

ICC Austin

House Operations Policy

As approved by the Executive Director, and incorporating all changes through:

Date

July 31, 2017

Revision History

Date	Author(s)	Summary of Changes
August 2013	Thogersen, Donovan	Policy outline creation
July 2014	Thogersen, Lassiter	Policy detail creation
October 2014	Hill, Thogersen, Lassiter	Financial policy creation & final review
February 2015	Thogersen	Removed house checking account balance limit
July 2015	Thogersen	Language tweaks
June 2016	Thogersen	Revised introduction to reflect bylaw change vis-à-vis house autonomy; added house responsible for key copies; added drain clearing charges for repeated negligence; broadened damage to include filthy conditions; removed “future” policy language
July 2017	Thogersen	Updated introduction with new bylaws statement;

Review History

Date	Reviewed by
June 2016	Thogersen, Lassiter, Hill
July 2017	Thogersen

External Cross-references

Section(s)	Policy/Section Referenced

Introduction

ICC Austin house communities generally have authority over their internal affairs, structure, and policies so long as they remain consistent with the cooperative principles. However, the Bylaws make a broad exception to this for ICC Austin policies that are necessary to protect the interests of the corporation and well-being of current and future member residents.

ICC Austin recognizes the need and desirability of house autonomy which allows members to self-organize and create the types of day-to-day living environments optimal to the group. ICC Austin also recognizes that members do the vast majority of the work running their house communities on a day-to-day basis and therefore should have the maximum leeway to manage themselves. ICC Austin membership benefits enormously from member labor at the house level, as well as from the creative energy that stems from members taking ownership of their house organization.

Although houses, through their members, do the lion's share of the house-level work, a significant portion of daily house operations falls to staff. Some examples include leasing, rent collection, bill paying, regulatory compliance, and most maintenance. Thus, day-to-day operations of ICC Austin houses are actually a collaboration between members and staff. The House Operations Policy is intended to govern and/or coordinate the house/staff relationship.

The House Operations Policy contains the staff interpretation of the major house responsibilities necessary to protect the interests of the corporation, and wellbeing of current and future member residents. In addition, this policy contains the mutual operational agreements (working understandings) between houses and ICC Austin. The *Mutual Operational Agreements* are noted in italics.

Statement of Cooperative Intent

The policies contained within the House Operations Policy are intended to enhance cooperation within the organization so as to promote the achievement of the Board Ends policies, and support the ICC Austin membership as a whole.

General Policies

HOUSE COMMITMENTS TO ICC Austin – *Mutual Operational Agreement*

Background

For ICC Austin members to gain the advantages of living in functional cooperative communities at the current member cost share levels, houses must self-organize and use member labor. Although there are many potential ways to organize and break up labor, in order to keep administrative costs low, ICC Austin needs houses to provide a single point of contact for the following areas of responsibility: elected leader or official spokesperson for the house, membership coordination, house checking account management, and maintenance. (These positions are typically held by the Trustee, Membership Officer, Treasurer, and Maintenance Officers respectively.)

Policy

House members will self-organize and operate their houses with structures consistent with the cooperative principles (per ICC Austin Bylaws).

Houses will appoint single points of contact for the Trustee, Membership, Treasurer, and Maintenance Officer roles.

CONFLICT MEDIATORS – *Mutual Operational Agreement*

Background

Forcing the termination of a person's membership in ICC Austin is one of the most serious actions that ICC Austin can undertake. Members, working collectively, have the responsibility to engage and resolve all membership issues falling outside the staff-managed scenarios contained in the Member-Resident Agreement (ICC Austin contract). At the same time, the process for "kicking someone out of ICC Austin" must also follow a well-documented process that will stand up in court. The Conflict Resolution and Member Review policy contains the details of that process, part of which requires houses and members actively participate in conflict resolution training.

Policy

Houses will attempt to send one or more members to the ICC Austin conflict mediator training each semester.

VACANT ROOMS

Background

Vacant rooms, namely those without a current valid contract, must be immediately available for occupancy by a new member and should never be used by existing members or guests for storage or temporary residency. The reasons are twofold. First, to keep member cost shares as low as possible, maximum occupancy must be maintained. Use of vacant rooms by members or guests can, and has, prevented members from moving in. Furthermore, occupancy of a room without a valid contract presents significant legal challenges should the user of the vacant room refuse to leave. Second, it is unfair to paying members to subsidize other members or guests using ICC Austin resources for free.

