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**University of Texas Inter-Cooperative Council, Inc.  
Standing Rules as of 5/22/2010**

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**Section 0: Conflict of Interest Policy**

0.0. No member of the Board of Directors or its committees shall vote on or participate in discussion of a motion that they have a personal financial interest in. A personal financial interest is defined as the possibility of financial benefit for the interested party or their family depending on the outcome of the motion. It is the responsibility of the Board of Directors or the interested party to identify any conflict of interest and make it known when the item is presented.

It is the responsibility of the interested party to remove themselves from the meeting prior to discussion and voting on the item for which they have a conflict of interest. The interested party is allowed to present the motion and answer questions, but must not be present for any discussion.

## Section 1: Board of Directors

- 1.1. Membership shall be comprised of the following, all of whom are voting members:
  - 1.1.1. Board Representatives: Duly elected house representatives.
  - 1.1.2. Two Community Trustees.
- 1.2. Overall Functions of all Board members:
  - 1.2.1. Provide overall direction for the co-op on behalf of the membership.
  - 1.2.2. Ensure sound management to achieve ICC's goals.
  - 1.2.3. Serve as primary legally responsible body of ICC.
  - 1.2.4. Exemplify cooperative decision-making.
  - 1.2.5. Communicate with ICC members and represent their concerns to the Board.
  - 1.2.6. Ensure that all Board members adhere to his/her job description, the Articles of Incorporation, the By-laws, and the Standing Rules.
- 1.3. Specific Responsibilities:
  - 1.3.1. Attend Board of Directors meetings and related activities.
  - 1.3.2. Establish long-term purpose and goals, approve annual objectives, and monitor progress toward these goals and objectives.
  - 1.3.3. Set major policies and standards.
  - 1.3.4. Serve on committees and attend meetings.
  - 1.3.5. Hire and fire, monitor and evaluate General Administrator.
  - 1.3.6. Approve capital and operating budgets, ensure adequate capitalization and profitable operations, monitor financial position.
  - 1.3.7. Appoint auditor, review audit.
  - 1.3.8. Appoint legal counsel, represent co-op in legal action.
  - 1.3.9. Act as a professional representative of ICC.
  - 1.3.10. Approve major contracts and changes in assets.
  - 1.3.11. Recommend By-laws changes to members.
  - 1.3.12. Ensure that all ICC policies and state, local and federal laws are followed at the house level. (When violations occur, inform the Board and/or ICC staff.)
  - 1.3.13. Write proposals to the Board when necessary.
  - 1.3.14. Perform all tasks assigned by the Board.
  - 1.3.15. Perpetuate a strong board and ensure election and training of new Board members.
  - 1.3.16. It is suggested to all houses that they grant all Board members full labor credit for their efforts.
- 1.4. Board Representative Job Description: Serve on the Board of Directors and act in the members' best interest.
 

Specific Responsibilities:

  - 1.4.1. Report regularly on Board activities to the member's house; solicit members' opinions on matters coming before the board.
  - 1.4.2. Ensure that the decisions of the Board are carried out in the house.
  - 1.4.3. Act as a resource person for ICC members regarding ICC policy.
  - 1.4.4. Encourage members to become involved in running the ICC.
  - 1.4.5. Ensure house trustee performs job description.
  - 1.4.6. Elections and Appointments
    - 1.4.6.1 Election Length: For all ICC-wide votes, there shall be a minimum of 7 days (168 hours) to vote.
    - 1.4.6.2 Appointment procedure for ICC Board of Director positions:

1.4.6.2.1. Vacant ECC and Community Trustee positions can be filled by appointment by the Board of Directors.

1.4.6.2.2. The date, time, and location of a meeting at which an appointment will be made will be well publicized to the general membership at least three days in advance of the meeting.

1.4.7. Board Recorder

1.4.7.1. Type minutes of Board meetings.

1.4.7.2. Give minutes to the Chair to be incorporated in the Board packet.

1.4.7.3. Is not a member of the Board because he/she is paid to take the minutes.

## **Section 2: Executive Coordinating Committee (ECC)**

2.1. Membership consists of Facilities Coordinator, Finance Coordinator, Membership Coordinator, Education Coordinator, Board Coordinator, and Committee Coordinator and others appointed by the Board of Directors as suggested by the Committee Coordinator.

2.2. Role:

2.2.1. The ECC will have the responsibility of handling problems of the ICC as a whole, handling small problems for the Board and coordinating the committees.

2.2.2. If an emergency Board meeting is called and quorum cannot be met, the ECC has the authority to make decisions on behalf of the Board.

2.2.3. Hear and address member concerns about the staff, procedures of the staff and about the Board.

2.2.4. Direct the General Administrator to make minor changes when necessary.

2.2.5. Evaluate the General Administrator at least once a year (preferably in the Fall semester) in a written report to the Board.

2.2.6. Meet at least once a month.

2.3. Duties of All ECC Coordinators

2.3.1. Serve as a leader to the ICC community

2.3.2. Educate themselves about ICC policy, programs, basic finances, and all other information relevant to their primary area of responsibility.

2.3.3. Report regularly to the Board; once per month submit a written account of their activities and the activities of their committee(s) to the Board.

2.3.4. Submit for approval semester objectives to the Board. Revise semester objectives as needed.

2.3.5. Keep in regular communication with other members of the ECC, the Board and staff.

2.3.6. Familiarize themselves with the activities and procedures of the Board (See SR 3 and Bylaws)

2.3.7. Communicate with and promote the involvement of the general membership.

2.3.8. If possible, attend NASCO institute

2.3.9. Develop a close working relationship with appropriate staff member(s); provide input to the General Administrator about staff performance.

2.3.10. Ensure completion of all tasks assigned by the Board.

2.3.11. With their committees, write proposals to the Board as necessary.

2.3.12. Review Standing Rules relevant to their area and as necessary recommend revisions to the Board

2.3.13. Ensure organizational continuity through recruitment and training of successive generations of ECC.

2.3.14. Attend and participate in all Board meetings

2.3.15. Perform all tasks according to the Move in/Move out policy (SR 5.8)

2.3.16. File an exit statement upon leaving office.

2.4. Board Coordinator: Serve as organizational leader and visionary. Functions as corporate president.

2.4.1. Primary Areas of Responsibility: Vision and Long-term goals of the organization as a whole

2.4.2. Leadership Roles:

2.4.2.1. Chair meetings of the Board of Directors; ensure that the Board is fulfilling its role and essential functions (see Standing Rules 1, 3 and By-laws).

2.4.2.2. Serve as trustee to the organization as a whole; oversee the overall state of ICC. Raise important issues to the Board and ensure problems are addressed.

- 2.4.2.3. Provide vision and direction to the Board and ICC as a whole.
- 2.4.2.4. Coordinate and ensure training for the Board of Directors; mentor, lead and advise members of the Board.
- 2.4.2.5. Ensure accountability of the Board to the general membership.
- 2.4.2.6. Coordinate the board in choosing long term-goals and monitor the Board's progress towards those goals.
- 2.4.2.7. Be the primary voice of member goals, needs, and concerns to the staff and ECC.
- 2.4.2.8. Ensure accountability of staff to the Board and the general membership.

#### 2.4.3. Specific Duties:

- 2.4.3.1. With Board members, ECC, staff, create agendas for Board meetings.
- 2.4.3.2. Ensure the preparation and distribution of Board Packets and other materials for the Board of Directors (See Standing Rules 3.4).
- 2.4.3.3. Ensure an organization-wide evaluation of the General Administrator at least twice in his/her first year of employment and once each year thereafter (preferably in the Fall).
- 2.4.3.4. Work closely with the Committee Coordinator; in the absence of a performing Committee Coordinator, perform the essential duties of that office.
- 2.4.3.5. Chair the Management Committee

2.5. Committee Coordinator: Coordinate the activities of the committees with the activities of the Board to ensure organizational follow through. Serve as corporate secretary and vice president.

#### 2.5.1. Primary Areas of Responsibility: Organizational Effectiveness and Accountability

#### 2.5.2. Leadership Roles:

- 2.5.2.1. Chair meetings of the Executive Coordinating Committee. Ensure all tasks and duties of the committee are addressed. (See ECC description Standing Rules 2.1-3).
- 2.5.2.2. Promote involvement of the general membership; ensure that the general membership is being represented in the governance, management, and decision making of the organization.
- 2.5.2.3. Ensure appropriate committee involvement in proposals brought before the Board
- 2.5.2.4. Ensure Board decisions result in appropriate action.
- 2.5.2.5. Serve as liaison between the Board and committee chairs
- 2.5.2.6. Ensure education and training of ECC members and committee chairs
- 2.5.2.7. Ensure committee accountability; report to the Board and Houses on performance of ECC Coordinators and committee members.
- 2.5.2.8. As necessary, call ad-hoc committees and propose standing committees based on organizational needs.
- 2.5.2.9. As tasks and issues arise, ensure they are delegated to the appropriate committee or individual.
- 2.5.2.10. Ensure record keeping in the areas of governing documents and organizational history.
- 2.5.2.11. Maintain a guide for committee chairs and members on how best to chair and participate in committee meetings.

#### 2.5.3. Specific Duties

- 2.5.3.1. Attend Board meetings
- 2.5.3.2. Update the Standing Rules and bylaws as needed.

- 2.5.3.3. Create the Annual Planning Calendar that incorporates semester objectives from ECC chairs. Monitor progress based on those objectives and report to the Board.
- 2.5.3.4. Ensure that the Board, staff, and houses enforce ICC policy.
- 2.5.3.5. Keep a record of all proposals brought to the Board.
- 2.5.3.6. Work closely with the Board Coordinator; in the absence of a performing Board Coordinator, perform the essential duties of that office
- 2.5.3.7. Recruit and monitor Board recorder

2.6. Financial Coordinator: Leads the organization in balancing member goals and needs with the organizations financial demands. Serves as corporate treasurer.

2.6.1. Primary Areas of Responsibility: The financial health of ICC by monitoring the budget, revenue and expenditures

2.6.2. Leadership Roles:

- 2.6.2.1. Chair the Finance Committee. Ensure all task and duties of the Committee are addressed (see Finance Committee description, Standing Rules 4.2).
- 2.6.2.2. Ensure the financial training of the Board.
- 2.6.2.3. Coordinate and facilitate the budget planning/rent setting process of the Board.
- 2.6.2.4. With the Accounting Administrator and Finance Committee analyze finances of ICC as a whole and recommend policy based on this analysis.
- 2.6.2.5. Review and recommend changes to ICC financial policies with Financial Committee as needed.
- 2.6.2.6. Promote initiatives to increase revenue, and/or decrease expenses; explore alternative sources of funding, i.e. fundraising, refinancing of debt, expansion, etc.
- 2.6.2.7. Work with the Facilities Coordinator on financing and development of properties

2.6.3. Specific Duties:

- 2.6.3.1. With Finance Committee, propose and submit a budget for the ICC as a whole.
- 2.6.3.2. Regularly review variance reports with staff; ensure these are presented to and reviewed by the Board on a regular basis.
- 2.6.3.3. Ensure a yearly financial audit
- 2.6.3.4. Inform all committees of policy affecting their budgeting during budget season.
- 2.6.3.5. Once per semester, (as recommended by the auditor on August 20, 2000) review bank reconciliation's and cancelled checks for reasonableness of expenditures.
- 2.6.3.6. Coordinate training for treasurers during the first month of each semester and as needed.

2.7. Facilities Coordinator:

2.7.1. Primary Areas of Responsibility: The physical state of ICC properties

2.7.2. Leadership Roles:

- 2.7.2.1. Chair the Facilities Committee. Ensure all task and duties of the Committee are addressed (see Facilities Committee description, Standing Rules 4.3).
- 2.7.2.2. Train and advise house Maintenance Officers, conduct workshops or seminars as needed.
- 2.7.2.3. Plan and monitor facilities projects and programs with the Facilities committee and the Facilities Administrator.
- 2.7.2.4. Promote basic house safety and security with House Maintenance Officers and professional staff.
- 2.7.2.5. Promote initiatives to improve the state of ICC facilities.

2.7.2.6. Work with the Financial Coordinator on financing and development of properties

2.7.3. Specific Duties:

2.7.3.1. Ensure inspection of houses by the Facilities Committee at least once a semester and report to the Board.

2.7.3.2. With Facilities Committee, coordinate the Spruce Up program (See Standing Rules 6.8)

2.7.3.3. Monitor the safety and security condition of each house.

2.7.3.4. Coordinate planning for the Facilities Related budget areas. Submit budget proposal for approval by the board during budget season.

2.8. Membership Coordinator:

2.8.1. Primary Areas of Responsibility: Occupancy - Recruitment, Retention, and Internal House Issues

2.8.2. Leadership Roles:

2.8.2.1. Chair meetings of the Membership Committee and its sub-committees. Ensure all tasks and duties of the Committee are addressed (see Membership Committee Description, SR 4.5).

2.8.2.2. Work with house membership officers and staff to maintain high levels of occupancy in ICC.

2.8.2.3. Train and advise house membership officers.

2.8.2.4. Coordinate advertising and recruitment initiatives

2.8.2.5. Promote measures to increase occupancy and member retention

2.8.2.6. Be aware of internal house issues that affect occupancy; ensure they are addressed appropriately and reported to the board

2.8.3. Specific Duties

2.8.3.1. Have a working knowledge of ICC Membership policies (Member Review policy, sexual harassment policy, house membership policies etc.). Be able to facilitate member reviews, as well as investigate and attend Membership Reinstatement proceedings.

2.8.3.2. Monitor new member recruitment and signing process; be aware of house ratios of students to non-students, experienced to new co-ops, and gender balance; report to the Board and suggest action if and when problems arise.

2.8.3.3. Facilitate the management of the ICC Website.

2.8.3.4. Work closely with the Education Coordinator; in the absence of a performing Education Coordinator, perform the essential duties of that office.

2.8.3.5. Coordinate planning for the Membership related budget areas. Submit budget proposal for approval by the board during budget season.

2.9. Education Coordinator:

2.9.1. Primary Areas of Responsibility: The growth of the formal, informal and cooperative education of the membership.

2.9.2. Leadership Roles:

2.9.2.1. Chair meetings of the Education Committee and its sub-committees. Ensure all tasks and duties of the Committee are addressed (see Membership Committee Description, Standing Rules 4.5).

2.9.2.2. Promote greater understanding and knowledge of ICC (structure, governance, history, ext.) as well as cooperative principals and the larger cooperative movement as a whole.

2.9.2.3. Train and advise house education officers.

2.9.2.4. With Membership, Education Committee and Member Resources Staff develop educational materials (i.e. Owner's Manuals, ICC Book of Answers, Packets for New Member Orientation etc., website educational materials)

2.9.2.5. To the best of their abilities, promote initiatives to improve the formal education of members.

2.9.3. Specific Duties:

2.9.3.1. Coordinate ICC educational and social events and programs (workshops, orientation, training, parties and NASCO)

2.9.3.2. Ensure a New Member Orientation is held every semester.

2.9.3.3. Coordinate house officer training every semester.

2.9.3.4. Coordinate General Membership Meeting planning in the fall and spring semesters.

2.9.3.5. Ensure houses are provided with updated ICC policies (Standing Rules) and ensure house policies are provided to the ICC Office.

2.9.3.6. With the Membership and Education Committee, publish the ICC newsletter.

2.9.3.7. Coordinate planning for the Education related budget areas. Submit budget proposal for approval by the board during budget season.

2.9.3.8. Work closely with the Membership Coordinator; in the absence of a performing Membership Coordinator, perform the essential duties of that office.

2.10. Future Asset Development (FAD) Coordinator:

2.10.1. Primary Areas of Responsibility: To facilitate the long-term planning of ICC, preservation, and expansion of ICC properties.

2.10.2. Leadership Roles:

2.10.2.1. Chair meetings of the FAD Committee. Ensure all tasks and duties of the Committee are addressed (See FADCOM Description).

2.10.2.2. Work with general membership to develop and sustain a long-term plan for ICC

2.10.2.3. Recruit standing members for FAD committee and make sure it represents a diverse cross-section of the membership.

2.10.2.4. Work closely with the General Administrator to survey the opportunities and risks associated with the development of ICC for the future.

2.10.3. Specific Duties:

2.10.3.1. Long Term Development Plan and, as needed, a State of the Houses Report.

2.10.3.2. Update and maintain the Property Acquisition Criteria that determines whether an available property is feasible for ICC's expansion.

2.11. ECC Scholarships

2.11.1. Any ECC officer who serves for an entire term (June 1st through May31st) and whose performance is judged adequate by a majority vote of the board at the end of their term will be awarded a contract for the subsequent summer contract period with all rent (including discretionary allotment) waived, for any open spot in ICC. If an ECC officer serves less than a full term (three semesters) then apply the following: each semester served equals 1/3 off summer rent or one month free per semester served. The officer must serve for the majority of a semester (by days rounded up) or achieve the Board approved semester objectives (see coordinator job descriptions) to get the scholarship. If the coordinator leaves office in any given semester yet has served a majority of it, credit will only be given if the board of that semester votes to approve it. For summer semesters, the officer must be in office by July 1 to receive the award.

2.11.2. If the ECC member has a scholastic, professional, or familial obligation that prevents him/her from taking advantage of the summer scholarship, the Board of Directors may approve the postponement of said scholarship to the following Fall semester. However, the ECC member is responsible for paying the difference of rent prices between the summer and fall (generally this would be \$100 per month). For partial terms, see Standing Rules 2.10.1.

2.11.3. If the ECC officer does not wish to take a contract with ICC for the subsequent summer, ICC will instead award \$250 if they serve a full term (three semesters). If the officer serves less than a full term, apply the following; each fall and spring semester equals \$100. The officer must serve for the majority of a semester (by days rounded up) or achieve the Board approved semester objectives (see coordinator job descriptions) to get the scholarship. For summer semesters, the officer must serve at least two months or be in office by July 1 to get \$50 for the semester.

2.11.4. The board may also vote to award only a part of the full rent break or cash award for the summer if it judges performance only partially satisfactory.

