

# Policies

As of November, 2022

## 1 Chapter 1: NASCO Vision, Mission, and Goals

1.a The vision, mission, and goals of NASCO are as follows:

### 1.1 Vision:

1.1.a “To achieve a socially and financially responsible North American cooperative economic sector for all people and organizations interested in applying the principles and practices of cooperation.”

### 1.2 Mission:

1.2.a “To further our vision through work with campus cooperatives by providing resources assisting development, and encouraging campus cooperatives to continue active participation in the North American cooperative sector.” (2/2002)

### 1.3 Goals:

- 1.3.a To encourage and assist effective and efficient operations in existing student cooperatives.
- 1.3.b To encourage and assist in the development of new and existing student cooperatives.
- 1.3.c To encourage and develop communication networks between student cooperatives.
- 1.3.d To represent and serve as an advocate for student cooperatives to the US and Canadian cooperative movements by maintaining an active presence in other cooperative organizations.
- 1.3.e To represent and serve as an advocate for student co-ops and their memberships to government agencies, elected officials, universities, and the general public.
- 1.3.f To provide avenues for leadership development and current and continued participation by student cooperators in the broader cooperative movement.
- 1.3.g To encourage student cooperatives to adopt socially responsible policies and practices.
- 1.3.h To provide inspiration and leadership for student cooperatives and their members.
- 1.3.i To make NASCO’s services available to non-student cooperatives when those services aid in the furtherance of NASCO’s stated mission and goals.
- 1.3.j To maintain NASCO as a strong and financially viable organization.

### 1.4 Specific Goals:

- 1.4.a To have NASCO membership support development. (6/1991) (Amended 04/2021)
- 1.4.b To adopt a regional strategy such that NASCO shall actively encourage regional association of student cooperatives, facilitate such associations where possible and work with such groups to keep regional associations going. (6/1991)

- 1.4.c To adopt as a yearly goal to include a 2% contingency and 3% reserve fund allocation in NASCO budgets. (9/1991)

## 1.5 Vision, values and principles adopted by NASCO Family of organizations (February, 2004)

### 1.5.1 Consensus Vision Statement

- 1.5.1.a “The NASCO Family organizes and educates affordable group equity co-ops and their members for the purpose of promoting a community-oriented cooperative movement.”

### 1.5.2 Consensus Values Statement

- 1.5.2.a It was decided to adopt the co-op principles and values and expressed by the International Cooperative Alliance in September 1995 as the values that drive the NASCO Family. The following words are excerpted from the complete ICA statement of 1995.
- 1.5.2.b Values are: self-help, self-responsibility, democracy, equality, equity and solidarity. Cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

### 1.5.3 Co-op principles are guidelines by which cooperatives put their values into practice:

- 1.5.3.a Volunteer and open membership
- 1.5.3.b Democratic member control
- 1.5.3.c Member economic participation
- 1.5.3.d Autonomy and independence
- 1.5.3.e Education, training and information
- 1.5.3.f Cooperation among cooperatives
- 1.5.3.g Concern for community

## 2 Chapter 2: Governance Policies

### 2.1 Board Meetings

#### 2.1.1 Excused Absences for Directors

- 2.1.1.a The Board may excuse a Director who is not able to attend a meeting of the Board. The term of office of a Director is automatically terminated if this person is absent without leave of the Board for two consecutive Board meetings.
- 2.1.1.b Absences will be excused only if the Director requests to be excused by sending a letter (which may be sent via electronic mail) to the President and Staff Liaison outlining reasons for missing the meeting. The letter must be received two weeks before the meeting.

- 2.1.1.c When a Director requests leave, the Board is not obligated to grant leave. Each situation must be considered on its own merits and the Board need not be bound by previous decisions. A Director will not be considered absent for a meeting if this person is present for some portion of the meeting.
- 2.1.1.d The primary exception to the need to send a letter is if the Director requests leave at the time the meeting is set. Emergency absences will be dealt with on a case by case basis. Then this person must only ensure that the request is recorded in the minutes and this person will be granted leave for the subsequent meeting provided the reason for the absence is deemed appropriate by the Board.
- 2.1.2 **Board Meetings:**
  - 2.1.2.a The full Board shall meet at least twice each year and the Executive Committee shall meet at least two times per year. (6/1984)
  - 2.1.2.b Motions before the board which the board is deciding electronically and in writing shall have a stated time frame of no less than 7 days for the count of the votes included as a part of the motion, and all persons voting shall be able to communicate equally with all other persons voting, unless stated otherwise. Quorum shall consist of 100% of the board or committee which is considering the motion. Non-responding board members are considered to be absent from the vote, and count against quorum. Board members who explicitly respond with an abstention do not count for or against the motion, but do count towards quorum. All votes shall be approved by simple majority. (4/2020)
  - 2.1.2.c Additional Board governance work happens between board meetings in committees. Committees are required to follow the policies outlined in their charters. (04/2021)
- 2.1.3 **Board Travel:**
  - 2.1.3.a NASCO is committed to ensuring that no one will be excluded from serving on the Board for financial reasons. NASCO shall reimburse Directors for all travel expenses exceeding US\$200 in a given year. The deductible will be US\$150 for individuals who do not have institutional support in funding their deductible. Board members are directed to travel using low-cost excursion fares. Staff is directed to notify Board members five weeks in advance of a meeting to make travel arrangements and to schedule meetings to minimize travel expenses.
  - 2.1.3.b In the event that this requirement of partial travel funding would constitute a financial hardship, NASCO will, with the approval of the NASCO Staff Collective, waive this requirement and cover the full cost of the board member's travel expense. (6/2002)
- 2.1.4 **Board Meeting Minutes:**
  - 2.1.4.a Minutes shall include all resolutions and actions thereon. Minutes may include a summary of decisions, but generally will not attribute specific comments to individual Board members. (2/1995)
  - 2.1.4.b NASCO will hire a local co-op person, who will be recommended by the hosting NASCO director, to take minutes during the two day Board meeting. The secretary will still be responsible for revising the original minutes into the formal minutes and the commentary and presenting the minutes to the Board and Staff within two weeks. Both sets of minutes should be done within two weeks, formal minutes should be done sooner. (3/2005)

