

CHAPTER 8 – HOUSE OPERATIONS

8.1 HOUSE ROSTERS:

Two house officers are to verify room assignments by signing and submitting a House Roster at least once per term. The Roster must be returned to the Member Services staff by the house president, or a person designated by the president to act for the house, within 48 hours of room picks and update it as needed within 48 hours of any changes. This House Roster shall include the room number and the member(s) living in all rooms.

8.2 SUMMER OPERATIONS

8.2.1 CONTRACTS & ROOMMATES:

- A. During the Spring and Summer contract period, every central campus contract will be for a single room and members will be charged the monthly rate for a single room. In order for members to be charged one-half ICC Spring/Summer Charges because they have a roommate(s) the member(s) must submit a Roommate Request Form to the ICC Member Services Staff indicating that:
 - 1.They already have a roommate or
 - 2.They would like the ICC staff to advertise the space as available.
- B. Once members are contracted as roommates they will be charged the double rate. If one of the roommates leaves the house each will remain responsible for their own contracts. Also, if a member is signed for a double/triple room and they move into single rooms (by choice or are found to be), they will be charged the single rate.
- C. If a contract is lost due to a violation of this policy, the house can be fined up to the amount of the contract lost. Finance Committee will be the determining body for the fine and their decision is final.

8.2.2 TRIPLES: ICC Charges per person for three people who choose to live together in one room during the spring-summer period will be one- half of the single rate.

8.2.3 SUMMER GENDER RATIOS: No gender ratios are specifically enforced during the summer session except that doubles will be filled with the same gender unless the ICC Director of Member Services is notified through the house president of roommates of the opposite sex.

8.2.4 FALL/WINTER RESPONSIBILITY FOR SPRING/SUMMER PLANS:

Houses must comply with the following terms of this section by March 1. Contracts will not be given out until these decisions are made. If a co-op cannot come up with an acceptable management plan by March 1, it will be annexed to another co-op for the term, if a willing partner can be found, or closed.

8.2.4.1 HOUSE OFFICERS: Before contracts can be given out, but no later than March 1, an interim officer must be elected. The interim officer will be responsible for overseeing the moving in / moving out process and will

ensure the smooth running of the house until house officers are elected and begin their duties or an alternative management plan is implemented. Possible alternatives include combined officer positions, combined government with another co-op nearby, or a compensated Summer House Manager. (11/91)

8.2.4.2 MEALS: Houses must decide by March 1 of each year whether they will change their meal service. Houses may choose to board, not board or board at another co-op. If no change is made, the boarding policy will be the same as the previous year. (34/36) (7/94)

8.2.4.3 SHORT TERM MEMBERS: (33/06) Before advance spring/summer short term contracts can be given out, but no later than March 1, the winter house must determine the method by which spring/summer short term contracts are approved. By default, short term contracts during Spring/Summer do not require house approval. The house must inform the Director of Member Services in writing by March 1st if they wish to elect a different option. The House may opt for one of the following two methods:

- A. fall/winter house to approve short term spring/summer members and spring/summer house will take over this responsibility at the beginning of Spring Term.
- B. fall/winter house to implement their own method of approval.

8.2.5 DUTIES OF SPRING/SUMMER HOUSE MANAGER: The Spring/Summer House Manager shall be elected at the Spring/Summer room picks meeting. This position is not intended to be a full officer position; therefore any rooming member or officer may hold this position. The Spring/Summer house manager shall be responsible for communicating with the Membership Committee and/or appropriate staff members concerning the functioning of the house. This communication shall include, but is not limited to submitting a monthly report to the Membership Committee concerning the condition of house finances, maintenance and general operations. If the Spring/Summer House manager is unable to submit any of these reports, the house CEO shall stand in his or her stead. (27/96)

8.3 INTERIM (63/06)

8.3.1 INTERIM ASSISTANCE COMMITTEE (IAC): The Interim Assistance Committee (IAC) will be responsible, in conjunction with house interim managers and key holders, for monitoring the houses during interim periods at the end of Winter and Summer Terms. During the interim between winter and spring contracts, IAC shall consist of the membership chair, maintenance chair, and five other board members or interested members. At least two members of IAC must be from North Campus. IAC must elect a chair whose responsibilities will be to organize IAC meetings and distribute IAC resources. During the interim period between summer and fall contracts IAC shall consist of the above stated members and the ICC interim coordinators. IAC must be created at least three board

meetings before the end of the term. If the membership chair or maintenance chair will not be present for a majority of the time, he or she must appoint a substitute. The interim coordinators shall not serve as chair.