### **Section 3: Board Meetings**

- 3.1. Board Meeting Agenda: The Board Coordinator will write the agendas for Board meetings. Any member of ICC or the General Administrator may put an item on a Board meeting agenda by informing the Chair at least nine days before the meeting.
- 3.2. Board Meeting Place: The Board of Directors will hold its meetings at a meeting place decided upon by the chair. The meeting place must be announced 72 hours before the meeting is to take place.
- 3.3. Adoption of Agenda and Minutes
  - 3.3.1. Minutes, which are put into the Board packet, shall be voted on.
  - 3.3.2. Corrections to the minutes will be noted in the current minutes.
  - 3.3.3. The published agenda shall be reviewed. Suggested changes, additions, and deletions will be adopted if there are no objections. Otherwise, they must be approved by a vote of the Board.
  - 3.3.4. All Board Representatives, ECC Coordinators, and staff present shall give a report on the activities and state of his/her house and/or his/her current activities related to ICC.
- 3.4. Board Packets will be distributed to all Board Members seven days before each meeting. The following materials are required for Board Packets:
  - 3.4.1. Agenda
  - 3.4.2. Table of Contents
  - 3.4.3. Proposals
  - 3.4.4. General Administrator's Report
  - 3.4.5. Committee Reports (as needed)
  - 3.4.6. Recent Board Actions (for the current semester)
  - 3.4.7. Upcoming Proposals
  - 3.4.8. Minutes from the previous board meeting; The minutes will indicate discussion and all general ideas voiced on issues under consideration, all motions with sponsor and second, all votes, including any roll call votes. Also, any person may have a specific statement attributed to them in the minutes if they request it.
  - 3.4.9. Occupancy Report
  - 3.4.10. Debt Report
  - 3.4.11. Current Committee Information
  - 3.4.12. Page Numbers
  - 3.4.13. Contracts to be reviewed for outstanding debt (last month of contracts only)
- 3.5. The following materials are required to be kept and maintained by Board Members:
  - 3.5.1. Board Goals
  - 3.5.2. Board Member Job Description
  - 3.5.3. How to Write a Proposal; Proposal Template
  - 3.5.4. Organizational Structure (Board & Committee)
  - 3.5.5. ECC Coordinator Positions
  - 3.5.6. Annual Planning Calendar
  - 3.5.7. Calendar of Board Meetings
  - 3.5.8. Budget Planning Calendar
  - 3.5.9. Past Board Actions (past 2 years)
  - 3.5.10. Long Term Financial Plan (Five Year Plan)
  - 3.5.11. Current Rent Rates
  - 3.5.12. Current Year's Budget
  - 3.5.13. Preceding Year's Budget
  - 3.5.14. Upcoming Year's Budget (Spring)

- 3.5.15. Articles of Incorporation
- 3.5.16. Bylaws
- 3.5.17. Standing Rules (physically update 2 times per semester)
- 3.6. Board Packet Distribution: Full Board packets are distributed to the following:
  - 3.6.1. One copy per Board Representative
  - 3.6.2. One copy per ECC Coordinator
  - 3.6.3. One copy per house
  - 3.6.4. One copy for the General Administrator
  - 3.6.5. Two copies for the ICC office, one for general perusal, and one for the official file.
- 3.7. General Proposal Procedures:
  - 3.7.1. When discussing a specific proposal, the following structure shall be used:
    - 3.7.1.1. The sponsor of the proposal presents it briefly.
    - 3.7.1.2. Clarifying Questions. These are factual questions only. No opinions allowed! The chair, who recognizes people with questions, calls on an appropriate person to answer. The person who answers the question can only answer the question; he/she cannot offer any additional unsolicited information.
    - 3.7.1.3. Discussion is only allowed on friendly amendments.
    - 3.7.1.4. During discussion, debate the issue and give opinions.
    - 3.7.1.5. Vote.
    - 3.7.1.6. People who voted in opposition may state objections or concerns for the minutes.
- 3.8. During any item indicated as "discussion" on the agenda, no motions may be made other than a request that the item be tabled.
- 3.9. Stack and Discussion:
  - 3.9.1. Before and during the discussion, any person may be placed on the stack by indicating this desire to the chair or other designee.
  - 3.9.2. The chair or other designee shall call on people in the order they were added.
  - 3.9.3. A person, acknowledged by stack keeper, shall be allowed to speak as long as he/she has something relevant to add to the discussion.
  - 3.9.4. After the allotted time for an agenda item expires, no one else may be added to the stack and no motions may be introduced. The Board may vote to extend time for an issue.
- 3.10. Motions
  - 3.10.1. No motion may be offered if there is one currently under consideration.
  - 3.10.2. Any Board member who has been acknowledged by the chair shall be permitted to make a motion that is relevant to the current agenda item. All motions must have a second from another Board member to be considered.
  - 3.10.3. Any Board member who has the floor may suggest an amendment to the motion under consideration. If both the sponsor and the second of the motion accept the amendment, it is incorporated into the motion (friendly amendment). If the amendment is not accepted, it may be called to a vote and incorporated into the motion if approved by a majority vote.
  - 3.10.4. The sponsor of a motion may withdraw it at any time.
  - 3.10.5. When the last person on the stack has spoken, the motion under consideration shall be brought to a vote. The motion shall be read and a vote taken and recorded. All voting members present must indicate for, against, or abstaining.
  - 3.10.6. If the sum abstentions and votes against is equal to the number of votes for a motion, this shall constitute a tie and the chairperson of the board may vote.
- 3.11. Special Actions

- 3.11.1. Any ICC member present may request that a roll call vote, which requires each vote to be individually recorded.
- 3.11.2. Any Board member with the floor may request that the current discussion item or motion be tabled to a specified committee for a recommendation or to a specified later meeting. This action requires a second and is voted upon immediately, without discussion.
- 3.11.3. A Board member may interrupt at any time to call attention to a deviation from the accepted Board meeting procedures and ask that the rules be enforced (point of order).
- 3.11.4. A Board member may interrupt at any time to correct false information that is personally damaging or to ask that some aspect of the physical environment be changed to make it more conducive to a productive meeting (point of personal privilege).
- 3.11.5. A Board member may interrupt at any time to ask for a clarification of something that the speaker said (point of clarification).
- 3.11.6. A Board member may interrupt the speaker to request that the current agenda item be conducted under executive session. If executive session is approved, minutes will not be published for that agenda item. This action is reserved for extremely sensitive issues.
- 3.12. Board Process
- 3.12.1. All persons at a Board meeting are expected to show respect for one another and to refrain from personal insults.
- 3.12.2. Any aspect of the rules may be changed for the duration of the meeting upon a majority vote of the voting Board members present. A request to alter the meeting procedure may be made by any Board member with the floor. Any permanent change in Board rules may be made under the same restrictions as any other motion.
- 3.13. Duties and Powers of the Chair:
- 3.13.1. The chair of the meeting shall have the responsibility for implementing the meeting procedure rules, and may, when appropriate, allow deviations. However, if any Board member so requests, the chair must enforce the rules.
- 3.13.2. The chair of the meeting shall have the right to interrupt at any time to implement board rules and to facilitate productive discussion.
- 3.13.3. The chair of the meeting shall have the right and the responsibility to reprimand or expel anyone present who is disrupting the progress of the meeting.
- 3.13.4. Any person expelled by the chair may appeal immediately to the Board. A vote will be taken immediately of all voting Board members present on whether or not to reverse the expulsion.
- 3.13.5. The chair of the meeting shall be responsible for notifying houses of any absences.
- 3.14. The Board of directors will hold its regular meeting at a location set by the chair. Membership shall be notified of the location at least 72 hours in advance of the meeting. (passed on 1-25-05)
- 3.15. Community Guidelines for the board are decided at each board retreat. They may be adjusted or added to with a majority vote on the board at any time. Community Guidelines are as follows:
- 3.15.1. Respect (boundaries)
- 3.15.1. Listen when others are talking
- 3.15.1. Open Communication—Speak up—and it should get back to houses
- 3.15.1.4. Everyone has a chance to speak
- 3.15.1.5. Respect Identities/Language
- 3.15.1.6. Respect time—be on time and task and be prepared for meetings
- 3.15.1.7. Step up step back—if you talk a lot leave room for others, if you talk little step up and say what you think.

- 3.15.1.8 Product vs. Process—need a balance between going through process and getting things done.
- 3.15.1.9. Feedback is given without judgment in the group. Follow up 1 on 1 if necessary.
- 3.15.1.10. Use “I” statements.
- 3.15.1.11. Call out issues not people.
- 3.15.1.12. Be fully present.

## Section 4: Committees

[Please click here to see the Committee Meeting Minute Archives](#)

4.1. Meeting Procedures for Standing Committees: Standing Committees will use formal meeting procedures established by that committee. No rules established by the committee may contravene the following rules:

A committee meeting is not in order unless a minutes-taker has been designated and accurate minutes are being recorded. The minutes-taker must file all minutes with the central office.

If a committee has not met for 6 weeks since the previous meeting of the committee and more than 4 weeks have passed since the start of an ICC semester, any 5 voting members of the committee may call for a committee meeting through an e-mail to the committee mailing list and the open ICC list. The e-mail must give 5 days notice prior to the meeting. If the committee chair does not attend the meeting, a temporary chair for that meeting will be elected from amongst the voting members.

### 4.2. Finance Committee (FiCom)

4.2.1. Voting members include assigned Board Members, house elected representatives or the house's Treasurer by default, and the Finance Coordinator, who serves as the chair.

#### 4.2.2. Specific Responsibilities:

- 4.2.2.1. Serve as a conduit for members with concerns regarding financial policies.
- 4.2.2.2. Evaluate and recommend financial policies delegated by the Board.
- 4.2.2.3. Provide the Board with several viable budget drafts each spring.
- 4.2.2.4. Perform scheduled policy reviews as prescribed elsewhere in the Standing Rules, including reviewing the Cash Reserves Policy every five years.

### 4.3. Facilities Committee (FacCom)

4.3.1. Voting members include assigned Board Members, house elected representatives or the House Maintenance by default and the Facilities Coordinator, who serves as chair.

- 4.3.1.1. Set maintenance and facilities goals and create five year or other long- term plan to achieve those goals.
- 4.3.1.2. Develop financial priorities and set budget for those maintenance goals.
- 4.3.1.3. Draft ICC policy and procedure relating to maintenance goals.
- 4.3.1.4. Allocate Maintenance Discretionary Funds to houses per policy.
- 4.3.1.5. Ensure house basic safety requirements by creating safety and security worksheet to be maintained by house Maintenance Officers and submitted to Facilities Coordinator or Facilities Administrator by second month of every signing period.
- 4.3.1.6. Define house and ICC maintenance responsibilities.
- 4.3.1.7. Recommend houses for Spruce Up and Capital Improvement projects.
- 4.3.1.8. Organize at least one maintenance educational workshop each semester.

### 4.4. Management Committee (ManCom)

4.4.1. Voting Members include assigned Board Members, house elected representatives or the House Trustee by default, and the Board Coordinator, who serves as chair.

#### 4.4.2. Specific Responsibilities:

- 4.4.2.1. Serve as a conduit for members with concerns regarding management and ICC policies in general.
- 4.4.2.2. Review all ICC policies and recommend changes to the board when necessary.
- 4.4.2.3. Evaluate ECC and Board goals, their implementation, and progress.
- 4.4.2.4. Formulate management budget during the budget season, which should include staff and office expenses.
- 4.4.2.5. Recommend hiring and firing of staff and/or consultants to the Board of Directors.
- 4.4.2.6. Monitor and conduct ICC wide elections.

#### 4.5. Membership Committee (MemCom)

4.5.1. Voting members include assigned Board members, house elected representatives or the House Membership Officer by default, and the Membership Coordinator, who serves as chair.

##### 4.5.2. Specific Duties:

- 4.5.2.1. Serves as a conduit for members with concerns regarding membership policies.
- 4.5.2.2. Evaluate and recommend membership policy changes to the Board.
- 4.5.2.3. Communicates with Member Resources Administrator on a regular basis to recommend projects, policies, or procedures.
- 4.5.2.4. Manage ICC website. The committee may delegate such responsibility to another committee or individual and may revoke it at any time.
- 4.5.2.5. The Member Resources Administrator will use the web panel to create ftp users and passwords for anyone authorized to access the web site.
- 4.5.2.6. In the event that the Membership Committee is unable to manage the web site then the Member Resources Administrator is authorized to make needed updates. The MRA must notify the Board in writing that this has happened.
- 4.5.2.7. The General Administrator has the authority to make the changes to the web site and can delegate this authority.
- 4.5.2.8. Administer the annual ICC T-Shirt Contest
  - 4.5.2.8.1. Select a design winner from member entries in conjunction with staff and/or a qualified group of members, and award between \$100 and \$200 as determined and advertised in advance by the committee, to the designer of the winning t-shirt.
  - 4.5.2.8.2 The window of entry should be between 2-4 weeks, upon selection, the design must be submitted to the Board of Directors who will determine whether or not to fund the printing of the t-shirts, in which case the shirts will be offered at a token amount of \$2-\$5 to members.
  - 4.5.2.8.3. If they choose not to, the designer will be awarded from the advertising budget and the printing of the t-shirt will be financed solely from t-shirt sales revenue. Expenses will be covered from the advertising budget.

4.5.3 Investigate, review, and vote on Membership Reinstatement, according to Membership Reinstatement Policy.

#### 4.6. Education Committee (EdCom)

4.6.1. Voting members include assigned Board Members, house elected representatives or the House Education Officer by default, and the Education Coordinator, who serves as chair.

##### 4.6.2. Specific Duties:

- 4.6.2.1. Serves as a conduit for members with concerns regarding education policies.
- 4.6.2.2. Evaluate and Recommend education policy changes to the Board.

- 4.6.2.3. Promote greater understanding and knowledge of ICC policy, governance, history, and structure.
- 4.6.2.4. Promote greater connectivity between the ICC community and the wider Austin community by publicizing educational opportunities and events around the city.
- 4.6.2.5. Work with Membership Committee and the Member Resources Administrator to develop education materials such as Owner's Manual, ICC Book of Answers, Packets for New Member Orientation, and website educational materials.
- 4.6.2.6. Help generate ideas for ICC educational programs and social events and coordinate their execution.
- 4.6.2.7. Help plan the next year's Education related budget, including a scholarship budget, and submit a proposal for approval by the board during budget season.
- 4.6.2.8. Facilitate the exchange of information and ideas between houses regarding educational opportunities and events.
- 4.6.2.9. Schedule, promote, and carry out an annual Education Scholarship and Art Scholarship.
- 4.6.2.10. The Education Committee may hear appeals from the Newsletter Editor if the Member Resources Administrator decides not to award the \$50 scholarship for producing the Newsletter.

#### 4.7. Future Asset Development Committee (FADcom)

##### 4.7.1. Voting Policy

- 4.7.1.1 The voting members will include all current ICC members and community trustees that choose to attend as well as appointed board members and the FAD coordinator, who will serve as the chair. Three voting members will constitute quorum.
- 4.7.1.2 Commentary and discussion may be contributed to/by any person(s) that would like to attend a meeting, but only current ICC members and Community Trustees are allowed to vote at a Future Asset Development Committee meeting.
- 4.7.1.3 All votes will be determined by a majority of those present and voting. There will be no proxy voting. Due to the strong potential for meeting attendance fluctuations, abstentions will be immaterial.

##### 4.7.2. Specific Duties

- 4.7.2.1 Serve as a forum for discussion regarding expansion or redevelopment opportunities.
- 4.7.2.2 Draft ICC policy and procedure relating to future asset development and related goals.
- 4.7.2.3 Keep ICC informed of the state of potential development opportunities
- 4.7.2.4 Maintain and update the Property Acquisition Criteria every fall.
  - 4.7.2.4.1. The Property Acquisition Criteria are the minimum requirements a property must meet in order to be considered viable for acquisition.

##### 4.7.3. Develop a Long Term Plan derived from the general membership reaction and previous long term plans to be presented as a proposal at the Spring General Membership Meeting.

###### The Long Term Plan:

- 4.7.3.1. Provides a summary of the current market status and membership reactions.
- 4.7.3.2. Details plans for the next five years of asset development.
- 4.7.3.3. The Long Term Plan must be accompanied by a corresponding Five Year Budget.
- 4.7.3.4. Identifies objections, including risks, of the Long Term Plan
- 4.7.3.5. The Long Term Plan must be submitted to the Board of Directors for discussion and approval before being presented at the Spring General Membership Meeting.

4.7.3.6. Determines ICC's current market potential in terms of buying power and renovation capability.

4.7.3.7. Identifies variable scenarios for development and compares these scenarios in terms of cost and benefit.

4.7.3.8. A member must be chosen to present an opposing argument at the Spring General Membership Meeting.

4.7.4. Develop a Survey on the topic of the Committee's choice with board approval to be administered once a year.

4.7.4.1 The Future Asset Development Survey must gauge the reaction of the membership to the information presented in the Financial Abilities Report and the State of Our Houses Report. Its intention is to help the committee determine the most appropriate approach to long term planning.

## Section 5: House Operations

### 5.1. ICC Alcohol Policy

#### 5.1.1. Definitions

5.1.1.1. Alcoholic Beverage means alcohol, or any beverage containing more than one-half of one percent alcohol by volume, which is capable of use for beverage purposes, either alone or diluted. (See Tex. Alcoholic Beverage Code 1.04)

5.1.1.2. ICC means University of Texas Inter-Cooperative Council, Inc.

5.1.1.3. Minor means a person who is under 21 years of age. (See Tex. Alco. Bev Code 106.01)

5.1.1.4. Public means persons who are not members of ICC.

5.1.1.5. To sell alcoholic beverages means to receive any form of compensation in return for an alcoholic beverage, including but not limited to (1) exchanging money for an alcoholic beverage; (2) charging a cover share (fee for entry charged at the door) if alcoholic beverages are then served at no charge; (3) charging for tickets in advance of an event if alcoholic beverages are served at the event at no charge; (4) taking a tip for service of an alcoholic beverage, even if the alcoholic beverage is served at no charge.

5.1.1.6. TABC means Texas Alcoholic Beverage Commission.

#### 5.1.2. Rules for Parties Where Any Alcoholic Beverage Is Sold

5.1.2.1. A temporary alcohol permit must be obtained from the TABC to sell alcohol. The following rules for parties where any alcoholic beverage is sold apply to serving or providing (not just selling) alcohol when ICC is acting under the authority of a TABC permit or license. In other words, when the ICC has a permit for a party or other event because alcohol is being sold, the rules apply to any alcohol served or otherwise provided at that party, whether the particular drink is being paid for or not.

5.1.2.2. No alcoholic beverages shall be sold, served, or provided between the hours of 2am and 7am. Hours of service and consumption shall be strictly limited to 7am to 2am. All beverages should be collected at 2am, and no alcoholic beverages should be served after 2am.

5.1.2.3. Alcoholic beverages shall not be sold, served, or provided to minors. No person shall be served an alcoholic beverage without producing a valid Texas driver's license or identification card showing the person to be 21 years of age or older. See Tex. Alco. Bev. Code 106.03.

5.1.2.4. Alcoholic beverages shall not be sold, served, or provided to any person who is obviously intoxicated. See Tex. Alco. Bev. Code 2.02(b)(1).

### 5.2. Alcoholic Beverages and Minors

5.2.1. ALCOHOLIC BEVERAGES SHALL NOT BE SERVED OR PROVIDED TO MINORS AT ANY PARTY UNDER ANY CIRCUMSTANCES

5.2.2. The following rule must be followed when hosting any party where any alcoholic beverages are served or provided to any person:

5.2.2.1. Alcoholic beverages shall not be served or provided to minors.

### 5.3. No Legal Duties Created

5.3.1. This policy shall not be construed to create any legal duty on the part of ICC toward ICC members or the public.

### 5.4. ICC Members to Follow This Policy And The Laws of Texas

5.4.1. UNDER ALL CIRCUMSTANCES AND AT ALL TIMES, MEMBERS OF ICC ARE EXPECTED TO FOLLOW THIS POLICY AND THE LAWS OF THE STATE OF TEXAS CONCERNING THE PURCHASE AND CONSUMPTION OF ALCOHOL.

#### 5.5. Purchase of Alcoholic Beverages

5.5.1. No ICC central or house funds may be used to purchase alcoholic beverages, with the exception of alcohol used for cooking.

5.5.2. Violations of the above (2.56.1) shall be considered theft; violators will own any monies concerned to the ICC. No admission charges or cover charges may be required at any entry into an ICC subdivision (house). ICC (central or house) sponsored flyers may not mention alcohol, except to note that functions are B.Y.O. (bring your own alcohol) and that alcohol will not be provided. Only the Board of Directors may waive the above provisions. The ICC does not condone or indemnify illegal sales or the consumption of alcohol or any illegal substance.

#### 5.6. ICC Boarder Policy

5.6.1. The House Treasurer is responsible for the accounting of all boarders at their house. These responsibilities include the following:

5.6.1.1. Collecting boarder fees on a monthly basis

5.6.1.2. Depositing boarding fees into the house Food Account on a monthly basis

5.6.1.3. Limiting the number of boarders at houses without health department status so that there are no more than 24 people paying to eat at the house at one time.

5.6.2. Houses are encouraged to pay close attention to the boarders in their houses as mismanagement of boarders can lead to lack of food and money which will cause stress in a house. The house can use the money obtained from the boarders in accordance with ICC policy. However, the house is responsible for all boarder charges and any deficits resulting in non-payment of boarder charges. If a house mismanages their house funds, then the ICC Board of Directors is empowered to take the following actions:

5.6.2.1. Remove the house's right to have boarders

5.6.2.2. Remove a house's checkbook and place it in the control of the ICC Financial staff

5.6.3. Mismanagement is defined by the following criteria:

5.6.3.1. A serious lack of food and supplies in a house on a consistent basis

5.6.3.2. Persistent overdraft of checks on the house food account

5.6.3.3. House member complaints

5.6.4. The above criteria are left to the judgment of the Accounting Administrator. If any house is viewed to be mismanaging their funds, then the Accounting Administrator will report it to the Board. ICC general membership is encouraged to report any mismanagement to the Accounting Administrator or the ICC Board of Directors.

