not be made for any period of time longer than four months.
- 9.623 Sub-lessors shall be responsible for any additional debts incurred by the sub-lessees to the house as if the sub-lessors had done the things or contracted the debts. However, the house shall make every reasonable effort to collect such sums from the sub-lessees.
- 9.624 The voting rights of the sub-lessor shall be suspended for the period of the sub-lease that the sub-lessee pays the charges due. The sub-lessor shall not be counted in the quorum necessary for a house action.

9.625 If the sub-lessee abandons the apartment or is expelled, then the sub-lessor shall re-assume voting rights from the date of the abandonment or expulsion.

9.63 SUB-LESSEE RIGHTS AND RESPONSIBILITIES:

9.631 The sub-lessee shall have all the rights and responsibilities of other members, including the right to hold office and vote on all motions.

9.632 The sub-lessee has no right to extend the sub-lease.

9.633 The sub-lessee shall be counted towards quorum necessary for a house action.

9.64 SUB-LESSEE OBLIGATIONS: The sub-lessee shall:

A) Sign a short-term membership agreement and pay a short-term membership fee of \$25.

B) Pay all charges and assessments promptly and directly to the house treasurer.

C) Shall deposit, if requested by a majority of the house, a charges pre-payment with the house treasurer, in an amount to be determined by a vote of the house, but not to exceed the amount of the sub-lessee's full charge liability for the duration of the sub-lease.

(58/03)

9.7 DOGS

Dogs will be allowed in apartments under the following conditions:

A) Each dog shall have one owner

B) There will be a maximum of one dog per apartment

C) Each dog will be fully inoculated and fed indoors

D) Owners shall be responsible for any and all damages done by the dog to the house. The house shall be responsible for monitoring the condition of the apartment before and after the dog.

E) At no time shall the dog be off leash in any interior house common space

F) Before getting a dog the owner shall be required to put down a \$75 damage deposit at the ICC

G) The owner of the dog shall purchase a renter's insurance policy with a liability clause that covers the dog. The ICC shall verify proof of insurance

H) All dogs must be approved by the house on an individual basis

I) If the dog becomes a problem with consideration to damage, noise, violent or aggressive behavior, etc. the ICC or the house has the right to require the dog to leave.

Chapter 10 EDUCATION and SCHOLARSHIPS

10.1 PURPOSES: THE PURPOSES OF EDUCATION IN THE ICC AND THUS THE GOALS OF THE EDUCATION COMMITTEE (AS ADOPTED BY THE BOARD IN JUNE OF 1975) ARE TO PROMOTE OR GIVE:

- A) **A General Understanding of Our Co-op:** This would include information about the general characteristics of cooperatives as well as specific details about our co-op's purpose, structure, and operations.
- B) **Information to Facilitate Operations and Decisions:** In our case, this information would include technical data relevant to house, committee, and board decisions and past experience that might be useful in coping with periodically recurring problems. Ideally, education would provide us with better resources to solve everyday immediate problems as well as more complex, long term issues.
- C) **Analysis and Observations that will Stimulate Thought:** Education would mean generating new ideas and proposals to encourage consideration of current and long term issues relevant to the co-op.
- D) **A Sense of Spirit and Pride:** The co-op's accomplishments and mission should be conveyed to all members.
- E) **A Sense of History and Tradition:** To counter the feeling of "What's the use?" or "Who cares?" that often accompanies a short stay, the co-op would try to give its members a feeling of connection to the past and a responsibility towards the future by passing along the history of the organization.
- F) **An Awareness of the Larger Co-op Movement:** Members would be told about other local area co-ops and the network of national and international cooperatives.

10.2 RESPONSIBILITY FOR EDUCATIONAL PROGRAMMING (50/97)

10.21 The Education Committee shall be responsible for the development and implementation of programs in keeping with the purposes outlined above. It shall provide assistance to the houses and House Presidents [Education Officers] in developing and implementing programs in keeping with these purposes and other community building activities which promote member understanding of cooperatives and cooperation. Houses may elect to create an additional position (officer or house labor) to act as a liaison with the Education Committee.

10.22 The House President (or designated house members) shall act as a liaison with the ICC Education Committee and staff to carry out programs and trainings organized at any level.

10.23 **ICC Staff:** The ICC staff shall provide assistance to the Education Committee and the houses in developing and implementing programs to meet the educational goals of the ICC, with specific duties assigned by the General Manager. General responsibilities shall include:

10.231 Enhancing the ability of the ICC members to govern and direct their cooperative organization.

10.232 Encouraging co-op members and the local community to employ principles and techniques of cooperation.

10.233 Specific educational activities in which the staff members are expected to play a proactive role are:

- A) Organizing and coordinating training programs for ICC and house officers.
- B) Advising committees including the education committees.
- C) Planning and assisting on special projects, including but not limited to, referenda, annual meeting, conferences, exchanges, lectures, and the Alumni Cooperator.
- D) Aiding in writing and updating co-op literature including new member pamphlets, member handbooks, training manuals, newsletters, program publicity and so on.
- E) Acting as a liaison between ICC and other co-ops, such as SBA and NASCO, and agencies, the University and City.

10.3 EDUCATION CENTER:

10.31 **LOCATION and NAME:** The building at 1522 Hill Street shall be used as the ICC Education Center. The Education Center is dedicated to and named in honor of Moses Coady and Paolo Freire. The name shall be The Moses Coady/Paolo Freire Center for Cooperative Education.(2/86)

A) **Jurisdiction:** The Education Center shall be considered common property of the ICC. The ICC shall be responsible for maintenance and utility costs of this common property. The common property shall include three designated and labeled parking spaces next to the building. All other surrounding property shall be considered Luther House.

B) **Guidelines and Policies:** The Education Committee will be responsible for developing, maintaining, evaluating and, if necessary, revising policies regarding the use and care of the Moses Coady/Paolo Friere Education Center. (Current Guidelines are in an Appendix) (1/95)

10.4 **COOPERATOR IN RESIDENCE PROGRAM:** As resources and interests permit, the ICC establishes a "Cooperator in Residence (CIR)" program. The CIR will room and board at an ICC house. The General Manager (GM) will consult with houses to determine the most suitable location for the CIR. The CIR's place of residence will be at the discretion of the GM, however, the GM must obtain consent of the selected house. If the CIR is in residence during the S/S terms, it is recommended that the CIR room and board at the same house as the summer interns.(26/91)

10.41 **BENEFITS:** The person(s) will receive free room and board from the ICC, plus money for travel expenses and an honorarium, and will have space in the Education Center for study and writing.

10.42 **EXPECTATIONS:** The person(s) will be expected to present an informal program and/or eat dinner at a different co-op once or twice a week, as well as occasional community-wide programs, using the Education Center or other facilities. He/She/They would also be available during designated hours each week to talk on an individual basis with interested members.

10.5 ORIENTATION and training (53*53/91)(93/01-02)

10.51 **ORIENTATION:** Orientation will be provided for all incoming members - as it is stated in their Membership Agreement and Contract. An orientation program is to include background on cooperative philosophy, history (of the ICC and/or the cooperative movement as a whole) and coverage of their rights and responsibilities as co-owners and co-cooperators of a student housing coop.

10.52 **ATTENDANCE = WORK:** Attendance for Orientation will be monitored by Ed Com and reported to CoCo. Attendance at orientations is considered required work for the house and is a contractual obligation. New members shall be fined by Coco and/or asked to make up the missed session.

10.53 **ICC-WIDE ORIENTATION PROGRAMS:** The Education Committee will be responsible for ICC-wide Orientation programs for officers (and members as needed). Each Orientation should take place at the start of each term.

10.54 **IN-HOUSE ORIENTATION PROGRAMS:** Given the scarcity of members who sign starting in Winter Term or mid-term, these orientations will be handled at the house level at the start of the contract period. The Education Committee will be responsible for a packet that will go out to the house presidents to help them organize, or to help them to help someone else organize, an Orientation for newly signed members.

10.55 **INTRODUCTORY INFORMATION:** Before people sign the Membership Agreement and Contract they shall be given a House Profile sheet and a pamphlet which offers a brief summary of cooperative philosophy and an outline of what their rights and responsibilities would be if they chose to sign. This pamphlet shall be written with no small measure of eloquence and approved by the Education Committee.

- 10.56 **BOARD TRAINING** (93/01-02): Each year, all members of the Board of Directors shall attend one leadership and training retreat in the April/May before his/her term begins. This retreat, planned by the Education Committee with input from the Coordinating Committee and Staff, shall emphasize teamwork, cooperation, problem solving, Board roles, duties and responsibilities, goal setting and planning, and anything else deemed necessary. It is suggested that this training be held off-site for maximum effectiveness.

10.561 In circumstances which prevent that elected Board of Director member from attending the spring retreat, said member must be excused by the ICC president, else face a fine, per office labor policy, not to exceed \$300. Subsequent training will be provided by the Coordinating Committee and the Education Committee.

10.6 SCHOLARSHIP PROGRAM

- 10.61 **PURPOSE:** The Purpose of the ICC Scholarship Fund is to provide scholarships for students who need financial aid to continue school.
- 10.62 **ELIGIBILITY:** A student is defined as a person enrolled at least 3/4 time in an institution of higher learning, as defined by that institution. Students **must** be enrolled in both Fall and Winter terms or be graduating in December to be eligible for ICC scholarships.(16/91)
- 10.63 **The sources for the fund shall be specified** gifts, proceeds from concerts, a yearly appropriation from the ICC budget, other monies specifically designated to the fund **by the Board of Directors** and fundraising efforts of the Committee.
- 10.64 **The Board delegates its power to control and administer the ICC Scholarship Fund to the Education Committee, which will be appointed by the Board.** The Vice President for Education shall be responsible for:
- A) publicizing the fund,
 - B) collecting applications,
 - C) reviewing each application, and
 - D) informing each applicant of the decision of the committee regarding his/her request.
- 10.65 **The scholarships shall take the form of grants** given to persons living in the ICC. These grants shall take the form of reduced room and board rates. A person need not be living in the ICC when she/he applies, but aid will not be given until occupancy begins. No loans shall be made from the Fund, nor shall any aid be dispersed in the form of cash.
- 10.66 **Any student may apply** for a scholarship by completing the application form.
- 10.67 **Financial need will be determined** by the difference between the applicants' disposable income and the applicants' liabilities. Total need of all applicants will be determined by summing the individual needs. The percentage of the total need will be determined by personal need divided by aggregate need. This percentage will be multiplied by the total available funds for that term to determine the individual stipend. In no case shall individual awards exceed the limitations set forth in paragraph 10.7A.
- 10.68 **The committee shall consult** the University Financial Aid Office or ICC house officers at their discretion in determining the financial status of applicants.
- 10.69 **The committee shall appropriate funds** to members demonstrating need. All members shall be subjected to uniform and even standards determining need. Need shall be the sole criterion for award decisions. No more than the budgeted amount shall be awarded in any year.
- 10.6A **Each ICC Scholarship cycle**, the committee may give out a maximum of the yearly budget appropriation plus 5% of the market value of the scholarship fund balance as of May 1st of the current fiscal year. This limit does not include donor restricted funds that are targeted or have other

restrictions on the donation. In these cases, the donor restrictions must be honored (including expending the principal). (102/97)

10.7 Publications (15/05)

10.71 **The Weekly Reporter:** The weekly co-op reporter shall contain a list of all meetings within the ICC to be held in the coming week, as well as other items of interest submitted.