8.3.2 DUTIES DURING INTERIM: Duties during interim are distributed among the houses, IAC, staff, and members.

8.3.2.1 HOUSE RESPONSIBILITIES: Houses are responsible for maintaining adequate room and house conditions as defined in 8.3. Also, houses are responsible for electing their interim manager(s)/key holders and duly notifying the DMS by March 1 and August 1. The house interim manager(s)/key holder is responsible for the condition of all rooms not checked by IAC as well as notifying IAC in writing of which rooms will need to be checked prior to the move-out date. The house will also be responsible for submitting a request form to IAC for furniture needs and organizing a room switch day the day after move-out for all members changing rooms within or between houses. During times when IAC is not active, the House President/key holder is in charge of handling all incoming and exiting members.

8.3.2.2 IAC RESPONSIBILITIES: IAC is a resource to help assist houses with the interim process. IAC will assist the Education Committee in interim manager training. IAC will check all common rooms and rooms of members who are new to the house. IAC will follow guidelines of 8.3 and membership policy to assess if a room meets ICC standards. If a member chooses to move in before the designated move-in date, they forfeit their right to have their room checked. IAC will also be able to approve use of the minor maintenance budget during the interim periods when the Maintenance Committee is not active. For a more detailed description about Maintenance funds see SR 15.3.1 and maintenance policy manual.

8.3.2.3 ICC INTERIM COORDINATORS: The Interim Coordinators are two temporary staff positions supervised by the Director of Member Services. Their titles shall be the Inspection Coordinator and the Cleaning Crew Coordinator (IC and CC). The IC duties will be to organize and supervise house check-ups and report to the interim committee. The CC's responsibilities will be to organize and supervise the cleaning crew and keep record of all cleaning reports. Both Coordinators will be responsible for writing the interim evaluation and keeping in close communication with each other.

8.3.2.4 STAFF RESPONSIBILITIES: The GM will appoint appropriate staff members to assist with problems requiring ICC resources. Move in and move out dates will coincide with contract begin and end dates.

8.3.2.5 MEMBER RESPONSIBILITIES: Incoming members are responsible for keeping in communication with the house regarding when they are arriving. If the member is moving in before the move-in date, they must sign a waiver releasing their right to an IAC check-up. They are also responsible for informing the house Interim Manager of what furniture

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

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

8.4 ROOM CONDITION:

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

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

- A. The minimum requirements for a member room:
 - 1. Room should be swept, mopped, and/or vacuumed. Any removable carpet stains should be removed.
 - 2. Room should be free of trash and personal belongings.
 - 3. Desk and dresser drawers should be completely empty.
 - 4. Walls should be clean and clear
 - 5. The room should contain a bed, desk, chair and dresser for each resident.

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

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

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

- A. During any contract period, any member who fails to move out by the date required in 8.22E must be reported to IAC or the DMS and will be fined \$100. During times when IAC is active, the following fining policy will be

in effect. Upon initial check-up, IAC will fine any room not up to standard an initial \$40.00 to the house for each common room. At that time, a date for the IAC cleaning crew will be set. The house will be charged \$30.00 per person hour of time spent by the cleaning crew. If the house sufficiently cleans the room up to standard by the time the cleaning crew arrives, the cleaning crew may choose to charge for travel time as they see fit. The house is at liberty to distribute the fines as they see appropriate.