5.6.5. Houses are encouraged to take great care that their residents are adequately fed. Sacrificing the obligation to feed its members will cause enormous stress on a house and eventually residents will move out.

#### 5.7. Changes to Room Size Designation

5.7.1. No house in ICC can make room size designation changes without approval of the Board

5.7.2. Room Occupation Policy (updated 06/23/2006, passed by BOD on 02/22/2006)

5.7.2.1. Rooms that either do not have a current contract, have been abandoned, or are suspected to have an un-contracted tenant will be reviewed at staff's discretion to insure that they are empty and available to be contracted for, and are clean.

5.7.2.2. Specifically: At the beginning of each semester, during interim, and at staff's discretion, staff will check that the office keys work for each room that has no contract or that has been abandoned and that the room is clean and in decent condition. (If the

room is damaged, not clean, or the key does not work, staff will refer to the check out policy for action to be taken) If during that semester, the room is found not as clean or in decent condition compared to the beginning of the semester, the house will be given seven days to clean the room and fix damages or staff will have the room cleaned and the house will be charged the exact cost of cleaning the room and/or fixing any damages.

5.7.2.3. If a room that is supposed to be empty is occupied (at any time during the semester) or the office key does not work in the door (not counting the first visit for inspection) and the room cannot be opened at that time the house will be given notice to correct the situation within 24 hours. The room will be reinspected after the 24 hour period and the room will be reviewed once again. If the room continues to appear to be occupied or the office key still does not work the house will be fined \$200 for the first occurrence, and \$100 more for each additional occurrence in the same ICC fiscal year. (for example- the third occurrence shall cost \$400)

5.7.2.4. If any person is living in an ICC room without a contract, then the disciplinary process outlined in point 3 will apply to said person and the house. Each occupied room (that should be empty) counts as a separate occurrence. A room that is occupied by someone with an ICC contract and another person without an ICC contract shall count as an occurrence. (Please see Split Single Policy)

5.7.2.5. If a current member is in a room that should not be occupied, that counts as an occurrence. Staff will send an e-mail indicating that a room was found occupied, locked, or uninhabitable to the house e-mail list so that as many members of the house as possible shall be made aware of the potential fine and the need to resolve the occurrence.

5.7.2.6. Occupants will have 48 hours from when the house is notified by e-mail to remove their belongings. Rooms can be reviewed again 48 hours after the notification is sent by e-mail. If the room is still occupied it will count as an additional occurrence. The house may appeal fines to the board.

#### 5.8. Move-in/Move-out (Reviewed and updated 10/11/06)

5.8.1. An elected member at each house will check rooms for which the contract has ended during the specified move-out dates or whenever a room is vacated. If necessary, an additional person can be hired at the discretion of ECC or staff.

5.8.1.1. The elected member will check empty rooms in accordance with ICC Room Damage Charges.

5.8.1.2. Check-out forms will be returned by the elected member to the office so that fines for damages (if any) may be taken out of the member's room deposit.

5.8.1.3. Funding for the hired person will come first from any fines collected for not turning in check-in/check-out forms, and secondarily from the Facilities Committee Discretionary Fund.

5.8.1.4. The elected member will inform staff of rooms that need to be cleaned or worked on before the next person moves in.

5.8.2. Staff may designate members of a Clean-Up Squad to improve conditions in common spaces of houses that new members would find unacceptable, subject to the following conditions:

5.8.2.1. Members of the ECC will ensure that houses are of acceptable condition and request cleaning if not. However, any member of ICC may request that cleaning occur.

5.8.2.2. The Clean-Up Squad may be supervised by staff, a member of the ECC, or an officer of the house being cleaned. Work will cease once the house is in an acceptable state, as determined by staff, a member of the ECC, or the trustee of the house being cleaned.

5.8.2.3. The Clean-Up Squad will consist of Class A members of ICC, who will be paid at an hourly rate determined by staff.

5.8.2.4. Wages and cost of necessary cleaning supplies will be funded by debits from the discretionary funds of the house being cleaned. These debits may be delayed if they put house finances into a precarious state.

5.8.2.5. The validity of these payments may be appealed to the Financial Committee.

5.8.3. New members will be given a check-in form upon moving into ICC, and are required to return it to the ICC office or a designated box in the house within two weeks, with a deposit-forwarding address included. If the form is not returned within four weeks of moving in, the member will be held responsible for all damages to the room upon moving out.

5.8.3.1 Locks will be changed and re-keyed within seven days of a new member moving in.

5.8.3.2 ICC Staff will be responsible for re-keying the locks as required by law.

5.8.3.3 Original copies of keys will be kept in the ICC office at all times.

5.8.3.4 Membership officers are responsible for taking inventory of house keys and restocking the key supply for their house once per semester.

5.8.3.4.1 Membership Administrator or Membership Coordinator will choose a week once per semester during which membership officers may come in and make key copies to restock their house's key supply.

5.8.3.4.2 If membership officer is unavailable to take this responsibility, maintenance officer or other elected house member may re-stock keys during appointed time period.

5.8.3.4.3 Three or four copies of the original key should be made. One copy will be for the membership officer, one for the maintenance officer, and the other copy(ies) will be for the new member (members for double rooms).

5.8.3.5 Membership Officer Responsibility: The membership officer of each house is responsible for ensuring new members receive keys to their room during move-in period. This responsibility may be delegated to the interim membership officer.

5.8.3.6. House Responsibility: Houses are ultimately responsible for supplying the labor to make sure keys are made and distributed. If keys have not been made by the deadline determined by the Membership Coordinator, the Membership Coordinator and/or other ECC member may hire people to do the work. Charges for labor will be billed to the house.

5.8.4. There will be two designated move-out days at the end of each semester, one for members leaving ICC and another for members changing rooms or houses within ICC. These two dates will be separated by one day to alleviate house conflicts and allow for the houses to check all vacated rooms and perform any cleaning or repairs necessary. Members staying in ICC will not have to remove their belongings from ICC.

5.8.4.1. The elected house member and any interim officers will coordinate with the ECC and staff during the check-out process to ensure the house is in good condition.

5.8.4.2. An official move-in date for new members will be set two days after the room switch date

5.8.4.3. Members staying in the same room are not affected by this policy.

5.8.3.4. Any variance to this schedule must be approved by the Member Resource Administrator.

5.8.5. Members whose rooms are not vacated by midnight on their appropriate move-out date will be charged the holdover fee (defined in membership contract). The Room Switch Day will be considered the official move-out date of people switching rooms within ICC.

## 5.9. House Officer Descriptions

5.9.1. Board Representative (see SR 1.4)

5.9.2. Education Officer - Tabled to EdCom- include "Ensure that ICC staff members are aware of house membership policies. Keep an updated house policies sheet at the ICC office."

5.9.3. Treasurer

5.9.3.1. Attend ICC Finance Committee Meetings

5.9.3.2. Attend ICC Treasurer trainings

5.9.3.3. Set a house budget

5.9.3.4. Keep a running total of the balance of the house food account

5.9.3.5. Maintain receipts for the house food account

5.9.3.6. Turn in receipts, check stubs, and treasurer A/R forms to the Accounting Administrator on the first day of the month or as designated.

5.9.3.7. Post house ledgers or spreadsheets prominently in the house

5.9.3.8. Answer house members' questions regarding ledger sheets

5.9.3.9. Notify Accounting Administrator of house labor fines or fines for damages

5.9.3.10. Pay house bills, make deposits and collect money as needed

5.9.3.11. Perform all other tasks related to house accounts as required by the house or ICC.

5.9.4. Labor Czar

5.9.4.1. Ensure house labor is performed cooperatively and equitably

5.9.4.2. Implement house labor policies and fines

5.9.4.3. Enforce Section \*\* of Membership Contract regarding weekly labor

5.9.5. Kitchen Manager

5.9.5.1. Solicit nutritious menus from cooks

5.9.5.2. Make shopping lists based on staples needed, menus received, and requests

5.9.5.3. Work with house Treasurer to ensure that food purchases stay within budget

5.9.5.4. Keep kitchens stocked with food for general consumption

5.9.5.5. Designate food for cooks

5.9.5.6. Maintain sanitary food storage and adequate kitchen equipment.

5.9.5.7. Ensure that all Health Department requirements are met

5.9.5.8. Perform all other tasks related to kitchen management as required by the house or ICC

5.9.6. Maintenance Officer

5.9.6.1. Attend all ICC Facilities Committee meetings

5.9.6.2. Perform minor repairs in house as requested by house members

5.9.6.3. Report major maintenance problems to ICC Facilities Administrator

5.9.6.4. Ensure the safety of members in the house

5.9.6.5. When possible, be available to let contractors into the house or to explain problems to contractors

5.9.6.6. Keep an inventory of house tools

5.9.6.7. Make house members aware of fire and other safety hazards

- 5.9.6.8. Ensure working order of all house smoke alarms and fire extinguishers and educate house members of emergency procedures
- 5.9.6.9. Inspect all water fixtures for leaks
- 5.9.6.10. Be familiar with the location of all fuse boxes, water and gas mains
- 5.9.6.11. Perform all other tasks related to house maintenance as required by the house or ICC
- 5.9.7. Membership Officer
  - 5.9.7.1. Attend all ICC Membership Committee meetings.
  - 5.9.7.2. Maintain current ICC marketing in the house to give to potential applicants
  - 5.9.7.3. Train house members to give house tours and answer questions from perspective members.
  - 5.9.7.4. Maintain copies of all house keys.
    - 5.9.7.4.1. Restock house keys one per semester.
    - 5.9.7.4.2. Ensure that members receive a key to their room during the move-in period.
  - 5.9.7.5. Act as a resource person to new members during move-in.
  - 5.9.7.6. Ensure that all members fill out check-in/check-out forms or ensure interim officer fulfills this responsibility
  - 5.9.7.7. Keep all house members informed of important contract signing dates.
  - 5.9.7.8. Ensure that house members are aware of all ICC membership policies. Ensure that ICC membership policies are followed at the house level.
  - 5.9.7.9. Perform other tasks related to membership policies as required by the house or ICC .
- 5.9.8. Trustee
  - 5.9.8.1. Attend all Management Committee meetings and trainings
  - 5.9.8.2. Schedule weekly or bi-weekly house meetings, and ensure that meetings follow house rules
  - 5.9.8.3. With Board Representative, ensure that all house officer positions remain filled.
  - 5.9.8.4. Inform ICC staff members of any house problems with may require their attention
  - 5.9.8.5. Be aware of ICC standing rules and policies and communicate them to other house members
  - 5.9.8.6. Act as a resource person for house member regarding house policies
  - 5.9.8.7. Mediate problems on a house level when appropriate
  - 5.9.8.8. Maintain neutrality and delegate mediation to a neutral party if necessary
  - 5.9.8.9. Ensure that house and ICC policies, and local, state, and federal laws are followed at the house level
  - 5.9.8.10. Inform the ICC board or staff when violations of the preceding item occur
  - 5.9.8.11. Uphold Part III, Section 9 of the ICC contract regarding prohibitions
  - 5.9.8.12. Ensure the selection of interim officer(s) and inform them of their responsibilities (see Interim Policy)
  - 5.9.8.13. Perform other tasks as required by the house, ICC board, or ICC staff.
- 5.10. House Tool Policy Updated (06/30/2006 - passed by BOD on 11/22/2005)
  - 5.10.1. Each house is responsible for owning and maintaining such tools as are needed to maintain the house and perform such repairs for which the house is responsible. For a list of what the house is responsible for, see the House Maintenance Responsibility Defined section of ICC's Standing Rules.

5.11. NASCO Scholarships Policy

5.11.1. The Board shall annually budget for a minimum of 12 full scholarships to the NASCO Institute. These scholarships are to be distributed as follows:

5.11.1.1. Five scholarships are held on priority for ECC coordinators registration until two weeks before the conference. Any unfilled ECC scholarships will be allocated as general member scholarships.

5.11.1.2. All non-ECC scholarships will be general member scholarships. Any members interested in attending the conference will enter a lottery. The lottery drawing will be held on the morning of the early registration deadline for the conference. Any names that were not chosen will be put in waiting list lottery. Anyone that has received a scholarship and then is unable to go must give 48 hours notice. If someone from the waiting list is not able to take the vacant spot, the member must pay the amount of the scholarship.

## Section 6: Facilities

### 6.1. Facilities Committee Discretionary Fund Policy

6.1.1. Purpose of Fund: To allow members to directly participate in spending organizational money on an ongoing basis. The Fund provides money for home improvement projects. The intent is to give motivated members with ideas the means to pay for medium-sized projects on a short timeframe. Generally, projects should provide more than a short-term benefit. The fund allows members to directly participate in spending organizational money on an on-going basis.

6.1.2. Establishment of Fund: When fiscally possible, a Fund will be included in the ICC budget. The amount of money in the fund will be based on expenditures during the previous fiscal years and expected future use.

6.1.3. Exclusions: The Fund should not be used to cover expenses that usually paid for by houses. For example, House funds cover the following: minor maintenance, new furnishings like couches, tables, lamps, and shelves, paint, small kitchen appliances, VCR's, TVs, computers, and service calls that are a result of house member negligence.

6.1.4. Allocation Guidelines:

6.1.4.1. Projects must be approved by the Facilities Committee.

6.1.4.2. Usually member project labor is provided without financial compensation. However, compensation may be given for labor upon satisfactory completion of the project if approved by the Facilities Committee. Either the House at which the project was undertaken or the Facilities Committee will make the determination of satisfactory completion. The Facilities Administrator will not make the determination.

6.1.4.3. No house may receive more than 30% of the total Fund in a single fiscal year without a Facilities Committee recommendation that has been approved by the Board of Directors.

6.1.4.4. In the absence of a functioning Facilities Committee proposals may be presented directly to the Board of Directors.

6.1.5. Disbursement of Funds: Meeting minutes showing the approved Facilities Discretionary Fund project must be provided before payment or reimbursement will be processed.

6.1.6. Fund Tracking and Oversight: The Facilities Administrator tracks the fund, ensures that funds are disbursed per policy, and provides regular reporting to the Facilities Committee. The Board of Directors reserves the right to suspend Facilities Committee spending authority should it find evidence of inappropriate use.

### 6.2. Keys

6.2.1. Interior and Exterior Bedroom door Locks: These policies are for the purpose of bringing ICC into compliance with Texas Landlord-Tenant law. The bedroom door locks are the locks referenced by the code per ICC's attorney.

6.2.1.1. ICC will rekey bedroom door deadbolt locks pursuant to current laws.

6.2.1.2. The house membership officer and maintenance officer will hold working keys to all interior bedroom door locks in their house.

6.2.1.3. Each house will keep an individual house key policy addressing specific house key issues such as consequences of the key policy violation by a house officer or member (fines, membership review, or whatever the house finds necessary), the number of key holders (if it is to exceed membership and maintenance officers), where keys are to be kept (e.g., officers' rooms, combination lockbox), security of keys, and any other specific issues the house chooses to address.

- 6.2.1.4. Houses are responsible for providing keys to new members and making key copies for all interior bedroom doors.
- 6.2.1.5. No member will use a key to open a bedroom door for any purpose other than those specified in the member lease agreement without the express consent of the member(s) leasing the room.
- 6.2.1.6. Houses or members may request interior door locks be rekeyed at any time at ICC expense.
- 6.2.1.7. Permitted Hardware: Each interior, non-emergency exit, bedroom door will have a passage door knob, a single deadbolt, a keyless deadbolt, and a peephole. No other locking hardware, such as doorknob locks, chains, or sliding bolts are permitted.
- 6.2.2. Exterior Non-Bedroom Door Locks (Main House Entrances):
  - 6.2.2.1. ICC provides either a combination electronic door lock or a storage room (always locked) door handle.
- 6.3. House Maintenance Responsibilities (Revised 2-24-2010)
  - 6.3.1. Houses are solely responsible for the following, regardless of whether they have a maintenance officer or not. Anything not specified herein will be handled centrally by ICC.
    - 6.3.1.1. Plumbing (bathrooms and kitchens primarily):
      - 6.3.1.1.1. Replacement of toilet flappers, handles, and seats
      - 6.3.1.1.2. Reporting water leaks that can't be repaired by house
      - 6.3.1.1.3. Shower head and faucet aerator cleaning and replacement
      - 6.3.1.1.4. Reporting looser wobbling toilets that can't be fixed by house
      - 6.3.1.1.5. Ensuring that nothing besides body waste and toilet paper are flushed in toilets
      - 6.3.1.1.6. Providing sinks and showers with strainers to catch hair and other items
    - 6.3.1.2. Electrical:
      - 6.3.1.2.1. Reporting cracked, broken or loose outlets that can't be fixed by house and replacement of broken or missing switch and outlet covers.
      - 6.3.1.2.2. Replacement of light bulbs located under fifteen feet of height
    - 6.3.1.3. Heating and Air Conditioning:
      - 6.3.1.3.1. Cleaning of window unit a/c air filters
    - 6.3.1.4. Miscellaneous:
      - 6.3.1.4.1. Reporting of holes in walls that can't be fixed by house
      - 6.3.1.4.2. Providing and maintaining water filters
    - 6.3.1.5. Security:
      - 6.3.1.5.1. Reporting of door and window locks that can't be fixed by house
      - 6.3.1.5.2. Locks on house storage areas
    - 6.3.1.6. Fire safety:
      - 6.3.1.6.1. Ensure that all hallways are kept clear and not used for storage.
    - 6.3.1.7. Pest Control
      - 6.3.1.7.1. Fleas: Houses are advised to create policies mandating the treatment of pets to prevent flea outbreaks. Unless the flea problem can be definitively linked to external causes, i.e. wild animals, then houses are responsible for any expenses related to treatment of fleas.
    - 6.3.1.8. Outside appearance of houses:
      - 6.3.1.8.1. Neat appearance of the yard (aesthetic is up to the house, but it must meet city code)

6.3.1.8.2. Houses are responsible for keeping city code with regard to the outside appearance of their houses, which includes: 2.5 Removal of graffiti 2.6 Removal of trash and junk

6.3.1.9. Purchase, maintenance, and disposal of residential style personal fridges

6.3.1.10. All internet services, including service provider and internal house network.

6.3.1.11. Purchasing, leasing, maintenance and disposal of laundry equipment

6.3.1.12. Houses requesting that any house maintenance responsibilities be handled centrally will be billed for all material and labor costs

6.3.1.13. Houses are responsible for all the duties outlined in the maintenance officer job description, maintenance section of the ICC website, ICC maintenance manuals, and for information disseminated at Facilities Committee meetings.

#### 6.4. Fines

6.4.1. Purpose of Fines: to add a punitive damage cost, in addition to any other costs that may be necessary to remedy the situation, in an effort to reduce the incidence of activities that negatively impact ICC and members.

6.4.2. \$50 fine to member per incident for being on a roof (see Roof Policy)

6.4.3. \$50 fine to house per incident of a house guest being on a roof (see Roof Policy). The house may choose to collect the fine from a guest or their host if a guest violates the roof policy.

6.4.4. Responsibility to Report Use of a Fire Extinguisher: If a fire extinguisher is discharged at any house for any reason, the house is responsible for communication of the discharge to ICC staff within 24 hours; otherwise, the house will automatically be charged a \$50 fine.

6.4.5. Inappropriate Use of a Fire Extinguisher: Houses will be fined \$50 for discharging a fire extinguisher for any purpose other than putting out a fire.

#### 6.5. Roof Policy

6.5.1. Purpose: ICC recognizes the need to protect members and minimize organizational liability by strongly discouraging unauthorized roof access.

6.5.2. No member or house guest is allowed to be on any ICC roof at any time. Being on the roof constitutes a breach of lease. For the purpose of this policy, a roof is defined as any pitched or flat roof without a guardrail.

6.5.3. Evidence of unauthorized activity on a roof will be reviewed by the Board or its delegate to determine appropriate action, including fines and contract cancellation.

6.5.4. ICC staff and maintenance contractors are exempted from this policy.

#### 6.6. Spruce Up Policy passed (07/12/04)

6.6.1. Each fall, Facilities Committee will propose a house to be closed down for Spruce-Up during the following summer. Spruce-Up is an opportunity for a house to have professional work done to improve its marketability to potential members. This may include improving floors, interior and exterior paint, deep cleaning, improving bathroom facilities, and removing unwanted garbage. Spruce-Up will be coordinated and overseen by the Facilities Administrator with input from the Facilities Committee and the Spruce-Up house.