- 2.1.4.c The formal minutes will include proposals, motions, decisions, important reasoning behind decisions, and any large points of contention. The commentary will include more background and serve as a record of discussion. (3/2005)
- 2.1.4.d Executive Committee minutes should be done within a week. (3/2005)
- 2.1.5 **Reporting:**
- 2.1.5.a There shall be regularly scheduled reports on the caucuses and Active Members by the by the AMR at Board meetings.(3/1983)
- 2.1.6 **Advisory Group:**
- 2.1.6.a The group shall advise the Boards of Directors and management of the NASCO Family of organizations.
- 2.1.6.b The Advisory Group shall not have authority to vote on corporate matters, nor a legal fiduciary responsibility.
- 2.1.6.c Meetings of the group shall be held as needed and individual advisors shall be consulted as needed.
- 2.1.6.d The group shall be composed of NASCO allies who bring relevant experience in providing excellent cooperative programs and services.
- 2.1.6.e NASCO staff, committees, and working groups shall recommend additions to the Advisory Group.
- 2.1.6.f The NASCO Board shall have the authority to appoint and remove members of the Advisory Group.

## 2.2 Board Elections Policies

- 2.2.1 **Election Timeline:**
- 2.2.1.a Staff shall set and implement a nomination and balloting schedule which allows sufficient time for nominations and balloting.
- 2.2.1.b The schedule shall be set up so that new board members are able to plan sufficiently ahead of time to attend the next board meeting.
- 2.2.1.c Questions for candidates shall be developed in conjunction with the AMR (3/2011).
- 2.2.2 **Board Vacancies:**
- 2.2.2.a Any midterm vacancies will be filled at the next regular Board election to fill out the remaining term. As stated in NASCO Bylaw 5.5, the Board also has the option of appointing a member to fill out a term of a vacated seat. (7/1983) (2/1995)
- 2.2.2.b Following the mid-term resignation of a NASCO Director, the Board may announce a two-week appointment nomination period. Following that nomination period, individuals nominations will be voted upon by the Board via telephone or email. Individuals nominated through this process will serve only until the next election. (12/2005)
- 2.2.2.c Board votes on filling vacancies conducted outside of a regularly scheduled meeting will be filled through a Ranked Choice Voting method, defined below. (4/2021)

- 2.2.2.d Board members will have a period of one week to respond with ranked ballots. (4/2021)
- 2.2.2.e In the event of a tie between candidates with equal levels of support, a tie-breaker will be decided in favor of the candidate born earliest in the month, and if this is also a tie than by the candidate whose current city of residence is last in alphabetical order. (4/2021)
- 2.2.2.f Ranked Choice Voting is defined here as a process by which candidates with the least support are eliminated and votes for eliminated candidates are allocated to the next candidate. (4/2021)
- Board members will rank all candidates in order of preference.
  - A placement of zero will serve as a vote of no confidence for a candidate. If a candidate is left unranked by 50% or more of the board, they are automatically eliminated from the candidate pool.
  - If a candidate wins an outright majority of first-preference votes in an election for a single appointment (i.e., 50 percent plus one), they will be declared the winner. If voting for multiple appointments as a pool, there is not a requirement for an outright majority, but will follow the elimination process as later described.
  - If no candidates win an outright majority of first-preference votes, the candidate with the fewest first-preference votes is eliminated.
  - All first-preference votes for the failed candidate are eliminated, lifting the second-preference choices indicated on those ballots.
  - A new tally is conducted to determine whether any candidate has won an outright majority of the adjusted voters.
  - The process is repeated until a candidate wins a majority of votes cast (or if voting in a pool, the number of candidates for which there are open seats remain).
  - If a candidate is ranked by the same voter in multiple levels, by virtue of the elimination system, those second and subsequent rankings would be for an eliminated candidate. Therefore this is to be discouraged, as it does not help that candidate get elected.
- 2.2.2.g In the event that a board election results in a tie or in unfilled seats, the board may consider applying the process defined above in these policies. (4/2021)
- 2.2.3 Acceptance of Election:
- 2.2.3.a If during the NASCO Election process an elected candidate does not accept their position on the NASCO Board of Directors then the position will pass to the next candidate with the highest number of votes (6/2004).
- 2.2.4 Election, Voting Process:
- 2.2.4.a Voting for at-large Directors shall be done on a “cumulative voting” basis, meaning that members may split their ballots as they choose, provided that the total number of votes cast does not exceed the number of ballots that member has and votes may only be split in whole integer increments (2/2002) (6/2004). Refer also to election procedures in Bylaws 3.5, 5, and 6 (6/2007).

### 2.2.5 Composition:

- 2.2.5.a The board shall strive to have at least three people of color on the board at all times. (6/11/2005).

## 2.3 Executive Committee

### 2.3.1 Elections:

- 2.3.1.a Elections for board officer positions shall be held yearly at a board meeting.

