

## **Section 7: Membership**

### **7.1 Priority Signing for ADA Compliant Rooms**

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

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

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

### **7.2. Contract Cancellation**

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

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

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

7.2.1.3. When a member is evicted.

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

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

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

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

### **7.3. Discrimination and Harassment Policy**

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

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

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

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

7.3.4.1. Denying membership or employment to an individual

7.3.4.2. Denying full participation to a member or staff person.

7.3.4.3. Revoking the membership or employment of an individual.

7.3.4.4. Retaliating against a member for his/her stance on a house decision or for filing a charge against another member.

7.3.4.5. Denying a position to a member or promotion to a staff person.

7.3.4.6. Such action may result in Member Review or termination of employment from the ICC.

7.3.4.7. If a member is unable to perform a labor position in the house or staff person is unable to perform part of his or her job on the basis of physical or mental disability, religion, physical trait, race, gender, sexual orientation, class, national origin, political belief, age, or veteran status, the house or the office will do its best to find or alter a position to help the individual to fit into the house and/or work environment.

7.3.4.8. The ICC will use whatever financially feasible means or other (i.e. building ramps, providing interpreters for the hearing impaired, etc.), to make the organization accessible to disabled members.

## 7.4 Harassment

7.4.1. General Harassment is unwelcome behavior toward another member or group on any basis including that of race, gender, religion, sexual orientation, class, national origin, political belief, age, veteran status, physical trait, or physical or mental disability, which promotes an intimidating, hostile, or offensive working or living environment. It need not be intentional or persistent, but these factors may affect the severity of the charge. Such behavior may result in Member Review or termination of employment from the ICC. Examples of general harassment include, but are not limited to, the following:

7.4.1.1. Acts of physical aggression, intimidation, hostility, or unequal treatment on any basis.

7.4.1.2. Derogatory comments, notes, remarks, jokes, pictures, epithets, depictions, or items that create an uncomfortable or hostile environment.

7.4.1.3. Sexually oriented conversations or the use of sexually explicit language does not in and of itself constitute harassment unless their actions create a hostile or uncomfortable environment.

7.4.1.4. Verbal harassment, abuse, or threats on any basis.

7.4.2. Sexual Harassment - Due to the prevalence of sexual harassment in our society and the lack of clarity on the definition of the term, a more detailed and descriptive definition of sexual harassment is provided.

7.4.2.1. Sexual Harassment may include, but is not limited to the following:

7.4.2.1.1. Acts of physical aggression, intimidation, hostility, or unequal treatment based on gender or sexual orientation.

7.4.2.1.2. Derogatory notes, jokes, gestures, comments, or remarks that are gender-based (not necessarily sexual), sexual comments, pictures, or items (i.e. sex toys, magazines, etc.) which create an uncomfortable or hostile environment.

7.4.2.1.3. Unwelcome propositions, suggestive comments, or demands of a sexual nature.

7.4.2.1.4. Unwelcome solicitation or coercion of sexual activity or other sex-linked behavior by promise or rewards or threat of punishment or revocation of membership.

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

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

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

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

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

7.4.3. Procedure for Members who Experience Discrimination or Harassment

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

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

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

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

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

#### 7.4.4. Sources

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

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

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

#### 7.5.1. Eviction for Non-Payment

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

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

7.5.1.3. If the member does not make payment or set up a payment plan within five business days of the issuance of a Notice of Debt, then the eviction process will begin. If the member does not make regular payments on their payment plan, the eviction process will begin in accordance with the payment plan policy.

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

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

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

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

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

7.5.4. Non-Bonded Evictions Process:

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

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

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

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

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

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

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

7.6. Landlord's Lien

7.6.1. Removal of Property Subject to Landlord's Lien

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

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

7.6.2. Property Left After Abandonment or Eviction

7.6.2.1. Member agrees that member will be deemed to have abandoned the premises if member has appeared to have moved out of his or her room or if the lease term has

expired and member has not been in the room for 5 consecutive days while the rent is due and unpaid.