#### 6.7. Tool Policy

6.7.1. A tool budget will be included in the annual ICC budget.

6.7.2. The Facilities Administrator and Facilities Committee will determine the tools to be purchased each year after the budget is passed.

6.7.3. ICC will maintain a tool shed with tools available for current ICC members to check out during regular ICC office hours. Keys to the shed will be kept at the office with access to the shed exclusive to staff to minimize tool loss.

6.7.4. Staff handles tool check-in/out.

6.7.5. No more than two tools can be checked out to a member at one time. The time limit for keeping a tool is one week. Members who keep tool(s) over the time limit will be charged \$1/day, regardless of whether one or two tools were checked out, until the tool(s) are returned or up to the value of the retail cost of the tool(s).

6.7.6. If a tool is returned damaged due to negligence, the member has three options: Pay the replacement value of the tool, replace the tool with an equivalent tool, or pay for repair of the tool.

6.7.7. If the tool is not returned within a month of check out, the Facilities Administrator will purchase a replacement and the member will be charged the entire replacement cost of the tool. The cost will be charged to the member's account.

6.7.8. If a tool is used for a labor holiday or other house project, the member who checks it out is responsible for returning the tool, and is subject to the rules above.

6.7.9. Tools that are stolen from the shed or are broken during normal use will be replaced from the minor maintenance budget for the current fiscal year.

#### 6.8. Damage and Negligence.

6.8.1. Houses and members are generally responsible for damages to the houses, including damage done by previous members, and any other expenses related to member negligence. Some examples of past negligent damages include inappropriate use of fire extinguishers, drain clogs caused by inappropriate things being put down drains, broken windows, holes in walls, and roof leaks caused by people on roof.

6.8.2. Room Damage Charges: Any damages not noted on the check-in form may be charged to the member upon discovery or upon check out. Charges for damage repairs in member rooms will be billed at cost to members, including staff or member labor expenses. ICC staff is responsible for notifying the member, house officers and Facilities Coordinator when damage charges are assessed.

6.8.3. Common Area Damage: Charges for damage in commons areas will be billed to house members at the time the damage is discovered or reported. Houses can assign the damage charges to one or more members. Houses can cover the costs if voted on by the house through their normal decision-making process. Written documentation of a valid decision must be provided before house funds can be used to pay for Commons Area Damage. This process is followed to prevent houses from transferring costs for negligence onto future members.

6.8.4. Calculation of Costs: Cost of damages will include all materials as well as staff time. Staff time cost will be calculated at an hourly rate by dividing gross annual salary of staff member(s) who spent time on repairs by 1784 (total weekdays-holidays-paid time off)\*(8 hours per day).

6.8.5. The Facilities Committee reviews all expenses resulting from accidental or negligent behavior and hears appeals from members and houses regarding changes they feel are unjustified. Furthermore, the Facilities Committee makes the determination of who is financially responsible in cases where staff feels circumstances are not clear.

#### 6.9. Move-in Condition and Room Cleaning:

6.9.1. Members should expect to move into a reasonably clean room and are expected to leave their rooms reasonably clean after move out.

6.9.2. If a room has not been reasonably cleaned by its existing member(s) a new member may be paid \$10/hour for up to 6 hours of documented cleaning (\$60 maximum per room). Two regular house officers, one interim house officer, or an ECC officer must approve both the need for the cleaning and satisfactory completion of the work. All documentation must be provided to ICC staff for payment

6.9.3. Funding for room cleaning expenses will come first from the exiting members deposit (or charged to their current account), and secondarily from minor maintenance funding.

#### 6.10. Room Painting Policy

6.10.1. Members may paint their rooms to their liking at their own expense, however, very sloppy work, spilled paint, graffiti style, finger paintings, pen ink, or other creative license, will usually be considered room damage and be covered by the room damage policy. In no case will room damage charges be based solely on the colors, e.g. a totally black room.

6.10.2. Members may receive up to \$80 reimbursement to paint their rooms white because they don't like the existing colors. A white room can have any color trim and still be considered white. A house officer must sign off that the room has been painted white per this policy before reimbursement will be given.

#### 6.11. ICC Pool Policy

6.11.1. ICC maintains the pool located at House of Commons centrally. Members of House of Commons are responsible for keeping the area around the pool clear of leaves, trash and other debris, and emptying the skimmer basket. Open pool season is April 1<sup>st</sup> – October 15<sup>th</sup>. During the closed season, the pool is covered and not used.

#### 6.12. Mattress Policy

6.12.1. ICC will purchase and provide a low cost twin mattress to a tenant if, after an earnest search, no usable mattress (as determined by a house or ECC officer) can be found at the house or any other ICC houses.

#### 6.13. Facilities Budgeting Guidelines

6.13.1. Purpose: To provide guidance and clarification to the staff, coordinators, committees and Board regarding the process of facilities planning

6.13.2. Responsibility:

6.13.2.1. The facilities coordinator is responsible for ensuring that a facilities budget plan is reviewed and approved by the facilities committee and brought to the ICC Board for final approval, ideally at the same meeting the finance committee brings the ICC budget for approval. Neither the facilities coordinator nor the facilities committee is required to have the expertise to draft the budget plan.

6.13.2.2. Staff, usually the facilities administrator, is responsible for creating a draft facilities budget plan for consideration by the facilities committee. This plan can be accepted as-is or modified as necessary by the facilities committee. The facilities committee can also bring forward plans independent of the facilities administrator draft.

6.13.3. Initial Facilities Funding Level: The facilities spending level from annual operations will be set at 15% of budgeted net revenue in the initial draft ICC budget(s) from the finance committee. Facilities spending includes renovation savings accruals and facilities reserve contributions, and excludes planned spending from savings, "rollover" projects, new loans for capital projects, and debt service. The purpose of this policy is to provide ICC with sufficient resources to maintain and improve its houses.

6.13.4. Debt Financing: The facilities committee, working with the finance committee, should consider loans for large projects, typically over \$80,000. It is recognized that the scale of projects that can be done from the annual budget and renovation savings will not be sufficient to cover the large costs of the major rehabilitations and safety upgrades that will be required for the future. Projects requiring debt financing should be planned two years in advance to prevent boondoggles.

6.14. Fire Sprinkler Policy:

6.14.1. Purpose: To protect ICC members and facilities from fire, ensure ICC financial stability by spreading costs over many years, and take a strategic approach to the inevitable fires and fire regulatory requirements that will be required in the future.

6.14.2. Beginning in the fiscal year 2011-2012, ICC will begin installing sprinkler systems in buildings at the rate of 2 every 3 years, with the goal of having all houses owned by ICC protected by 2020.

## Section 7: Membership

### 7.1 Priority Signing for ADA Compliant Rooms

7.1.1. Any room in ICC that conforms to the requirements laid out in the American with Disabilities Act is considered ADA-compliant.

7.1.2. Any current or potential member of ICC can be classified as a person with ambulatory disabilities. To be so classified, the member or potential member must return to the office a form attesting to their disabilities (see below), signed and completed by their primary care physician.

7.1.3. During regular signing periods, only people with ambulatory disabilities as defined above may sign for ADA-compliant rooms. During this period, able-bodied people who live in ADA-compliant rooms cannot sign for their own rooms. Starting one month after rooms in ICC become available to new members, any ADA-compliant rooms still vacant can be signed by anyone.

### 7.2. Contract Cancellation

7.2.1. The General Administrator has the authority to cancel contracts under the following circumstances:

7.2.1.1. If a member is unable to fulfill the terms of the contract due to his/her death, serious illness of the member or of his/her parent or guardian, or permanent disability of the member or of his/her parent or guardian.

7.2.1.2. When a member requests a re-let and that space is filled by another person (see Section 4.422).

7.2.1.3. When a member is evicted.

7.2.1.4. During periods of interim, the General Administrator and Committee Coordinator may decide together to break a contract in cases of emergency.

7.2.1.5. In all other cases, the Board of Directors must approve contract cancellations (see By-laws Article IV VI, Section 3).

7.2.1.6. Financial misfortune is not grounds for cancellation of a contract.

7.2.1.7. A member may request that the house refund his/her discretionary allotment.

### 7.3. Discrimination and Harassment Policy

7.3.1. ICC fundamentally believes that a cooperative should be a place where individuals can live a work together with mutual respect and tolerance. Each person has the right to feel comfortable and secure in her or his own house and work environment. To guarantee this right, each member and staff person is required to be responsive to another member's needs for safety, security, and comfort within the house and working environment. In accordance with this belief, Discrimination and Harassment, by an individual or group, toward another individual or group is absolutely unacceptable.

7.3.2. Hostile Environment: An Environment which unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive living or working environment.

7.3.3. Resistance: An act of making an individual's working or living environment more difficult by hostilely reacting to that individual's request, comment, or suggestion.

7.3.4. Discrimination is the act of denying or inhibiting a member or group from full participation in house or corporate operations on the basis of race, gender, religion, sexual orientation, class, national origin, political belief, age, veteran status, physical trait, or physical or mental disability. Discrimination, based on the aforementioned criteria, includes but is not limited to the following:

- 7.3.4.1. Denying membership or employment to an individual
- 7.3.4.2. Denying full participation to a member or staff person.
- 7.3.4.3. Revoking the membership or employment of an individual.
- 7.3.4.4. Retaliating against a member for his/her stance on a house decision or for filing a charge against another member.
- 7.3.4.5. Denying a position to a member or promotion to a staff person.
- 7.3.4.6. Such action may result in Member Review or termination of employment from the ICC.
- 7.3.4.7. If a member is unable to perform a labor position in the house or staff person is unable to perform part of his or her job on the basis of physical or mental disability, religion, physical trait, race, gender, sexual orientation, class, national origin, political belief, age, or veteran status, the house or the office will do its best to find or alter a position to help the individual to fit into the house and/or work environment.
- 7.3.4.8. The ICC will use whatever financially feasible means or other (i.e. building ramps, providing interpreters for the hearing impaired, etc.), to make the organization accessible to disabled members.

#### 7.4 Harassment

- 7.4.1. General Harassment is unwelcome behavior toward another member or group on any basis including that of race, gender, religion, sexual orientation, class, national origin, political belief, age, veteran status, physical trait, or physical or mental disability, which promotes an intimidating, hostile, or offensive working or living environment. It need not be intentional or persistent, but these factors may affect the severity of the charge. Such behavior may result in Member Review or termination of employment from the ICC. Examples of general harassment include, but are not limited to, the following:
  - 7.4.1.1. Acts of physical aggression, intimidation, hostility, or unequal treatment on any basis.
  - 7.4.1.2. Derogatory comments, notes, remarks, jokes, pictures, epithets, depictions, or items that create an uncomfortable or hostile environment.
  - 7.4.1.3. Sexually oriented conversations or the use of sexually explicit language does not in and of itself constitute harassment unless their actions create a hostile or uncomfortable environment.
  - 7.4.1.4. Verbal harassment, abuse, or threats on any basis.
- 7.4.2. Sexual Harassment - Due to the prevalence of sexual harassment in our society and the lack of clarity on the definition of the term, a more detailed and descriptive definition of sexual harassment is provided.
  - 7.4.2.1. Sexual Harassment may include, but is not limited to the following:
    - 7.4.2.1.1. Acts of physical aggression, intimidation, hostility, or unequal treatment based on gender or sexual orientation.
    - 7.4.2.1.2. Derogatory notes, jokes, gestures, comments, or remarks that are gender-based (not necessarily sexual), sexual comments, pictures, or items (i.e. sex toys, magazines, etc.) which create an uncomfortable or hostile environment.
    - 7.4.2.1.3. Unwelcome propositions, suggestive comments, or demands of a sexual nature.
    - 7.4.2.1.4. Unwelcome solicitation or coercion of sexual activity or other sex-linked behavior by promise or rewards or threat of punishment or revocation of membership.

7.4.2.1.5. Remarks, epithets, jokes, or slurs regarding sexual orientation or activities that create a hostile environment.

7.4.2.1.6. Unwanted and/or unsolicited touching (i.e. hugging, backrubs, etc.)

7.4.2.1.7. Unwelcome subtle pressure for sexual activity (physically touching, patting, pinching, brushing against another's body, etc.) Mode of dress or undress (as allowed by house clothing policy) does not in and of itself constitute harassment unless it creates unwelcome subtle pressure for sexual activity.

7.4.2.1.8. Sexual assault ranging from unwanted sexual conduct (i.e. touching one's private parts, etc.) to rape.

7.4.2.1.9. Use of sexually explicit language, dressing provocatively, or engaging in sexually oriented conversations will not be considered valid reasons for an individual to be considered sexually harassed.

#### 7.4.3. Procedure for Members who Experience Discrimination or Harassment

7.4.3.1. A member who experiences discrimination or harassment should tell the accused that the behavior was unwelcome and document the incident with the trustee, another house officer or the Member Resource Administrator.

7.4.3.2. The accuser should notify the House Trustee and the Member Resources Administrator immediately.

7.4.3.3. The House Trustee must confront the accused with the complaint and then confer with the accuser and Member Resources Administrator. If the Trustee fails to confront the accused within a reasonable period of time (within 48 hours), the Member Resources Administrator must confront the accused.

7.4.3.4. If the House Trustee is the accuser or is the accused, the accuser should notify another House Officer and the Member Resources Administrator.

7.4.3.5. When a member is accused of three incidents of sexual harassment, he or she is subject to Member Review (see Member Review policy). If any incident is severe enough, the accuser may request for Member Review proceedings to begin immediately.

#### 7.4.4. Sources

4.1. 8 U.S.C. section 2241-2245, Crimes and Criminal Procedure, Chapter 109A - Sexual Abuse, EEOC Compliance Manual, Notice #N-915-050, Policy, Guidance on Current Issues of Sexual Harassment, Civil Rights Act of 1964, Americans with Disabilities Act, Texas Commission on Human Rights Act, The Law of Equal Employment Opportunity by Stephen Shulman and Charles Abernathy, (1990), Employment Discrimination Law and Litigation, Volume I by Merrick T. Rossein, (1990), Katz v. Dole, 709 F.2d 251 (1983), Henson v. City of Dundee 682 F.2d 897 (1982)

7.4.5. ICC will not tolerate harassment of its officers or staff. If an officer of staff member alleges harassment, s/he must present a list of grievances to the Board of Directors, which will decide by majority vote if, indeed, harassment has occurred.

7.5. Eviction (much this policy is an enumeration of state law. In case of difference from state law all current landlord tenant law prevails)

#### 7.5.1. Eviction for Non-Payment

7.5.1.1. A member owing \$100 or more is subject to eviction.

7.5.1.2. A Notice to Vacate may only be issued after a debt notice has been issued.

7.5.1.3. If the member does not make payment or set up a payment plan within five business days of the issuance of a Notice of Debt, then the eviction process will begin. If

the member does not make regular payments on their payment plan, the eviction process will begin in accordance with the payment plan policy.

7.5.1.4. Exceptions to the policy can only be made by the Finance Committee or the Board of Directors

7.5.2. When the General Administrator may initiate evictions without prior Board approval

7.5.2.1. The General Administrator may initiate debt-related evictions.

7.5.2.2. The General Administrator may initiate evictions when a person's membership is revoked or his/her contract is cancelled and he/she does not vacate the house after two days.

7.5.3. The General Administrator is empowered to act as ICC's legal agent regarding eviction proceedings.

7.5.4. Non-Bonded Evictions Process:

7.5.4.1. The tenant is given a notice to vacate within three days.

7.5.4.2. The notice must be posted on the inside of the door of the resident's room or sent via certified mail.

7.5.4.3. If the tenant does not vacate after three days or pay his/her debt in full, the General Administrator can file an eviction suit at the County Courthouse. Once an eviction has been filed, no partial payments shall be accepted.

7.5.4.4. The tenant will then be served with a notice by a constable. After the tenant is served, he/she has seven days to set up a date for a hearing.

7.5.4.5. If the tenant does not set a hearing date, then the General Administrator can request the court issue a default judgment. The tenant then has five days to make or set up an appeal.

7.5.4.6. If the tenant does set up a hearing, then the General Administrator and other involved parties must attend a court hearing to defend the request for eviction. Either party then has a five-day period to appeal the court's decision.

7.5.4.7. After the five-day period for appeal has passed, the General Administrator may obtain from the court a Writ of Possession, which is an order to the constable to cause the tenant to vacate the house.

7.6. Landlord's Lien

7.6.1. Removal of Property Subject to Landlord's Lien

7.6.1.1. ICC may exercise its lien for unpaid rent by entering a member's room without a breach of the peace and may remove and store all nonexempt property subject to a lien.

7.6.1.2. ICC, after exercise of the lien, shall leave a written notice of entry in the room in a conspicuous place and an itemized list of the items removed. The notice must state the amount of delinquent rent and the name, address and phone number of the person the member may contact regarding the amount owed. The notice must also state that the property will be promptly returned on full payment of the delinquent rent. It is presumed that all property found in the room is owned by the member, unless member proves otherwise.

7.6.2. Property Left After Abandonment or Eviction

7.6.2.1. Member agrees that member will be deemed to have abandoned the premises if member has appeared to have moved out of his or her room or if the lease term has expired and member has not been in the room for 5 consecutive days while the rent is due and unpaid.

7.6.2.2. If member has been evicted or has abandoned the room, ICC's representatives or law officers may remove and/or store all property remaining in the room or common area.

#### 7.6.3. Storage

7.6.3.1. ICC shall store property removed under a contractual lien except for pets and worthless property as provided below.

7.6.3.2. ICC has a duty to store property removed after an abandonment, but ICC shall not be liable for casualty loss or theft by others

7.6.3.3. In all cases, member is liable for payment or reasonable charges for packing, removal, storage and sale of any property removed or stored by ICC.

7.6.3.4. ICC shall have a lien on all property removed and stored after a judicial eviction or abandonment for all sums owed by member to ICC.

#### 7.6.4. Redemption

7.6.4.1. The member may redeem the property at any time before the property is sold by paying to ICC all delinquent rent and by paying all reasonable packing, moving, storage and sale costs, as provided by Â§54.045(e) of the Texas Property Code.

### 7.7. Member Review Process /Conflict Resolution

#### 7.7.1. Guidelines on expected cooperative behavior:

7.7.1.1. All ICC members are expected to follow certain guidelines in order for ICC to function. Failure to live up to these guidelines is ground for discussing a member's membership, which could result in Membership Revocation. These guidelines include but are not limited to the following:

7.7.1.1.1. Share equally in the work required to run the cooperative successfully with all others living in ICC and in the house. This includes, but is not limited to, house labor, cleaning up after yourself, etc;

7.7.1.1.2. Interact with all other members of ICC, Staff, and the house in a civil, respectful, constructive, cooperative and egalitarian manner;

7.7.1.1.3. Seek conflict resolution in a non-threatening, accessible, and responsible manner;

7.7.1.1.4. Respect the privacy and property of individual members;

7.7.1.1.5. Refrain from discriminating or harassing other members;

7.7.1.1.6. Respect community property intended for use by all members;

7.7.1.1.7. Respect quiet hours and refrain from being excessively noisy when and where quiet hours are not in effect;

7.7.1.1.8. Abide by city, state, and federal laws, ICC policies set forth in the contract and in the standing rules, as well as individual house policies established by the house.

#### 7.7.2. General Conflict Resolution Procedure

7.7.2.1. A member with a grievance should first attempt to work out the problem with those whom they take issue, if possible.

7.7.2.2. If this fails, or if the Member-with-Grievance feels unsafe bringing forth the grievance with those whom they take issue, the incident should be brought to the attention of and documented by a Trustee, another house officer, a Conflict Mediator, or the Member Resources Administrator, who will work to solve the issue.

7.7.2.3. A trained Conflict Mediator, as defined by the Conflict Management Handbook, should be involved to solve the issue, if needed.

7.7.2.4. If more mediation is needed, the Member-with-Grievance shall contact the Member Resources Administrator for more resources on conflict resolution, and a Member Review may be called, as per policy below.

