

## CHAPTER 4: APPLICATION, CONTRACT TERMS AND SHARES (13/2008)

### 4.1 MEMBERSHIP

- 4.1.1 DEFINITION OF MEMBERSHIP:** Anyone holding shares in the corporation shall be considered a member.
- 4.1.2 EVIDENCE OF MEMBERSHIP:** Membership shall be evidenced by a contract for room, board, or permanent employment with the ICC.
- 4.1.3 MEMBERSHIP RIGHTS:** Each member shall have one vote in ICC referenda, elections, and meetings regardless of number of shares.
- 4.1.4 NO TRANSFER OF MEMBERSHIP:** Membership rights are not transferable from one person to another except as provided in these Standing Rules.
- 4.1.5 MEMBERSHIP FEE:** Each new member shall pay a one-time, non-refundable membership fee of \$100 when they sign their first contract.
- 4.1.6 MEMBERSHIP FEE FOR ALL SPECIAL ACADEMIC PROGRAMS FOR SS09:** The membership fee shall be \$50.00 for spring/summer 2009 only.  
(36/2009)

### 4.2 SHARES

- 4.2.1 DEFINITION OF SHARES:** Shares represent member contributions to the working capital of the ICC. They do not constitute stock under Michigan law, a damage deposit, or a prepayment of house bills.
- 4.2.2 SHARE VALUE:** Shares shall each have a value of \$10.00. There shall be no interest paid on shares.
- 4.2.3 REQUIRED SHARES:** Each member shall be required to hold shares according to the following schedule:
- Rooming members with Fall/Winter contracts: 50 shares
  - Individuals in apartments: 50 shares
  - Rooming members with any other standard contract: 25 shares
  - Rooming members with non-standard contracts: 25 shares
  - Rooming members with contracts for ICPSR, Global Reach, and other short-term academic programs deemed eligible by the Membership Committee: 5 nonrefundable shares
  - Boarding-only members: 10 shares
  - Staff covered by the UWCC: 25 shares
- 4.2.4 CHANGES IN REQUIRED SHARES:** If a current member signs a contract requiring more shares than they currently hold, they must buy those additional shares. If a member holds more shares than are required for any of the future contracts they have signed with the ICC, they may request to have the excess

share amount credited to their account after the close of the books of the prior contract period.

**4.2.5 ICC LIEN ON SHARES:** The ICC shall have a lien against a member's shares for all debts to the ICC or to any ICC house. Shares shall go first toward any debt owed to the ICC as a whole, second toward debt at the last house the member roomed at, third toward debt at the last house the member boarded at, and fourth toward debt at any other house. After the house's books are closed for the period described in the contract, and upon authorization of the appropriate house's treasurer, the ICC shall promptly give the house all amounts due from shares to cover debts unpaid by the holder, provided that the member does not have a further contract with the ICC.

**4.2.6 SHARE RETURNS:** Shares shall be redeemed in full by the ICC in the October following the end of the member's last Fall/Winter contract or the March following the end of the member's last Spring/Summer contract, whichever is later, except as provided below.

**4.2.7 EARLY SHARE RETURN ELIGIBILITY:**

**4.2.7.1 EARLY REPLACEMENT OR RELEASE:** New members who are replaced or released before their contract start date shall have their shares returned within 2 weeks of being replaced. Members replaced or released within eight weeks of the beginning of a term may request an early share return check at or near the time of their departure.

**4.2.7.2 INTERNATIONAL TRAVEL:** Members who are returning home to another country and current members who are leaving the country for a period of more than six months may request an early share return check at or near the time of their departure.

**4.2.7.3 NON-STANDARD CONTRACTS:** Members with non-standard contracts may receive an early share return check.

**4.2.8 EARLY SHARE RETURN REBATES AND ASSESSMENTS:** No rebates will be given or assessments charged to members who receive early share return checks. At closing time, all rebates and assessments for early share returns will be pooled; any surplus will go to the Scholarship Fund and any deficit will be covered by the Operating Reserve.