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

8.5 ANIMAL POLICY (25/07)(30/09):

These rules are intended to establish administrative guidelines for the Pet Policy set forth by the Membership Committee and should be consulted in conjunction with that policy. Individual houses may implement stricter policy in their house constitutions. The Animal and Pet Policies cover all pets except fish.

Uncaged pets are not allowed in ICC houses with the exception of cats and dogs. All pets, excluding fish, require unanimous house approval and a complete Pet Addendum validated by Member Services staff. All animals entering the ICC and any subsequent violations of this policy shall be promptly reported to the Director of Member Services and/or Membership Committee. Violations of this policy may result in fines, referral, expulsion and House Referral Status.

8.5.1 STANDARD PET APPROVALS

- A.** All house and suite approval voting on new pets entering the ICC shall be conducted at the first house meeting, or within the first 14 days of any contract period; whichever is sooner.
- B.** North Campus houses may opt for simple majority house approval. Unanimous suite approval is mandatory.
- C.** At the close of each approval period In-house Presidents shall submit minutes from all house approval meetings to the Member Services office and a complete roster of all pets – approved or unapproved – living in their house. Unregistered animals are subject to immediate removal by the ICC at the expense of the house and/or owner.
- D.** The term of fall/winter house approval is indefinite, but may be revoked or re-voted on by a house at any time. At the beginning of each contract period a house must decide if any previously approved animals need to be called to a vote for re-approval. This should be done on a case-by-case basis. If the house is unanimous in declining such a vote, the previous pet approval remains in effect.

- 8.5.2** No pet may reside on ICC property without unanimous house approval, except service animals as required by law, or approved by Membership Committee.
- A.** In a shared room, all roommates must consent, in writing, to live with the pet(s) in their room, by providing a signature(s) of approval on the owner's Pet Addendum. This written agreement is prerequisite for a house pet approval vote.
 - B.** Houses shall be notified of a member's desire to introduce a pet into the house by a request for a vote of approval during a standard pet enrollment period.
 - C.** Voting on pets will be conducted by secret written ballot during the first 14 days – or at the first house meeting – of a standard contract period; whichever is sooner. Abstentions count as “no” or “disapproval” votes as they do not indicate support or agreement. Approval of any pet may be revoked by a house, through a simple majority vote, if the pet becomes a nuisance.
- 8.5.3** No pet may reside on ICC property without a completed Pet Addendum on file in the Membership Office and validated by Member Services staff. A pet Addendum will not be validated without all written documentation of house and roommate approvals, all required supporting documentation, and the payment of all fees. Addenda must be signed for each academic calendar year (Sept. 1 – Sept. 1) that a pet resides in the ICC for any length of time.
- 8.5.4** Addenda pertaining to cats and dogs, except service animals as required by law or approved by Membership Committee, require the following documentation for validation.
- A.** Owners of cats and dogs must pay an annual \$100 non-refundable Pet Fee for each cat or dog. This fee must be paid for each academic calendar year (Sept. 1-Sept. 1) that a cat or dog resides in the ICC for any length of time.
 - B.** Owners must read and sign the Membership Pet Addendum to the ICC contract.
 - C.** All dog owners must provide proof of renter's insurance covering their dog.
 - D.** All cats and dogs must be neutered or spayed with proof on file at the Membership Office.
 - E.** All cats and dogs must be current in their vaccinations with proof on file at the Membership Office.
- 8.5.5** **Violations of Pet Policy: Animals are considered a nuisance when they:**
- A.** exhibit aggression.
 - B.** are observed to be neglected or abused.
 - C.** endanger the health or welfare of members of the public.
 - D.** prevent a space in the house from being or remaining filled by a current or prospective member.

- E. inhibit the use of house common space or grounds.
- F. cause damage to house and/or property
- G. lack a validated Pet Addendum to owner's membership contract.

8.5.6 Approval of any pet may be revoked and the animal's immediate removal requested by the following means:

- A. In the event of a threat to human safety, the animals' immediate removal will be requested and enforced without notice.
- B. Approval of any pet may be revoked by a roommate if the pet becomes a nuisance to their room.
- C. Approval of any pet may be revoked by a house, through a simple majority vote, if the pet becomes a nuisance.
- D. Approval of any pet may be revoked by the Membership Committee if the pet becomes a nuisance

8.5.7 Any member may, and should, promptly report violations of this policy to the Director of Member Services or the Membership Committee. Violations of this policy are subject to fines, referral, animal expulsion, member expulsion, and House Referral Status.