#### 7.7.3. Conflict Mediation Training and Materials

7.7.3.1. A temporary Ad Hoc Committee shall be formed to create a guide to conflict resolution (titled the Conflict Management Handbook). The Committee Coordinator will organize the first meeting, to be held before the fall 2008 GMM, and facilitate the election of a chair from the Ad Hoc members. The Handbook will be published in print and online form and will be presented at the spring 2009 GMM. The Handbook will outline at minimum:

7.7.2.1. Strategies to resolve common house and organizational conflicts;

7.7.2.2. Materials and suggestions to train Conflict Mediators both at the ICC-wide level and at houses (particularly Trustees);

7.7.2.3. The Member Review Policy;

7.7.2.4. A checklist outlining Member Review requirements for Facilitators.

7.7.3.2 The Membership and Management Committees shall update these materials as necessary.

7.7.3.3 The Membership and Management Committees shall provide for training of Facilitators.

#### 7.7.4. Member Review

##### 7.7.4.1. Definitions:

7.7.4.1.1. Member Review: a meeting by a house to discuss issues surrounding a member's membership.

7.7.4.1.2. Non-Probationary Solution: a solution developed with the Member-under-Review to resolve grievances. This solution must help the Member-under-Review solve the causes of the grievances, and may not create clauses dictating revocation without another Member Review.

7.7.4.1.3. Membership Probation: prohibits a member from being issued a contract for an upcoming term in ICC until they are removed from probation. Any contract for the subsequent contract period signed previous to a member's placement on Probation is void. Probation may also place the member under conditional terms whereby the Member-under-Review's membership may be revoked by the house, according to house procedure, if not in compliance with these additional terms.

7.7.4.1.4. Membership Revocation: the removal of all privileges held by a member of ICC, including rights to tenancy as per the ICC lease. The member will be expelled from the house as well as from the organization and may not move into or board at another ICC house. The member may still be held responsible for charges and damages. The Board can, at their sole discretion, release a member from their contract at any time. Membership Revocation will take place immediately. ICC will file for eviction if the member does not move out in two (2) days.

7.7.4.2. Initiating a Member Review. There must be a documented attempt to resolve the issue at hand prior to initiating a Member Review. After this, the following may call a Member Review:

7.7.4.2.1. The house Labor Officer and one other officer for labor-related reasons according to documented house labor policy; or

7.7.4.2.2. Any two house officers or a house officer and the ICC Membership Coordinator for discrimination or harassment as per the ICC discrimination and harassment policy; or

7.7.4.2.3. Three house members for any illegal activity, violations of ICC or house policies, or an incident of uncooperative behavior; or

7.7.4.2.4. The General Administrator or Member Resources Administrator, with approval from two (2) ICC Board Members not of the house of the member in question, if a house refuses to deal with a problem requiring a Member Review.

7.7.4.3. Procedure to organize a Member Review:

7.7.4.3.1. The Member-under-Review must be officially notified of the Member Review, its time, and specific grievances by the house Trustee or a neutral party at least 72 hours before the meeting. The meeting must be held within seven (7) days of the Members-with-Grievance's request.

7.7.4.3.2. The ICC Member Resources Administrator must be notified of the Member Review at least 24 hours before the meeting, and be supplied a written complaint by the Trustee or a neutral party before the Member Review.

7.7.4.3.3. Notice of the meeting must be posted in the house's common areas immediately after the Member-under-Review is notified.

7.7.4.3.4. An impartial Facilitator (or Conflict Mediator), who does not live at the house of those directly involved, must be officially announced at least 48 hours before the meeting is to be held. If the Member-under-Review disapproves of the Facilitator, this must be made known to the Facilitator at least 24 hours in advance so that another Facilitator may be found.

7.7.4.3.5. A quorum of two-thirds of the house must be present for the meeting. No proxy voting is allowed.

7.7.4.3.6. Both the Members-with-Grievance and the Member-under-Review may bring witnesses, evidence, and/or personal advocates, etc.

7.7.4.3.7. Members-with-Grievance shall substantiate them with specific examples, or evidence if appropriate. If anyone is uncomfortable discussing a complaint or presenting evidence in the presence of the Member-under-Review, they shall present this information to the Facilitator before the meeting, and the Facilitator shall ensure that the item is discussed.

7.7.4.3.8. A Minutes Taker will record the minutes. A copy must be given to the ICC Committee Coordinator, Membership Coordinator, and Member Resources Administrator, and be filed permanently in the ICC office in a designated folder.

7.7.4.3.9. One of four (4) actions must be passed by a simple majority of those present before the meeting may be adjourned:

1. Drop the matter
2. Non-Probationary Solution
3. Member Probation
4. Member Revocation

7.7.4.4. Procedure for facilitating the Member Review

7.7.4.4.1. The meeting procedure shall be outlined.

7.7.4.4.2. Those bringing forth complaint will have the opportunity to speak first. These specific complaints will be the topics of debate.

7.7.4.4.3. The Member-under-Review will have the opportunity to defend their actions. Others may also defend the actions of the individual.

7.7.4.4.4. Clarifying questions may be asked after both parties have presented their cases. Discussion will not be allowed here.

7.7.4.4.5. After questions are asked, the Member-under-Review will be asked to leave the room. No additional charges may be brought up after this point.

7.7.4.4.6. Discussion begins, according to the following rules:

1. A discussion will stick to the charges, with minimal leeway;
2. People may only speak when called upon;
3. No attacking individuals.

7.7.4.4.7. The action to be taken will then be discussed. A Non-Probationary Solution is only available if the Member-under-Review is present.

7.7.4.4.8. A vote will be taken to determine the action to be taken by those house members present. Secret balloting is permitted by request. No proxies allowed. Instant Run-off voting shall be used:

1. Each house member shall rank the following options:

1. Drop the matter.
2. Non-Probationary Solution
3. Member Probation
4. Member Revocation

2. The votes will be tallied by the Facilitator. In the event that no choice receives a majority of the first choices, the choice with the fewest number of votes will be eliminated, and the votes cast for that choice will be redistributed to the remaining choices according to the voters' second choice. This process will be repeated until one choice has a majority of votes.

7.7.4.4.9. When the result is for Non-Probationary Solution or Member Probation, further discussion ensues. If:

1. Non-Probationary Solution was chosen, the house and Member-under-Review shall come to an agreement that addresses how to preempt incidents of the type brought in the Member Review from being repeated.

2. Member Probation was chosen, the house shall begin discussion of any conditional agreement they would like to reach with the Member-under-Review. This part of the meeting will be run according to the house's policy for decision-making.

1. The conditional terms must be fair, non-discriminatory, and not demand undue conditions as determined by the Facilitator and all applicable house and ICC policies, and city, state, and federal laws.

2. It must provide for an evaluation of the agreement within three months by a house meeting to either remove Member Probation or proceed with Member Revocation.

7.7.4.5 Removal from Member Probation:

7.7.4.5.1. A house which places a member on Member Probation may remove probation either by the method determined during the Member Review or by a two-thirds vote at a house meeting.

7.7.4.5.2. A house besides the house which placed the member on probation may waive probation by a two-thirds vote. The member will still be on Member

Probation at the house which initially placed the member on probation. A Summer-term house may not remove a member from Probation set by a Fall/Spring-term house, unless over one-half of the Summer-term house lived in the house during the term the member was placed on Probation.

#### 7.7.4.6 ECC Involvement:

7.7.4.6.1. The Executive Coordinating Committee (ECC) may hear a case in place of the house for the following reasons:

1. The house will not or cannot arrange a Membership Review when properly requested or quorum cannot be established, after two (2) attempts by the house to meet.
2. If either the Members with grievances or the Member-under-Review can show just cause to the ECC that the meeting would not be fair if heard by the house if three members or 15% of the house (whichever is greater) petition the ECC to hear the case.
3. The Members-with-Grievance are from a different house than the Member-Under-Review.

7.7.4.6.2. Procedure for an ECC meeting: The procedure for a Member Review by the ECC is the same, with the following exceptions, as that of '4.3. Procedure to Organize a Member Review' above;

1. The ECC will be the decision-making body in this meeting. No proxy voting is allowed.
2. Any ECC member from the house in question will abstain from voting at the meeting.
3. A majority of the ECC present needs to vote in favor of one of the four options:
  1. Drop the matter
  2. Non-Probationary Solution
  3. Member Probation
  4. Member Revocation
4. If the ECC has less than five (5) voting members on it or has an even amount of members, boards members, not from the house in question and enough to comprise an odd amount of committee members, will be chosen at random by the General Administrator to serve on the committee for the meeting. The committee will have no less than five (5) members on it.
5. A neutral Facilitator (or Conflict Mediator) not on the Board will facilitate the meeting. If from the house in question or unavailable, another Facilitator must be found.

#### 7.7.8. Emergency Revocation

In the event of a dangerous situation which threatens the security of the house, its members, staff, or ICC, and a quorum of the House or ECC cannot be obtained, the ICC Financial Administrator, General Administrator, or Member Resources Administrator may revoke a member's membership. Documentation of the Revocation must be presented to the house of the Member-under-Review at their next house meeting and to the ICC Board of Directors at the next Board meeting. At that time the Board will approve or disapprove of the action taken. This action may be appealed to the Board.

#### 7.7.9. Appeals Process:

7.7.9.1. Each Board of Directors shall appoint a three (3) person Appellate Panel, and also two (2) alternates, composed of Board Members from different that shall serve to determine whether an appeal of a Member Review meets any of the criteria below. A Board Member on the Appellate Panel must not be from the house of the Member-under-Review or the Members-with-Grievance; if this is the case, an alternate shall take their seat.

7.7.9.2. The decision resulting from a Member Review may be appealed by either party based on the following criteria:

7.7.9.2.1. A significant departure from procedure resulting in potential unfairness during the Member Review occurred;

7.7.9.2.2. New or neglected evidence is available;

7.7.9.2.3. The facilitator (or and ECC or Board member if an ECC Review) may have been partial or biased;

7.7.9.2.4. A policy or bylaw may not have been considered;

7.7.9.2.5. One party was not able to get copies of relevant documentation or policies.

7.7.9.2.6. The conditional terms determined by Member Probation are unfair or undue.

7.7.9.3. A request for appeal must be received in writing at the ICC Office within three (3) business days of the Member Review.

7.7.9.4. The Member-under-Review may continue to reside in ICC during the appeals process as long as they abide by the terms of membership elsewhere delineated and live cooperatively.

7.7.9.5. The Appellate Panel must decide whether the Board shall hear an appeal within 72 hours of the request. If the appeal is approved, the Board Coordinator will determine when to hold the appeal, and the involved parties must be notified of the meeting at least 48 hours before the meeting.

7.7.9.6. The Board of Directors' decision will be final. A two-thirds of the Board of Directors present is required to overturn a decision made by the House, the ECC, or the Staff.

#### 7.7.10. Suggested process for Member Review

7.7.10.1. Those bringing forth complaint will have the opportunity to speak first - these specific complaints will be the topics of debate.

7.7.10.2. The member under review will have the opportunity to defend his/her actions. Others may also defend the actions of the individual. This is not the time for Character Defense. If someone goes off on "Joe blow is a wonderful individual and should not be brought up for review, stop the individual. They're more than welcome to bring this up during discussion

7.7.10.3. Questions will be asked after both parties have presented their cases. Watch out for discussion disguised as a question (i.e. Don't you think that this is really dumb?)

7.7.10.4. After questions are asked, the Member under Review will be asked to leave the room. No additional charges may be brought up after this point.

7.7.10.5. Discussion begins:

7.7.10.6. A Discussion will stick to the charges. You may allow a little leeway, but not much.

7.7.10.7. People may only speak when called upon.

7.7.10.8. No conversations or dialoguing allowed

7.7.10.9. No attacking individuals, just action

7.7.10.10. After discussion ends, a vote will be taken by secret ballot. The facilitator will count the votes and announce the result without announcing the vote count. A simple majority of those present must vote in favor of revoking membership or placing a member on probation. No proxies allowed.

## 7.8. Member Reinstatement

### 7.8.1. Definitions:

7.8.1.1. "Reinstatement" here refers to the signing of a membership contract, which is pursuant to the execution of a co-management lease agreement contract with ICC.

7.8.1.2. "Former Member" here refers to a past Member of ICC who has had their Membership in ICC revoked.

7.8.2. A former Member of ICC that has had their membership revoked will be eligible to seek reinstatement only if:

7.8.2.1. The former Member does not have a legal judgment against them related to their revocation of membership or ongoing criminal or civil litigation related to their revocation of membership, and does not owe money to ICC.

7.8.2.2. The former Member follows the Reinstatement Process (set forth below) with respect to ICC and its Members, staff and property.

7.8.2.3. The former Member must wait one year after membership revocation to begin the reinstatement process.

### 7.8.3. Reinstatement Process

7.8.3.1. The former Member must contact first the General Administrator, who will ensure that the former Member is applicable under section 2 above.

7.8.3.2. It will be the responsibility of the Membership Committee in conjunction with the General Administrator and/or the Member Resource Administrator to investigate the circumstances of the former Member's revocation. This information must be present at and presented to both the Membership Committee and the house in which the former Member desires to live.

7.8.3.3. A former member's bid for reinstatement will consist of two parts:

7.8.4. The Membership Committee must vote without dissension (but permitting abstention) to allow the former Member to seek reinstatement. This vote shall be conducted by secret ballot.

7.8.4.1. A quorum of the Membership Committee must be present for this to be valid.

7.8.4.2. If the Membership Committee does not allow the former Member to seek reinstatement, the former Member may try again, starting at the beginning of the process, one year or later after the Membership Committee's vote.

7.8.4.3. Excepting that the former Member may seek approval for reinstatement after a year, the Membership Committee's vote is final, unless substantial new evidence comes to light (as determined by Membership Coordinator).

7.8.5. If the former Member receives approval from the Membership Committee to seek reinstatement, the matter moves to a house in which the former Member desires to live.

7.8.5.1. This house must specifically vote to allow the former Member occupancy, depending on availability, at their house.

7.8.5.2. The house shall do so during a house meeting that requires a quorum of the current house members to be present.

7.8.5.3. The Membership Coordinator must be present at this meeting to answer any questions about the findings of the Membership Committee.

7.8.5.4. The house shall determine its method of voting on the former Member's reinstatement; however, it must include a counted vote of all house members present.

7.8.5.5. The former Member must receive approval by at least two-thirds to be allowed reinstatement.

7.8.5.6. If the former Member is not granted reinstatement from the house in which they desire to live, the former Member may seek specific approval from another house (starting at 7.8.5.), or wait one year and restart this process with the same house. The Membership Committee will include all information brought up in the previous attempt(s) of reinstatement, including why reinstatement failed, in their future investigation(s).

7.8.6. If the former Member is granted reinstatement, they are eligible to seek the signing of a membership contract, which is pursuant to the execution of a co-management lease agreement contract with ICC.

7.8.7. A reinstated Member must pay the Membership Fee current at the execution of their lease.

#### 7.9. Length of Guest Time:

7.9.1. Fifteen days is the maximum length of time anyone may stay in any ICC property without a valid contract.

#### 7.10 Fee Payment

7.10.1. All deposits and fees must be paid before a contract can be signed. The General Administrator and Member Resources Administrator can sign contracts. A person may not move in before deposits/fees are paid. ICC staff members are authorized to transfer deposit and fee money paid from house accounts to appropriate central accounts with notification to House Treasurer(s).

#### 7.11. Room Switch Policy (revised 07/12/04)

7.11.1. The Member Resources Administrator, at his or her discretion, may allow a current member to switch rooms within the same house or between other ICC houses without maintaining responsibility for rent on the room s/he vacates, under the following guidelines:

7.11.1.1. The room the member wants to switch to is vacant, with no current or pending contract

7.11.1.2. The switch will not have an adverse affect on ICC's occupancy

7.11.1.3. The fee for switching rooms within a house shall be \$25 and between houses shall be \$50.

7.11.1.4. The fee may be waived by a decision of the House Ops Committee.

#### 7.12. Split Singles and Doubles

7.12.1. Members wishing to share a single shall pay a rate determined by a formula of:

7.12.1.1. base room charge + house funding for the additional person + estimated per person utilities + contribution to operations (10% of base rate) / the number of occupants in the room.

7.12.2. A member signing for a split single is subject to all other contract provisions of the ICC member contract.

7.12.3. No one may sign for a split single or double unless:

7.12.3.1. ICC as a whole is at budgeted occupancy

7.12.3.2. All members living in the room have satisfied ICC membership requirements

7.12.3.3. The additional member will not push the house occupancy to require additional licensing

- 7.12.4. If the applicant feels they should be exempted from this policy they may bring it to the House Operations Committee for review.
- 7.12.5. House approval is required for a room to be split for an additional member.
- 7.13. Re-letting and Contract Buy-Out (passed 04/26/04; amended 07/26/04, amended 10/12/05)
- 7.13.1. A member may Buy-Out his/her lease according to the following: the member's lease will be canceled upon receiving full and complete payment of a fee that is the amount of two months rent (or the remaining amount of the lease if less than two months remain).
- 7.13.2. There will be no deduction from the monthly charges to determine the fee.
- 7.13.3. A member who wishes to cancel his/her contract is required to pay a Buy-Out fee in all cases except:
- 7.13.3.1. The member was able to find a non member (new member) to fulfill their contract, and that new member cannot have already approached (i.e. stopped by, called, emailed) the ICC Office for the past 6 months.
- 7.13.3.2. The member leaving and requesting the cancellation must contact the office with the name of the replacement BEFORE the replacement approaches the office. Direction is given to staff to not consider the leaving member's room a vacancy and shall not advertise for said vacancy.
- 7.13.3.3. In the event that occupancy in ICC is at 100% for the room type (single or double) of the member seeking to re-let, the member wanting to get out of their contract will not be required to pay the buy-out fee if a potential member has already contacted the office. The new member must be looking for the same room type that the member's contract is for. (amended 10/12/05)
- 7.13.4. The General Administrator may waive the buyout fee in cases of a member's death, serious illness of the member or of his/her parent or guardian. During periods of interim, the General Administrator and the Committee Coordinator may decide together to waive the buyout fee.
- 7.13.5. The Board of Directors may vote to waive the buyout fee. Exceptions will be heard by the House Ops Committee on a case by case basis.
- 7.13.6. A member whose future contract is brought to the Board for non-payment and canceled will not be charged a buyout fee.
- 7.13.7. The contract of a member requesting buyout is terminated the day the buyout is signed and paid for, or the day a replacement who is accepted according to ICC rules, and is a new member who had not approached the office first, takes occupancy of that space.
- 7.13.8. If the replacement does not sign for the entire length of the contract of the member the is having the Buy-Out fee waived, the member requesting Buy-Out is still responsible for the remainder of his/her contract. No member who has left ICC (or never moved in) may receive any services (room, board, hostel, etc.) from the ICC or ICC house until all indebtedness is satisfied.
- 7.13.9. When a member is expelled through a membership review, he/she is still financially obligated to the terms of his/her contract. A person who is expelled has the same options as any member leaving ICC and before the room will be put into open inventory except that the house that expelled the person may appeal to the board to hold the person financially responsible for the room instead of having the room put into open inventory.
- 7.14. Open Membership (Approved by the Board of Directors on April 25, 2000, see also Statement of Cooperative Identity, first principle; ICC Bylaws Article II and IV; Membership Contract):
- 7.14.1. As a cooperative, ICC is open to all persons able to use (our) services and willing to accept the responsibilities of membership. Because one of our chief services is to provide low-cost, non-profit housing for students, students who meet the terms of the membership contract

(see 4.12) are automatically accepted without regard to race, color, sex, religious preference or lack thereof, national origin, age, marital status, disability, or sexual preference.

7.14.1.1. Students are defined as at least half-time college students (according to the criteria of the college or university in which they are enrolled). Applicants for summer residence will be considered students if they were students for the preceding spring term or are scheduled to be students for the following fall term.