The vacant room policy addresses the potentially serious nature of the problem through large daily fines to the house. Houses are responsible for ensuring that vacant rooms are not occupied or otherwise used, and are ready for move-in at all times.

Definitions

- A “vacant room” is a single room with no valid contract in effect between a member and ICC Austin; or a double room with no valid contracts in effect between a member and ICC Austin; or a double room with only one valid contract between a member and ICC Austin if the room is being fully occupied, i.e. space has not been reserved for a second member-occupant.
- “Occupy” means using a vacant room for any purpose, including living or storage.

Policy

1. No one is allowed to occupy or store belongings in a vacant room.
2. Staff will periodically check vacant rooms to ensure they are not occupied and are ready for a new member to move in.
3. If a vacant room is occupied by a person or belongings, all members of the house will receive a written warning via email and have 24 hours to correct the situation / vacate the room.
4. After the 24 hour period, a fine of \$100 per day will be charged to the house until the vacant room is unoccupied.
5. Once a notice is given to a house, the notice is considered to be in effect for future violations in that room for 30 days.

Financial Policies

HOUSE TREASURY RESPONSIBILITIES

Background

Standard business practice dictates ICC Austin show documentation for all monetary transactions occurring throughout the organization, including house checking and savings accounts. This policy clarifies the house responsibility in the process so that ICC Austin complies with GAAP (required accounting rules we have to follow to pass an external audit). Audit compliance is important for ICC Austin to maintain favorable tax treatment, avoid defaulting on loan covenants, and enable borrowing for future expansion. "Treasurer" is used throughout this to denote the house-designated single point of responsibility for house checking accounts.

Policy

1. Houses must turn in check stubs with legitimate physical receipts, post the transactions in QuickBooks, and review/sign the bank reconciliations by the 10th of each month or be fined \$200.
2. Houses not completing the above by the 21st of any month will receive no further discretionary funding until checkstubs and receipts are turned in and the transactions have been posted to QuickBooks.
3. Houses not completing the above by the last business day of any month will have their accounts frozen and absorb all associated costs.

HOUSE TREASURER SELF-REIMBURSEMENT

Background

Self-reimbursement by house treasurers is not an acceptable business practice and has historically led to theft from houses. Treasurers should always use a physical house check when making purchases for the house. In the rare circumstance that a Treasurer has to pay out of pocket, they may not self-reimburse themselves. For self-reimbursement, special approval is needed for the protection of house and ICC Austin funds.

Policy

1. For a house bank account signatory (Treasurer) to be reimbursed from the house account, written approval must be submitted by a different house officer to staff and the check must be signed by a valid signatory other than the Treasurer.
2. Houses will be fined \$50 for each instance this policy is not followed.

MISSING RECEIPTS

Background

The Treasurer's primary responsibility is to manage house checking activity and ensure receipts are obtained for all transactions. Missing receipt fines are levied both to demonstrate that ICC Austin takes business documentation seriously and also to increase the likelihood that receipts will not be lost.

Policy

1. There will be a \$50 house fine per missing receipt. Fine(s) will be reversed if the receipt can be obtained and turned in by the end of the following month.
2. There will be a \$25 house fine per missing check stub. Fine(s) will be reversed if the check stub can be obtained and turned in by the end of the following month.

HOUSE FINES AND CHARGES TO MEMBERS

Background

Houses may include fines and charges in their house policies and decisions, for example labor fines for missed house labor or assignment of responsibility for damage costs. In order to ensure transparent and accurate communication between the ICC Austin office, the house, and the member being charged, the following process must be followed before charges will be applied to a member account by staff.