**4.2.9 DISPOSITION OF ABANDONED SHARES:** Share return checks not cashed within 5 years of the date sent out shall be considered a donation to the Scholarship Endowment Fund. The contract shall reflect this rule.

**4.2.10 DISPOSITION OF NON-REFUNDABLE SHARES:** Shares which are designated "non-refundable" shall be put into the Scholarship Endowment fund at the end of the contract period in which they are paid, unless assessed against the member for damages. (36/2009)

#### **4.3 APPLICATION AND CONTRACTING PROCESS**

**4.3.1 APPLICATION:** New members must fill out an application for membership.

- 4.3.2 AVAILABILITY:** Contracts will be made available for the following Fall/Winter during the first week of November of each year. Contracts for the coming Spring/Summer will be made available during the first week of March of each year.
- 4.3.3 HOMESTEADS:** Current Fall/Winter members may reserve a space within an ICC house, excepting apartment houses, for the next Fall/Winter contract period by returning a Homestead Reservation Form to the ICC Membership Staff on or before October 25 of the current year. Such homesteads expire January 15<sup>th</sup>, after which anyone may sign for the space. See Chapter 9 for homestead rules for apartment houses.
- 4.3.4 CONTRACT OFFERS:** Contracts for available spaces will be offered to applicants eligible for those spaces in order of date of application unless otherwise stated in the relevant house constitution or house Standing Rules. Houses may require a prospective member to attend a house orientation before a contract is offered.
- 4.3.5 HOLDS:**
- 4.3.5.1 HOLDS:** A current or prospective member who intends to sign a contract with the ICC may hold a space in a house for up to ten business days. Holds automatically expire two weeks prior to the start of the Fall/Winter and Spring/Summer contract periods. The Director of Member Services may grant reasonable extensions of the hold deadline and exemptions from automatic hold expiration in extenuating circumstances; these include but are not limited to vacancies, out-of-town or international student status, travel difficulties, and admissions concerns.
- 4.3.6 WAITLISTS:** Current, former, and prospective members may request to be added to the waitlists by submitting a waitlist form to the ICC Member Services staff at any time prior to the waitlist expiration date. Entries will be ranked by the date and time the waitlist form was received. If a space becomes available in a house preferred by people on the waitlist, the Member Services staff may offer the space to these people in the order they have been placed on the list. Once offered a space, Each person on the waitlist has 5 business days to sign a contract, or if necessary, request that a contract be emailed to them. Contracts that have been emailed must be received with all the necessary materials within 7 calendar days if mailed from a domestic address or within 14 calendar days if mailed from an international address. Extensions may be granted as in SR 4.3.5.1. If none of these people wish to sign for the house that is available, the Member Services staff shall open the space for general signing. All waitlists automatically expire two weeks 2 weeks prior to the start of Fall/Winter and/or Spring/Summer periods. (05/2009-2010)
- 4.3.7 TRANSFER OF CONTRACT RESTRICTION:** Except as otherwise provided in these Standing Rules, contracts may not be bought, sold, or sublet, and no reward or incentive, monetary or otherwise, shall be offered in exchange for the filling of a space.

## **4.4 ELIGIBILITY RESTRICTIONS**

### **4.4.1 STUDENT AND NON-STUDENT ELIGIBILITY**

**4.4.1.1 STUDENT STATUS:** The following applicants shall be considered students:

Undergraduate students enrolled at least half time in an accredited educational institution

Graduate students officially recognized by their departments as active participants in their programs

Visiting scholars

Participants in the ICPSR program

Access International students

ICC employees covered by the UWCC

NASCO employees

Participants in other academic programs determined to be eligible by the Membership Committee

**4.4.1.2 GRACE PERIOD:** Members who lived in the ICC with student status for at least four months prior to their graduation are considered students for four months after graduation.