7.14.2. ICC Membership qualifications: Staff will, to the best of their ability, check references in order to verify that applicants for new or continuing membership meet the terms of the membership contract before signing occurs. Re-applying former members that have not fulfilled the terms of a previous ICC contract and have an account balance greater than \$150 shall be approved for a new contract only when:

7.14.2.1. All previous indebtedness is paid in full.

7.14.2.2. An acceptable co-signer/guarantor is willing to sign the contract.

7.14.2.3. The pre-payment of last month's amount shall be twice the standard amount. This pre-payment shall be subject to the same payment plans offered to all other applicants.

7.14.3. In addition to the terms stated in the membership contract, the following conditions of acceptance apply:

7.14.3.1. All applicants, or cosigners/guarantors, must demonstrate ability to pay the ongoing monetary obligations outlined in the contract before signing.

7.14.3.2. Current members with an outstanding debt of more than \$100 may not sign a contract without being current on a valid approved payment plan or documented approval from the Finance Committee. Such approval may only be granted if the member presents written proof of ability to pay.

7.14.3.3. Any contract for continuing membership held by a current member without a valid and with an outstanding debt of more than \$300 will be brought to the Board for termination in the month before the contract begins.

7.14.3.4. No former member that had his/her membership revoked (see Member Review Policy) may sign a contract.

7.14.3.5. No current member on member probation (see Member Review Policy) may sign a contract.

7.14.3.6. In the interest of ensuring the safety of members, any person convicted of a felony must be accepted by the house in the manner prescribed by that house.

7.14.3.7. In the interest of ensuring cooperative co-management, any person who has been evicted from a housing organization other than ICC must be accepted by the house in the manner proscribed by that house.

7.14.3.8. In the interest of maintaining an upper-division and graduate academic environment, French House and Seneca Falls request the ability to choose to accept freshman or sophomore applicants. This shall not be grounds for denial of ICC membership to a student applicant; i.e. if French House and Seneca Falls have the only open rooms in ICC, students will be accepted without regard to upper-division or graduate standing.

7.14.3.9. In the interest of familiarizing applicants with houses, applicants should be encouraged to visit houses. The house policies sheet (see 8c of the membership contract) should be cosigned by a current member of that house. Failure of current house members to cosign house policies sheets shall not be grounds for denial of membership.

### 7.15. ICC Seniority System:

7.15.1. All rooms are designated either singles or doubles. All singles have one price and all doubles have one, lower, price. Members receive one seniority point for each semester or summer for which they have lived the majority of the term. Fall and Spring contract signing will allow members with greater seniority points to choose rooms first. During signing the member may receive two temporary seniority points if they re-sign in the same house. The signing period will be partitioned into the following sections: Period # Who is allowed to sign

7.15.1.1. All members can resign for their current rooms only

7.15.1.2. Members with seniority 5 can sign for any available room

7.15.1.3. Members with seniority 3 can sign for any available room

7.15.1.4. Members with seniority 1 can sign for any available room

7.15.1.5. New members can sign for any available room. The office can determine the exact scheduling of these periods for a given semester

7.16. Contract Signing Period: The membership contract signing period for the next fiscal year begins no later than March 1 of the current fiscal year. Accepted applicants may sign membership contracts for available rooms on a first-come, first-served basis.

7.16.1. In the interest of maintaining membership satisfaction and continuity, the first and second weeks of the contract signing period are reserved for current members. Given ICC's current high rate of membership turnover, this does not pose a significant hardship to new applicants. The board will reconsider this policy if it ever becomes a hardship to new applicants.

7.16.2. In the interest of meeting ICC's financial obligations, non-student new applicants may be accepted after the 6th week of the contract signing period. In the interest of maintaining a student-oriented environment, any non-student new applicants must be accepted by the house in the manner proscribed by that house.

7.16.3. Contract Signing Authority: ICC's Member Resources Administrator and General Administrator are solely authorized to act as ICC Representatives for purposes of signing membership contracts.

7.16.4. Summer contracts signed before June 1 may only be for summer session I or II or all of summer (June 1-July 11 or July 12-Aug 18 or as UT academic schedule). After June 1, members must sign for at least the equivalent of one full month (i.e. June 15 – July 14).

### 7.17. Hostelling (as of 6/01/03)

7.17.1. Hostelling will occur in ICC houses only during summer contract periods.

7.17.2. Any totally vacant room in ICC will be available for hostelling.

7.17.3. Hostellers can stay up to 14 days and must pay in advance.

7.17.4. Hostellers can check in only at the office during regular business hours, unless they make special arrangements with staff.

7.17.5. Hostellers will be charged \$30/day for singles and \$20/day for doubles; they also must pay a \$20 deposit.

7.17.6. Hostellers are entitled to three meals a day, though they may have to prepare them themselves.

7.17.7. The office is responsible for:

7.17.7.1. Signing contracts with hostellers, collecting payment and deposits, and giving out room keys. Informing house membership officers of each hosteller, including what room they will stay in and move-in/move-out dates. Collecting keys and returning deposits. Reimbursing the houses for the food expenses incurred by hostellers; each house will receive 1/30th of a normal member's discretionary amount per hosteller per day.

7.17.8. The houses are responsible for:

7.17.8.1. Giving hostellers labor, if they so choose. Orienting hostellers and informing them of house rules. Reporting uncooperative hostellers, including those who stay past their move-out date, to the office.

7.17.9. Any house may choose not to participate in hostelling if it notifies the office of its election right after the first house meeting of the summer session.

7.18. Study Abroad Policy (Passed 5/2007)

7.18.1. ICC members may be released from their contract for any out-of-town internship or study abroad program. Members must provide adequate documentation of any scholastic program or internship.

7.18.2. To be released from a contract for an academic semester (Fall or Spring), members must inform the office one semester in advance and their entire contract will be cancelled. To be released from a summer contract, the office must be informed in the Spring and the summer contract but not the academic year contract will be cancelled.

## Section 8: Finances

### 8.1. Accounting Centralization

8.1.1. The Member Resources Administrator collects rent from a locked drop box in each house on the sixth day of each month, or the next workday if the sixth falls on a weekend.

8.1.2. Late payments are only accepted in the office. The Accounting Administrator will charge late fees in accordance with the Membership Contract.

8.1.3. Treasurers are responsible for paying discretionary bills and turning in house receipts. If a treasurer does not fulfill his/her responsibilities, the Accounting Administrator will notify the House Trustee and deduct \$50.00 per month from the house discretionary funds.

8.1.4. Discretionary bills mailed to the office are sent to treasurers in house mail. The Accounting Administrator pays all other bills.

8.2. Member Payment Plans (passed 4/2007, effective 6/1/07) - An approved payment plan is a tool that indicates when and how much a member will be paying ICC if they are unable to pay on time. This is used as a tool to protect members from the accumulation of excessive debt.

8.2.1. If a payment plan is set up by the 5th of the first month's missed rent, all late fees will be waived. Otherwise, late fees will be assessed as per policy.

8.2.2. Without a payment plan, the eviction process will begin in accordance with this timeline:

8.2.2.1. By the 7th of the month after the first missed rent a Notice of Debt to ICC will be released.

8.2.2.2. If the member has not set up a payment plan by the 21st, a Notice to Vacate will be issued.

8.2.2.3. The member has 72 hours from receipt of the notice to vacate to either vacate or establish an acceptable payment plan with the office.

8.2.3. Approval of payment plan is dependent upon:

8.2.3.1. Demonstrated source of income.

8.2.3.2. A plan that reduces debt by 50% after 6 weeks, and by 100% (to \$0) after 3 months.

8.2.3.3. Rent that will be accrued throughout the duration of the Payment Plan must also be included when the plan is created.

8.2.3.4. If the member's contract ends before 3 months, this timeline will be adjusted proportionally.

8.2.4. Deviations from payment plan:

8.2.4.1. If a member defaults on their payment plan without notifying the General Administrator, a notice to vacate will be sent.

8.2.4.2. GA discretion may be used for minor changes unless these changes violate 3.2.

8.2.4.3. The following guidelines will be used for unapproved deviations:

8.2.4.3.1. 1st change - \$30 fine

8.2.4.3.2. 2nd change - notice to vacate

8.2.5. Regardless of changes made, the payment plan may not extend beyond 3 months except under authority of FiCom or the Board.

8.3. Credit Card Policy - Members using credit cards will be charged an additional 2.5% to the total amount charged. FiCom will determine the fee based on service charges to ICC.

8.4. Returned Check Policy - A \$20.00 administrative fee is charged for a bounced check or for stopping payment on a check to ICC. All late fees will apply retroactively to the receipt date of the check. A returned check will NOT be re-submitted to the issuer's bank. Those who bounce a check will not be allowed to write checks to ICC and must pay by money order, cashier's check, or credit card. After six

months of on time payment a member may request that staff review the member's account and waive this requirement.

8.5. Late notice policy - Debt notices are issued no more than twice a month to all members owing over \$40. Members will be given a minimum of five business days to respond before additional debt notices are issued.

8.6. Security Deposit Policy - The required security deposit shall increase to \$175 and shall apply to all new member contracts as of June 1, 2000.

8.7. Resolution to Dispose of Unclaimed Property (updated 06/23/2006 - passed on 12/07/2005)

8.7.1. The University of Texas Inter-Cooperative Council (ICC) will make every effort to return pet and security deposits to members within 30 days of completion of the member's check-out form including an itemized list of any deductions for damage caused by negligence, carelessness, accidents, or abuse.

8.7.2. ICC staff will attempt to contact members to complete check-out forms or return their outstanding deposits for two years from the end of the contract between ICC and the member. At that time unclaimed deposits will be disposed of according to Texas Law by funding scholarships for rural Texans. ICC will remit a check to the Hispanic Scholarship Consortium (HSC) to fund scholarships for rural Texans to attend college. ICC will provide a list of members whose unclaimed property is being transferred to the HSC and retain the list for our records. Scholarships will be given to eligible applicants from Bastrop and Burnet Counties according to the evaluation process used by the HSC.

8.8. Return Policy for Positive Account Balances - Any positive balance remaining on a member's account at move-out time must be added to the deposit return check. If a former member that is owed a refund cannot be found, then the Member Resources Administrator or Accounting Administrator should notify the Membership Officer of the house the former member resided at in an effort to find the former member and refund the balance owed to him or her. Discretionary allotments of revenues collected from bad debts pursued by the office will go back to the houses from which they were withheld.

8.9. Last Month's Rent Prepayment (12/04/01) - A pre-payment of half the cost of a single room during the academic year for last month's rent in addition to membership fees and security deposit is required. This prepayment of last month's rent is designed to protect ICC against bad debt. If current members resign for a room during the signing period and the prepayment has increased they must pay the difference by May 31.

8.10. Initial payments for New Members - Members who move into ICC within 3 weeks of signing an ICC contract must pay using a money order, cashier's check or credit card. (Effective 06/06/02)

8.10.1. Note: First month's rent is due on the 1<sup>st</sup> of the month that the contract begins or when the contract begins whichever is later.

8.11. Missing Receipt Policy (updated 06/23/2006 - passed by BOD on 10/12/2005)

8.11.1. There will be a \$25 fine to the house and a \$25 fine to the person who used the check for each house check written that is turned in without an adequate supporting document or receipt. Both fines will be paid to ICC. The Accounting Administrator will notify the house treasurer and trustee of the fine.

8.11.2. Adequate documentation is:

8.11.2.1. store receipt

8.11.2.2. store receipt of item being reimbursed (if a reimbursement)

8.11.2.3. billing statement (ex: cable, newspaper)

8.11.2.4. donation acknowledgement (if a donation)

8.11.2.5. voided check (for a house check not being used)

8.11.2.6. detailed handwritten invoice when buying an item belonging to a member or other individual (describe item: brand, features, condition. Include cost of similar new item if purchased from a store)

8.11.2.7. calculation of food payment to members (include dates the member is absent from house)

8.11.2.8. OK from Accounting Administrator for items not on this list

8.12. Late Fee Policy - The Accounting Administrator will charge late fees in accordance with the membership contract except in the following cases in which late fees are waived:

8.12.1. If a member's balance is less than \$40

8.12.2. If an international student does not pay on time their first or second month, comes in promptly after reasonable notification, and requests their fees be waived

8.12.3. If a member provides documentation of financial aid in the first month of the semester. (only one month waived per semester)

8.12.4. If a staff member confirms a member was given misleading information and the member comes in promptly after reasonable notification.

8.12.5. If documentation from a bank is provided showing that the bank made an error causing a member to pay late or bounce a check.

8.12.6. Certain family emergencies (see list where GA has the ability to cancel contracts)

8.13. Savings and Reserves Policy

8.13.1. ICC has four long-term savings funds:

8.13.1.1. Emergency Fund, for financial emergencies, funded by 1.5% of effective gross income each year.

8.13.1.2. Renovation Fund, for physical improvements to ICC's properties, funded by 1.5% of effective gross income each year.

8.13.1.3. Expansion Fund, to buy or build new co-ops, funded by the Membership Fee charged to new members, interest, and gain on property sales.

8.13.1.4. Facilities Replacement Reserves Fund, to replace systems and equipment, funded by 1% of effective gross income each year.

8.13.2. Administration and Review

8.13.2.1. The General Administrator will provide a report to the Board of Directors at the beginning of each semester about accumulated savings and the Savings Policy. This policy shall be completely re-evaluated by the Board in the year 2013 and every five years thereafter.

8.13.2.2. No changes shall be made in haste, bad faith, or without the long-term health and survival of the ICC co-op system in mind.

8.13.2.3. All these funds must satisfy requirements from our lenders that we maintain a certain amount of cash savings.

8.13.2.4. All savings accounts shall be physically segregated from operations accounts.

8.13.2.5. ICC shall not deposit more than the FDIC insured amount at any one bank. All Emergency Fund money below the floor shall be kept in federally-insured accounts. The Board is prohibited from investing any fund money in any manner other than stated above.

8.13.2.6. Cash transfers and deposits for savings funds are made as cash becomes available throughout the year. These transfers shall not be required in the summer and early fall when ICC is traditionally short on cash. All fund money earned must be deposited into funds by the end of the fiscal year it is earned.

8.13.2.7. In the event of a major corporate fiscal emergency as defined in the Emergency Fund section, the board may vote to transfer money from the Renovation Fund or Expansion Fund to the Emergency Fund.

8.14. Emergency Fund (amended Spring 2008) - This is our rainy day fund for use only in the event of a defined emergency.

8.14.1. Future Boards shall budget 1.5% of effective gross income for the building of an Emergency Fund until the fund total reaches the ceiling.

8.14.1.1. Emergency Fund ceiling is 17% of budgeted effective gross income.

8.14.1.2. Emergency Fund floor is \$700 x the number of beds in ICC (Nov 2007).

8.14.2. Once the emergency ceiling has been reached, the Board is no longer required to continue to build the Emergency Fund.

8.14.2.1. Funds above the ceiling may be loaned to other legally recognized cooperative organizations or diverted to another ICC savings fund.

8.14.2.2. All potential loans will be considered on a case by case basis according to reasonable guidelines of any professional lender and be reviewed by the Finance Committee who makes a recommendation to the Board.

8.14.3. In the event that ICC's actual gross income for any fiscal year is less than budgeted, every effort will be made by the Board and management to build the Emergency Fund as originally budgeted anyway.

8.14.4. In the event of a real estate market slump that causes a decline in area rental rates and/or property values, the Board may temporarily reduce or suspend the requirements to build the Emergency Fund.

8.14.4.1. The reduction or the suspension of fund building may be approved for only one year at a time, and for no more than three consecutive years.

8.14.4.2. If the Board reduces or suspends fund-building for two or more consecutive years, the Board must have a financial review by an objective professional advisor (defined below) prior to voting, each year after the first reduction.

8.14.5. In the event of a major corporate fiscal emergency the Board may vote to withdraw money from the Emergency Fund to insure ongoing survival of ICC, according to the following rules:

8.14.5.1. An emergency may only include:

8.14.5.1.1. Serious or unusual damage to property or loss of property and/or its use due to fire, collapse, explosion, storm, flood, vandalism, theft or other occurrences.

8.14.5.1.2. Significant loss of corporate income due to unexpected high vacancy rates.

8.14.5.1.3. Loan default by ICC or threat of foreclosure on property or seizure of assets.

8.14.5.1.4. Major Lawsuits against ICC.

8.14.5.1.5. Unusual or dangerous circumstances necessitating the temporary or long-term closure, sale of, or loss of leasehold on any house.

8.14.5.1.6. Negative or insufficient cash flow for more than three months resulting in the inability to pay for taxing authorities, property insurers, utility companies, payroll, or other important vendors or providers of goods or services necessary to the continuing operation of ICC.

8.14.5.1.7. Any situation not explicitly defined above may only be declared an emergency through consensus vote of the Board.

8.15. Renovation Fund - This fund is for major renovations and other improvements to our properties. It's funded by 1.5% of our gross rental income each year.

8.15.1. Future boards shall budget 1.5% of estimated annual gross rental income for the building of the Renovation Fund (RF). Also, interest gained from the fund will be placed in the Renovation Fund.

8.15.2. The purpose of the RF is to improve, enhance, restore, retrofit, and rehabilitate properties held by ICC.

8.15.3. Only projects whose cost exceeds \$20,000 are eligible for RF funding. Smaller projects should be funded through the operating budget.

8.15.4. RF-funded projects must extend and increase the life of a property or significantly increase the habitability and marketability of the property.

8.16. Expansion Fund - This fund is to buy or build buildings for new ICC co-ops, or for additions that increase the number of beds in ICC.

8.16.1. All income derived from membership fees, expansion fund interest, and gain on property sales will be placed in the Expansion Fund.

8.16.2. Expansion Fund money may be spent only when authorized by the board of directors, and only for:

8.16.2.1. Acquisition of new property or buildings to be used for co-op housing (including down payments, closing costs, realtor fees, property inspection and evaluation fees, and contingency fees);

8.16.2.2. Major conversion of existing structures when such conversion is intended to increase available space for member occupancy (e.g., new additions, wings, annexes, stories, or rooms on existing property);

8.16.2.3. Capital improvements on existing structures when conversion is intended to increase occupancy by greatly improving marketability of the property (e.g., kitchen additions, accessibility for wheelchairs and other physical challenges, etc.).

8.17. Facilities Reserves Replacement Fund- This fund is designed to provide a planning solution for the replacement of the items listed in the "Systems and Equipment" section given the erratic nature of the actual lifespan of the systems and equipment.

8.17.1. Annual savings to be minimum of 1% of gross room and board and will accrue on a monthly basis. Interest also gained in the fund will be placed into the Facilities Reserves Replacement Fund.

8.17.2. The Fund Ceiling is 2% of budgeted effective gross income.

8.17.3. Once the ceiling is reached, funds will automatically divert to the Renovation Fund until the Facilities Reserves Replacement Fund falls below its ceiling.

8.17.4. Replacement Reserves funds are only to be used to replace items listed in 8.17.5, not for repairs on existing equipment or to add new equipment. Otherwise, there are no restrictions on withdrawals from the account.

8.17.5. Systems and Equipment – The following items are “covered” by the Replacement Reserve Fund.

Commercial Refrigerators (*no residential appliances or “personal refrigerators”*)

Commercial Freezers (*no residential appliances*)

Commercial Dish Sanitizers

Commercial Stoves/Ovens

Water Heaters

Furnaces

Central A/C's (*including evaporator coils, air handlers, and condensing units*)

8.18. House Food Allotment and Advance Policy: Member food allotments to Houses will be withheld if the members' rent is not paid on time.

8.18.1. Member's who fail to pay their rent on time (by the 5th of the month) will have their food allotments to the house withheld.

8.18.2. When a member does pay, his food money will be given to the house at the next official distribution of house funds (typically 2/3rd at the beginning of the month after rent has been collected and 1/3rd on the 21st).

8.18.3. If a member established a payment plan before rent is due, the Accounting Administrator will give to the house a food allotment proportionate to the amount paid by the 5th.

## **Section 9: Staff & Office**

- 9.1 Staff Rights and Protections
- 9.2 Compensation
- 9.3 Benefits
- 9.4 Emergency Powers
- 9.5 Office Operations
- 9.6 Job Descriptions

### **9.1 Staff Rights and Protections**

9.1.1. Statement of Value: The Board of the Inter-Cooperative Council recognizes that the people that administer and execute the day-to-day operations of our organization are one of our most precious resources. In order to protect this resource, the Board requires that the following criteria be adhered to when any policy is formulated concerning staff operations or structure:

9.1.1.1 The Inter-Cooperative Council is an equal-opportunity employer. There will be no discrimination based on color, gender, ethnicity, religious affiliation, physical ability, age, national origin or sexual orientation.