8.5.8 All members of the house are liable for all damages caused by the pet if the damages are not collectable from the owner.

8.5.9 Houses with unreported pets are subject to fines of \$100 per week, per unreported pet. Owners of unregistered pets are fined \$25 per day until the animal is registered or removed.

8.5.10 The cost of a lost contract may be assessed to any house in which the presence of a pet in any way prevents a space in the house from being or remaining filled by a current or prospective member.

8.5.11 Owners whose animals have been ordered removed from ICC property, or whose approval has been revoked, may petition the Contract Release Committee to be released from their contract within 30 days of notification of the decision. Such releases are not considered "automatic" but will be considered on a case by case basis.

8.5.12 APPEALS: This policy is administered by the Director of Member Services. Special situations may be appealed to the Membership Committee. Fines may be appealed to the Finance Committee.

8.6 DEFINITION OF COOPERATIVE HOUSES:

8.6.1 ESCHER HOUSE: The board authorizes the creation of a third cooperative house at North Campus effective May 1996. It shall operate as a managing co-op,

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

8.7 MEMBERS WITH DISABILITIES (34/98)

8.7.1 PURPOSE: The ICC is dedicated to promoting membership diversity, including members with disabilities. The ICC will make all reasonable accommodations for members/prospective members with disabilities. An Attorney and/or the Center for Independent Living should be consulted to determine legality. For all accommodations, the following steps are recommended:

- A.** Identify the problem (Is there a disability related limitation?)
- B.** Ask the member/prospective member if they have encountered this problem in the past.
- C.** Ask the member/prospective member how they overcame the obstacle in the past.
- D.** Is the accommodation going to require a low-tech or high-tech solution?
- E.** Determine which resources are available already.
- F.** Ascertain if the member/prospective member can use the accommodation independently.
- G.** Determine if the reasonable accommodation creates other obstacles.

8.7.2 REASONABLE OR USUAL ACCOMMODATIONS: If a member or prospective member with disabilities requires accommodations enabling him/her to live within an ICC house, the member/prospective member may request these changes. Physical changes requiring more than \$500 will require Maintenance Committee approval; all other changes will be coordinated by the office in a timely manner. The ICC considers the following accommodations to be reasonable:

- A.** physical changes enabling the member/prospective member to utilize the building.
- B.** installation of safety devices (e.g. flashing fire alarms)
- C.** installation of TDD phone access or other accommodation that enables the member/prospective member to utilize house services.
- D.** Member/potential member requires a handicap accessible room due to disability: The member/potential member shall be allowed to occupy a handicap accessible room. House seniority lists shall be used to determine the members/potential members whose room picks shall be displaced. However, during a contract period, members currently living in a room will not be moved without their consent.

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

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

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

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

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

8.8 LIVING WELL TEAM POLICY (98/04)

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

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

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

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

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

8.8.4 WHAT REASONABLE ACCOMMODATION DOES NOT INCLUDE:

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

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

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

8.8.6 THE LIVING WELL RESOURCE TEAM STATEMENT OF CONTINUOUS EDUCATION:

The ICC is committed to continuous education of our membership in relation to physical and developmental disabilities, mental illness, and substance addictions. Various education opportunities will be provided for all members to help them better understand the rights and needs of

individuals with disabilities. Educational activities may take many forms including, workshops, Board and house officer training, informational pamphlets, etc.

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

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

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

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

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

- A. The room must be sanitary and presentable in accordance with current city ordinances.
- B. The prospective member must not be discouraged from signing a contract.
- C. The proper number of beds must be kept in the room at all times (for instance, a double room should have two beds at all times.)
- D. The member must agree to allow the room to be shown to prospective members at any time, without notice.
- E. The current occupant(s) of the room must be able to move into a different room or, in the case of agreeable sex/genders, accept the prospective member as a roommate within 24 hours.