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

### 7.6.3. Storage

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

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

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

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

### 7.6.4. Redemption

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

## 7.7. Member Review Process /Conflict Resolution

### 7.7.1. Guidelines on expected cooperative behavior:

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

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

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

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

7.7.1.1.4. Respect the privacy and property of individual members;

7.7.1.1.5. Refrain from discriminating or harassing other members;

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

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

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

#### 7.7.2. General Conflict Resolution Procedure

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

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

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

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

#### 7.7.3. Conflict Mediation Training and Materials

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

7.7.2.1. Strategies to resolve common house and organizational conflicts;

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

7.7.2.3. The Member Review Policy;

7.7.2.4. A checklist outlining Member Review requirements for Facilitators.

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

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

#### 7.7.4. Member Review

##### 7.7.4.1. Definitions:

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

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

7.7.4.1.3. Membership Probation: prohibits a member from being issued a contract for an upcoming term in ICC until they are removed from probation. Any contract for the subsequent contract period signed previous to a member's

placement on Probation is void. Probation may also place the member under conditional terms whereby the Member-under-Review's membership may be revoked by the house, according to house procedure, if not in compliance with these additional terms.

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

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

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

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

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

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

7.7.4.3. Procedure to organize a Member Review:

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

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

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

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

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

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

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

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

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

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

#### 7.7.4.4. Procedure for facilitating the Member Review

7.7.4.4.1. The meeting procedure shall be outlined.

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

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

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

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

7.7.4.4.6. Discussion begins, according to the following rules:

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

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

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

1. Each house member shall rank the following options:
  1. Drop the matter.
  2. Non-Probationary Solution
  3. Member Probation
  4. Member Revocation

2. The votes will be tallied by the Facilitator. In the event that no choice receives a majority of the first choices, the choice with the fewest

number of votes will be eliminated, and the votes cast for that choice will be redistributed to the remaining choices according to the voters' second choice. This process will be repeated until one choice has a majority of votes.

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

1. Non-Probationary Solution was chosen, the house and Member-under-Review shall come to an agreement that addresses how to preempt incidents of the type brought in the Member Review from being repeated.
2. Member Probation was chosen, the house shall begin discussion of any conditional agreement they would like to reach with the Member-under-Review. This part of the meeting will be run according to the house's policy for decision-making.

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

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

7.7.4.5 Removal from Member Probation:

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

7.7.4.5.2. A house besides the house which placed the member on probation may waive probation by a two-thirds vote. The member will still be on Member Probation at the house which initially placed the member on probation. A Summer-term house may not remove a member from Probation set by a Fall/Spring-term house, unless over one-half of the Summer-term house lived in the house during the term the member was placed on Probation.

7.7.4.6 ECC Involvement:

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

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

3. The Members-with-Grievance are from a different house than the Member-Under-Review.

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

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

#### 7.7.8. Emergency Revocation

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

#### 7.7.9. Appeals Process:

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

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

- 7.7.9.2.1. A significant departure from procedure resulting in potential unfairness during the Member Review occurred;
- 7.7.9.2.2. New or neglected evidence is available;
- 7.7.9.2.3. The facilitator (or and ECC or Board member if an ECC Review) may have been partial or biased;
- 7.7.9.2.4. A policy or bylaw may not have been considered;
- 7.7.9.2.5. One party was not able to get copies of relevant documentation or policies.
- 7.7.9.2.6. The conditional terms determined by Member Probation are unfair or undue.

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

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

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

7.7.9.6. The Board of Directors' decision will be final. Two-thirds of the Board of Directors present are needed to overturn a decision made by the House, the ECC, or the Staff.

#### 7.7.10. Suggested process for Member Review

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

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

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

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

7.7.10.5. Discussion begins:

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

7.7.10.7. People may only speak when called upon.

7.7.10.8. No conversations or dialoguing allowed

7.7.10.9. No attacking individuals, just action

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

## 7.8. Member Reinstatement

### 7.8.1. Definitions:

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

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

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

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

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

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

### 7.8.3. Reinstatement Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7.9. Length of Guest Time:

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

#### 7.10 Fee Payment

7.10.1. All deposits and fees must be paid before a contract can be signed. The General Administrator and Member Resources Administrator can sign contracts. A person may not move in before deposits/fees are paid. ICC staff members are authorized to transfer deposit and fee

money paid from house accounts to appropriate central accounts with notification to House Treasurer(s).