**4.4.1.3 DOCUMENTATION:** The Membership Committee or Member Services staff may require acceptable proof of student status before allowing a student to sign a contract. Those who fail to provide acceptable proof of student status for the relevant contract period shall be considered non-students.

**4.4.1.4 NON-STUDENT APPROVAL:** Non-students must be approved by the house for which they wish to sign a contract before the contract may be validated by the ICC.

**4.4.1.5 REFERENCES FOR NON-STUDENTS:** The house or Member Services staff may ask non-student applicants to provide the following information:

Employer

Previous landlord or living situation

Personal reference

Proof of income or financial support

**4.4.2 MINORS:** Any minor who wishes to sign a contract with the ICC must have the contract co-signed by their parent or guardian. The parent or guardian will bear ultimate responsibility for the fulfillment of the contract.

**4.4.3 MEMBERS WITH DEBT:**

**4.4.3.1 CONTRACT SIGNING AND DEBT:** No one may sign a contract if they owe over \$200 to the ICC or to any ICC house unless in compliance with an existing payment plan approved by the Finance Committee.

**4.4.3.2 BANKRUPTCY:** A member who has declared bankruptcy may not sign a contract without first paying a sum equal to the debt to the ICC that was discharged by the bankruptcy.

**4.4.4 CREDIT CHECK:** A satisfactory credit record and passage of a credit check may be required by the Membership Committee or Director of Member Services as a condition of membership or contract signing.

#### **4.4.5 GENDER RATIOS:**

**4.4.5.1 DEFAULT GENDER RATIO:** The default gender ratio for all ICC houses shall be 40% woman-identified/40% man-identified/20% gender-neutral. Gender ratios set in individual house constitutions or Standing Rules supersede the ratio in this section, but must make provisions for members who do not identify as man or woman.

**4.4.5.2 CONTRACTING AND THE GENDER RATIO:** New members shall be offered contracts in conformance to this ratio. The Membership Committee may set a date after which house or ICC gender ratios are not taken into account.

### **4.5 CONTRACT TERMS AND REQUIREMENTS**

**4.5.1 DEFINITION OF OCCUPANCY:** A space is considered occupied if a person is living in the room or if personal belongings are left in the room and it is reasonable to believe that the owner has not ceded them to be used as communal property.

**4.5.2 OCCUPANCY REQUIRES A CONTRACT:** An individual occupying an ICC space must hold a valid, signed contract. No one may be given a key for an ICC space without a valid, signed contract for that space, and no one without an ICC contract for a particular space may prevent a person with a contract for that space from occupying it.

**4.5.3 COMMENCEMENT OF CONTRACT:** The contract period of a person joining after the beginning of a term shall commence on the day the contract begins or the day that use of facilities begins, whichever is earlier.

**4.5.4 CONTRACT VALIDATION:** No contract is valid without a signature on behalf of the ICC by the Director of Member Services or their authorized representative.

**4.5.5 AMENDMENTS:** Any amendments to a contract must be in accordance with current Standing Rules and signed or initialed by both the member and an authorized ICC representative.

**4.5.6 STANDARD CONTRACT PERIODS:** Standard ICC contract periods will be set by the Membership Committee in accordance with the academic terms of the University Of Michigan College Of Literature, Science and the Arts. Standard contract periods must include, but are not limited to, Fall/Winter Term, Fall-Only,

Winter Term, Spring Term, Summer Term, and Spring/Summer Term. A contract signed after the start of that term through the end of that term is considered a standard contract with a modified start date.

#### **4.5.7 FALL-ONLY CONTRACTS**

**4.5.7.1 FALL-ONLY CONTRACT PERIOD:** A Fall-Only Contract is a rooming contract for the entire Fall Term or from the date of signing until the end of Fall Term. It is considered a standard contract but is subject to additional restrictions.

**4.5.7.2 AVAILABILITY:** Current members may sign Fall-Only contracts at the start of the contract signing period. New members may not sign Fall-Only contracts until January 16 of the year the contract begins.