A) **Other Items of Interest:** All non-ICC announcements will be distinctly set off from ICC announcements. Each non-ICC announcement will be followed by the name of the member who submitted it.

10.72 **The Cooperator:** As resources and interest permits, the ICC shall provide for a magazine. This magazine is a medium through which members may discuss, inform, educate, express, challenge and entertain. Annually at the minimum, two Cooperators shall be created, The Alumni Cooperator (Fall Term) and the Summer Cooperator (Summer Term) under the supervision of the Director of Education.

10.73 All publications shall also be made available online via the ICC website.

Chapter 11 PERSONNEL POLICIES

11.0 GENERAL MANAGER (GM): The GM shall directly supervise the Administrative Staff Members and regularly report personnel concerns to the Coordinating Committee. The GM shall train, supervise, and evaluate all administrative employees and the GM shall serve official notice to any permanent administrative employee that the GM decides to hire.

11.1 PLANNING AND OBJECTIVES (30/92)

(Note: See Coordinating Committee Policy for updated planning time frames.)

11.11 ANNUAL PLANNING RETREAT: The board and staff shall participate in a planning retreat in early Fall to:

- A) Review and evaluate planning and implementation (for the year ending August)
- B) Review and analyze organizational and operational problems
- C) Develop goals and strategies to address these problems

11.12 STAFF PLANNING AND OBJECTIVES: Subsequent to the fall planning retreat, staff shall develop action plans and objectives for implementing the goals and strategies identified by the board and committees for the next year. They shall be given to the Coordinating Committee and other relevant committees.

11.13 REPORTING: The General Manager shall prepare a report at the end of each term for the Board of Directors on staff progress towards goals.

11.2 REVIEWS: In addition to the ongoing analysis of operations by staff, and the Coordinating Committee, the following reviews will be done.

(Note: See Coordinating Committee Policy for updated planning time frames.)

11.21 STAFF ORGANIZATIONAL REVIEW:

An annual review shall be prepared by staff in late summer. This review shall include:

- A) A review of activities and programs in relation to the goals of the organization
- B) A review of how staff activity relates to goals, programs and activities
- C) A statistical review of all systems, based on Key Performance indicators
- D) An examination of systems, including job descriptions, work environment, etc.

11.22 REVIEW FOR NEWLY HIRED EMPLOYEES: For a newly hired administrative employee (except for the GM), the review procedure provides for a systematic observation by the GM of the employee's adjustment to the job in consultation with the Coordinating Committee. The review will delineate expectations and evaluate the employee's ability to meet these expectations. It will also provide an opportunity for the employee and the General Manager to review and improve various aspects of the position. The review will take place within the probationary period. (12/00)

11.3 GENERAL:

11.31 THE UNIFORM WORKING CONDITIONS CONTRACT (UWCC): The ICC staff operates under a Uniform Working Conditions Contract between the ICC and its employees dated March 21, 1973, and all subsequent approved amendments. (See attached other info section)

11.32 STAFF SALARIES:

11.321 The General Manager will submit an itemized budget for staff every year as part of the report on staffing outlined in sec 11.411 below. The GM should justify any increases in this budget. The Board of Directors may take issue with the overall size of the staff budget, the salary of the General Manager or the duties and necessity of any staff position, but it is not the Board's role to determine individual staff salaries. This is the prerogative of the GM. (49/92)

11.322 The General Manager will have discretion over the distribution of bonus money, after consulting with the Finance Committee to see if funds can be spared. The Coordination Committee will have discretion to spend money up to 1% of the GM's salary, out of contingency funds, for bonuses to the GM.

11.33 **SPONSORED TRIPS:** Any ICC member or staff person whose attendance at a conference is sponsored in whole or in part by ICC funds must submit either a written or oral report to the Board of Directors, after attending. (13/00)

11.4 DEPARTMENTS: Employees of the ICC shall be divided into three departments: Administrative, House Operations and Special Projects.

11.41 **ADMINISTRATIVE DEPARTMENT:** The Administrative Department shall include the General Manager and other full-time and part-time staff hired for administration, maintenance and other corporate functions. This department administers the daily business of the ICC, under policies established by the Board. (41/92)

11.411 Once a year the GM shall submit to the Coordinating Committee a staffing plan of permanent full and part time staffing positions that s/he feels are necessary for the efficient administration of ICC affairs. This plan will include a job description and salary range for each staff position. Once the GM and Coordinating Committee have reached agreement on a staffing plan it will be given to the Finance Committee to review. The Finance Committee will examine the plan with regard to its impact on the ICC budget, and give a recommendation to the Board of Directors as to its financial merit. The BOD must approve the staffing plan, making any adjustments it feels necessary, at least one Board Meeting before a complete budget proposal is presented to the BOD. **Note:** discussions on staffing as related to the goals and plans of the ICC should begin at the annual Fall Planning Retreat. (49/92)

11.412 Administrative employees shall attend any ICC committee meetings that fall into their province of activity and as specified in their job description. (49/92)

11.413 All permanent staff shall attend at least three Board Meetings per year: once in each of the fall and winter contract periods and once in either of the spring or summer periods. At these times staff shall give reports on their activities and take questions from the BOD. (This can take place within the context of committee reports). (49/92)

11.414 All temporary staff, work-study employees and intern positions shall be created by the GM in consultation with the appropriate committee. Permanent staff shall have input into the hiring of any temporary staff who will be working within their sphere of activity (i.e. working under them). The BOD shall review these positions within the context of its annual budget approval duties (temporary staffing should also be considered at the annual Fall Planning Retreat, as an adjunct to permanent staffing. as noted in 11.411 above). (49/92)

11.42 **HOUSE OPERATIONS:** Houses may hire staff at their discretion for work within the house provided that: (40/91)

- A) The house hiring the staff member shall be billed for all related costs, including but not restricted to salary, health insurance and other benefits, payroll taxes, etc.
- B) The contract may be negotiated by the house but shall be with the ICC and shall be reviewed by the GM for legality before signing by him/her for the corporation
- C) The staff hired for the House Operations Department shall not be covered by the provisions of the Uniform Working Conditions Contract of the Administrative Department, and
- D) Staff shall be evaluated by the house; the house may fire the employee only with the concurrence of the General Manager, who shall review the action for legal ramifications.

11.43 **SPECIAL PROJECTS:** The Board may authorize committees or the Administrative staff to hire people to carry out special projects and activities. Such employees shall be supervised directly by the Board or by the staff member who hired them. In the absence of any specific provisions to the

contrary, these employees shall work under the supervision of the General Manager and their salaries shall be paid from the administrative department.

11.44 **ACCOUNTABILITY:** A part time person employed by two or more departments concurrently, is independently accountable to each department. Each department may hire, fire, and set wages independently.

11.45 **RESPONSIBILITY FOR OFFICER TRAINING:** It is important that committee members and old house officers be involved in the semi-annual training for house officers. However, successful officer training can be necessary for staff to achieve their objectives. Therefore, committees responsible for house officer training should work closely with staff to insure adequate training.

11.5 GENERAL MANAGER EVALUATION PROCEDURES (99/03)

11.51 **GENERAL:** The purpose of the GM evaluation is twofold:

1. To determine the progress being made by the ICC on its goals and objectives, and how that progress can be improved. The value of the GM's work can be seen by how well the ICC is succeeding as an organization.
2. To evaluate the performance of the GM in order to give feedback that will assist her/him in doing the best possible job for the ICC.

Many factors must be taken into account to conduct a useful evaluation:

- Long and short term organizational goals;
- Internal and external factors affecting GM's ability to do her/his job;
- The GM's skills, knowledge, commitment, strengths, and areas needing improvement;
- The GM's success in fulfilling her/his job description;
- The work of the staff as a whole; and
- The board, committees' and members' part in the ICC's success.

An evaluation must be conducted respectfully, fairly and constructively. It is used as a means to inform the GM of his/her perceived performance and to problem-solve system deficiencies. It is also a formal avenue to give the GM information about job expectations performance, and to strengthen communication between the GM and members.

11.52 FORMAL EVALUATION PROCEDURES

11.521 The ICC President with the Coordinating Committee is responsible for the evaluation process. Prior to beginning the evaluation process, the President shall arrange for training for the Coordinating Committee in conducting evaluations, so they will have the skills necessary to conduct a good evaluation.

11.522 The formal evaluation process of the GM shall take place annually during winter term. The ICC President shall announce the start of the information gathering process at a Board of Directors meeting.

11.523 Evaluations of the GM shall be solicited from the following persons:

- A) General Manager
- B) Members of Staff
- C) Coordinating Committee members
- D) All voting members of Board of Directors
- E) Interested members at large.

11.524 A) A written evaluation form shall be prepared by the Coordinating Committee with input from the GM. If conflicts arise, a knowledgeable person outside the ICC shall be consulted. All persons evaluating the GM shall use this form.

B) Coco shall be responsible for an educational presentation to the Board prior to the

distribution of the GM evaluation form.

- 11.525 Completed evaluation forms shall be used by Coco as information to prepare a written evaluation report, which will summarize the results of the evaluation and include any recommendations for change. The goal of the report is to commend positive performance and create motivation for improvements. (Specific ratings or statements from evaluation forms should be included only if they further this goal.)
- 11.526 The completed evaluation report shall be given to the GM during an evaluation meeting with the ICC President and one or more other Coordinating Committee members. The purpose of the meeting is both to convey information and to strengthen the working relationship between the GM and ICC members and governing bodies.
- 11.527 The GM shall have one week to respond to the evaluation report. Coco may choose to amend the report based on the GM's feedback.
- 11.528 Coco will submit its evaluation report to the Board of Directors at the meeting following its completion. The Board may accept the report by an 85% vote of voting board members. If the Board does not accept the report, it will return to the Coordinating Committee for revision prior to returning for Board acceptance, and outside assistance from someone with experience in personnel matters should be considered.
- 11.529 All supporting documents pertaining to the evaluation shall be treated as confidential and available only to the GM, members of the Coordinating Committee and to the Board of Directors upon request.

11.53 FORMAL EVALUATION FOLLOW-UP PROCEDURES

- 11.531 After the formal evaluation described in 11.52 is completed, the GM and Coordinating Committee shall discuss the evaluation process and recommend changes or improvements for the next Coco. Coco may also make changes in the GM's job description at this time.
- 11.532 To facilitate continuous improvement and good working relationships, the ICC President and GM will meet regularly (at least monthly) to discuss progress toward ICC goals and areas needing attention and/or improvement.