9.1.1.2. Staff members will be treated with complete equity under the laws of the United States and Texas, including (but not limited to) employment-related legislation, such as the Fair Labor Standards Act, the Family and Medical Leave Act, the Employee Retirement Insurance Security Act, the Equal Opportunity Employment Act, COBRA Law, and state and federal unemployment law.

9.1.1.3. The Inter-Cooperative Council will maintain full Worker's Compensation Insurance coverage for all employees at all times.

### **9.2. Compensation (Wages paid directly to employees)**

9.2.1. Authority over Compensation: The Board of Directors shall approve the compensation for all employees each year, usually as part of the budget process, or at other times as necessary.

9.2.2. Starting Salaries: A starting salary range for each job title will be determined as the need arises to fill the position. The salary range will be based on the level of responsibility, skills required, relevant experience, level of education, and comparable local market wages in the non-profit sector. The salary range will be approved by the Board

9.2.2.1. ICC will pay a Living Wage. The minimum hourly rate will be no less than the City of Austin Living Wage or other minimum rate to be determined by the Board in the absence of a current City of Austin Living Wage.

9.2.3. Cost of Living Adjustments (COLA) must be approved by the Board of Directors annually during the budget process. ICC will strive to match the Consumer Price Index of inflation for the prior calendar year. The CPI to use will be All Cities (all items) or Dallas/Ft Worth (all items) whichever is higher. To be eligible for COLA employees must be meeting expectations in their job performance and have been employed at ICC for at least 6 months at the time the COLA takes effect.

9.2.4. Suspension of COLA: The Board of Directors reserves the right to suspend COLA in the event of a fiscal emergency. The Board may not retroactively lower either COLA or salary increases for the current fiscal year. An emergency shall not be declared for the exclusive purpose of avoiding rent increases.

9.2.5. Individual Salary Increases: Employees should not expect automatic regular salary increases above COLA regardless of job performance and should understand that the limited

resources and purpose of the Inter-Cooperative Council severely restricts funds available for paying staff. Proposals for merit raises above the COLA may be brought to the board during the budget process by the GA or the affected staff member. Merit raises must be approved by the Board of Directors. Generally, to be eligible for a salary increase an employee must be meeting or exceeding expectations in their job performance and have been employed at ICC for at least 1 year at the time the salary increase takes effect.

9.2.6 Holiday Bonus: The Inter-Cooperative Council demonstrates appreciation for staff members, in part, by providing an annual holiday bonus to all full time employees who work 30 or more hours per week. The Board of Directors will prepare fiscal budgets in a manner that allows for a holiday bonus to be distributed to staff in the month of December. Distributions will be based on the following criteria:

9.2.6.1. The bonus amount will be the same for all staff, provided that they have completed one year of service. Bonuses for staff with less than one year of service will receive a monthly pro-rated bonus (rounded up for a partial month).

9.2.6.2. The employee must have a written performance evaluation less than one year old that reflects that they are meeting the minimum standards of their position and be employed before December 1<sup>st</sup> of the holiday bonus year. Employees actively on probation for performance issues are not eligible to receive the holiday bonus.

9.2.7. Performance Bonuses should be considered by the Board of Directors any time a staff member demonstrates performance or accomplishments above and beyond the level expected of their position. The Board will make a determination after considering any criteria deemed relevant. This policy does not imply any guaranteed bonus for exemplary staff performance. Employees, supervisors and/or ICC officers responsible for staff oversight all share the responsibility for bringing forward any instances of performance excellence for consideration.

9.2.8. Travel and Training: Employees required or permitted to travel or attend meetings or training as a requirement of his or her employment receive their normal compensation. ICC will not pay employees while away from home on approved travel for time spent for sleeping, eating, resting, personal care, or socializing, except in cases where eating and/or socializing are parts of required or planned activity for the meeting, training, or conference attended.

9.2.8.1. Per Diem Reimbursement: When a staff member is traveling or out of town for ICC approved travel for at least one full day they will receive up to \$20 per diem reimbursement for expenses. Receipts must be provided for the expenses to be reimbursed.

9.2.9. Staff Retirement Plan:

9.2.9.1 Each salaried, full-time employee shall be eligible to participate in the Plan and receive employer contributions after she or he has satisfied the following requirements:

9.2.9.1.1. The Retirement Plan's age and service requirements shall be the completion of a minimum of one year of service. This one-year of service includes time worked by any employee in any salaried, fulltime ICC position. One year of service is defined as 365 days after the initial date of employment.

9.2.9.1.2. Entry dates will begin on the 1st day of the subsequent month after the employee has met the one-year of service.

9.2.9.1.3. Contribution Formula

9.2.9.1.3.1. The formula for employer contributions shall be the same for all eligible staff, regardless of position (based on the gross annual salary of each participant excluding overtime).

9.2.9.1.3.2. Employer Contribution Formula: 4% semiannual salary will be paid to each employee, with no mandatory matching requirements on May 31st and November 30th of each year. Semiannual salary is defined as the gross wages paid to each employee from June 1 to November 30 and December 1 to May 31 each year.

9.2.9.1.4. The first contribution by the employer to the Plan on behalf of any employee will be prorated for that six month period based on the employee's entry date.

9.2.9.1.5. On an employee's voluntary departure, that employee forfeits any employer contributions during the semiannual period in which his/her employment ends. For an employee's involuntary departure (i.e. employment terminated by employer) the employer will contribute a pro-rated contribution, based on the employee's termination date, to the Plan.

9.2.9.1.6. Neither loans nor hardship distributions are available to participating employees.

9.2.9.1.7. The Retirement Plan can be terminated by a majority of the Board of Directors of the University Of Texas Inter-Cooperative Council, Inc.

9.2.9.1.8. The financial coordinator must review planned payments before payment may be made to any employee. In the event of vacancy in the position of financial coordinator, the ECC as a whole must review the planned payments prior to disbursement.

### 9.3 Benefits

9.3.1. The Inter-Cooperative Council seeks to retain quality staff members by offering extensive benefits including paid leave, numerous holidays, and health and dental insurance

9.3.2. Health & Dental Insurance will be provided to employees as outlined below:

9.3.2.1. Current benefits may not change without consultation of the Board of Directors and staff, or their delegate(s). The purpose of this rule is to minimize the many complications arising from changing plans and carriers.

9.3.2.2. Eligibility: The Inter-Cooperative Council provides health and dental insurance benefits to any ICC employee, at employer expense, who has worked at ICC for two months or longer in a permanent, full-time position:

9.3.2.2.1. A full-time position is considered to be a job position requiring work of 30 or more hours per week.

9.3.2.2.2. A permanent position is considered to be any position that is designed to last more than six months and is not hired as contract, temporary, or seasonal. Health insurance benefits shall be maintained with consistent benefit

levels from year to year. The Inter-Cooperative council pays any cost increases for continuing health and dental benefits up to 10% over the previous year without prior Board approval and regardless of the funds available in the current budget.

9.3.3. ICC Holidays: All ICC employees in permanent job positions will receive the following paid holidays, on which days the ICC office will be closed. Alternative dates for office closure will be determined when these days fall on weekends: New Year's Day, Martin Luther King Day, Friday before Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve..

9.3.4 Paid Time Off: All permanent employees who work 20 or more hours per week will receive minimum paid time off proportionately equivalent to 24 eight-hour days per year for full-time, 40 hours per week, 52 week per year, employees. Employees who work less than 20 hours per week or less, or who are temporarily employed, will not receive the paid time off benefit. .

9.3.4.1. Longevity Bonus: Full time employees who work 40hrs per week, 52 weeks per year for at least 5 years will receive 27 eight-hour days of paid time off per year. Full time employees who work less than 40 hours for at least 5 years will receive paid time off in proportion to the hours worked. Increase in benefits begins on the first day of the 6<sup>th</sup> year of employment

9.3.4.2. New Employee Leave Limitation: Employees may only use half of their paid time off until they have been employed by ICC for three months or longer.

9.3.4.3. Staff Leave Policy: The Inter-Cooperative Council shall maintain a detailed, up-to-date written staff leave policy that is made available to all staff members upon their hiring and all Board members upon request.

9.3.4.4. Accrual Limitations: Each employee can carryover a maximum of 160hours of personal time off from one fiscal year to the next. The maximum amount for carryover will be prorated for employees working less than 40 hours per week

9.3.5. Over-time Rules: The Inter-Cooperative Council recognizes and adheres to the provisions of the U.S. Fair Labor Standards Act (FLSA). For cases, if any, in which ICC policy regarding non-exempt employees and over-time, are deemed to be in violation of any local, state, or federal law, the law will prevail and ICC will comply with the law

9.3.5.1. Part-time, temporary, and other non-exempt employees are prohibited from working over-time, except with specific supervisor approval . Any non-exempt employee who actually works over-time, regardless of whether such over-time was approved in advance, shall be paid for such over-time in accordance with the FLSA, but may be reasonably disciplined their supervisor if approval for over-time was not granted in advance.

9.3.6 Compensatory (Comp) Time: All permanent, full-time (40 hour) ICC employees exempt from over-time pay as per the U.S. Fair Labor Standards Act (FLSA) shall receive comp time. For cases, if any, in which ICC policy regarding exempt employees and comp time, are deemed to be in violation of any local, state, or federal law, the law will prevail and ICC will comply with the law. The Inter-Cooperative Council provides this benefit to these employees in recognition of the large number of hours often required of executive, administrative and professional staff to carry out the duties of the organization.

9.3.6.1. Definition: Exempt employees will have an allotted number of paid hours per each pay period that is derived from the ICC budget for that job position and which will not exceed 40 hours per week without specific Board approval. Any exempt employee

who works more than the allotted number of hours will be paid only for the allotted hours, and hours worked above those allotted will be accumulated as comp time.

9.3.6.2. Use Guidelines: Comp time accumulated by exempt employees may be taken off, with pay, at any time with proper authorization. . Employees should strive to take comp time off during the month the comp time was earned.

9.3.6.3 Accrual Limitations: Employees are generally not allowed to carryover any accrued comp time at the end of the fiscal year. With supervisor approval, comp time accrued in May can be carried over in the case that employee did not have an opportunity to take the comp time off. Comp time will not be paid out except as in

9.3.6.4. Extraordinary Events: Circumstances may result in the accumulation (or potential accumulation) of a significant amount of comp time that cannot be taken without undue disruption to the organization. In such cases, the Board will determine if a buy-out of the time is in ICC's interest. Employees and supervisors are responsible for alerting the Board of excess comp time problems as far in advance as possible.

#### 9.3.7. End of Employment:-

9.3.7.1. Pay-in-Lieu-of-Notice: Any ICC employee whose job is discontinued may be given pay-in-lieu-of-notice according to the definition of such pay per Texas Workforce Commission, Texas employment and other relevant law.

9.3.7.2. Severance Pay: Any long-term employee may be granted severance pay by the Board of Directors when such employee leaves the Inter-Cooperative Council, according to terms and conditions of a severance pay policy that shall be written prior to the granting of any severance pay to any employee.

9.3.7.3. Pay for Accrued Benefits: Except as follows, employees who resign their positions at ICC with proper notice will be paid, upon or immediately following their last day of employment, for their unused accrued paid time off. Such accrued leave will be paid at the employee's then current hourly rate.

9.3.7.3.1 ICC reserves the right to refuse payment for unused, accrued paid time off leave, to any employee who has been fired or who has resigned without proper notice.

9.3.7.3.2. Decisions on such refusal of payment for accrued leave will be based on the circumstances surrounding the employee termination or resignation and will be made by the ICC Board of Directors, at its sole discretion.

9.3.7.4. The payout may be withheld until a duly authorized meeting of the Board of Directors can be held.

9.3.8.. Extraordinary Events: The ICC Board of Directors may authorize payment for unused accrued comp time in the event of employee death, disability, personal or family medical emergency, lay-off or staff re-organization with short notice, or for any other reason involving the employee's amicable departure from ICC employment, or for the employee's departure due to events beyond the employee's reasonable control. Severance pay is neither promised nor automatically given unless so specified in an individual employment contract, though such compensation will be offered as a gift to an employee or his/her heirs and survivors if and as reasonably possible.

#### 9.4 Emergency Powers

9.4.1. Emergency Management Authority and Powers: The General Administrator has certain emergency powers, which may be used during unexpected situations that develop when a quorum of the Board of Directors is not available, or during emergencies when it is not possible

to wait for a meeting of the Board of Directors. These powers will be used only in the event that immediate action must be taken to protect the ICC, its members, its property, or its interests, and there is also insufficient time to assemble a quorum of the Board of Directors under the By-laws of ICC. Such actions are authorized even when the actions will require expenditure of funds above the amounts authorized in the budget. The General Administrator may delegate emergency powers to another staff member when out of the office for work, vacation, or personal leave by written or email notification to the Board of Directors and staff. In the absence of, or in the case of delegation by the General Administrator, or when another staff person is operating in the General Administrator's stead, that staff person has all the same emergency powers and authority as the General Administrator, delineated herein, although every effort must be made by that staff person to contact the General Administrator for approval before taking such emergency action.. The emergency powers are as follows:

- 9.4.1.1. The power to Secure the Safety of ICC Members and Property;
  - 9.4.1.1.1 The power to secure the safety of ICC members and to protect them from the violent or illegal acts of others; this includes the power to seek assistance from the police or private licensed security company and/or government authorities in controlling potentially violent or illegal situations
  - 9.4.1.1.2 The power to secure ICC property and members against damage or loss from violence, vandalism, theft or other cause; licensed, bonded security agents may be hired in emergency or crisis situations to guard ICC members and property, and to avert harm;
  - 9.4.1.1.3 The power to seek eviction or arrest of any ICC member or guest who commits actual or threatened acts of violence, assault, vandalism, or theft against any member of ICC, its staff, its property or the public;
- 9.4.1.2. Power to Authorize Expenditures for Protection of Property;
  - 9.4.1.2.1 The power to authorize expenditures, including those binding ICC by contract, for amounts above those budgeted for maintenance or capital improvements; Such expenditures are authorized only in the event that they become necessary to ensure the safety and health of the occupants of ICC buildings or to prevent significant further damage to ICC property, particularly in the event of fire, storm, explosion, water or wind damage, structural collapse, sewage leaks, natural disaster and acts of violence or vandalism to ICC property.
- 9.4.1.3. Power to Secure House or Other Corporate Funds;
  - 9.4.1.3.1. The power to confiscate house or other corporate checkbooks and funds, to close or freeze house or other corporate bank accounts, and to stop payment on house or other corporate checks in the event that there is a reasonable suspicion of malfeasance, actual or planned theft, gross mismanagement of funds, unauthorized expenditures of house or insufficient funds; These actions will be accompanied by notification of house members, if and as appropriate, of the actual or suspected unauthorized acts.
  - 9.4.1.3.2.. The power to notify legal authorities if and as necessary;
- 9.4.1.4. Power to Secure ICC Records;
  - 9.4.1.4.1. The power to refuse access to ICC records, pending a delay to provide a duplicate of information to anyone suspected of seeking access to records with the intent of causing damage to ICC or its members;
- 9.4.1.5. Power to Defend Against Legal Action;

9.4.1.5.1. The power to defend ICC against lawsuits by retaining legal counsel, and if necessary, filing counter-suits, claims or injunctions, or by seeking court orders; Such retention, filing and other actions are authorized even when actions will require the expenditures of funds above the amounts authorized in the budget for legal expense. Decisions to retain counsel will be weighed in light of the severity of the lawsuit and its claims, and the potential expense that the loss of such suit could incur for the ICC. Unless time will absolutely not allow it, no counter-suits, claims, injunctions or court.

9.4.2. Emergency Intervention Review: All decisions involving the use of emergency power authority must be promptly reported to the Board of Directors and are subject to review and approval or disapproval by the Board of Directors

#### 9.5 Office Operations:

9.5.1. ICC Executive Limitations Policy - ICC executive limitations policy regarding staff leave, compensation, and benefits.(Passed May 14, 2002)

9.5.1.1. The General Administrator's authority, with respect to the compensation, benefits and paid or unpaid leave of ICC staff, is limited so as to assure that the rights of employees to fair and equitable access to compensation, benefits and leave are not impeded.

9.5.2. Office Equipment: ICC office equipment is only for ICC or house business use

9.5.3. All Executive Coordinators may receive a key to the downstairs office for the purposes of conducting ICC or house business.

### **Staff Job Descriptions**

#### 9.13. Facilities Administrator (Approved by Board of Directors 9/19/2000, Effective October 1, 2000)

9.13.1. General Duties: The Facilities Administrator will provide expertise, supervision, planning, and daily coordination for the management of all corporate facilities. Facilities Management includes, but is not limited to: building maintenance, equipment and capital improvements, sanitation and safety, facilities budget development, historic landmark status and building grant requirements.

#### 9.13.2. Accountability

9.13.2.1. The Facilities Administrator is a full-time staff position supervised by and accountable to ICC General Administrator

#### 9.13.3. Duties and Responsibilities

9.13.3.1. Maintenance and Improvement Systems: Overseeing maintenance and improvements systems and long term planning development, including major building renovations and rehabilitation projects Provide guidance to the Maintenance Officer and house Maintenance Officers.

9.13.3.2. Select and oversee contractors: Work with the maintenance committee and General Administrator in developing budgetary recommendations (for the Facilities area) for the upcoming fiscal year.

9.13.3.3. Oversight of Maintenance Budget and Reporting Monitoring and approving maintenance expenditures and capital improvements according to the approved budget and cost-effective decision making

9.13.4. Overseeing and improving organization of maintenance, facilities and capital improvements records, information retrieval and reporting

- 9.13.5. Update ICC Facilities Manual a minimum of one time per year. This should also include a timeline for implementing Facility Improvements.
- 9.13.6. Providing the Board of Directors and General Manager information concerning facilities expenditures and plan, and information regarding ICC's compliance with all regulatory and grant requirements
- 9.13.7. Direct Maintenance: Develop and maintain system for tracking member maintenance requests
- 9.13.7.1. Evaluate reported maintenance problems
  - 9.13.7.2. Utilize available resources for completing repairs on an as-needed (but on-going) basis, such as repair plumbing leaks and clogs, repair/replace siding, window frames, eaves and other carpenter repairs
  - 9.13.7.3. Noting and addressing additional problems observed during the course of performing work
  - 9.13.7.4. For all assignments: obtain materials, keep GA, BD, and house members updated about project complications and delays, clean job site completely and complete ICC paper work
- 9.13.8. Determine what contractors will be utilized
- 9.13.9. Conduct in-house inspections of all ICC property and rooms a minimum of one time per year.
- 9.13.10. Inspection/Code compliance: Work to ensure that ICC properties are in compliance with City of Austin building codes.
- 9.13.10.1. Supervise the resolution of all ICC code violations in accordance with city-approved timeliness and as ICC budget allows
  - 9.13.10.2. Within the limits of corporate resources, ensuring that all houses with Historic Landmark status meet Historic Landmark Commission guidelines in regard to maintenance, aesthetics and appropriate approval of building and capital improvements
  - 9.13.10.3. Overseeing additional regulatory areas such as commercial kitchen permits, rooming house licenses, swimming pool licenses and regulations and compliance with any building or property grant requirements
  - 9.13.10.4. Working Conditions
    - 9.13.10.4.1. The Facilities Administrator is expected to work an average of 40 hours per week. The Facilities Administrator will be available to members during maintenance emergencies on a limited basis. The Facilities Administrator's cellular phone number may be given to members to call in case of emergencies, along with a description of what constitutes an emergency and a list of emergency maintenance contractors. The Facilities Manager need not to respond to all emergencies in person but may address the problem by calling an outside company, working with the member over the phone, or determining that the matter may address in the next working day.
    - 9.13.10.4.2. Compensation for work during non-routine hours will be consistent with the policy regarding the ICC staff as a whole: time worked over standard hours will be taken as compensatory time, and will be monetarily compensated at the worker's regular pay rate.
    - 9.13.10.4.3. The Facilities Administrator must provide transportation of his/herself, tools and supplies. Mileage expense for use of personal vehicle between ICC jobs and to obtain materials and supplies is reimbursed at rate set

by the United States Internal Revenue Service. Facilities Administrator must report his/her mileage with each time sheet.