#### 2.3.1.1 Election of officers: (updated 3/2017)

- 2.3.1.1.a Elections will be held at the first board meeting where board members newly elected by the membership are seated.
- 2.3.1.1.b The Active Member Representative serves automatically on the Executive Committee, and is not subject to election at a board meeting.
- 2.3.1.1.c Any board member may nominate any other board member for any officer position, including self-nomination. Board members do not need to be physically present in order to be nominated. Anyone nominated must either accept or decline the nomination.
- 2.3.1.1.d Nominations, speeches, and voting will be conducted in the following order: President, Vice-President, Secretary, Treasurer, Fundraising Officer, Development Officer. (Amended 4/2021)
- 2.3.1.1.e Each person who has accepted their nomination will give a brief (maximum of 1 minute) speech about why they want the position and why they are qualified for it. Once all the nominees for a position have given their speeches, members of the board may ask questions of all of the nominees or of none, but may not question individual nominees, except to clarify information from their speeches or responses.
- 2.3.1.1.f After the board has had the opportunity to question candidates, any board member may request that the candidates for a given position be asked to leave the room so that the remaining board members may discuss the candidates. This motion does not need to be voted on.
- 2.3.1.1.g In voting on officers, the board will consider a candidate's knowledge of NASCO, the cooperative movement, board governance, and any skills specific to that officer role.
- 2.3.1.1.h All officer positions shall be elected using a written and secret ballot. If there are only two candidates then board members will vote for just one of the two. If there are more than two candidates then voting method shall be approval voting. Each member of the board (including those who are candidates for the position) will indicate an unlimited number of the nominees whom they support. In order for a candidate to be elected, they must receive support from at least half of voting board members. The candidate with highest amount of support is elected. If multiple candidates receive equal amounts of support, a second ballot will done in the same way, with just those candidates as options.

### 2.3.2 Duties of Officers:

- 2.3.2.a The NASCO Executive Committee is made up of the President, Vice President, Treasurer, Secretary, Fundraising Officer, Development Officer, Active Member Representative, and ex-officio the Staff Collective Liaison to the board. These officers (except the Staff Collective Liaison to the board) serve for one year, or until their successors are elected. Officers may be

re-elected. The Executive Committee shall act for the Board between board meetings to execute Board policy. The Executive Board shall meet monthly. Agendas shall be made available to all Board members at least two business days prior to the meeting and minutes shall be made available to all Board members no later than two weeks after the Executive Committee meeting is held. (6/2002) (Amended 4/2021)

- 2.3.2.b The President may appoint committee chairs and members to such committees as the Board might establish, represent NASCO to other organizations, and sign documents as the Chief Officer of the corporation. This person shall be the Board Liaison to the staff. This shall include the coordination of the evaluation of the Staff Collective. This shall be completed at the spring Executive meeting so the the personnel budget containing salaries can be set in conjunction with the budget process. (2/1995)
- 2.3.2.c The Vice President shall, in the absence or disability of the President, serve in the President's place.
- 2.3.2.d The Vice-President is also the officer responsible for ensuring that the NASCO plan for Inclusion is implemented, for reporting progress with the plan for inclusion to the Membership at the Annual General meeting and at other opportunities, and for requesting that NASCO Properties adopts plans for inclusion. (6/2004) (Amended 4/2021)
- 2.3.2.e In some circumstances (if the AMR is absent at Institute or is running again for the position) the Vice-President is responsible for the election of the AMR and Collective Liberation Congress (see AMR Job Description).
- 2.3.2.f The Treasurer shall have the responsibility for the financial records and shall certify the preparation and accuracy of the records. This person is the Chief Financial Officer of the corporation.
- 2.3.2.g The Secretary shall supervise the taking of minutes at meetings and shall have custody of all official documents of the corporation.
- 2.3.2.h The Fundraising Officer shall have the responsibility of raising monies in accordance with NASCO's statement on fundraising and shall provide leadership in fundraising to the organization and the board. (2/2002) (Amended 4/2021)
- 2.3.2.i The Development Officer shall have the responsibility of chairing the NASCO Development Committee, shall serve as a trustee of the Kagawa fund, and shall provide leadership in cooperative development to the organization and the board (4/2021)
- 2.3.2.j The Staff Collective's appointee shall serve as the Chief Operating Officer of the corporation and is responsible for the day to day operations of NASCO. (see Job Description) (2/1995)

### 2.3.3 Officer Removal:

- 2.3.3.a Officers may be removed by a two-thirds majority vote of the Board.

## 2.4 Annual General Meeting (AGM)

### 2.4.1 Definition:

- 2.4.1.a The AGM shall consist of representatives from all of NASCO's Active Members. The purpose of the AGM is to provide a forum for exchange of ideas between NASCO and its members and to vote on corporate business, making binding decisions.

## 2.4.2 AGM Timing & Location:

2.4.2.a The AGM will coincide with the NASCO Institute each Fall.

## 2.4.3 Agenda:

2.4.3.a The agenda and the agenda items for the AGM must be approved by the Board no later than 30 days before the meeting so as to allow for adequate notice of NASCO's members.

## 2.4.4 New Business:

2.4.4.a New business to be transacted at a General Meeting must be submitted in writing to the board at least 45 days before the meeting to be considered for the agenda. All new business must be sponsored by a NASCO member, board member, the Collective Liberation Congress or a caucus. (2/2008) (11/2022)

## 2.4.5 Representatives to the AGM:

2.4.5.a Each Active Member Co-op and Associate Member shall designate one (1) Representative to the Annual General Meeting who will cast votes on behalf of the organization. Individual Members of NASCO shall act as their own representatives.