Policy

Notification must be sent via email to iccstaff@iccaustin.coop from either the house trustee or labor czar (or other authorized house officer) and meet the following criteria:

1. The email notification must cc' the entire house, e.g. newguildmembers@iccaustin.coop
2. The email notification must include the member names, fines/charges, and fine/charge details, e.g. (Joe Member, \$40, 4 hours of missed labor on 3/14 and 3/20, or Jane Member smashed hole in living room wall and is responsible for repair costs.)
3. The email must include your name and house officer position.
4. The email notification must contain the following message:
"I affirm that I have been authorized by [INSERT YOUR HOUSE NAME HERE] to communicate house fine/charge information to the ICC Austin office to be applied to member accounts. The reported fine/charge information is accurate and in accordance with house policy. If house members have any questions about of the fines/charges outlined in this email, they must communicate exclusively with the house. Fines/charges added to member accounts will be treated like any other balance, including causing the initiation of late fees and eviction process"

Membership Policies

HOUSE RULES – *Mutual Operational Agreement*

Background

Houses have autonomy over the internal structure and day to day operations of the house (house rules). This information has historically been written into house manuals and/or passed down verbally from old members to new. Some of the house rules – such as whether pets are allowed, upper division requirement, omnivore/vegan, etc. – are important to new members when making a decision about which house to live in. Since staff is generally the first point of contact with new members and they often ask staff questions about the houses, it is important staff knows the current house rules. Staff also needs to know about changes to house policy in a timely manner.

Policy

1. Houses will provide staff with a full list of house rules or house manuals at the start of each fall semester. This information will be stored by ICC Austin to ensure a continuum of information in the event original documents are lost.
2. House rules should not be in direct conflict with ICC Austin wide policies.
3. Houses will provide staff with updates to changes in house rules that would affect potential new members within two weeks of the change taking place (for example, house changing from omnivore to vegan). This information should be communicated to the Membership Director through one designated house officer.

HOUSE EDUCATION PROCESS - *Mutual Operational Agreement*

Background

Houses have historically required new members to complete a house process before signing a contract. This varies by house but has included cooking/attending dinner, attending a house meeting, participating in a Skype interview, among others. House application processes are designed for new members to have an opportunity to meet current house members, understand house expectations, and ensure the house is a good fit. **This is not a member selection process.** The house process should be viewed as an education component of the signing process.

ICCAustin's Room Allocation Policy states that new members have seven days to complete the ICC Austin paperwork in addition to the house process. However, for many houses, the completion of the house process is not achievable within the seven day period. In addition, at times when rooms become vacant and a new member needs a room quickly, house application processes have delayed signing.

This policy attempts to balance the house application process with ensuring ICC Austin does not lose qualified new members, thus affecting occupancy and potentially resulting in increased rents for all members.

Policy

1. Houses will maintain a house application process that can be reasonably completed by a potential new member within seven days of initial contact with the house.
2. Each house will designate a contact person (Membership Officer or other) who is responsible for communicating the following to ICC Austin's Membership Director:
 - a. Up-to-date house application processes
 - b. Notification of house process completion (when a member has completed the process)
3. Staff will proceed with contract signing with or without house process completion for any house that fails to respond to potential new members within seven days of initial contact with the house.

KEY & KEY LOCK BOX POLICY – *Mutual Operational Agreement*

Background

Each house has an ICC Austin-provided lock box for bedroom keys that is used by staff and designated house officers. Staff ensures rooms are rekeyed after members move out and puts new keys in the lock box. Houses are responsible for issuing room keys to new members when they move in.

Policy

1. Each house will have two members responsible for lock box keys (Trustee and Membership Officers are recommended)
2. Houses will ensure lock box is kept locked and access is limited so as to ensure safety and privacy for all members.
3. There will be a \$10 house fine for any lost/replacement lock box key.
4. Houses are responsible for ensuring the transfer of lock box keys to interim and new officers.
5. Houses are responsible for making any additional key copies beyond the three provided by ICC Austin.

INTERIM OFFICERS – *Mutual Operational Agreement*

Background

Interim is the time from the end of the semester when organized labor stops, through the first meeting of the next semester when new officers are elected and labor starts. Interim can be a hectic time with lack of house leadership and regular house labor. This policy is to ensure that critical functions of the house are maintained and that staff has designated points of contact(s) during interim.

Policy

1. Each house will designate interim officer(s) to ensure the following areas of responsibility are maintained: elected leader or official spokesperson for the house, membership coordination, and house checking account management. (Trustee, Membership Officer, and Treasurer)

2. Houses will send the names and current email addresses of the interim officers to the Membership Director after the last house meeting of each semester.