11.6 HIRING (Administrative Department) (27/99)

- 11.61 **HIRING THE GENERAL MANAGER:** When the ICC receives notice that the General Manager intends to resign, or when the position becomes available, the Coordination Committee will call a meeting and ask all concerned staff and Board members to discuss changes to be made in the job description and to suggest criteria to be used in selecting a new employee. Following this meeting, a hiring committee will be set up by the Board. This committee should have representation of the staff, the Coordinating Committee and Board members. The committee will be responsible for setting up a timeline for hiring and advertising the position in appropriate places. The committee will screen the resumes and select (if possible) at least five candidates for interview. The hiring committee will also determine a process for interviewing the candidates. It is recommended that the top two or three candidates be interviewed by both the staff and the Board, separately. The input of the staff and the Board should then be presented to the hiring committee and will be factored into the hiring committee's recommendation to the Board as to who should be hired. The hiring committee may present more than one candidate. The final decision will be solely the responsibility and prerogative of the Board of Directors.
- 11.62 **HIRING OTHER EMPLOYEES:** When the General Manager receives notice that an employee intends to resign, or when the position becomes available, the General Manager will call a meeting with the appropriate staff and at least three Board members and/or other concerned members to discuss changes to be made in the job description and to suggest criteria to be used

in selecting a new employee. From this group, a hiring committee will be formed. The General Manager will be responsible for setting up a timeline for hiring and for advertising the position in appropriate places. The hiring committee will screen the resumes and select (if possible) at least five candidates to interview. The hiring committee will meet before the interviewing process begin, in order to consense or priorities in hiring, desired qualifications, and format for the interviews. The committee will interview the candidates and the hiring committee will make a recommendation to the General Manager as to who should be hired. The final decision will be solely the responsibility and prerogative of the General Manager.

11.7 TERMINATION (Administrative Department)

- 11.71 **ADMINISTRATIVE STAFF:** The GM supervises the administrative staff. Poor job performance shall be reported to GM by any concerned individual. The GM shall report poor performance to the Coordinating Committee as specified in 11.13. The GM will work with the employee to make improvements. If the employee does not make satisfactory improvement after a reasonable interval, the GM will consult with the Coordinating Committee and terminate employment giving proper notice (see UWCC).
- 11.72 **GENERAL MANAGER:** The Coordinating Committee shall monitor the work of the GM as specified in section 11.0, receiving complaints and suggestions for improvement. Unsatisfactory performance over time shall result in a recommendation from the Coordinating Committee to the Board for termination of the GM.

11.8 OFFICE LABOR CONTRIBUTION: (9/8/86)(31/01-02)

- 11.81 **STATUS AS EMPLOYEES:** Members assigned to office labor are not employees of the ICC but rather they are members fulfilling their house work commitment through service at the ICC level.
- 11.82 **OFFICE LABOR APPOINTMENTS:** Administrative staff shall administer office labor, but ultimate control rests with the Coordinating Committee, who may change any aspect of the program. All positions must be openly advertised and any member may apply.
- 11.83 **OFFICE LABOR ASSESSMENT:** The ICC houses shall be assessed labor credit time for ICC work at the rate of 1 hour per week for every 3 rooming members in the house during the Fall/Winter term, and 1 hour per week for every 4 rooming members in the house during the Spring/Summer term, rounding to the nearest hour. In keeping with the spirit of proposal 17-90 which established the Committee Tithe, the General Manager should make every reasonable effort to ensure that the appointment of house labor to the various decision making positions be done in a manner so that as many houses as possible are represented in these positions. (Rule approved 8/II/85) (Amended 50/90) (See also 17/90) (57/96) (36/03)
- 11.84 **OFFICE LABOR FOR COMMITTEE MEMBERS:** Coordinating Committee members shall count for 4 hours/week of office labor towards their house. Other committee members may count for up to 4 hours/week of office labor towards their house, as determined by the Coordinating Committee. This shall not apply to house Board representatives.
- 11.85 **REPORTING ON HOUSE LABOR (19/01-02):** Office labor will be administered by the following procedure:
- 11.851 All communication regarding office labor will be sent to the following house officers:
 - A) President(s)
 - B) Work Manager
 - C) Treasurer
 - D) Interim Managers
 - 11.852 2 weeks before the semester begins, and the first week of the semester, a list will be sent (email or ICC mail) of

- A) hours required from each house;
 - B) positions open for office labor;
 - C) date(s) for required front desk training.
- 11.853 Hours required from each house are based on the number of signed contracts, and may change through a semester as members come or leave:
- A) The office may send out a new schedule from time to time
 - B) A house may contact the office about a change in required hours.
- 11.854 Houses will let the office know (email or phone) who is assigned to office labor.
- 11.855 Members assigned to office labor will contact the office (email, phone or stop by) to arrange their job and hours before or during the first week of the semester.
- 11.856 Office labor worker will begin work no later than the 2nd week of the semester. Fines will be assigned for missed work beginning that week.
- A) Fines are per Standing Rule 11.86.
 - B) Fines will be added to house charges by the Director of Financial Services, and will be figured into assessments/rebates at closing time.
 - C) Houses, if they choose, may pass fines on to specific members who have missed work
- 11.857 Office labor workers are responsible for reporting the hours they have worked to the GM. This can be done in several ways:
- A) Front desk staff report on chart in front desk area.
 - B) A book of time sheets sits behind the front desk and can be used to report hours worked.
 - C) Specific workers may have time sheets in other places.
 - D) Member working on committees or special projects may phone or email their hours to the GM.
 - E) Hours that are not reported will be considered not worked.
- 11.858 A weekly report will be sent to house officers stating how many hours were worked and/or missed by their office labor members.
- 11.859 Missed hours may be made up by arrangement with the appropriate person (i.e., Director of Member Services for front desk labor, chairs for committee work, etc.). Fines will be reduced when made-up hours are reported.
- 11.86 **FINES:** Houses of ICC members receiving house work credit for either office labor or committee meetings, not including house presidents, may be fined \$15.00 per hour for failure to complete assigned work or attend committee meetings. Houses may be fined this same amount for any hours which are due to the ICC but are not assigned. The General Manager shall be responsible for levying any such fines and the fines may be appealed to the Coordinating Committee. Houses may only appeal to the Board after losing at the Coordinating Committee level. Staff shall hire supplementary assistance as necessary to replace house labor hours not performed, and fines shall be levied as liquidated damages and put in an office labor fund. (18/01-02)
- 11.87 ICC Members receiving house labor are expected to participate fully and competently. Supervisors or committee chairs may remove the member at any time by notifying the GM and the house work manager. Committee members may appeal to the Coordinating Committee. If this happens, the house will be responsible for finding another suitable replacement.

Chapter 12 Grievance Procedures

12.1 GENERAL: This policy is designed to guide the ICC in handling interpersonal problems fairly, and respectfully, it will not necessarily lead to the resolution of interpersonal problems. ICC members and staff are encouraged to try to work problems out on a personal level, perhaps with the help of a mediator, before resorting to formal grievance procedures. ICC members and staff are advised that they have legal rights separate from this policy. Staff and members should consult a counselor, personal lawyer, university or government provided legal services to discuss their circumstances.

12.2 STAFF AGAINST A MEMBER:

12.21 Appropriate circumstances for a staff grievance against an individual member shall be defined as:

- A) A staff member feels they have suffered personal abuse, verbal, emotional or physical from an ICC Member.
- B) A staff member feels that an ICC Member conducts his or her self in a manner that disrupts the staff's working environment
- C) This is not a procedure for complaints about the competence of a Member's work or their behavior in the co-operative.

12.22 The staff person with a grievance shall write a written complaint and detailed explanation of the offensive event or events and submit a copy to the Coordinating Committee Chair. The submitter may request anonymity in the written statement, in which case the Chair will prepare a copy of the complaint which does not contain the submitter's name. The Coordinating Committee Chair will send a copy of the complaint to the accused Member along with a copy of the grievance procedures for staff against member and for member against staff. The accused member will be informed of the meeting date at which the grievance will be considered and will have the opportunity to give information and defend themselves at that meeting, in person or in writing.

12.23 In the event that the Coordinating Committee feels a staff complaint is valid they shall:

- A) First valid grievance: admonishment and warning to the member at fault. (exclusion from the office or an open hearing before the Board may be considered if the offence is very serious.)
- B) Second valid grievance: member shall be excluded from the office or other workspace and, if the offender is an officer, a request will be made by the coordinating committee to the offenders house that they be replaced.

12.24 In the event that there is a third grievance filed against a particular member, the Board of Directors shall hold an open hearing for expulsion, on the grounds of uncooperative behavior. If the grievance is determined valid, the member will be expelled. (See Bylaw 1.3)

12.3 MEMBER AGAINST STAFF OTHER THAN THE GENERAL MANAGER: The General Manager is responsible for the fair and equitable resolution of member problems with the staff. Complaints about the behavior of staff should be brought to the General Manager, who may set policy to deal with them. The General Manager will notify the complainer of action taken and include a copy of the grievance procedures for Member against General Manager. If members are dissatisfied with the response of the General Manager to a complaint, they may elect to file a grievance against the General Manager as per section 12.4.

12.4 MEMBER AGAINST THE GENERAL MANAGER:

12.41 Appropriate circumstances for a member grievance against the General Manager are defined as:

- A) a member feels they have suffered personal abuse, emotional, verbal or physical, from the General Manager.
- B) a member feels that a the General Manager conducts his or her self in a manner that disrupts the member's living or working environment .
- C) a member feels that the General Manager has not responded appropriately to a grievance against a staff member

Problems with ICC personal policies, other policies, or with staff performance should be directed to the Board of Directors, via a Board committee, as a proposal to change policy or staffing.

- 12.42 The member should submit a written grievance to the Coordinating Committee Chair. The submitter may request anonymity in the written statement, in which case the Chair will prepare a copy of the complaint which does not contain the submitter's name. The member should include a detailed description of the offensive event or events and (if the accused is not the General Manager) a description of any discussion with the General Manager about the complaint. The Coordinating Committee chair shall give the a copy of the grievance to the General Manager.
- 12.43 The Coordinating Committee shall hold a meeting(s) to discuss the grievance. At least four days notice should be given to the General Manager and the member who filed the complaint so that they may attend and give information about the problem in person. The two parties need not attend the same meeting. If the grievance is determined valid, the Coordinating Committee may:

First valid grievance:

- A) request action from the General Manager against the offending staff or
- B) give warning to the General Manager.
- C) call a meeting of the Board of Directors to consider termination of the General Manager if the complaint is very serious.

Second valid grievance:

- A) give warning to the General Manager. or
- B) call a meeting of the Board of Directors to consider termination.

- 12.44 If a third grievance is filed, then the Coordinating Committee shall call a meeting of the Board of Director to consider termination.

12.5 STAFF AGAINST OTHER STAFF: The General Manager is responsible for the fair and equitable resolution of problems among the staff. Complaints about the behavior of staff should be brought to the General Manager, who may set policy to deal with them. The General Manager will notify the complainer of action taken and include a copy of the grievance procedures for Staff against General Manager. If staff members are dissatisfied with the response of the General Manager to a complaint, they may elect to file a grievance against the General Manager as per section 14.6.

12.6 STAFF AGAINST GENERAL MANAGER:

- 12.61 Appropriate circumstances for a grievance against the General Manager shall be defined as follows:
- A) Staff person feels he/she has suffered personal, emotional, verbal or physical abuse.
 - B) Staff person feels that a behavior(s) of the General Manager disrupt his/her working environment.
 - C) Staff person wishes to appeal an evaluation or the termination of his or her employment.
 - D) Staff person is dissatisfied with the General Manager's response to his/her complaint about the behavior of other staff.