### 2.4.5.1 Designation of Representatives:

2.4.5.1.a At least one week before the AGM, each Active and Associate member shall, on a form provided by NASCO, provide NASCO the name and address of their designated Representative.

### 2.4.5.2 Voting:

2.4.5.2.a All duly authorized representatives shall have voting rights as per Article 3.5 of the NASCO Bylaws. The number of ballots to be cast will be determined according to a list maintained at the NASCO Office. The voting representatives at an AGM shall have the ability to refer any bylaw change decision to the Post AGM Online Consideration and Voting Procedure via a two thirds majority of unweighted votes in favor of the referral. (2/19/2005)

### 2.4.5.3 Fees & Expenses of Representatives:

2.4.5.3.a NASCO's Active Members may designate one person to act as their AGM representative. This AGM representative shall receive a discount on registration for the Institute (an amount set by the Board of Directors from time to time). Individual Members or Representatives designated by Associate Members may participate in the Institute according to a fee schedule established by the Board (6/2004).

## 2.4.6 Active Member Representative (AMR):

2.4.6.a The designated representatives of NASCO's Active Members present at the AGM will vote for the AMR. As per NASCO's Bylaw 6.4, only Active Member co-ops may vote for the AMR, and voting occurs on the basis of one vote per Active Member cooperative.

2.4.6.b The AMR shall attempt to attend NASCO Board meetings. This person will be reimbursed for travel to these meetings in the same manner as all Board members.



- 2.4.6.c The AMR's travel to the Institute shall be considered a third Board meeting for the purposes of travel reimbursement.
- 2.4.6.d AMR Job Description: The job description appearing in the appendices of this document shall be the job description for the AMR.
- 2.4.7 **Nominations Committee:**
  - 2.4.7.a At the Annual General Meeting each year, the membership will elect a chair and co-chair of the annual Nominations Committee. The Nominations Committee shall,
  - 2.4.7.b be made up of NASCO board members and members of NASCO members and be open to all NASCO Family board members,
  - 2.4.7.c be engaged at Institute each November for activity through June the following year,
  - 2.4.7.d be charged with working with a staff liaison to establish a timeline and action plan for the spring general NASCO Board election and Hall of Fame nominations and selection,
  - 2.4.7.e be a resource and point of contact for people interested on being on the NASCO Board,
  - 2.4.7.f other duties as determined or approved by the Committee, and
  - 2.4.7.g report and be accountable to the NASCO Board of Directors. (06/2012)

## 2.5 Identity-based Caucuses and Collective Liberation Congress

- 2.5.a The purpose of NASCO's Identity-based Caucuses ("Caucuses") and Collective Liberation Congress ("CLC") is to uplift the voices of co-op residents, members, and staff who hold identities that are marginalized in North America and in our Member co-ops. Caucuses and the CLC provide spaces for people who share those identities to collaborate and create a formal channel for their needs, critiques, and suggestions to be integrated into NASCO's operations. (2/2002) (11/2022)
- 2.5.b The Collective Liberation Congress fills the role of the Diversity Congress in the NASCO bylaws. (11/2022)

### 2.5.1 Board Responsibilities to Caucuses and the CLC:

- 2.5.1.a The NASCO Board shall respond to reports, proposals, demands, and other communication from Caucuses and the CLC. (11/2022)
- 2.5.1.b Caucuses may address the Board directly except in the case of formal proposals. Formal proposals to the Board should come from the CLC. (11/2022)
- 2.5.1.c The NASCO Board shall provide time for Caucuses and the CLC to make brief reports to the AGM. (11/2022)
- 2.5.1.d The NASCO Board shall notify Caucus and CLC Chairs of the opportunity to submit a proposal to the AGM (per Section 2.4.4.a) at least 30 days in advance of the deadline to do so. (11/2022)
- 2.5.1.e A NASCO Board member shall be present at the beginning of each Caucus Annual Meeting (defined in 2.5.2.a) to explain the powers and governance functions of Caucuses. This explanation shall be given both verbally and in writing (e.g., a handout). If the Board member does not hold the Caucus identity, they shall leave the meeting after giving this explanation. (11/2022)

## 2.5.2 Scheduling and Decision-Making for Caucuses and the CLC

- 2.5.2.a NASCO Staff shall schedule at least one meeting per year for each formally recognized NASCO Caucus and for the CLC (the “Annual Meeting” of the Caucus or CLC). These Annual Meetings shall take place in conjunction with NASCO Institute, in advance of the AGM, and at a time considered accessible based on previous years’ feedback. (11/2022)
- 2.5.2.b Caucuses and the CLC may meet more frequently at their discretion and may request meeting support from NASCO Staff. (11/2022)
- 2.5.2.c No Caucus shall be scheduled concurrently with another Caucus, nor with the CLC. (4/2021) (11/2022)
- 2.5.2.d By default, Caucuses and the CLC shall make decisions by simple majority vote. However, they may use a simple majority vote to adopt an alternate decision-making process. (11/2022)

## 2.5.3 Caucuses

### 2.5.3.1 Caucus Creation and Composition

- 2.5.3.1.a Caucus attendance and participation are limited to those who personally hold the Caucus’s designated identity. NASCO staff and board members who do not hold the designated Caucus identity may attend only as necessary for administrative functions. (11/2022)
- 2.5.3.1.b The NASCO Board holds the authority to modify the list of Caucuses that are formally recognized by NASCO and receive the resources and powers of a Caucus per Section 2.5. Other caucuses may meet informally at their own discretion. (11/2022)
- 2.5.3.1.c A formal decision by the Caucus is sufficient to change the name of an already-recognized Caucus. The NASCO Board accepts this decision. (11/2022)
- 2.5.3.1.d The current formally recognized caucuses are: the Black Caucus, the Disabled Caucus, The Working Class Caucus, The People of Color Caucus, the Women’s Caucus, and the LGBTQI2S+Caucus. (11/2022)
- 2.5.3.1.e Any two or more individuals—who are either members of an Active Member co-op, representatives of an Associate Member, or Individual NASCO members—may submit a request for the creation of a Caucus to NASCO Staff, who shall bring such request to the NASCO Board or Executive Committee at their earliest availability. (11/2022)