PETS

Background

With the exception of Avalon (pets mostly not allowed), and the stipulations in the Member Resident Agreement, houses have autonomy over pets residing in the house, including the types of pets allowed, vaccination/flea prevention requirements, number of pets, etc. This policy clarifies house responsibility and authority over pets. (also see Pest Control section below)

Policy

1. Houses make their own pet policies.
2. Pets are not protected under the Member Resident Agreement and houses may choose, at any time, to change their pet policy or ask that a member remove a pet from the house.

Facilities Policies

DRAIN POLICY

Background

ICC Austin plumbing systems are in various conditions from very old to very new, leading to some houses having inherently fewer drain clog problems than others. However, all members are responsible for good drain stewardship, including using drain strainers in showers, not flushing paper towels, etc. In the past, houses have technically been financially responsible for all drain clogs not caused by broken pipes or tree roots. In practice, ICC Austin ended up footing the bill for most drain back-ups, despite the policy. This policy attempts to strike a reasonable middle-ground of encouraging member action/responsibility with respect to drains without creating an unreasonable burden and recognizing that working drains are essential to a well-functioning community.

Policy

Houses are generally responsible for drain clogs caused by material that goes down drains. When drain clogs occur, houses that attempt to clear the blockage themselves will not be charged for any subsequent professional service, unless the clog involves repeated negligence. Attempting to clear a clog is defined as having a member from the house check out one of ICC Austin's drain clearing tools and making a reasonable effort. When drain clogs occur and houses do not wish to attempt to clear the blockage at all, the house will be responsible for half of the charges for the professional drain clearing service.

COMMONS AREA DAMAGE POLICY

Background

Houses and members are generally responsible for damages to the houses, including member negligence and/or accidents. The policy attempts to prevent houses and members from transferring damage costs to future members.

Policy

Charges for damage in commons areas will be billed to house members if the damages when discovered can be attributed to current members. 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. Vacant bedrooms are considered commons areas for the purposes of this policy.

Cost of damages will include all materials, contractor expense, as well as any staff time. Damage also includes leaving the commons areas dirty, littered with debris, or otherwise requiring work to make the space reasonably habitable.

HOUSE PROJECT FUND

Background

The House Project Fund provides money for house improvement projects. The intent is to give motivated members and houses with ideas the means to pay for medium-sized projects on a short timeframe. Projects must provide more than a short-term benefit, and generally involve significant member labor input. The House Project Fund is not intended to be used in lieu of regular house discretionary funds but is meant to augment house spending on projects, whenever possible.

Policy

The Maintenance Manager oversees the House Project Funds.

When fiscally possible, House Project Funds will be included in the ICC Austin operating budget. The amount of money in the fund will be based on expenditures during the previous fiscal years and expected future use.

Funds are not available for the following types of expenses, which are regular house expenses: minor maintenance, new furnishings like couches, tables, lamps, shelves, paint, small kitchen appliances, projectors, TVs, computers, labor holiday supplies, service calls that are a result of house member negligence, or items contained in the House Maintenance Responsibilities. (This list is not exhaustive.)

Houses are expected to contribute to total project expenses as follows based on their combined, ongoing house checking and savings account balances:

- Below \$500 – no house contribution required
- Between \$500-\$1,000 – house must contribute 50% of project cost until \$500 threshold
- Over \$1,000 – house must contribute 100% of project cost until \$1,000 threshold

Member labor for house project funds must be provided without financial compensation;

No house may receive more than 30% of the total Fund in a single fiscal year;

Funds for construction projects will not be distributed until *after* completion.

MATTRESS POLICY

Policy

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

ROOM PAINTING

Background

One of the great things about living at ICC Austin is the flexibility to shape the environment. Historically, ICC Austin has permitted members to repaint their rooms however they wanted. This policy continues that tradition.

Policy

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 damage clause in the member resident agreement. In no case will room damage charges be based solely on the colors, e.g. a totally black room.

Members may receive up to an \$80 reimbursement to paint their rooms white.. A white room can have any color trim and still be considered white. In order to receive reimbursement, proof of painting is required. This can be accomplished via photos of the room sent to staff or email confirmation to staff from a house officer.