Problems with ICC policies are not grievances and should be brought to the Board of Directors, via a Board Committee, as a proposal to change those policies. Complaints about the General Manager's performance in areas not directly related items (c) and (d) above, do not constitute a grievance. Comments about his/her performance are solicited as part of the evaluation process for the General Manager.

- 12.62 Grievances against the General Manager should be submitted, in writing, to the Coordinating Committee Chair. The grievance should contain detailed information about the offensive events and any attempts to resolve the conflict. The submitter may request anonymity in the written

statement, in which case the Chair will prepare a copy of the complaint which does not contain the submitter's name. A copy of the grievance will be given to the General Manager.

- 12.63 The Coordinating Committee shall hold a meeting to discuss the grievance. Both the General Manager and the staff person who filed the grievance should be given four days notice of the meeting date so that they may attend, and give information about the problem in person. If the Coordinating Committee finds a grievance about the General Managers behavior to be valid, the committee may:

First valid grievance:

- A) request action from the General Manager against the offending staff or
- B) give warning to the General Manager.
- C) call a meeting of the Board of Directors to consider termination of the General Manager if the complaint is very serious.

Second valid grievance:

- A) give warning to the General Manager. or
- B) call a meeting of the Board of Directors to consider termination.

- 12.64 If a third grievance is filed, the Coordinating Committee shall call a meeting of the Board to discuss termination of the General Manager.

CHAPTER 13 ICC FINANCE (12/04)

13.1 DIVISION OF RESPONSIBILITY/POWERS

- 13.11 **FINANCE COMMITTEE:** The finance committee is charged with the care of ICC finances (see Chapter 2).
- 13.12 **REPORTS:** The ICC General Manager or other designated staff shall prepare and distribute by the 20th of each month a variance statement showing ICC's income, expenses and cash on hand as compared to the budget.

13.2 THE ICC BUDGET:

13.21 PROCESS:

- 13.211 **Consult with Board:** The Finance Committee will present a draft budget for the coming fiscal year to the ICC Board no later than January 31. Board members will discuss the budget with their houses and supply the Committee with input and suggested changes.
- 13.212 **Deadlines:** By March 1 of each year the ICC Treasurer shall submit to the Board a proposal for a budget for the coming fiscal year as recommended by the Finance Committee, together with a statement of the budget and actual expenses for the preceding year as a reference. The Board must approve a budget by April 1.
- 13.213 **Administration:** After approval of the Board of Directors, the budget becomes official. The staff shall administer the budget as finally adopted by the Board.
- 13.214 **In Lieu of Approved Budget:** If at the end of the fiscal year the ICC does not have a new budget, the ICC shall continue to operate under the old budget until a new budget is adopted. When adopted, the new budget shall be retroactive to the beginning of the fiscal year.
- 13.215 **Provision for Adjustment:** If the number of actual vacancies varies from the number of estimated vacancies in any term, the Board may vote to increase ICC charges or reduce the charges so that the total revenue will equal the budgeted revenue.
- 13.216 In October or November of each year, the Finance Committee may bring a proposal to the Board for revisions in the current year's budget, to increase its accuracy.

13.22 EXPENSES: The ICC expense budget for each fiscal year shall include the following items:

- 13.221 **House operations:** including but not limited to, property taxes, debt service, note repayment, insurance and maintenance
- 13.222 **Maintenance Designated Cash:** Shall be maintained through loans, grants, and an annual contribution by current members of at least 10% of the annual operating budget.
- 13.223 **Administrative payroll and benefits** (for unemployment insurance see 13.472)
- 13.224 **Administrative services,** including audit and legal fees, postage, staff bonding, telephone, supplies, printing and duplicating and office machine leases, service and/or purchases
- 13.225 **Committees and activities,** include dues and subscriptions, recruitment, training and education, publications and social activities. The Scholarship Program shall be given a \$10,000 award each year. (102/97)

13.226 **Development Designated Cash:** A percentage of the overall operating budget may be allocated to the development fund for the purchase of new properties. (63/93)
(3/98)(77/79*76/99)

13.227 **A safety factor** of not less than 1.5% of the disbursement and reserve lines in the budget.
(18/96) (27/96)

13.23 **INCOME:**

13.231 The income budget shall assess members, based on the estimated occupancy levels for each term of the Fiscal Year. The Finance Committee shall set estimated occupancy rates for each term.

13.232 Houses shall be assessed ICC Charges for the number of contracted members with exception of apartment co-ops, which will be assessed for the number of contracted apartments.

A) **Fall/Winter:** Charges for Fall/Winter shall be assessed on a "per month" basis.

B) **Spring/Summer:** Charges for Spring/Summer shall be assessed for each term but shall be due in two payments for each term.

If a person occupies a space in a house without a contract (see SR 4.311), and is not a guest (see SR 4.6), the house shall be assessed the ICC Charges for time that person lived in the house as if that person had a contract, plus any other applicable contract fees. If a house knowingly allows a person to live in the house without a contract, the house shall also be assessed a charge equal to 10% of the ICC Charges due under this standing rule as liquidated damages. (52/96)

13.233 **ICC House Density and Budgeting Capacities:**

A) For the purposes of the ICC budget proration only, the official rooming capacity for each house is:

	Fall/Winter	Spring/Summer
Black Elk	22	13
Debs	23	15
Gregory	29	21
Jones	28	28
Lester	15	9
Linder	20	15
Luther	49	29
Michigan	19	11
Minnie's	24	13
Nakamura	29	18
Osterweil	12	8
Owen	23	13
Ruths'	12	10
Sojourner Truth	53	31
Vail	23	15
Zeno	11	11
King Apts.	<u>10</u>	<u>10</u>
Total Central Campus:	402	270
	Large	Small
O'Keeffe	84	36 48 84
Renaissance	<u>66</u>	30 36 <u>66</u>
Total North Campus:	150	150
Overall Total:	552	420

These official rooming capacities may be changed by action of the Board.

- B) For the purposes of density and building capacity as defined by city housing code as of 10/1/93, these are the capacities: (46/93)

Black Elk	31
Debs	29
Gregory	30
Jones	56
Lester	15
Linder	20
Luther	50
Michigan	21
Minnie's	39
Nakamura	32
North Campus	216
Osterweil	15
Owen	27
Ruths'	12
Sojourner Truth	63
Vail	24

- 13.234 The amount of revenue North Campus residents supply, and the amount that of Central Campus residents supply shall be adjusted each year based on the relative proximity of the cooperatives rates to market rates of comparable space in that area and on a comparison of the vacancy rates on Central and North Campuses. In addition, these adjustment mechanisms should be constantly examined for relative accuracy and relevance in judging the fairness of the ICC charges. (12/88*13/88)

13.3 ICC SPENDING POLICY (8/94)

- 13.31 No funds may be spent for other than their intended purpose without Board approval.
- 13.32 **GENERAL:** The Finance Committee shall supervise the administration of the ICC Budget; ensuring that no more than 10% over any budget line item less than \$5,000 and no more than 5% over any budget line items greater or equal to \$5,000 is spent without the board's approval. Individual line committee budgets shall be treated as one line item. A "budget line" shall consist of a medium level budget line. Examples are Debt Service, Maintenance, Property Taxes, Insurance, Property Expenses, Payroll, Office Expenses, Computer Expense, Professional Services, Advertising and Promotion
- 13.33 **DEBT SERVICE, PROPERTY TAXES, INSURANCE & PROPERTY EXPENSES:** The GM or Director of Financial Services as delegated by the GM shall be responsible for administering these budget lines.
- 13.321 **PAYMENT OF MINOR MEDICAL INSURANCE DEDUCTIBLE AND OTHER COSTS RELATED TO HOUSE LABOR.** The ICC shall pay the deductible amount for house labor related accidents, or up to \$1,000 for amounts that are too small for an insurance claim.
- 13.34 **OFFICE EXPENSES:** The staff shall be responsible for administering "Office Expenses" funds as they see fit.
- 13.35 **PROFESSIONAL SERVICES:** The GM shall be responsible for administering these funds.
- 13.36 **ADVERTISING AND PROMOTION:** Staff members, as delegated by the GM shall be responsible for administering these funds.

- 13.37 **COMMITTEES:** Committees shall be responsible for administering their budgets as they see fit, unless otherwise specifically directed by the Board of Directors.
- 13.38 **UNBUDGETED DISCRETIONARY ITEMS:** Staff shall be authorized to spend up to \$100 per item on discretionary items. The Finance Committee shall be authorized to spend up to \$500 per item on discretionary items. Larger discretionary items must be approved by the Board. (62/95)
- 13.39 **DONATIONS/SPONSORSHIPS:** Items which fall into the following two categories may be approved as noted. Other donations may not be approved. (87/96)
- 13.391 **SPONSORSHIPS:** Members who wish to be sponsored to participate in an activity may be approved by the Education Committee. The activity must be related to the ICC or to co-ops. Funds shall be taken from the Education Committee budget as approved by the Education Committee.
- 13.392 **DONATIONS TO OTHER CO-OPS:** The ICC may make one-time donations to other co-ops. The Coordinating Committee may, depending on the size and/or nature of the request, either send a proposal to the Board of Directors or refer the request to the appropriate ICC Committee.

13.4 DESIGNATED CASH AND FUNDS:

- 13.41 **OPERATING RESERVE:** (84/97)
- 13.411 Any cash earnings over actual expenses shall accrue to the Operative Reserve. Earnings over expenses deposited in the fund shall not include revenue reserved for development, maintenance or other "funds"(See 13.43) (2/1/85) (51/96) (84/97)
- 13.412 The Operating Reserve shall be used to cover deficits. Money may also be used to cover items which might not normally be included in the yearly ICC budget, such as purchase of a new truck or new computer equipment as approved by the Board. (84/97)
- 13.413 The amount of money in the Operating Reserve shall not drop below 5% of the total size of the ICC budget. If for any reason the balance is below this limit, the Finance Committee shall include in the operating budget a contribution to the Operating Reserve. This contribution shall bring the balance up to 5% within 4 years. (84/97)
- 13.414 If the amount of money in the Operating Reserve is above 6% of the total size of the ICC Budget., this money can be reallocated. If by February 1st, the Finance Committee determines that a surplus will be generated and such a surplus would cause the balance in Operating Reserves to rise above 6%, the Finance Committee shall recommend to the Board how to use this surplus. If after the close of a fiscal year, a surplus causes the balance to rise over 6% then the excess can be allocated as determined by the Board. (84/97)
- 13.42 **DEVELOPMENT DESIGNATED CASH:** The development DC may grow through an annual budget appropriation (See SR 13.226). For more information see SR 17.3
- 13.43 **MAINTENANCE DESIGNATED CASH:** The maintenance DC shall receive a yearly allocation from the operating fund, to be used to pay for all maintenance expenses of the organization.
- 13.44 **ICC SCHOLARSHIP ENDOWMENT FUND:** (102/97)
- 13.441 For information on source and administration of the ICC Scholarship Endowment Fund see section 10.6.
- 13.442 Interest and investment returns from the ICC scholarship fund shall accrue to the fund.(4/97) (102/97) Only the interest may be spent.
- 13.443 Money paid by former members on accounts which have already been expensed as bad debts shall accrue to the fund. (16/92)

13.444 Donations directed toward scholarships shall be placed in the Scholarship Endowment Fund.

13.445 Shares not redeemed 5 years after the share return check was written shall be placed in the Scholarship Endowment Fund. (Before this time they are held in escrow.)