### 2.5.3.2 Caucus Meetings and responsibilities

- 2.5.3.2.a Caucus meetings may be used for any purpose that facilitators and attendees choose, including social conversation or working toward a goal. (4/2021) (11/2022)
- 2.5.3.2.b Any Caucus may at a meeting add an item to a subsequent CLC agenda.
- 2.5.3.2.c Quorum for a Caucus meeting is two people. However, for a Caucus to make formal binding decisions at a meeting, or to make statements as the Caucus, a good faith effort must be made to solicit and enable participation from a broad base of NASCO stakeholders who hold the Caucus identity, at least two weeks in advance of the meeting. (11/2022)
- 2.5.3.2.d At Annual Meetings Only: Each Caucus Annual Meeting shall elect one to two people as Caucus Chairs, who have two primary responsibilities: 1) represent their Caucus at that year’s CLC Annual Meeting, and 2) serve as the point person for their Caucus for one year

until the following Caucus Annual Meeting. Some Caucus Chairs may also be elected to terms on the NASCO Board (see 2.5.4.2.e). (11/2022)

## 2.5.4 Collective Liberation Congress

### 2.5.4.1 Collective Liberation Congress Composition

- 2.5.4.1.a The Collective Liberation Congress includes the following members:
- (1) The Caucus chairs chosen by each formally recognized Caucus
  - (2) a CLC Chair (SEE BELOW, reference policy numbering), and
  - (3) the current NASCO Board members who were nominated by the Collective Liberation Congress in previous years. (11/2022)
- 2.5.4.1.b The Collective Liberation Congress is closed to other attendees besides the NASCO Vice President, those who attended previous caucuses, and those invited by the CLC. These are nonvoting invitees and may only participate at the discretion of the CLC.
- 2.5.4.1.c The Board member who serves in the Collective Liberation Congress Chair Board seat is responsible for facilitating the Collective Liberation Congress. This includes preparation (such as collecting the proposed Congress agenda items from the caucuses) and follow-up (such as following up with the NASCO Board and caucuses regarding the issues that were raised in the Congress). The CLC Chair may call on other Board members, especially those who were nominated by the Collective Liberation Caucus, to share these responsibilities.

### 2.5.4.2 Collective Liberation Caucus Meetings

- 2.5.4.2.a Unless otherwise specified within this section, quorum, notice, and decision-making process for the Collective Liberation Congress shall be the same as that of the NASCO Executive Committee. (11/2022)
- 2.5.4.2.b CLC meetings may be used for any purpose that members choose, including social conversation or working toward a goal. (11/2022)
- 2.5.4.2.c Quorum for the Collective Liberation Congress is 50% +1 person. (11/2022)
- 2.5.4.2.d At its Annual Meeting, the Collective Liberation Congress shall elect a Chair if the CLC Chair's seat on the NASCO board is vacant or due for reelection, and nominate replacements for any other NASCO board seats that the CLC is delegated that are vacant or due for reelection. When the PoC Caucus Chair Board seat is vacant or due for reelection, a current PoC Caucus Chair is nominated by CLC to fill it. When the Collective Liberation Congress Chair Board seat is vacant or due for reelection, a current Collective Liberation Congress Chair is nominated by CLC to fill it. (4/2021) (11/2022)
- 2.5.4.2.e Pursuant to Bylaw 6.1.e, The NASCO Board automatically accepts nominations by the Collective Liberation Congress to fill three NASCO Board director seats: a People of Color Caucus Chair seat, a Collective Liberation Congress Chair seat, and one additional seat for another Caucus Chair. These seats have two-year terms. (2/2006) (2/2007) (6/2020) (11/2022)

### 2.5.4.3 Collective Liberation Congress Responsibilities

- 2.5.4.3.a NASCO Community Agreements: The Collective Liberation Congress is responsible for making annual recommendations for changes to the NASCO Community Agreements used at public- and member-facing events, meetings, and training sessions. CLC's role is that of a consulting party, reviewing the plan and providing feedback and suggestions. (11/2022)

- 2.5.4.3.b Plan for Inclusion: The CLC is responsible for collaborating with the NASCO Board on the NASCO “Plan for Inclusion.” The NASCO Board is ultimately responsible for adopting, drafting and presenting the plan. CLC’s role is that of a consulting party, reviewing the plan and providing feedback and suggestions. (11/2022)
- 2.5.4.3.c Caucus and CLC Proposals: The Collective Liberation Congress shall be empowered to submit proposals on behalf of itself or a Caucus to the NASCO Board for consideration at a Board Meeting or at the AGM. (11/2022)

## 2.6 Personnel Committee (3/2008).

- 2.6.a The President of this organization and other organizations affiliated with NASCO shall constitute a committee to be known as the Personnel Committee. This committee is tasked with personnel oversight for the NASCO Family of organizations.
  - 2.6.b Affiliated organizations shall be defined by the board of NASCO and may be changed by a vote of that board.
- 2.6.1 Staff liaison.
    - 2.6.1.a The NASCO Director of Operations shall act as staff liaison to the Personnel Committee.
  - 2.6.2 Responsibilities of the Personnel Committee shall be:
    - 2.6.2.a Evaluate the Staff Collective as a whole and make recommendations based on that evaluation.
    - 2.6.2.b Respond to grievances and harassment complaints from staff members.