ROOF POLICY

Background

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

Policy

No member or house guest is allowed to be on any ICC Austin 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. Evidence of unauthorized activity on a roof will be reviewed by staff to determine appropriate action, including fines and/or breach of lease notifications.

POOL POLICY

Background

There is a swimming pool at House of Commons, which is available for use by all ICC Austin members. ICC Austin maintains the pool and provides the majority of the regular servicing. However, House of Commons members have a special responsibility to take care of a handful of small maintenance tasks.

Policy

Non-House of Commons members should show the courtesy and respect they would expect of guests visiting their own house when using the pool.

House of Commons is responsible for the following tasks:

1. Keeping the area around the pool clear of leaves, trash and other debris;
2. Emptying the skimmer basket; and
3. Keeping the water level adequate for the filter system to work properly.

FACILITIES FINES

Background

The purpose of fines is to add punitive costs, 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 Austin .

Policy

- \$50 fine to member per incident for being on a roof (see Roof Policy)
- \$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.
- 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 staff within 24 hours; otherwise, the house will automatically be charged a \$50 fine.

- 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.

HOUSE MAINTENANCE RESPONSIBILITIES

Background

To provide greater affordability and promote the cooperative value of self-help, ICC Austin does not provide white glove, turnkey maintenance services. Instead, houses and members are expected to help out with minor maintenance. Houses are expected to use a small portion of their house funding, about 2%, to cover maintenance and to incorporate member maintenance into the house labor system. These relatively small contributions add up to significant overall savings for members.

Policy

Houses are solely responsible for the following:

Plumbing

- Replacing toilet flappers, handles, and seats
- Reporting water leaks that can't be repaired by house
- Cleaning and replace shower heads and faucet aerators
- Reporting loose or wobbling toilets that can't be fixed by house
- Ensuring that nothing besides body waste and toilet paper are flushed in toilets
- Providing sinks and showers with strainers to catch hair and other items

Electrical

- Reporting cracked, broken or loose outlets that can't be fixed by house
- Replacing broken or missing switch and outlet covers
- Replacing of light bulbs located under twelve feet of height

Heating and Air Conditioning

- Cleaning of window unit a/c air filters

Miscellaneous

- Reporting of holes in walls that can't be fixed by house
- Providing and maintaining water filters

Security

- Reporting of door and window locks that can't be fixed by house
- Locking house storage areas and providing staff with keys/combinations

Fire safety

- Ensuring that all hallways are kept clear and not used for storage
- Ensuring no grease or flammable materials are stored above the stove

Outside appearance of houses

- Maintaining city code requirements with regards to the outside appearance of their houses, including the yard maintenance, removal of graffiti, trash and debris
- Ensuring materials stored on the outside of the house are away from the building and stacked neatly off the ground

Other Stuff

- Purchasing, maintaining, and disposing of residential style personal fridges
- Maintaining all internet services, including service provider and internal house network
- Purchasing, leasing, maintaining and disposing of laundry equipment
- Providing window treatments (blinds, curtains, etc.)
- Taking care of any monthly system reviews/checklists per the schedule maintained by ICC staff, i.e. checking all sinks/toilets for leaks, rooms for room number, etc.

Houses that request maintenance to be handled centrally by ICC Austin will be billed for all material and labor costs, except in cases where houses made an earnest effort to solve the problem themselves first.

PEST CONTROL

Policy

ICC Austin provides regular pest control services to control common pests such as roaches, ants, and spiders. Except as noted below, houses may request any additional services to address specific pest problems at any time at no cost.

Fleas: Houses that do not allow (and have no) pets do not have to cover the costs of flea treatments. For houses that do allow pets, unless the flea problems can be definitively linked to external causes, i.e. wild animals, then houses are fully responsible for expenses related to treatment of fleas. Houses with written policies mandating preventative flea treatment (predating any infestation), along with affirmation that all members have complied, will split flea treatment costs with ICC Austin.

Rodents: Houses with open compost bins will split any rodent treatment costs with ICC Austin.

Staff takes action for flea and rodent problems either when requested, or if complaints are received that threaten house occupancy and/or violate city housing standards.