8.9.3 If the prospective member notifies the ICC office team that they have decided not to sign a contract because of a violation of one of the above stipulations, then the house shall be responsible for paying the ICC charges that the new member would have paid until such time as the room is filled.

8.9.4 Alleged violations of 8.82(b) shall be evaluated by the Membership Committee. All other violations shall be evaluated by the Development Committee.

8.9.5 Appeals of fines for alleged violations shall be brought to the Board of Directors.

8.9.6 HALF-FILLED DOUBLES: A half-filled double is defined as a room designated as a double in which only one occupant is present. At no time should there be more than one half-filled double per house. This clause is not applicable in the case of two half-filled doubles representing different gender house members. In such a case, two half-filled doubles are permissible.

8.10 HOUSE REFERRAL STATUS (14/2009-2010)

8.10.1 DEFINITION: House Referral Status (HRS) is a process for assisting an ICC house that needs help with its governance or operations in accordance with the reasons listed below. It is an interpretation of Bylaw 6.2, which states, “The government and administration of the several co-ops shall be left to the members of the respective co-ops insofar as their actions do not jeopardize the interests of the membership as a whole or the interests of other co-ops.”

8.10.2 REASONS FOR HOUSE REFERRAL STATUS Any member or the ICC Board of Directors may request that a house be considered for HRS for one or more of the following reasons:

- A.** Problems with recruitment and/or retention – a house falls below 75% minimum capacity during a contract period and/or continually fails to retain a significant percentage of members.
- B.** Problems with house governance – the majority of officer positions remain unfulfilled for extended periods of time, officers fail to complete required trainings, and/or officers significantly neglect their responsibilities.
- C.** Problems with uncooperative behavior – house members do not complete their assigned work, follow house and ICC rules, and/or participate cooperatively *and* appropriate measures are not taken to enforce rules and encourage cooperative behavior.
- D.** Problems with sanitation and/or maintenance – a house is not kept in a state of cleanliness that is welcoming to all members and/or there is significant damage due to abuse, misuse, or neglect.
- E.** Problems with finances – house finances have been consistently mismanaged and/or debtors have not been dealt with effectively.
- F.** Other important issues or concerns that indicate a house is failing to perform in accordance with the ICC Key Performance Indicators (KPIs).

8.10.3 PROCEDURES

- A.** Membership Committee is responsible for administering and facilitating HRS.
- B.** Requests to consider a house for HRS should be sent to the Vice President of Membership, who will then arrange a meeting between house officers, the Membership Committee, and staff to discuss concerns about the house.
- C.** Following this meeting, the house officers are responsible for discussing these issues with house members at a regular house meeting. Staff or Membership

Committee members can be asked to attend these meetings. Minutes from this house meeting should be forwarded to the VP of Membership.

D. Following the house meeting, the house will be given one (1) month to correct issues. The Membership Committee can assist the house with correcting these issues by coordinating communication between the house and appropriate staff or committees.

E. If the concerns are not adequately addressed by the house and house leadership, the Membership Committee will hold a hearing for House Referral Status with the house. The Membership Committee should send an agenda that includes a detailed list of all the reasons the house is being considered for HRS to the house at least 7 calendar days before the scheduled hearing.

F. The Membership Committee will facilitate the HRS hearing. An ad hoc committee of between 3 and 6 house presidents will also attend the meeting. The ad hoc committee will be selected randomly, but cannot include the president of the house under consideration for HRS.

G. Within 48 hours of the hearing, the ad hoc committee of house presidents will vote, with a simply majority being required, to determine whether the house should be placed on HRS.

H. If the ad hoc committee does vote to place the house on HRS, the committee must submit to the Membership Committee a list of reasons.

I. If the ad hoc committee votes against placing the house on HRS, it must submit justifications to the Membership Committee. The house will still be monitored by the Membership Committee for one (1) month, during which time the house officers will be required to meet with the committee at least once.