## 2.7 Planning Committee (3/2008).

- 2.7.a All organizations affiliated with NASCO shall send their Board president and up to two additional representatives to a committee to be known as the Planning Committee. This committee is tasked with strategic planning coordination for the NASCO Family [of Associations].
  - 2.7.b Affiliated organizations shall be defined by the Board of NASCO and may be changed by a vote of that Board.
- 2.7.1 Staff liaison.
    - 2.7.1.a The NASCO Staff Collective shall appoint a member who shall act as staff liaison to the Planning Committee.
  - 2.7.2 Responsibilities of the Planning Committee shall be:
    - 2.7.2.a Oversee planning for joint strategic planning meetings of the NASCO Family, which shall be held every 3-5 years, to develop joint “NASCO Family goals.” (7/2022)
    - 2.7.2.b Adjust and approve final wording for NASCO Family goals, after joint strategic planning meetings. (7/2022)
    - 2.7.2.c Work with staff to develop and approve annual NASCO Family action plans to achieve said NASCO Family goals.

- 2.7.2.d Monitor the results of NASCO Family action plan implementation and suggest adjustments as needed.
- 2.7.2.e Report on progress to the respective NASCO Family Boards.
- 2.7.2.f Assist in coordination of action between pursuit of NASCO Family goals and individual Board goals.

### 2.7.3 Frequency:

- 2.7.3.a Meets at least on a bimonthly basis (in even-numbered months).

### 2.7.4 Decisions

- 2.7.4.a Decisions of the Planning Committee shall be by concurrent majority; i.e., for a measure to be passed, a majority of representatives from each of the participating boards must vote in favor.

## 2.8 NASCO Planning Calendar:

- 2.8.a NASCO shall use the corporate planning Calendar which appears in the appendices of this document. (6/1988)

## 2.9 Individual Memberships for Board Members:

- 2.9.a All Board members and the Active Member Representative shall be considered Individual Members of NASCO for the duration of their terms, plus one year. (5/1987)

## 2.10 Board Member Job Description:

- 2.10.a The job description appearing in the appendices of this document shall be the job description for NASCO Directors. (6/1988)

### 2.10.1 Contracted Services:

- 2.10.1.a As a general rule, Board members contribute their labor to the Board and should expect no compensation. Under no circumstances may a Board member simultaneously serve on staff. However, in limited circumstances, the Board, on the recommendation of the Staff Collective, may enter into a contract with a Board member to perform services deemed necessary to furthering the mission of NASCO. NASCO will only enter into such agreements provided that:
  - 2.10.1.b 1) The Board determines that NASCO is entering into the agreement for its own benefit.
  - 2.10.1.c 2) The agreement is fair and reasonable (i.e., the Board would offer similar terms to someone who is not a board member).
  - 2.10.1.d 3) The Board approves the contract without counting the vote of the interested director, and with knowledge of the material interest. e.g. how much money is paid.)
  - 2.10.1.e 4) Prior to approval, the Board determines that NASCO could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.
- 2.10.1.f Any Board member who is being considered for such a contract must disclose his/her interest and must recuse him/herself from any decisions that may be seen as a conflict between the

Board member's material interest and the benefit of NASCO as an organization (e.g. the budget) (6/2007).

### 2.10.2 Code of Conduct:

- 2.10.2.a Board members shall provide written confirmation of consent to Code of Conduct from Board Members prior to their first meeting. Staff shall keep documentation on file at the NASCO Office. Failure to do so will not affect the applicability of the Code of Conduct or any of its provisions to Board Members. (See appendix) (5/10)

## 3 Chapter 3: Financial Policies

### 3.1 Borrowing for Cash-flow Purposes:

- 3.1.a When NASCO needs to borrow money for short-term cash flow purposes, its priorities shall be to borrow first from members, second from staff and friends, and third from other sources. NASCO will pay up to the prevailing rates of interest when borrowing from any source. Staff will be paid up to the share rate of interest offered by the University of Michigan Employees Credit Union. The Staff Collective may arrange such loans for short-term cash flow needs. All loans are to be reported to the Executive Committee. Unless otherwise approved in advance by the Executive Committee, loans shall not exceed \$10,000 (US) at any one time.

### 3.2 Quarterly Financial Statements:

- 3.2.a Quarterly financial statements shall be mailed to the Board of Directors no later than 45 days after the end of the quarter for which the statement is being prepared.

### 3.3 Internal Controls

- 3.3.a Internal Controls are processes for assuring achievement of an organization's objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations and policies. The staff collective will create and implement their own system of internal controls, which shall address any concerns raised in previous CPA financial reviews. Internal controls will be reviewed and approved annually by FiSus no later than February.

#### 3.3.1 Check-signing:

- 3.3.1.a All checks written by NASCO must be signed by one person out of a group of people who shall be authorized from time to time by the Board of Directors. The person who reconciles the account may not be an authorized check-signer. Also, reimbursement checks must be signed by someone other than the person who requested the reimbursement. (2/2007)

### 3.4 NASCO Investment Policy:

- 3.4.a The Staff Collective and the Treasurer are given authority to invest NASCO money in certificates of deposit or money market funds or other appropriate vehicles as funds are available. These investments are to be for periods not to exceed 120 days, unless approved by the Executive Committee (6/1981).