**4.5.7.3 FALL-ONLY CONTRACT LIMIT:** The default house limit for Fall Only contracts is 10% of house capacity. Houses may opt out of Fall Only contracts, which supersedes the default ICC limit. The Membership Committee, in consultation with the Finance Committee and the house, may waive the Fall-Only contract limit for a particular house in case of vacancies or extenuating circumstances. The Membership Committee may set a date after which house or ICC Fall-Only contract limits for the current or upcoming contract period are no longer enforced, for the purpose of filling vacancies.

**4.5.7.4 FALL-ONLY CONTRACT FEE:** Any member who signs a Fall-Only contract before October 1<sup>st</sup> must pay a fee equal to the cost of Fall/Winter shares. The revenue from this fee shall be divided equally between the house and the ICC. If the member extends their contract from Fall Only to Fall/Winter, this fee shall be waived or refunded.

#### **4.5.8 BOARDING-ONLY CONTRACTS:**

**4.5.8.1 AVAILABILITY:** Full boarding-only contracts shall be available for all boarding houses for the standard contract periods.

**4.5.8.2 MEMBERSHIP AND SHARES:** Members with boarding-only contracts are full members of the ICC, hold shares, and pay the membership fee.

**4.5.8.3 CHARGES:** Boarding-only contract charges shall be approximately equivalent to the portion of house charges spent on food.

**4.5.8.4 LABOR:** Labor requirements for individuals with boarding-only contracts are to be determined by the house. If the house does not specify a labor requirement, the default policy is that there is none.

#### **4.5.9 NON-STANDARD CONTRACTS**

**4.5.9.1 DEFINITION:** A non-standard contract is defined as a contract for a minimum of one month in one-month increments that does not qualify as a standard contract or a standard contract with a modified start date. The Membership Committee may define other non-standard contracts or contract periods at its discretion.

**4.5.9.2 INTERIM:** No non-standard contract may extend past the end of the Summer or Winter standard contract periods.

**4.5.9.3 AVAILABILITY:** Non-standard contracts during any part of Fall/Winter Term may not be signed until October 1<sup>st</sup> of that term.

**4.5.9.4 CHARGES DUE AT SIGNING:** All applicable fees and charges for non-standard contracts are due at signing.

**4.5.9.5 LABOR:** Labor requirements for individuals with non-standard contracts are to be determined by the house.

**4.5.10 NO AUGUST INTERIM CONTRACTS:** There will be no contracts issued for the period between the end of Summer Term and the beginning of Fall Term.

#### **4.6 VACANCIES TO SINGLES PROGRAM:**

**4.6.1 VACANCIES TO SINGLES:** At any time after August 1st, Membership Committee shall have the power to convert doubles into optional singles in non-apartment houses with vacancies for the current or coming Fall/Winter contract period.

**4.6.2 CHOICE OF ROOMS:** A Fall/Winter house shall decide which doubles shall be converted into singles. (51/05)

**4.6.3 HOUSE OBJECTION:** The house may vote to object to participation in this program in the preceding April for the upcoming Fall/Winter contract period. MemCom may appeal such an objection to the Board.

**4.6.4 AVAILABILITY OF NEW SINGLES:** Singles created by the vacancies-to-singles program are open to everyone, including current members who wish to upgrade their contracts.

**4.6.5 CHARGES FOR NEW SINGLES:** A member with this type of contract shall pay 33% over standard ICC charges.

#### **4.7 MEMBERSHIP COMMITTEE JURISDICTION**

**4.7.1 INTERPRETATION:** The Membership Committee has the power to judge the correct interpretation of Chapter 4 of the Standing Rules.

**4.7.2 MEMBERSHIP POLICY:** The Membership Committee may approve supplemental rules and policies as necessary.

**4.7.3 APPEAL:** All decisions made pursuant to this chapter of the Standing Rules may be appealed to the Membership Committee in writing within a month of the decision.