9.13.10.4.4. The Facilities Administrator will earn and accrue comp time and vacation, holiday, and personal leave, as well as medical and dental insurance, according to the current ICC Staff Policies.

9.13.10.5. Needed Attributes: The Facilities Administrator is expected to be flexible regarding changes in job tasks according to unanticipated maintenance needs and emergencies. The Facilities Administrator must be able to take direction, work under supervision and follow priorities set by the General Administrator and Board of Directors. As well, the Facilities Administrator must have the ability to work independently, organize multiple tasks and exercise judgment and skill in daily decision-making.

9.13.10.6. Required Skills: The Facilities Administrator is expected to possess the following skills and to acquire additional knowledge as needed during the course of his/her employment at ICC:

9.13.10.6.1. General proficiency and several years of hands-on experience in the areas of plumbing, electrical, HVAC, and carpentry. Awareness of national and city codes, city permits, and proper procedures for assuring that codes are met and permits are current.

9.13.10.6.2. Knowledge of industry standards for independent construction constructors: bid procedures and typical content, liability and payment procedures.

#### 9.14. General Administrator (Effective December 15, 1999)

9.14.1. General Responsibilities: The general responsibilities of the General Manager will be to provide management, guidance, education and expertise for the operational, professional, financial and educational functions of the ICC. The General Manager will act at all times to assist and advise the Board of Directors to ensure the well-being of the corporation and to integrate its various activities into a single successful operation. The General Manager will assure staff implementation of Board-approved policies, actions and directives. The General Manager will be ICC's senior manager and will work with and supervise, directly or indirectly, all other ICC staff members and independent contractors according to the guidelines of the ICC Management System Policy, effective October 1, 1998, or as subsequently revised by the Board of Directors with the agreement of the General Manager.

9.14.2. Within Board of Directors approved policies and budgets, job responsibilities include:

9.14.2.1. staff supervision and management,

9.14.2.2. Board and membership development, education, and services,

9.14.2.3. assurance of the accuracy of accounting records,

9.14.2.4. development and monitoring of corporate budgets,

9.14.2.5. fund management,

9.14.2.6. coordination of long-term planning, property sales, leases and acquisitions,

9.14.2.7. oversight of capital improvements planning and implementation, and,

9.14.2.8. procurement and management of financing for mortgages, renovation loans and other corporate liabilities.

9.14.3. Specific Responsibilities:

9.14.3.1. Act as ICC's Senior Manager

- 9.14.3.2. Acting within Board of Directors policy, and according to the ICC Management Systems Policy, serve as ICC's senior manager. Maintain an overview of corporate activities, plans and directives to integrate them into a single successful operation by:
- 9.14.3.3. Training Board of Directors and staff regarding the relationship of all ICC activities to the corporate well-being;
- 9.14.3.4 Ensuring that the Board of Directors is trained in general management, roles and responsibilities, with assistance from other staff and Board members, as well as from alumni, appropriate professionals and other members of the community, as needed;
- 9.14.3.4. Monitoring all corporate activities on behalf of the Board, as reasonably possible;
- 9.14.3.5. Supervising, directly or indirectly, all staff members and independent contractors;
- 9.14.3.6. Approving unbudgeted expenditures and projects with amounts exceeding \$1,000.00;
- 9.14.3.7. Consulting with appropriate staff members and independent contractors to recommend to the Board long-range and short-range budgets. Authorize those budget items delegated to the General Manager under the Budget Streamlining Policy and the Executive Limitations Regarding Budget Policy and inform the Board of such authorizations. Report to Board as required regarding compliance with the Executive Limitations Regarding Budget Policy. Assist the Finance Committee and staff in recommending the remainder of the budget to the Board of Directors;
- 9.14.3.8. Working with the Board to develop community support, including an alumni association and fundraising activities, if and as possible;
- 9.14.3.9. Assisting full-time ICC staff members and the independent financial services provider by performing only those tasks that absolutely must be done during those persons' absences or periods of unavailability;
- 9.14.3.10. Implementing and following the ICC Management System Policy and the Emergency Management Powers and Authority Policy, as appropriate.
- 9.14.4. Provide Guidance and Expertise to the Board of Directors
- 9.14.4.1. Serve as the primary staff resource person and a general management advisor to the ICC Board of Directors and staff. This includes:
- 9.14.4.1.1 Attending Board of Directors, staff, Board Committee and other meetings on an as-needed basis;
- 9.14.4.1.2 Ensuring that timely reports on financial status of the corporation are provided to the Board of Directors and other interested parties, including Monthly budget variance income statements and balance sheets; Other financial statements as requested by the Board of Directors; Annual audit report from Board-selected auditor;
- 9.14.4.1.3 Assisting in creating, updating, and maintaining corporate records of corporate policies (also known as Standing Rules). Encourage Board members to submit important policy proposals or revisions to the Board, or submit them personally in the absence of officer or Board action or expertise, when and if time allows. Provide Board with background information and advice as needed;
- 9.14.4.3.3. Acting as ICC's legal agent of the Board of Directors, according to Board approved policy and directives, to government and other entities as necessary for job performance and for protection of ICC's assets and interests

against threatened claims, penalties and litigation; to the extent of the General Manager's ability to personally control, ensuring that ICC meets all legal requirements within the areas of the job position's authority and responsibility. These areas include, but are not limited to, lenders, financial institutions, taxing authorities, government agencies, insurance providers, real estate agents, auditors, attorneys and other professionals, and historical commissions;

9.14.4.3.4. Advising the Board of Directors regarding the standards of, and the necessary measures to remain in compliance with, ICC's status as a Texas non-profit corporation with tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code and as an exempt organization in the State of Texas;

9.14.4.3.5. Providing guidance to the Board of Directors in co-op development by coordinating the purchase, leasing, and sale of real estate and other assets and managing and procuring financing for mortgages, renovation loans, and other liabilities;

9.14.4.3.6. Working with the Board of Directors, appropriate ICC staff, and the independent financial service provider to develop and update the annual budget, including training Board members regarding ICC's budget, and coordinating budgeting for houses, central operations, and capital reserves;

9.14.4.3.7. Along with the Coordinating Officer, working with the Board of Directors to develop long-range financial projections, plans, goals, strategies and objectives, to be updated on an annual or bi-annual basis;

9.14.4.3.8. Advising Board, as needed, regarding improvements in systems for assessing operations fund charges to houses and for rewarding houses for good performance in regard to occupancy and house fund management;

9.14.4.3.9. Assure the timely collection of member accounts receivable payments and the assertive pursuit of collection and bad debt recovery efforts by enlisting the assistance of other staff, house members, parents and other responsible parties, collection agencies and legal authorities, if and as appropriate.

9.14.4.3.10. With assistance and support from the independent financial services provider, advising Board regarding implementation of plans to improve services, save money, increase revenues and decrease expenses, based on information derived from thorough research. Working with ICC staff, and professional consultants if necessary, to advise the Board regarding annual rental rate increases and decreases, Member Resources, marketing and member quality of life, and the competitiveness of ICC rental rates in the area rental market. Also, working with ICC staff to advise the Board regarding the condition and preservation of ICC housing and property, and working with the Board and staff to devise and implement service and system improvements, and cost saving and/or revenue boosting strategies.

9.14.5. Personnel Systems Supervision - Coordinate ICC personnel and organize personnel system by:

9.14.5.1. Directly hiring, providing training, overseeing, evaluating and firing, if an as appropriate ICC's full-time staff members in accordance with job descriptions and board directives. Call and facilitate staff meetings. Oversee supervision of part-time employees by full-time employees. Assist other ICC

staff members in hiring, firing, training and evaluating the staff persons whom they supervise.

9.14.5.2. Within the limits of corporate resources and Board-approved budgets, assuring that workplace conditions and infrastructure are satisfactory to improve efficiency and cooperation among staff members;

9.14.5.3. Enforce and uphold the terms of contract with financial service provider(s) and work with the Independent Financial Services Provider to ensure that ICC's expectations are met with regard to performance of contracted responsibilities.

9.14.5.4. Providing guidance and expertise necessary to encourage and maintain member education and retention efforts and a sense of well-being throughout the organization by ensuring the training and monitoring of ICC corporate and house officers.

9.14.5.5. Advising Board on staff structure and job descriptions.

9.14.5.6. Advising the Board on and coordinating employee benefits system.

9.14.5.7. Assisting the Board in the development, implementation and monitoring of personnel policy and practice, and, within the limits of corporate budgets and other resources, perform necessary research and study to reasonably assure corporate compliance with applicable personnel law

9.14.5.8. Implement, monitor and report to the Board regarding the Executive Limitations Policy on Staff Leave and other personnel policies, and/or their successor or replacement policies as adopted by the Board of Directors.

9.14.6. Monitor Financial Systems and Compliance with External Requirements - Provide fiscal oversight, supervision and organizational accountability for accounting records, documentation and reporting requirements related to ICC funds and financial activity.

This includes:

9.14.6.1. Overseeing yearly and monthly cash flow, including ensuring that transfers, deposits, and expenditures are made, with discretionary authority to approve or disapprove expenditures within Board approved budget guidelines:

9.14.6.2. Overseeing the timely payment of taxes, mortgages, loans, bills, salaries and other corporate expenditures. Negotiating cost reduction and efficiency as possible.

9.14.6.3. Ensuring that all ICC financial activity is properly documented, that all tax, legal and lender reports, as well as tax and insurance audits, are filed and/or prepared according to deadlines, and that ICC is in compliance with all legal obligations regarding insurance, taxes and debts.

9.14.6.4. Assisting the Board of Directors to ensure that ICC takes the necessary measures to remain in compliance with ICC's status as a Texas non-profit corporation with tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code, and as an exempt organization in the State of Texas;

9.14.6.5. According to pre-established deadlines, ensuring that all house treasury materials are turned in to office, all rents are collected, and all house net revenue transfers are made;

9.14.6.6. Supervising and evaluating an overall plan for ICC computerized accounting systems, including implementing the improved accounts receivable system and fixed asset ledger. Working with appropriate ICC staff member(s) and contractor(s) to develop a maintenance and capital improvements tracking

- system, and working with all personnel to improve the office filing system, especially in regard to membership records, invoices and expense receipts;
- 9.14.7. Coordinating independent financial audits, including:
- 9.14.7.1. Preparing for an annual audit, representing ICC to the auditors, assisting auditors, and assuring the completion of any work possible to minimize audit expense; and
- 9.14.7.2. Assisting in all phases of auditor review and selection as directed by the Board of Directors;
- 9.14.8. Ensuring the keeping of accurate and timely accounting records of all ICC bank accounts and rent collections, including ensuring the reconciliation and posting to general ledger of all corporate, bank, member and credit account activity, the performance of trial balances, and the combination of the above information into financial statements per house, for central operations, and for ICC as a whole;
- 9.14.9. Ensuring the provision of monthly summaries of financial activity for each house and the assistance of house members in understanding that information through oral communication, written reports and graphic representations when possible;
- 9.14.10. Assisting the ICC Finance Officer with the oversight and training of house treasurers, and with teaching them to do their jobs correctly and in a timely manner. Ensuring the correction of treasurer mistakes, and the posting of house activity to the general ledger;
- 9.14.11. Working with City officials and the ICC staff and co-op members to ensure that houses with Historic Landmark zoning maintain their property tax exemptions. Ensure the filing of appropriate annual applications;
- 9.14.12. Member Resources and Marketing
- 9.14.12.1. With ICC staff and board members, working to ensure that adequate membership recruitment, retention, advertising and marketing efforts take place. Advise and assist the membership in development and implementation of improvements to quality of life in ICC.
- 9.14.12.2. Advise Board and staff regarding the legalities of ICC's membership contracts.
- 9.14.12.3. Advise Board and members regarding compliance with landlord/tenant law.
- 9.14.12.4. Advise Board and members regarding assurance of a continually improving quality of life for the resident members of ICC.
- 9.14.13. Facilities Improvements, Conditions and Safety - Working with the Board, ICC staff and independent contractors as needed to improve the safety and conditions of ICC's existing facilities and to prepare for future repairs and improvements by:
- 9.14.13.1 Developing and maintaining a capital repair and replacement plan for all building systems and equipment assets of ICC;
- 9.14.13.2. Developing and maintaining a preventive maintenance program whereby equipment and building systems are serviced in order to increase performance efficiency, maximize usable life, reduce negative environmental impact and increase safety and stability;
- 9.14.13.3. Within budgetary and operational constraints, maintain ICC's facilities and equipment at a high degree of compliance with applicable building standard and health codes;

9.14.14. Community Relations - With Board members and corporate officers, ensuring that ICC is represented and a participant in various local and cooperative communities as appropriate. The General Manager shall prioritize her/his community relations activities so that the Board is aware of and has approved of each general activity. These activities will consume staff time in proportion to their benefit to the ICC, will be delegated to others if and as appropriate, and shall not unnecessarily interfere with other job duties and activities of the ICC.

9.14.14.1. Ensuring that ICC is represented on the Board of Directors of NASCO Properties for as long as the ICC retains membership in that organization, and work to ensure that NASCO Properties continues to function in the best interests of the ICC and the cooperative movement;

9.14.14.2. Ensuring that ICC engages in appropriate co-op movement-building activities relating to educating members and the general public about the nature and benefits of cooperative enterprise, including membership and active participation in external organizations that support or provide these activities, such as the North American Students of Cooperation, the Campus Cooperative Development Corporation, the National Cooperative Business Association, and/or other organizations the Board of Directors or General Membership may from time to time elect to join or support;

9.14.14.3. Working to ensure that ICC's local community members continue to promote and protect aspects of our neighborhood that keep ICC successful, including but not limited to neighborhood associations, governments, educational institutions, and neighbors.

#### 9.15. Member Resources Administrator (created 10-25-04)

9.15.1. This Member Resources Administrator is a full time, professional staff position with benefits, supervised by and accountable to the General Administrator, according to current ICC staff policies. This person is responsible for service in the areas of leasing, property management, occupancy, leadership development, member conflict resolution, co-op training and education.

#### 9.15.2. General Responsibilities:

9.15.2.1. the Member Resources Administrator is generally responsible for leases, potential member contact; reaching decisions about room switches, re-lets, leases, and working with committees and houses on membership and approval policies. Also, this person is generally responsible for training at the house, board, and ECC levels; developing member education programming with the elected coordinators, fostering communication between staff, board, houses, and members; and dealing with member issues or conflicts. This staff member will work with the Accounting Administrator on coordinating general main office operation. The MRA will co-ordinate facilities questions and physical plant issues from members with the Facilities Administrator.

#### 9.15.3. Specific Responsibilities by Area

##### 9.15.3.1. Leasing

9.15.3.2. Thoroughly understand and implement the membership acceptance and leasing signing process, including checking references, house votes on non-students, paying deposits, explaining leases, and getting leases co-signed.

9.15.3.3. Serve as the legal signatory by reviewing and signing ICC leases. This function involves assuring that the terms of the lease have been described and reviewed by potential members and confirming that all ICC membership policies have been followed

prior to lease signing. The MRA will conduct an annual review of the content of the ICC lease and changes will be proposed to the general administrator for inclusion in the lease. During peak contract times other staff will assist the MRA in this function.

9.15.3.4. Keep members informed as to dates for lease signing and room switching, as well as all membership policies that apply, including any discount policy, co op interruption policy, and member debt policy using electronic and print capabilities as available.

9.15.3.5. Expedite the processing of member applications and leases in conjunction with the Accounting Administrator. Work with appropriate staff and members to improve and develop membership record keeping procedures in the office, house application and acceptance policies, member lease revisions, and eviction and lease release policies.

#### 9.15.4. Property Management

9.15.4.1. Demonstrate a basic understanding of professionally accepted property management practices, ensuring that they are implemented in daily office operations and further developing these skills as needed.

9.15.4.2. Work with the Accounting Administrator to ensure that information regarding incoming monies is communicated accurately, effectively, and in an organized, systematic format. This includes providing back up in the receipting of member rent payments, billings, sending out late notices, processing security deposit payments and other member charges and fees.

9.15.4.3. Assist houses in preparing for interim and the gap between lease periods (Co op Interruption) and by providing information to houses regarding interim planning.

#### 9.15.5. Occupancy

9.15.5.1. Provide occupancy reports for the board packets for current and upcoming semesters. Post occupancy numbers in an obvious place in the office. Work with the General Administrator on the reporting of occupancy percentages and to monitor the actual occupancy's variance from budget.

9.15.5.2. Assist in advising the Board and staff on strategies and policies to encourage the retention of current members.

9.15.5.3. Consult other housing organizations in order to provide direction on ICC member fees, research the local rental market each Fall and make recommendations to the Board and General Administrator accordingly.

9.15.5.4. Maintain an ongoing relationship with the UT housing department and keep relevant University officers supplied with current rental information, flyers and brochures. Work with the staff of the UT International Students Office to provide ICC housing for international students on an ongoing basis. Work with other educational institutions to develop relationships with other potential members.

#### 9.15.6. Member Resources/Member Resources

9.15.6.1. Serve as the primary resource for visitors and members as they call or come by the office. Have a working knowledge of ICC policies and procedures. Understand each staff member's responsibilities and at what point to direct members/visitors/calls to other staff for service.

9.15.6.2. Establish working relationships with members and serve as both a resource person for problems resolution and a liaison between membership, Board of Directors, and staff. Direct members to appropriate social service providers where necessary. Visit each house in the evenings at least once per semester, attending either house dinners or house meetings.

9.15.6.3. Assist houses and membership with crisis intervention and conflict resolution either as a direct facilitator or as a resource in finding persons trained to facilitate conflicts in co-op. Aid houses and membership in determining when such a crises exists. Have a strong knowledge of ICC Member review policy and work with the GM within the limits of that policy.

9.15.6.4. Report regularly to the General Administrator about both routine and non routine situations about which the GA may be unaware, or which may be of special concern to the GA and ICC.

9.15.6.5. Work with the Membership Committee or the appropriate sub-committee in areas concerning re-let, room switch, and general lease issues

#### 9.15.7. Member Education and Leadership Development

9.15.7.1. At the beginning of each semester, ensure that Co-op Week is planned for and well advertised. Co-op Week should consist of a training opportunity for all house officers and an opportunity for new members to gain knowledge of ICC.

9.15.7.2. Work with other staff and ICC members to develop a program to foster positive initial co-op experiences.

9.15.7.3. Working with the ICC Education Coordinator and committees ensure that the ICC education program offers workshops, provides scholarships, and develops programming that fulfills current ICC policy and the ICC mission. Encourage member participation in developing these programs. Manage and develop education budgetary allotments.

9.15.7.4. Coordinate the annual member trip to the NASCO Institute according to ICC policy.

9.15.7.5. As working relationships are developed with members, work to foster leadership development. This includes encouraging members to be active in their house and in ICC through officer, committee, and volunteer positions. Work to create involvement opportunities for members who may not desire or excel in the traditional duties of member and leadership.

9.15.7.6. The Member Resources Administrator may choose to award a \$50 scholarship to the Editor of the ICC Newsletter once per month. The scholarship may be shared among multiple editors. If the MRA denies the scholarship, editors may appeal to the Education Committee.

#### 9.15.8. Office Coordination

9.15.8.1. Along with other office staff, ensure that all office equipment is functioning correctly and is scheduled for regular maintenance. Maintain and order office supplies as needed.

9.15.8.2. Work with other staff members to create the best office presentation and comfort level for visitors and staff.

9.15.8.3. All staff members share the responsibility for office reception, mail processing, and general administrative co-ordination. The ICC staff will make sure the office is open and available for all scheduled hours per ICC policy.

9.15.8.4. Perform other administrative duties as assigned by the General Administrator.

9.15.8.5. All staff members must receive permission of the General Manager to take leave time during crucial vacancy filling periods: during the last 20 days of a semester and for the twenty days immediately preceding the beginning of a semester.