13.45 **ALUM FUND:** An Alum Reserve Fund may be created if necessary for long-range program financing needs. This fund may serve as a repository for budget amounts or donations earmarked for special projects and programs requiring more than a year for completion. (12/98)

13.46 **UNEMPLOYMENT FUND (80/95)**

13.461 Any unemployment insurance expense due shall be paid from the fund.

13.462 The fund shall grow from a yearly budget appropriation equal to the total payroll multiplied by the unemployment rate (UR). The UR shall be the benefits paid over the past 36 months divided by the total payroll over the past 36 months. The UR shall not be less than 0.5% unless the amount of money in the fund exceeds 5% of the total payroll.

13.47 **ADDITIONAL HELP DESIGNATED CASH (DC) (31/04)**

13.471 **Use of Money:** Additional Help DC moneys may be used only to pay for additional help to work on specific projects for specific amounts of time. Money may only be disbursed from this account with the approval of the General Manager. Individual projects over \$500 must be approved by the Finance Committee.

13.472 **Sources of Funding:**

A) An amount from the operating budget.

B) If a member is fined for creating a problem which results in increased staff work, those fines may be applied to the Additional Help Designated Cash, in order to offset staff costs.

13.5 AUDIT

13.51 Each year the ICC shall have its records audited by a Certified Public Accountant. The Auditor shall be chosen by the Board on recommendation of the Finance Committee. S/he shall be contracted in January of each year to arrange for the performance of the audit in May.

13.52 The audit shall be completed as soon as possible after April 30 but no later than October 31 of each year.

13.53 The auditor shall be required to report to the Board. Sufficient copies of the Audit shall be reproduced to supply a copy to each director during the coming year.

13.6 **CASH ASSETS:** All payments shall be reviewed and authorized by the General Manager. All payments over \$3,000 shall be authorized by the ICC President or ICC Treasurer. Authorization is not required for payments to ICC houses or transfers between ICC accounts. (42/93)

13.7 BORROWING AND INVESTMENT POLICIES

13.71 **ICC BORROWING:** The ICC shall pay 2% above prime rate interest on money loaned to it by friends or former members. Interest will be paid only at the time of repayment of the loan.

13.72 **ICC INVESTMENT POLICY (18/90)(36/99)**

13.721 Investment management of the ICC's funds shall ensure preservation of principal, high profitability, and optimum liquidity, and social responsibility.

- 13.722 The Finance Committee shall prepare proposals that (1) set policy related to investment choices. (2) Establish limits on investment types, and (3) recommend specific types of investments. The Board shall make final decision on all investment recommendations.
- 13.723 The General Manager will have full responsibility for the implementation of the investment policy dictated by the Board.
- 13.724 The only acceptable portfolio investments, to be approved by the Finance Committee are:
- A) United States Treasury bills, notes and bonds.
 - B) Loans, notes, and securities directly guaranteed by the U.S.
 - C) Demand, NOW and time deposits insured by the FDIC, FSLIC and other comparable federal agency.
 - D) Insured Certificates of Deposit
 - E) Money market mutual funds, provided a prospectus of the fund has been examined and approved by the ICC Treasurer and the General Manager with special attention to the following: Assets should preferably consist of U.S. Treasury bills or at least be concentrated in CD's or other high grade investment: the fund should be managed and owned by a prominent and sound organization; and the fund should be purposely oriented toward "socially responsible" (a copy of the fund's "socially responsible" policy should be supplied to the Board for informational purposes, but investment is not predicated on Board approval of the fund's policy)
 - F) Obligations of cooperatives that are approved by the board.
 - G) For the Scholarship Endowment only, stock mutual funds and bond mutual funds provided a prospectus of the fund has been examined and approved by the Finance Committee. In such investments, there shall be a strong preference for "socially responsible" funds. After consulting a professional financial advisor, the Finance Committee shall submit the general investment strategy for this fund, and amount of income to disburse, for evaluation by the Board each year with the budget.
- 13.725 Investment in any one company or institution except direct obligations of the U.S. are limited to the following amounts:
- | | |
|------------------------|-----------------------------|
| Federally insured CD's | \$150,000 (per institution) |
| Other commercial paper | \$150,000 (per institution) |
| Money market funds | \$50,000 (each) |
- The Finance Committee may alter the maximums above with approval of the Board.
- 13.726 The Board shall be informed of all investment made
- 13.727 When approached for a loan for a student housing cooperative, the ICC shall consider investing through the Kagawa Fund first.
- 13.728 **COMMITMENT TO SOCIAL RESPONSIBILITY.** The ICC understands that its financial actions have repercussions on local, national, and transnational institutions. A concerted effort will be made to support those institutions that: 1. aid the local economy by providing local residents with competitive wages and benefits; 2. support the local community through direct giving or other activities; 3. engage in activities that have minimal impact on the environment; 4. treat their worker in a fair manner; and 5. are governed in a cooperative manner
- 13.73 **LOANS TO HOUSES:** The Board of Directors may make a loan to member houses for special purposes. No interest shall be charged upon such loans. No loan may extend for a period of more than three years and a schedule of prompt and full repayment must be agreed to by the house

before any loan monies are disbursed. The total amount of outstanding loans to houses (including all other loans to houses) may not exceed 1% of the ICC Budget. For Maintenance Loans see 17.32 (16/89) (44/93) (84/97)

13.8 INSURANCE COVERAGE AND BONDING:

- 13.81 **INSURANCE AND BOND COVERAGE:** The ICC is not responsible for damage or theft of personal property or personal injury on ICC property or injuries suffered by members during activities connected with the ICC arising out of the member's own negligence. The ICC has no liability for member's cars parked on ICC property.
- 13.82 **FIRE AND EXTENDED COVERAGE INSURANCE:** The board must approve any changes of the insurance carrier and furthermore we endorse the "rent insurance" concept which would return rental income to the ICC for a year in case of fire. The ICC shall insure each house to at least its assessed value.
- 13.83 **PERSONAL EFFECTS COVERAGE:** It is ICC policy to carry an average of \$500 fire and extended coverage insurance for each rooming member on his/her personal effects.
- 13.84 **PUBLIC LIABILITY INSURANCE:** Public liability insurance in amounts of \$5,000,000 total and \$1,000,000 per occurrence will be carried on all ICC property. (47/97)
- 13.85 **PERSONS BONDED:** All house treasurers shall be bonded. The ICC President, Treasurer, Director of Financial Services, General Manager and any other full-time administrative employees shall also be bonded.

Chapter 14 House Finances

(55/97, 6/06)

14.1 GENERAL: The house financial systems will be structured to emphasize continuity of the cooperative over time, simplify understanding of the financial obligations by members and prospective members, and simplify procedures for calculating rebates and assessments (64/86)

14.11 BUDGETING FOR ICC CHARGES: There shall be an annual budgeting process, in January of each year, for the ICC Charges.

14.12 PERIODS FOR CLOSINGS: Books shall be closed at the end of Fall/Winter and Spring/Summer contract periods. Savings on all except non-rebatable charges shall be rebated and losses assessed. Upon completion of a house closing the ICC shall submit corrected copies of the income and expense statement of each house to the respective house for posting.

14.13 GHOSTBUSTERS: As approved to by the financial committee, the ICC shall pay for the gas, electricity, and fixed costs for all vacancies in a house beyond a 10% vacancy rate, rounded to the nearest whole person. Fixed costs may include phone, cable, house employees, subscriptions to periodicals and newspapers and repayment of house loans. In addition, if the finance committee after consulting with staff and houses undergoing major maintenance work, determines that all or part of the first 10% of the vacancies are caused directly or indirectly by the maintenance work, the ICC shall pay for the maintenance related vacancies. In such a case the maintenance fund may be used to cover the first 10% cost of this provision. To be covered the fixed cost must be part of the house's normal operations. (114/86)(32/99)

14.2 HOUSE ACCOUNTING:

14.21 HOUSE BOOKKEEPING STANDARDS: As stated in Bylaw 6.3, "The co-ops [houses] shall be responsible for ... 8) maintaining house books according to standard ICC operating procedures..."Therefore, the Finance Committee may adopt such procedures as they see necessary to ensure the accuracy and timeliness of House Finances. See Appendix B for Standard of Bookkeeping for House Treasurers. (55/97)

14.22 WATER EXPENSES: Water expenses for houses shall be included in house budgets (13/92) but the Director of Financial Services will make the actual payment.

14.23 REIMBURSEMENT OF OUT-OF -POCKET EXPENSES BY MEMBERS: Houses shall repay members for out-of-pocket expenses for which receipts are provided (e.g., urgent ingredients for a meal, eating utensils urgently needed by the house) by issuing checks. (31/87) (6/06)

14.24 HOUSE BANK ACCOUNT: The finance office will maintain a bank account for each house. The signatories to this account shall be the finance staff, the House President and the House Treasurer.

14.3 MEMBER ACCOUNTS

14.31 DEPOSITS OF MEMBER PAYMENTS. All member payments will be deposited in a central account. (31/87)

14.32 DISTRIBUTION FROM CENTRAL ACCOUNT: (37/91)

14.321 At the end of each fiscal month, the house treasurer will prepare a report of amounts spent, including a reconciled checking account; the report will be supported by documentation for all checks.

14.322 The ICC will reimburse the house for the total amount reported spent for the previous fiscal month.

14.323 The ICC finance office will send a monthly report on member charges charged and paid to the house treasurer, house president and Finance Committee. (6/06)

14.324 The house treasurer can access a comparison of house expenses to budget at any time. The finance office will email this comparison to house presidents and treasurers in November, February and July. (6/06)

14.325 A house may choose to pass on certain incidental charges to individual members (for example, air conditioning). (6/06)

14.33 PAYMENTS BY MEMBERS BOARDING AT HOUSES OTHER THAN THEIR ROOMING

HOUSE: Members at all non boarding houses shall pay both their room and board charges at their rooming house. Distribution of boarding charges to the appropriate house shall be handled by the office; boarding charges shall be deducted from the amounts deposited by each house in the central account after money due to the ICC is deducted. Boarding houses affected by this shall receive monthly statements detailing which members had their boarding charges paid for by this method. (17/91) (55/97)

14.4 HOUSE DEBTS AT THE END OF A PERIOD: The ICC implements the following bad debt system: (35/89)

14.41 **ROOM AND BOARD COLLECTION POLICY:** Any Debt over the share amount left by a departing member will be divided equally amount the current house members. (55/97) (35/89)

14.42 **FINANCIAL PERIODS FOR EXPENSING DEBTS:** Fall/Winter and Spring/Summer are two separate periods. Each period is protected from the past periods' bad debt, as each period is expensed for its entire debt. (35/89)

14.43 **ASSESSMENTS IN EXCESS OF THE SHARE DEPOSIT:** If a house receives an assessment in excess of the share deposit for a financial period, the uncollectable amount of the assessment shall be considered a loan from the ICC. (The uncollectable amount of the assessment is the total debt owed to the house less the amount owed by current ICC members less the amount collectable from share deposits.) Until this loan is paid in full, the ICC shall receive as payments on this loan: (77/96)

A) Any SBA rebates for the house in question

B) Any debt collections from former members of the house in the time period in question

C) \$1 per member per month from future members of the house

14.5

14.5 NO SHOWS: If someone fails to claim his/her contracted housing assignment at the beginning of any contract period, or lives in the ICC for 2 weeks or less while having a contract, the person is liable for all house and ICC charges until replaced. However, in the event of nonpayment, the house will not be responsible for the ICC charges. The ICC Staff will be responsible for collecting these charges. (50/03) (6/06)

14.6 HOUSE AMENITIES FUNDS

14.61 Money collected by the ICC from the houses for amenities funds shall be held in trust by the ICC for the house as the House's Amenities Funds. Money shall accrue to the funds from:(40/89)

A) Budgeted house amounts and other house revenue as determined by the house. (6/06)

B) SBA rebates, provided that non-boarding houses paired with boarding houses would receive a proportional share of any rebate based on capacity.