J. After the ad hoc committee votes on HRS, the Membership Committee will communicate the decision to the house along with the criteria for the house to be removed from HRS. The Membership Committee will also establish a timeline for the house to meet criteria and facilitate assistance between the house and the ICC.

K. Once a house has met the established criteria, the Membership Committee will convene a meeting with the house and another ad hoc committee of between 3 and 6 house presidents. Within 48 hours of this meeting, the ad hoc committee will vote whether or not to remove a house from HRS.

L. If the house is removed from HRS, it will be placed under probation for two (2) months, during which time house officers are required to meet with the Membership Committee on a monthly basis.

M. If the house has failed to meet the criteria to be removed from HRS in a timely manner, the Membership Committee, in consultation with the ICC Board of Directors, will consider taking measures such as re-theming the house, approving new house members, or whatever else is deemed a reasonable and appropriate response to the situation.

N. More information about procedures in cases of House Referral can be found in the Membership Committee Policies & Guidelines.

8.10.4 POLICIES

A. MEASURES If a house is placed on House Referral Status, the Membership Committee will not be limited to facilitating the following measures to help the house meet the criteria necessary to be removed from HRS:

1. Hiring a house manager.
2. Hiring cleaning services.
3. Making house and/or maintenance improvements, which are not limited to disposing of unsightly furniture or trash, buying new furniture, painting or fixing things around the house, and/or approving special work projects.
4. Requiring house officers and members to participate in educational or sanitation workshops.
5. Recalling house officers and/or holding elections for new house officers.
6. Placing members on referral by consensus of the Membership Committee and an ad hoc committee of between 3 and 6 house presidents.
7. Other measures deemed reasonable and appropriate responses to the particular situation.

B. FINANCES In certain cases, such as cleaning and/or repairing the house, the Membership Committee has the power to bill the house directly. However, if a house manager must be hired, the cost will be paid for by the ICC as a whole.

8.10.5 APPEALS

8.10.5.1 REASONS FOR APPEAL Any member may appeal a decision to place a house on HRS for the following reasons:

- A. MemCom did not follow proper procedures.
- B. KPIs and/or other evidence of house performance does not support the decision to place a house on HRS.

8.10.5.2 PROCEDURE

- A. Appeals of HRS will be heard by the ICC Board of Directors (BOD).
- B. If a member wishes to appeal an HRS decision, he/she must inform the ICC President in writing within 7 calendar days of the house being placed on HRS. The written appeal to the ICC President should include all necessary supporting documents.
- C. The ICC President will bring the appeal to the Coordinating Committee, who will place the appeal on the next BOD agenda.
- D. The BOD will hear the appeal and vote, with a simply majority being required, to overturn the decision to place a house on HRS.
- E. In the event that the BOD overturns the decision to place a house on HRS, the house officers are still required to meet with the Membership Committee at least once in the month following the appeal, as prescribed in **SR 8.10.3.I**.

8.11 EMERGENCY OPERATIONS (55-94) (72*73*84/96) (29-08)

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

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

- A.** Establish safety (i.e. call police),
- B.** Facilitate referrals to services that can provide emotional support, legal resources, and/or medical or mental health resources,
- C.** Conduct a thorough investigation of all sides in conjunction with house members, especially house officers, in order to determine if the emergency is valid and to determine a proper course of action,
- D.** Provide other information as needed.
- E.** In addition, when the emergency is found to be valid, the Team has the power to:
 - 1.** Move a member to another house within the ICC. In these cases, the ICC will pay the member's house charges at their old house until or unless they are released or replaced (see SR 5.1).
 - 2.** Release a member from their contract by mutual agreement if the member wishes to leave (see 5.1.5). Terms of a release may include release from further ICC and/or house charges and/or an agreement to not re-apply to the ICC.
 - 3.** Void a member's contract and take necessary, lawful actions to remove the member from the house (see SR 5.2). An expulsion hearing must be held in this case by the house or MemCom (see SR Chapter 6).
 - 4.** Call an emergency house meeting.
 - 5.** Call an emergency Board of Directors or Coordinating Committee meeting to approve further action if necessary, including but not limited to legal action.
- F.** Appropriate confidentiality should be maintained in the entire process including reporting. All actions must be reported in writing to the Director of Member Services and Director of Financial Services. Final action of each case should be reported to the Board of Directors and posted in the member's house(s).