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

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

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

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

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

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

#### 7.12. Split Singles and Doubles

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

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

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

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

7.12.3.1. ICC as a whole is at budgeted occupancy

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

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

7.12.4. If the applicant feels they should be exempted from this policy they may bring it to the House Operations Committee for review.

7.12.5. House approval is required for a room to be split for an additional member.

#### 7.13. Re-letting and Contract Buy-Out (passed 04/26/04; amended 07/26/04, amended 10/12/05)

7.13.1. A member may Buy-Out his/her lease according to the following: 1.1. the member's lease will be canceled upon receiving full and complete payment of a fee that is the amount of two months rent (or the remaining amount of the lease if less than two months remain).

7.13.2. There will be no deduction from the monthly charges to determine the fee.

7.13.3. A member who wishes to cancel his/her contract is required to pay a Buy-Out fee in all cases except:

7.13.3.1. The member was able to find a non member (new member) to fulfill their contract, and that new member cannot have already approached (i.e. stopped by, called, emailed) the ICC Office for the past 6 months.

7.13.3.2. The member leaving and requesting the cancellation must contact the office with the name of the replacement BEFORE the replacement approaches the office. Direction is given to staff to not consider the leaving member's room a vacancy and shall not advertise for said vacancy.

7.13.3.3. In the event that occupancy in ICC is at 100% for the room type (single or double) of the member seeking to re-let, the member wanting to get out of their contract will not be required to pay the buy-out fee if a potential member has already contacted the office. The new member must be looking for the same room type that the member's contract is for. (amendment from 10/12/05)

7.13.4. The General Administrator may waive the buyout fee in cases of a member's death, serious illness of the member or of his/her parent or guardian. During periods of interim, the General Administrator and the Committee Coordinator may decide together to waive the buyout fee.

7.13.5. The Board of Directors may vote to waive the buyout fee. Exceptions will be heard by the House Ops Committee on a case by case basis.

7.13.6. A member whose future contract is brought to the Board for non-payment and canceled will not be charged a buyout fee.

7.13.7. The contract of a member requesting buyout is terminated the day the buyout is signed and paid for, or the day a replacement who is accepted according to ICC rules, and is a new member who had not approached the office first, takes occupancy of that space.

7.13.8. If the replacement does not sign for the entire length of the contract of the member the is having the Buy-Out fee waived, the member requesting Buy-Out is still responsible for the remainder of his/her contract. No member who has left ICC(or never moved in) may receive any services (room, board, hostel, etc.) from the ICC or ICC house until all indebtedness is satisfied.

7.13.9. When a member is expelled through a membership review, he/she is still financially obligated to the terms of his/her contract. A person who is expelled has the same options as any member leaving ICC and before the room will be put into open inventory except that the house that expelled the person may appeal to the board to hold the person financially responsible for the room instead of having the room put into open inventory.

7.14. Open Membership (Approved by the Board of Directors on April 25, 2000, see also Statement of Cooperative Identity, first principle; ICC Bylaws Article II and IV; Membership Contract):

7.14.1. As a cooperative, ICC is open to all persons able to use (our) services and willing to accept the responsibilities of membership. Because one of our chief services is to provide low-cost, non-profit housing for students, students who meet the terms of the membership contract

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

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

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

7.14.2.1. All previous indebtedness is paid in full.

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

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

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

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

7.14.3.2. No current member with an outstanding debt of more than \$100 may sign a contract without documented approval from the Finance Committee. Such approval may only be granted if the member presents written proof of ability to pay.

7.14.3.3. Any contract for continuing membership held by a current member with an outstanding debt of more than \$300 will be brought to the Board for termination in the month before the contract begins.

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

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

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

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

7.14.3.8. In the interest of maintaining an upper-division and graduate academic environment, French House and Seneca Falls request the ability to choose to accept

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

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

#### 7.15. ICC Seniority System:

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

7.15.1.1. All members can resign for their current rooms only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.17.7. The office is responsible for:

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

7.17.8. The houses are responsible for:

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

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

#### 7.18. Study Abroad Policy (Passed 5/2007)

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

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