## 3.5 Capital and Contingency Reserve Fund (2/2002)

### 3.5.1 Allocation of money to Reserve Fund:

- 3.5.1.a NASCO shall allocate a minimum of 1% of its annual budget to a Reserve Fund, until such a time as the Reserve Fund exceeds US \$25,000. If circumstances permit, NASCO will allocate up to 3% of its annual budget to reserves. Reserve Fund money shall be put in a separate account in a financial institution, and the interest shall accumulate within this account. The amount of money in the Reserve Fund shall be capped at US \$25,000; however, accumulated interest will cause the cap to be exceeded.

### 3.5.2 Reserve Fund Expenditures:

- 3.5.2.a Money may not be removed from the Reserve Fund without a specific motion of the Board or of the Executive Committee. When money is required from this fund, the purpose shall be for a well-analyzed reason which is within the spirit and intent of the rationale for this policy.

## 3.6 Development Fees & Reserves:

- 3.6.a NASCO Shall establish and maintain a Development Reserve Fund. (4/2021)
- 3.6.b Money within the Development Reserve Fund shall only be used for purposes directly supporting cooperative housing development projects as defined in the NASCO Development Policies. (4/2021)
- 3.6.c The NASCO Board empowers staff to make allocations from the Development Reserve Fund up to \$10,000 with the consent of the Development Committee in compliance with NASCO policy. (4/2021)
- 3.6.d Any fees charged for Development services less corresponding project costs shall be placed into the Development Reserve Fund. (4/2021)
- 3.6.e The NASCO Board authorizes the Development Services Committee to approve variations from the Success Fee base rate. (4/2021)

## 3.7 Budget Process:

- 3.7.a The NASCO board shall approve any changes to member dues rates for the following membership year in accordance with the member dues process outlined in these policies. Changes made after the deadline to communicate rates may not be applied for the upcoming membership year, and must wait an additional year to be implemented. (4/2021)
- 3.7.b The NASCO Board shall approve Development Services fee base rates at the same time as the budget approval and record those rates in the budget. (4/2021)
- 3.7.c The NASCO Family budget will be brought to the board for approval annually during the spring meeting. This budget will be reviewed by the Financial Sustainability Committee in January and February in preparation for the spring meeting. (4/2021)

## 3.8 Member Dues:

### 3.8.1 Member Dues Assessment

- 3.8.1.a NASCO shall set the dues rates for the following membership year with enough time to communicate the new rates to member cooperatives annually prior to January 1. (4/2021)
- 3.8.1.b NASCO shall open the membership renewal period at least 45 days prior to the start of each membership year so that each member cooperative can submit a renewal form to communicate their current capacity. (4/2021)
- 3.8.1.c NASCO shall issue member dues invoices as soon as possible after membership renewals are submitted. (4/2021)
- 3.8.1.d Cooperatives that have a current membership agreement with NASCO but do not submit a membership renewal by 15 days prior to the start of the membership year may be invoiced based on the previous year's capacity. (4/2021)
- 3.8.1.e Annual membership dues are due by the 1st day of the membership year defined in Member Policies. (4/2021)
- 3.8.1.f Membership dues paid after the first day of the Membership Year are not prorated. Dues are for the entire membership year. (4/2021)

### 3.8.2 Active Member Dues— Housing Cooperatives:

- 3.8.2.a The annual dues for each housing cooperative Active Member shall be based upon the membership capacity of the cooperative during the membership year, and shall use a scale in which larger co-ops pay more per-member to account for economies of scale. (4/2021)
- 3.8.2.b The Active Member Dues rate may be capped at a maximum set by the Board of Directors. The cap set for the 2021-22 membership year is the rate for 400 members. (4/2021)
- 3.8.2.c The Active Member Dues Base Rate for the 2021-22 membership year is \$33CAD/\$27USD per each member housed in the cooperative. An additional scaling factor is added to each of 4 sizes: (4/2021)
  - +25% for Co-ops from 0-49 members (\$41.25CAD/\$33.75USD)
  - +50% for Co-ops from 50-99 members (\$49.5CAD/\$40.5USD)
  - +75% for Co-ops from 100-199 members (\$57.75CAD/\$47.25USD)
  - +100% for Co-ops from 200-400 members (\$66CAD/\$54USD)
- 3.8.2.d NASCO shall notify member cooperatives by January 1st of any changes in the Active Member Dues Rate for the upcoming membership year. (4/2021)
- 3.8.2.e All new Active Members will be assessed as of the date of their application and will pay dues at the New Member rate, defined as one third of the Active Member rate. A cooperative that has not been an Active Member in any of the previous 5 years shall be considered as a new Active Member upon application. (4/2021)

### 3.8.3 Individual Member Dues:

- 3.8.3.a The annual dues for individual membership shall be twice the Active Member Dues Rate per-member for the lowest tier. Individual members with income less than 50% of the Area Median Income (AMI) for their area of residence may pay the Active Member Dues Rate for individual membership. (4/2021)



### 3.8.4 Associate Member Dues:

- 3.8.4.a Annual dues for Associate members shall be .03% of gross annual revenue for their most recent fiscal year. The minimum annual dues shall be 5 times the Active Member Dues Rate for housing cooperatives per-member for the lowest tier. (4/2021)

### 3.8.5 Member Payment Plans

- 3.8.5.a Members may establish a dues payment plan with NASCO. (4/2021)
- 3.8.5.b NASCO Staff may negotiate and approve payment plans for the full amount of dues owed in a fiscal year, so long as those dues are repaid in full within the fiscal year. (4/2021)
- 3.8.5.c Any payment plan that includes a dues reduction or payment spread beyond a fiscal year requires NASCO Board approval. (4/2021)