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

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

8.13 GUESTS

8.13.1 DEFINITION OF PERSONAL GUEST: A personal guest is a person who is sponsored by a current member, stays overnight in the room of that member or a common room in an ICC house and has no contract.

8.13.2 DOESN'T EXIST

8.13.3 RIGHT OF REFUSAL: The house or any person who would otherwise become a roommate of the personal guest has the power to refuse a personal guest.

8.13.4 RESPONSIBILITY FOR PERSONAL GUESTS: Personal guests must be sponsored by a current member. The sponsoring member is responsible for the conduct and any damages caused by their personal guest.

8.13.5 HOUSE GUESTS: Houses may approve house guests for up to two weeks, provided that there is room. House guests may not prevent an ICC member with a signed contract for a space from occupying that space.

8.13.6 LENGTH OF STAY RESTRICTION: Personal or house guests may not stay for more than two weeks without signing a contract.

8.13.7 ROOM CAPACITY AND GUESTS: At no time may a room be booked over legal capacity due to personal or house guests.

8.13.8 ICC CHARGES FOR GUEST OVERSTAYS: Houses shall be assessed ICC charges for personal or house guests who stay more than two weeks in a semester. The assessment shall be for the number of weeks the guest stays, rounded to the nearest week. The house president and treasurer shall jointly be responsible for notifying the ICC Finance Coordinator and the Member Services staff of such guests; a statement signed by two members shall also serve as notification. This policy does not imply that the ICC has given permission for the guest to stay.

8.14 ITEMS PROHIBITED:

Unless noted otherwise in the rules of this chapter, all firearms, ammunition, explosives, and waterbeds are forbidden from the ICC owned property. Motorcycles are not allowed inside any ICC house. Pets are not allowed unless agreed to in writing by the ICC as indicated by a validated Pet Addendum to the member's contract. For pet policies refer to SR 8.5 (25/07). (36/04)

8.15 ENFORCEMENT OF ICC POLICY:

Persons in official ICC positions have the responsibility to report violations of ICC rules in writing to the house president who is responsible for the implementation of ICC policy in the house. Once notified of the situation, it is the house president's responsibility to report the complaint to whoever is in violation of the policy and under ultimate threat of eviction. If the violation is not removed or corrected within 30 days, there will be an open hearing before the Membership Committee in order to decide on the possible expulsion of the member. (68*74/96)

8.16 HOUSE POLICY

Changes in the following house policies must come in writing to the Director of Member Services by October 31st for the following Fall/Winter term and February 28th for the following Spring/Summer Term. If any house wishes to change their policy after this date, the change must be approved by the Membership Committee.

- Animal Policy
- Food Policy
- Spring/Summer Boarding
- Gender Ratio
- Theme of the house
- Method for approving new members if applicable (ex. Non-grad approval, interview requirements, etc)

8.17 ICC PARTY POLICY

8.17.1 Before holding a house-sponsored event at which more than ten non-ICC members may attend, the house must approve the party or event by a majority vote of all members, or in a manner otherwise consistent with the House Constitution. If approved, the House shall prepare a party plan, or may rely on an existing party plan, and take the following steps:

- A.** If alcohol is to be served,
 - 1.** A process for ensuring that ICC Alcohol Policy (SR 1.4) is observed.
 - 2.** Persons under the age of 21 are not allowed to obtain or consume alcohol on the premises.
 - 3.** No admission fees or other fees are to be charged to attendees.
 - 4.** No alcohol shall be removed to or consumed on public rights-of-way.
- B.** A safety team is appointed and a safety plan is created to:
 - 1.** control admission;
 - 2.** ensure member and guest safety;
 - 3.** address crowd control;
 - 4.** control excessive alcohol consumption;
 - 5.** deal with medical emergencies;
 - 6.** ensure house security to minimize theft, damage and vandalism to the house and to neighbors