- C) For King, money paid by former members on accounts which have already been expensed as bad debts. (13/92)

14.62 **SPENDING GUIDELINES:** A house may spend their amenities funds on any physical assets for the house. Physical assets are non-consumable items such as entertainment equipment, interior decorating and additional physical assets to the house. (36/90) (41/92)

14.7 LANDSCAPING: Houses are eligible for landscaping funds as determined by Maintenance policy. (6/06)

14.8 MEMBERS WITH DEBTS (40/93)(23/06)

14.81 **LATE FEES:** On the 5th of the month, any member who owes \$200 or more will be assessed a \$15 late fee. The Finance Committee may waive this fee at their discretion. Also, the fine would be waived if the member is placed on a house-approved payment plan by the 15th of that month, or is already on a house-approved payment plan. All money resulting from these fines shall go to the house. (65/97)(67/98)(73/99)(81/03)(31/04) (23/06)

14.82 **THE INITIAL POWER OF DECISION ON DEBT ACTION BE GIVEN SOLELY TO THE HOUSE.** By the 15th of every month a member must have his/her balance under \$200 or have a payment plan approved at a house meeting filed at the office.

14.83 **THE HOUSE AS A WHOLE WILL DECIDE ON DEBT ACTION AT A HOUSE MEETING.** Because members are jointly responsible for debts, the house, rather than the Treasurer alone must approve the payment plan.

14.84 **PAYMENT PLAN RESTRICTION.** Plans must reduce debts by 50% within four weeks and reduce a member's debt to \$0 within eight weeks, including all intervening charges during that period. These rules may be modified with the approval of the finance committee.

14.85 **IF THE HOUSE DOES NOT MAKE A DECISION, THE ICC ACTS FOR MEMBERS IN PROTECTING THEM FROM ACCUMULATION OF EXCESSIVE DEBT.** If the member does not pay by the 15th and the house does not file a payment plan, the ICC shall begin eviction procedures. If the eviction has proceeded to legal action, any costs shall be assessed to the member. The house can stop this procedure by having a payment plan approved by the house. (23/06)

14.86 **MISSED PAYMENTS.** If a member misses a payment by more than three business days they shall be fined \$20 and the ICC shall begin eviction procedures. (23/06)

14.87 The ICC Treasurer will be responsible for follow up on payment plans

14.9 HOUSE PROBATIONARY STATUS FOR FINANCE: This proposal is an interpretation of bylaw 6.2 which states "The government and administration of the several co-ops shall be left to the members of the respective co-ops insofar as their actions do not jeopardize the interests of the membership as a whole or the interests of other co-ops." House Probationary Status establishes guidelines which dictate when the Finance Committee/ICC Treasurer shall be empowered to take over a house's finances. In other words, these are guidelines under which the Finance Committee believes that steps must be taken in the interest of the ICC as a whole. (82/95)

14.91 **CONDITIONS WHEN HOUSE PROBATIONARY STATUS MAY BE ENACTED:** (any of the following) a warning letter will be sent to each member of the house when member debt reaches half the amount necessary to cause the finance committee to consider House Probationary Status or within 24 hours after the Coordinating Committee approves a proposal to put a house on House Probationary Status.
A) through a board passed proposal

- B) If total member debt exceeds 50% of the total shares held by current house members and the members of the Finance Committee concur to take action, or (6/06)
- C) The following situations, considered financial emergencies, with ICC Treasurer approval (these are considered time critical problems):
 - 1) Embezzlement of house funds, or
 - 2) Direct-depositing of member charges to house bank accounts

14.92 EFFECTS WHEN HOUSE PROBATIONARY STATUS IS ENACTED:

- 14.921 The Director of Financial Services and the ICC Treasurer, through delegating responsibility to the Finance Committee and the house president, are responsible for all aspects of the house's financial operations. They will replace the house treasurer. Their responsibility includes, but is not limited to:
 - A) Check signing/payment of house bills
 - B) Collection of house charges, fines and phone bills
 - C) Good and complete accounting
 - D) Notification of the house of the situation
 - E) The checkbook may be seized and the house signer may be taken off the account.
 - F) Approval of members' debts under the 16.9 Members with Debt Policy. (86/96)
- 14.922 The house is still responsible for the house's financial problems. Assessments or refunds still continue as normal.
- 14.923 The Finance Committee may require the selection of a new house treasurer, who will be trained by the Finance Committee to take responsibility of house finances after House Probationary Status is removed.
- 14.924 During House Probationary Status, the Board of Directors must be notified at every Board meeting of the house's financial situation, and
- 14.925 The Finance Committee has the authority to place members of House Probationary Status houses on referral for non-payment of more than one and one-half month's fees

14.93 CONDITIONS WHEN HOUSE PROBATIONARY STATUS IS REMOVED

- A) Through a board passed proposal, or
- B) By consensus of the Finance Committee that a long term solution to the problem has been established which the House shall be able to implement effectively.

Chapter 15 Maintenance

(30/90) (80/06)

15.1 RESPONSIBILITY: The houses, along with the Maintenance Committee, shall supervise, operate, and/or maintain those properties which are assigned to them. The Maintenance Committee and individual houses bear responsibility for ensuring that the property under their control be properly maintained.

15.2 MAINTENANCE COMMITTEE: SEE CHAPTER 2

15.3 ADMINISTRATION OF BUDGET

15.31 MAINTENANCE FUND: (20/06)

15.311 **Major Maintenance:** Maintenance repair and replacement projects and items which preserve the structural integrity of existing buildings, building systems, correct Code violations, and protect member safety, as well as kitchen and laundry equipment, shall be funded wholly by the Maintenance Fund as approved by the Board of Directors. A comprehensive list of such items and projects shall be kept in the Maintenance Office. (80/06)

15.312 **Minor Maintenance:** The cost of materials needed for projects using house or ICC labor which preserve the structural integrity of existing buildings, building systems, equipment and grounds, correct Code violations, and protect member safety and comfort, shall be funded by the Minor Maintenance Fund as overseen by the Maintenance Staff.

15.313 **Tool Crib Expenditures:** A limit of \$200 shall be placed on the purchase of any tool for the tool crib. These shall include: hand tools, yard tools, paint tools, power tools, and safety equipment. For purchases over \$200, the tool crib shall be required to submit a written proposal, following the maintenance policy guidelines for projects and approved by the maintenance committee. Items exempted from this purchasing limit shall include supplies made available for house purchases. These include: light bulbs, smoke detectors, batteries, first aid kits, flashlights, Plumb Clean, vacuum cleaner belts, and motor/pump bearing oil. (66/95) (20/03)

15.32 **MAINTENANCE LOANS:** When funds are available the Maintenance Committee may make a loan from the Maintenance Fund to a member house for the repair or replacement of entertainment equipment or for permanent improvements to the house.

15.321 No interest shall be charged on such loans.

15.322 No such loan may extend for a period of more than three years, with the exception of computer or computer equipment loans, which shall extend for no more than five years. (22B-95)

15.323 A schedule of prompt and full reimbursement must be agreed to by the house before any loan moneys are disbursed.

15.324 Review dates: loan money shall be available anytime during a given fiscal year.

15.325 Maximum loan amounts:

A) Any loan amounts over \$3,000 must be approved by the Board.

B) The total amount of outstanding loans may not exceed 1% of the ICC Budget.

15.4 MAINTENANCE POLICY MANUAL: There shall be a Maintenance Policy Manual which shall be revised as needed by the Vice President for Maintenance, Vice President for Development, Staff, and/or other maintenance committee member upon approval of the Maintenance Committee. (29/03)

15.41 **FUNDS ALLOCATION LISTS:** A comprehensive list of items and projects that can be funded by the Minor Maintenance Fund shall be kept in the maintenance office and maintenance manual.

15.42 **RESOURCES LIST:** A list of Maintenance Resources shall be kept in the Maintenance Policy Manual.

15.43 **MAINTENANCE PROBLEMS AND CORRECTIONS PERIOD LIST:** A comprehensive list of maintenance problems and their corresponding corrections periods shall be kept in the Maintenance office and copies delivered by U.S. Mail to each respective House President and Maintenance Manager whenever a correction period occurs.

15.5 STANDARDS IMPLEMENTATION: The various co-op houses of the ICC are self managing units which shall maintain there buildings to the standards set by the ICC Board of Directors.

15.51 **PURPOSE:** That the co-ops maintain the property under their control in a manner to insure and promote the safety and comfort of the members, the economic operation of the co-op, and to protect the assets of the ICC and the personal property of members.

15.52 **STANDARDS.** ICC Maintenance Standards must Include:

15.521 The terms of the ICC Membership Contracts

15.522 Food Service Regulations as adopted by the Small Group Homes Food Service Committee. the University of Michigan Department of Occupational Safety and Environmental Health, the County of Washtenaw, and the State of Michigan.

15.523 The City of Ann Arbor Housing Code.

15.53 **HOUSE INSPECTIONS.** Every year, each house will undergo either a city conducted inspection or a comprehensive inspection by an ICC staff member. The standards to which the ICC inspections will be conducted will be no lower than those described in SR 15.52. If a house is found to have an item or items which do/does not meet these standards, the members of the house will be given an amount of time to correct this/these item(s) depending on the nature of the item(s) described in SR 15.52.

15.54 **UPHOLDING STANDARDS**

15.541 **Reporting Problem Conditions:** The Maintenance Staff, upon observing conditions which are in violation of ICC Maintenance Standards or are, in the opinion of the Maintenance Staff, likely to endanger the safety, comfort, or property of the members of the ICC, the economic operation of the co-op, or the assets of the corporation, shall submit a written report to the house maintenance manage and the house president; this shall constitute a report to the members as well.

15.542 **Correction Periods:** The correction periods for problem conditions shall consist of two weeks, one month, and two months from the time the condition was initially reported by the Maintenance Staff. The conditions which shall incur the corresponding correction periods are:

- A) **2 Week Correction Period:** Any acute condition which represents a serious threat to the safety, security and/or property of the members of the house and the ICC. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.
- B) **1 Month Correction Period:** Any condition which threatens the property or comfort of the members of the co-op or violates standards without being related to safety or the

deterioration of the building. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.

- C) **2 Month Correction Period:** Any condition which, in the opinion of the Maintenance Committee, jeopardizes the appearance or economic operation of the co-op, requires substantial planning or lead time to repair, or otherwise represents a condition of non-urgent nature. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.

15.543 **Correction of Problem Conditions:**

- A) **Responsibility for correction:** It shall be the house's responsibility to correct problem conditions within the designated correction period.
- B) **Appeal:** Any co-op shall retain the right to appeal the Maintenance Staff's assessment of a condition and the corresponding correction period, if not specifically listed in the Maintenance Policy Manual, to the Maintenance Committee.
- C) **Inspection and Reporting:** When the designated correction period has elapsed, the Maintenance Staff shall re-inspect, or by other means ascertain whether the cited conditions have been corrected; these results shall be indicated in a report to the house. If conditions exist that have not been corrected, copies of the report shall also be given to the house president and the Maintenance Committee.
- D) **Correction Period Extensions:** Should a re-inspection reveal that the conditions cited in the report have not been corrected and a petition of extension has not been accepted. The house will be charged for the repairs. The Maintenance Staff must inform the house maintenance manager and the house president of the correction period and of the consequences of the houses failure to complete the correction before the time period has elapsed.
- E) **Petition for extension of correction period:** Extension of correction periods of 5 days (2 week period), 10 days (1 month period), or 21 days (4 month period) must be submitted by a representative of the house no later than 4 days prior to the end of the correction period. The Maintenance VP, Maintenance Staff, and the Devo VP will review the petition for seriousness of the correction, if any work has been done or is in process, and the scope of the correction. The Maintenance VP, Devo VP, and maintenance staff will vote to decide to extend correction periods. (42/03)
- F) **Appeals of Petition for extension of correction period:** Appeals of decision regarding petition will be handled by the Development committee. It must be a written appeal that is submitted to the Chair of the Development committee. The Chair of the development committee must notify the maintenance office once a petition is received. Unless the correction poses an immediate threat to the house of its property, an automatic extension until a development committee decision (no longer than 7 days) will be granted. (42/03)
- G) **Non-Compliance:** If the extension period for any condition requiring correction elapses without that condition being corrected, the Maintenance Staff shall have the power to contract out, or by any other reasonable means accomplish the corrections of problem conditions. Twice the cost of labor (including the time of the Maintenance Staff) that could have been done by house labor may be directly assessed to the house as determined by the Development Committee.
- H) **Fine for Hindrance:** The house may not hinder the efforts of the Maintenance Staff to correct the cited conditions following the elapse of any correction extension period, under threat of a fine imposed by the Development Committee.
- I) The house may first appeal the assessed fine to the Development Committee within one month of the original decision. The appeal must be in written form and state specifically what it is appealing. If the Development Committee denies the appeal, the house may then appeal directly to the Board of Directors within 30 days of the denied appeal.

15.55 **EMERGENCY MAINTENANCE CONDITIONS:**

- 15.551 Any maintenance condition which effects the equipment, structural integrity or equipment of a house in a manner which places the house or its members in immediate danger,

which causes a room to become uninhabitable, or which otherwise causes unacceptable discomfort, shall be considered an emergency maintenance condition warranting direct action.

15.552 If such a condition occurs, the house maintenance manager, or other appropriate officer, must report the condition to the Maintenance Staff or the Vice President for Maintenance and follow their guidance. If the Maintenance Staff and the Vice President for Maintenance are unavailable, the maintenance manager (or appropriate officer) should, after consultation with their house president, use their own discretion in solving the problem.

15.553 In cases where a house fails to act on repairs or to report on the problem, any loss of ICC charges revenue and any additional repair expenses caused by neglect may become an expense to the house, as determined by the Development Committee.

15.6 MEMBER ROOM FURNITURE: In order to insure that members have the furniture guaranteed to them in the ICC Member Contract, the following shall be done on an annual basis: (46/89) (21/03)

15.61 Upon contract signing members will fill out a form specifying whether they want a bed, desk, dresser or chair for the following year.

15.62 The president or appropriate officer and maintenance manager of each house take an inventory of all viable beds, desks, dressers and chairs designated for member rooms and submit it to the Maintenance Director.

15.63 Bedroom desks, dressers and chairs may be purchased by the individuals authorized by the house. Members must turn the receipt in to the Maintenance Director for reimbursement. Members must not spend any more than \$100.00 per item.

15.64 Beds, frames and mattresses are purchased through the maintenance office only. Any other purchases not through the office will not be covered by maintenance funds.

15.65 All other Furniture purchases will have to be brought in the form of a project for maintenance committee approval.

15.7 ROOF POLICY: It is a safety hazard for members to be on house roofs. In addition, wear and tear can lead to costly roof damage. (65-94) (31/03): Therefore:

A) No member is to be on any roof not approved by the city as a porch or deck space except for maintenance purposes.

B) In addition, other items that can cause damage such as furniture should not be placed on roofs. Further, the ICC assumes no responsibility for personal injury resulting from being on a roof. Persons in official ICC positions including house officers and all ICC members are responsible for the implementation and enforcement of this policy.

C) The maintenance policy manual provides information outlining potential hazards and damages to roofs caused by members and furniture.

D) All damage caused to roofs due to unauthorized use shall be considered damage caused by abuse, misuse, or neglect and will be reviewed by the Development committee. (see SR 17.5) (59/05)

E) After one warning per contract period per house, if anyone is found to have gone on to their roofs in violation of this policy the house will be automatically fined \$100 (or \$50 + 5 hours of labor) per incident. (60/03)

F)

15.8 UNINHABITABLE ROOMS: (9*42/97)

- 15.81 **DEFINITION AND DECISION:** An uninhabitable room is one in which a maintenance problem is severe enough that a reasonable person would not live in that room or that is uninhabitable according to city code. The Maintenance Staff may decide that a room is uninhabitable. A room will also be considered uninhabitable if so determined by city inspectors. A member may appeal the decision of the Maintenance Staff to the Maintenance Committee. If a member feels a room is substandard but not uninhabitable they may petition the Contract Release Committee.
- 15.82 **RESULTS:** Member(s) living in a room which is declared uninhabitable must move out of that room. Until the room is declared habitable, no one may live in that room.
- A) If there is an available space(s) in the house, the member(s) will move to those space(s).
 - B) If there is not an available space(s) in the house, the member(s) has the right to live in another space in the ICC. The member(s) can choose from any available space in the ICC and shall bypass any waitlists.
 - C) If there is not space(s) in the house and the member(s) do not wish to move to another house in the ICC, the member(s) will automatically be released from their contract(s).
 - D) Member(s) of the house may "double up" or increase the capacity of another room in which case the house shall not be assessed ICC Charges for that member(s) until the original room is no longer uninhabitable or members are not "doubling up". Unless the members of the "doubled" up room specify otherwise, ICC Charges will be split evenly among all the members of the room. However, "doubling up" may not violate any City of Ann Arbor codes.
- 15.83 **RESPONSIBILITY FOR CHARGES:** If a room is uninhabitable and unoccupied, the ICC shall be responsible for the ICC Charges for that room. The ICC will pay the gas and electricity charges to the house for the members that were released from their contracts above.

15.9 HOUSE PROBATIONARY STATUS FOR MAINTENANCE: This is an interpretation of Bylaw 6.2 which states, "The government and administration of the several Co-ops shall be left to the members of the respective Co-ops insofar as their actions do not jeopardize the interests of the membership as a whole or the interests of other co-ops. House Probationary Status establishes guidelines and criteria for when and how the Maintenance Committee/Maintenance Team/ Maintenance Chair shall be empowered to interfere in the internal operations of a house. In other words, these are guidelines and criteria under which the maintenance committee believes must be taken in the interest of the ICC as a whole. Any member(s) can request that the maintenance committee consider House Probationary Status for a house. The ICC Board of Directors and the Coordinating committee may also make such a request.

- 15.91 **CONDITIONS WHEN HOUSE PROBATIONARY STATUS MAY BE ENACTED:** When considering placing a house on House Probationary Status for Maintenance, a warning letter will be sent to the House President(s) and any other necessary officer or member informing them that the Maintenance Committee is contemplating House Probationary Status for their house.
- A) When the amount of needed repairs not covered in the budgeting plan for major maintenance exceed 10% of the assessed value of the house; and/or
 - B) When there is a consistent pattern of damage caused by abuse, misuse, or neglect of ICC property; and/or (59/05)
 - C) When there is a consistent failure to complete repairs within the prescribed correction periods (SR15.542); and/or
 - D) When there is a clear and present danger for members of the house and/or ICC or member property caused by the failure to meet the 2 week correction periods (SR 15.542); and/or
 - E) When there is a clear and present danger for members of the house and/or ICC or members property caused by damage caused by abuse, misuse, or neglect. (59/05)
- 15.92 **CONDITIONS WHEN HOUSE PROBATIONARY STATUS WILL AUTOMATICALLY BE ENACTED:**
- A) When the house fails the second inspection by the city of Ann Arbor; and/or (21/06)

- B) When the house is warned by the city/state/county/federal official that all or part of the house will be shut down. The maintenance committee must meet within 3 weeks of such enactment; and/or (80/04)
- C) The house's estimated repairs not covered in budgeting for major maintenance exceed 25% of assessed value until the next Maintenance committee meeting, where the committee must make a decision. The maintenance committee must meet within 3 weeks of such enactment.

15.93 EFFECTS WHEN HOUSE PROBATIONARY STATUS IS ENACTED:

- A) Maintenance committee and/or Maintenance team can recommend to the Membership committee to put people(s) on referral; and
- B) Maintenance committee can bring projects without approval or consent of the house; and
- C) Maintenance team can bring in contractors to repair items at house's expense in accordance with the policies set forth in the Maintenance Policy Manual; and or
- D) Maintenance team can bring in contractors to complete repair items cited by the city inspectors at house's expense; and
- E) Maintenance committee can assess fines to members in accordance with the Maintenance policy.
- F) All subsequent city inspections shall be charged to the house. (21/06)

15.94 CONDITIONS WHEN HOUSE PROBATIONARY STATUS IS NO LONGER NEEDED: (36/03)

The house is brought up to compliance with city code and:

- A) The majority of the maintenance committee feels that a long term solution to the problem within the house has been adequately established or
- B) Through a Board passed proposal

15.95 CONDITIONS WHEN HOUSE PROBATIONARY STATUS IS AUTOMATICALLY REPEALED: (36/03) (80/04)

If the house was automatically placed on House Probationary Status (see SR 15.92) then Probationary status will be repealed when the house passes the appropriate inspection and is brought up to compliance with the city and health code.