- C. Establish contact with neighbors before the party in order to avoid unnecessary disturbance to the neighborhood, and give neighbors a contact person to call if the vent is to be held outdoors or will project sound beyond the house property.
- D. Designate one or more house members or other ICC members, to be the Party Manager(s) during the party, who will:
 - 1. remain sober
 - 2. help ensure safety and
 - 3. prepare a written report of any incident that occurs during the party involving injury to a person or property, including the name of those involved, the causes of the injury and remedial steps taken.

8.17.2 ADVERTISING

- A. Advertising of alcohol or controlled substances is prohibited.
- B. Inviting friends to a house party through social networking websites (i.e. Facebook, etc.) is allowed as long as invitations remain private and the party is not posted as a public event.
- C. ICC or committee-sponsored events may be advertised. Alcohol cannot be served at officially sponsored ICC or ICC committee events.

8.17.3 SANCTIONS FOR VIOLATIONS

- A. Violations of the Party Policy, including injury to persons or damages caused to the house or neighbors resulting from the party, may be brought before CoCo.
- B. CoCo, at a meeting where house representatives are invited with at least 24 hours notice, may implement sanctions by simple majority vote if they find violation of the Party Policy has occurred. The extent of the sanctions will reflect the severity of the violation. CoCo's decision may be appealed in writing to the Board within 7 days of the decision. The Board shall vote on the appeal by a simple majority.
- C. Grounds for appeal include, but are not limited to:
 - 1. errors regarding significant facts;
 - 2. newly discovered information or evidence.
 - 3. sanctions that are excessive, considering the violation.
- D. Sanctions may include:
 - 1. Fining the house an amount not to exceed \$20.00 per house member, or actual costs of damages caused by the violation. Members of the house not in attendance at the party, or found not to be responsible for violations, may be excused from sanctions by CoCo.
 - 2. Prohibiting future parties for a duration to be determined by CoCo.
 - 3. Termination of individual contracts, referral or expulsion.
 - 4. Counseling.
 - 5. House Referral Status per S.R. 8.10 if the violation is repeated or severe.
 - 6. Other remedies as specified or allowed by the ICC Conflict Resolution Policy and Standing Rules.

- E. House members, with permission granted in accordance with house rules, may hold small private parties, such as birthday parties, or other gatherings of less than ten non-ICC guests, that are not considered official house or ICC parties. House members holding such parties shall be personally responsible for any damages that occur during such events caused by violations of this policy, and may be sanctioned as stated in 8.17.3 C above.

8.18 ICC FIRE POLICY (02/2009-2010)

8.18.1 DESIGNATED SMOKING AREAS. (15/2009-2010)

- A. Pursuant to Michigan Compiled Law 333.12601 which takes effect May 1, 2010, smoking of any tobacco product is prohibited inside ICC buildings.
- B. Houses may designate exterior smoking areas only.
- C. All designated smoking areas must have an ashtray or butt receptacle designed specifically for cigarette smoking, which must be kept free of flammable materials. Empty food cans or bottles may not substitute.
- D. Flammable materials such as cardboard, lighters, matches shall not be stored on porches. (this does not include furniture that is in use).
- E. Exterior doors of all houses must be posted with signs indicating "No Smoking," or the universal "no smoking" symbol.
- F. ICC members, officers, and staff are responsible for enforcing paragraphs A and E, above, and may be fined under Michigan State law for failure to enforce this ordinance.

8.18.2 FIRE PREVENTION

- A. House presidents must show all new members where fire extinguishers are located during house tours.
- B. Signs should be clearly posted around houses showing fire escape plans.
- C. At the first meeting of each semester the house must go through a routine fire drill.
- D. Nothing may be stored in boiler rooms.
- E. Burners shall not be left on and unattended.
- F. Grills may be stored but not used on any ICC porch.
- G. Grills shall not be operated less than 6 feet away from any ICC Building.