Chapter 16 TRUCK USE

- 16.1 PREAMBLE:** The ICC Truck represents a substantial investment of capital and labor. It is the duty of all persons using the ICC Truck to protect this investment by careful use. In return for these financial and moral obligations, ICC Truck users should expect to use a clean, well-maintained and safe vehicle. All ICC members and member units shall share equally in the opportunity to use the ICC Truck according to these Standing Rules.
- 16.2 TRUCK CUSTODIANS:** The Truck custodianship will be divided between two persons. The General Manager shall appoint a current staff member of the ICC to supervise the use of the truck during regular ICC membership hours. The Maintenance Coordinator shall appoint a current member of the ICC to serve as the member custodian for full office labor credit. The member custodian will care for the truck from 4 p.m. Friday to 10 a.m. Monday.
- 16.21 **MEMBER CUSTODIAN:** The member custodian shall be responsible for maintaining the ICC Truck in a safe and sound mechanical condition and for supervising the Truck's use on the weekend. The Maintenance Policy Committee shall draw up a specific job description for the member custodian.
- 16.22 **STAFF CUSTODIAN**
- 16.221 The staff custodian shall be responsible for all administrative matters related to the truck, including: administering the authorized drivers list, billing, legal matters, insurance, license, warranties, supervising maintenance, supervising the member custodian etc.
- 16.222 Every September and May the staff custodian shall send to each house a copy to be posted of the most current ICC Standing Rules as they pertain to the ICC Truck.
- 16.223 The staff custodian shall make a written report to the Board at the end of each school term about matters pertaining to the truck.
- 16.23 The Vice President for Maintenance shall investigate all complaints about the truck and advise the E.D. of problems as they pertain to the staff or member custodian for appropriate action.
- 16.3 FINANCIAL MANAGEMENT OF THE ICC TRUCK**
- 16.31 All Truck expenses and repairs shall be funded from the Maintenance Fund.
- 16.32 The staff custodian and the Maintenance Committee shall review truck income and expenses annually and shall notify the Board of any necessary changes in the rate charged for Truck use.
- 16.33 The staff custodian shall notify the ICC of any expenditure on the Truck exceeding \$500 at the next ICC Board of Directors meeting following the expenditure.
- 16.34 Members may be reimbursed for gas expenses if they provide a receipt to the staff custodian.

16.4 USER QUALIFICATIONS AND RESTRICTIONS

- 16.41 Any qualified member or staff person of the ICC may use the ICC truck. Responsible campus organizations or other certain personal users of the ICC Truck may use the Truck with the written approval of the ICC President or General Manager.
- 16.42 No one shall drive the truck without first obtaining a current ICC Truck User Authorization Card. Before an application for a Truck User Authorization Card can be approved, the applicant must read this appendix and any other rules pertaining to the truck and acknowledge on the application that s/he understands his/her obligations and liabilities for using the Truck by initialing the pertinent sections.
 - 16.421 Every driver must hold a current driver's license recognized as valid by the State of Michigan and any state or country into which the ICC Truck will be driven.
 - 16.422 The following information is required before issuance: name, driver's license number and state or country, date of birth, and number of moving violations in the three year period prior to application for the card.
 - 16.423 Any member with more than two moving violations within that three-year period will not be issued a card or allowed to use the ICC Truck. If a member receives a ticket for a moving violation while driving the ICC Truck or any other vehicle, s/he must report the ticket within two working days of its occurrence. If a new ticket increases the number of moving violations to more than two, the user's ICC Truck User Authorization Card will be revoked.
- 16.43 Truck User Authorization Cards are issued for only the following periods: September through April, or May through August. A truck user is responsible to renew his/her card at the start of every new period.
- 16.44 Truck User Authorization Cards are not transferable.

16.5 PENALTIES AND RESTRICTIONS:

- 16.51 Anyone who uses the Truck without a valid Truck User Authorization Card may have his/her truck use privileges permanently revoked.
- 16.52 Any member who knowingly falsifies information on a Truck User Authorization Card application, damage report, or the truck log will be fined \$50 and denied usage of the Truck for at least two months.
- 16.53 No person shall be permitted to use the ICC Truck while intoxicated or under the influence of drugs. Any such use shall be grounds for permanent revocation of truck use privileges.

16.55 Damages

- 16.551 **Reporting:** The user in whose name the Truck has been checked out is responsible for reporting to the staff custodian any mechanical problems or damage which occurs while the Truck is in his/her care. Any traffic accident which results in any damage to the ICC Truck or another vehicle must be reported to the police by the user who has the Truck checked out.

16.552 **Liability**

- A) For personal use of the ICC Truck, the member is responsible for all damages not covered by insurance. Moving a member's personal belongings into or out of a house shall constitute personal use, even if the Truck is checked out to a house officer.
- B) For house use of the ICC Truck, the house is responsible for all damages not covered by insurance. A house may recover damages from the member to whom the truck was checked out, provided the staff custodian determines that the user was at fault, negligent, or violated Truck Rules.
- C) The minimum amount to be assessed for minor cosmetic damage, such as paint scrapes or small dents, shall be \$25.
- D) Any ICC Truck user causing damage to the ICC Truck in excess of \$50 or involved in any accident or collision involving property damage claims or personal liability claims against the ICC or its insurance company shall be denied use of the ICC truck until it is determined if any ICC rules were broken.

16.553 **Failure to report:** If a user to whom the Truck is checked out fails to report damage done to the Truck while it is in his or her care, the User will be fined:

- A) The amount of his/her house's damage liability; or
- B) The amount of his/her liability for personal use.

In either case, the fine shall be at least \$50. Failure to report damage shall also result in permanent suspension of Truck use privileges.

16.56 **TRUCK KEYS**

16.561 The trucks keys will be held at the office.

16.562 The person whom signs out the keys will be responsible for the keys from the time they are checked out to the time they are returned to the office.

16.563 Loss of the ICC Truck Keys will result in a minimum \$60 fine.(62/03)

16.564 Any unauthorized duplication of ICC truck keys will result in the immediate and permanent revocation of all ICC truck privileges and a minimum \$50 fine levied against the offender. The ICC Maintenance Committee and ICC Board of Directors will be notified at their next meeting.

16.57 The user in whose name the truck is checked out is responsible for paying all parking tickets incurred while the truck is under his or her care. Failure to pay any ticket will result in a fine of \$50 and loss of truck use privileges.

16.58 Any fines or penalties related to truck use will be levied by the staff custodian.

16.6 **MAINTENANCE COMMITTEE JURISDICTION**

16.61 The Maintenance Committee may approve supplemental restrictions and fines as necessary.

16.62 All fines and restrictions may be appealed to the Maintenance Committee.

Chapter 17 DEVELOPMENT

17.1 DEVELOPMENT GOALS: SEE SECTION 2.32

17.2 Authorization for Projects (33/87) (45/05) (58/05) (80/06)

17.21 **LIMIT OF COMMITTEE POWER:** The Development Committee (Devo) is not empowered to commit the ICC to development projects.

17.22 **AUTHORIZATION OF EXPENDITURES:** The Development Committee will research and make recommendations on major maintenance projects. Each year, Devo shall also review and may recommend potential improvement projects. It is the responsibility of the Development committee to: (58/05)

- A. Develop a list of Devo recommended projects for the yearly budget process. This list will be completed and submitted to the Board of Directors by the first November Board meeting. It is the responsibility of the House Presidents to review this list with their respective houses and bring any concerns, additions or deletions to the following Board meeting in November. Any and all changes will be reviewed by the Development Committee.
- B. Devo will submit their annual budget proposal to the Finance Committee no later than the last week in November.
- C. Ensure that all Devo recommended projects are approved by the Board of Directors before implementation. (80/06)
- D. Devo may, on a four year cycle, choose two contractors for each of the major aspects of major maintenance, e.g., roofs, windows, siding, bathrooms. They may go with each contractor on a bi annual alternating basis. Each contractor is monitored on an ongoing basis and after the second year of the cycle, Devo will evaluate each company's performance and choose whether or not to replace it with another contractor for the final two years.
- E. Investigate projects as requested by maintenance managers or the Maintenance Committee. Devo may decline to pursue requested projects.

17.23 **MEMBER REFERENDUMS:** Purchasing and or selling property must be approved by a referendum vote involving the ICC membership.

17.24 **NEGOTIATIONS:** Devo and the General Manager will negotiate the cost of promising purchases and sales of property. The General Manager, or Devo staff member, may make offers on behalf of the ICC with approval from Devo (majority of Devo with the chair allowed to vote). Co-Co will be immediately informed of any ICC offers, and the Board of Directors will be informed and presented with a cost-benefit analysis at the next board meeting. All offers will be contingent on approval in a referendum of the membership. (45/05)

17.3 DEVELOPMENT DESIGNATED CASH (33/87) (9/02)

17.31 **USE OF MONEY.** Development DC moneys may be used only for:

- A) Repair and expansion of ICC owned facilities and associated preparatory costs. (64/96) (9/02)
- B) Setting up programs to increase the services offered within the ICC.
- C) All proposals involving Development Funds must pass through the Development Committee, or the group that holds the responsibilities of the development committee, as designated by the Board of Directors.
- D) No development fund monies will be expended without cost/benefit analysis.
- E) Costs directly relating to the study and purchasing of properties.
- F) Room conversions as per SR 17.4

G) Policies and projects for handicapped accessibility (64/96)

17.32 SOURCES OF FUNDING (15/90)

- A) An amount from the operating budget as specified by SR 13.226
- B) Every year the development committee shall review this standing rule, and propose changes in funding if necessary. (3/98)
- C) Donations designated for Development. Devo can investigate legal avenues for encouraging donations. (64/96) (110/03)

17.33 In the event that a project needs more evaluation than can be supplied within the ICC, then the Development Committee may devote Development Fund money to investigating (e.g. architect's plans for additions, or rehab) the feasibility of a possible property purchase. The Development Committee may only approve such monies after consulting the General Manager. (41/89) (64/96) (9/02)

17.4 ROOM CONVERSIONS: The ICC adopts a program of dividing rooms to provide more singles.

17.41 Any conversion must be approved by the house in question prior to a decision by the Board. (17/98)

17.42 Devo is responsible for studying the physical attributes ONLY of all room conversions with the findings reported to Fin.Com for financial analysis.

17.5 DAMAGE CAUSED BY ABUSE, MISUSE, OR NEGLECT

17.51 Devo will investigate and assess fines in accordance with standing rule 15.543 and 15.5 (8/03)(69/04)

A) The voting procedure will be a simple majority with the chair breaking a tie. Any directly involved member of Devo may not vote on the fine.

B) The development committee can assess a fine of up to twice the amount of cost of repair, as detailed in the maintenance policy. (71/04)

17.52 Visible damage does not need to occur in order for damage to be considered damage caused by abuse, misuse, or neglect and fined back to the house. (69/04) (59/05)

A) The appeal for this fine is the same appeal as for any other intentional damage case and the fine must be levied with a consensus of Devo as opposed to a simple majority. The board may repeal/assess this fine should it be brought to the board in a proposal format.

B) This rule cannot be applied in the case of accidental damage from an attempt to repair damage in the house.

17.6 HOUSE COMMUNICATIONS: (80/06) In order to reduce overall maintenance expenses, Devo shall communicate fundamental information with all houses and maintenance managers.

17.61 **BUDGET INSPECTIONS:** In the fall, Devo members will meet with every maintenance manager, on a one-on-one basis, to review the Director of Maintenance Services' budget inspection for that maintenance manager's house, guiding them as to what systems in their house may need attention.

17.62 **MAINTCOM MEETINGS:** At a minimum of once per year, Devo representatives will attend Maintenance Committee meetings, providing information on the conditions of houses and justification for planned major maintenance work. During the annual budget process, Devo will acquire feedback from Maintcom on Devo's recommendations for major maintenance projects. Exact arrangements will be decided between the Development and Maintenance VP's.

17.63 **EDUCATION:** Devo shall work with Maintenance Committee to educate maintenance managers on how to recognize small problems before they become major maintenance situations. Exact arrangements will be decided between the Development and Maintenance VP's.