## 4 Chapter 4: Member Policies

### 4.1 Membership Year:

- 4.1.a Active and Associate NASCO memberships are for the period of September 1st to August 31st of the following year. Annual Active and Associate membership dues are due by the first day of the membership year. Individual membership renewals are done on a rolling basis and will be for a period of one year from the dates of dues payment. (4/2020)

### 4.2 Eligibility for Member Services

- 4.2.a NASCO Members shall be entitled to the services provided to their membership type so long as they have paid dues in accordance with NASCO Policy, or are in compliance with an approved payment plan. (4/2021)

### 4.3 Member Services

#### 4.3.1 Services Provided to Active Members

- 4.3.1.a NASCO shall provide the following benefits for Active Members (4/2021)
- 4.3.1.b NASCO's shall maintain regular, personal contact with Active Members. NASCO staff shall attempt to visit 75% of all Active Members each year and shall allocate budgeted funds on a case-by-case basis to cover travel, particularly to distant members. (6/1980)
- 4.3.1.c Free annual health assessment; follow-up workshops and training as needed and based on NASCO staff capacity (4/2021)
- 4.3.1.d Up to five complimentary hours of consulting services (4/2021)
- 4.3.1.e Free participation in the Cooperative Internship Network (4/2021)
- 4.3.1.f Up to 50% discount on NASCO event registration fees (4/2021)
- 4.3.1.g Access to our job posting service (4/2021)

#### 4.3.2 Services provided to Associate Members.

- 4.3.2.a NASCO shall provide the following benefits for Associate Members (6/2004):
- 4.3.2.b A discounted Associate Member rate for registration at the Institute, the Staff and Managers Conference, and other NASCO events.
- 4.3.2.c A discounted hosting fee for the Internship Network.
- 4.3.2.d Elimination of fees for members of Associates participating in the Internship Network.
- 4.3.2.e A link on the NASCO website. (Amended 4/2021)
- 4.3.2.f Assistance by NASCO in organizing groups of people wishing to start and sustain new co-operatives.
- 4.3.2.g NASCO Publications, whether in printed or internet format.
- 4.3.2.h Access to members-only internet services.
- 4.3.2.i A discounted fee for training or consulting.

#### 4.3.3 Services Provided to Individual Members

- 4.3.3.a Up to 40% discount on NASCO event registration fees

### 4.4 4.3 Member Approval:

- 4.4.a NASCO staff shall approve applications for Individual, Associate, and Active membership as per membership criteria set in articles 3.1 and 3.2 of the NASCO Bylaws. (11/2014)

### 4.5 Member Voting

- 4.5.a The number of members recorded on the annual dues assessment shall be the basis for allocating votes to members, as per Bylaw 3.5, for all elections and membership votes during the membership year.

## 5 Chapter 5: Staff Policies

### 5.1 Introductions

#### 5.1.1 Purposes:

- 5.1.1.a The purpose of these staff policies is to ensure employees of uniform procedures regarding benefits, work rules, obligations to the organization and standards for ensuring accountability for staff and board members. NASCO wishes to maintain the efficiency of the organization through the appointment of competent persons and their retention under conditions that will be conducive to good morale and a good working environment.

#### 5.1.2 Scope of Policy:

- 5.1.2.a These policies cover all bona fide employees of NASCO. They do not cover persons or organizations that have been hired by contract to deliver special service(s).

### 5.1.3 Subject to Changes:

- 5.1.3.a The NASCO staff collective maintain staff policies and works with the Industrial Workers of the World Union to negotiate amendments with the NASCO Board of Directors. The Staff Collective shall have the ability to write internal staffing policies for operational issues, so long as they do not contradict these policies.

### 5.1.4 Personnel Committee:

- 5.1.4.a Any organization receiving staffing services from the Collective shall be represented on the Personnel Committee. The Personnel Committee is accountable to the NASCO Board of Directors. The Staff Collective is accountable to the Personnel Committee.

#### 5.1.4.1 Composition:

- 5.1.4.1.a Each organization will have two seats on the Personnel Committee. The default members of the Personnel Committee are the President and Vice President of each board, but each board will be able to appoint alternate representatives to the Personnel Committee at their own discretion, so long as one of those alternative representatives is seated on the appointing board's Executive Committee.

#### 5.1.4.2 Confidential Email:

- 5.1.4.2.a The Personnel Committee shall utilize the CoCo@nasco.coop email list for recording and sharing all official agendas, meeting minutes, reports, and formal decisions and shall copy such non-confidential communications to the Collective. The Committee shall also use this email address to receive confidential communications such as grievances (see Section 5.9.2.c). No staff members and no persons not on the Personnel Committee shall be subscribed to this list or have access to its archives. No staff or contractor of NASCO shall attempt to view, transfer, publish, or otherwise gain access to the archives of this list without the explicit permission of the chair of the Personnel Committee.

### 5.1.5 Staff Liaison:

- 5.1.5.a The Staff Collective shall appoint a liaison responsible for relations with the acting Personnel Committee.

### 5.1.6 Employee Input:

- 5.1.6.a The Staff Liaison and Personnel Committee should solicit the input of each staff member on personnel issues.

### 5.1.7 Board Liaison:

- 5.1.7.a The NASCO Board shall appoint a director responsible for liaising with staff. This person shall not serve on the Personnel Committee.

### 5.1.8 NASCO Properties General Manager (NPGM):

- 5.1.8.a The NASCO Staff Collective shall select one staff member to serve as the NASCO Properties General Manager (NPGM). This selection will reflect the needs of the NASCO Properties Board of Directors as stated in the contract for management services negotiated between the NASCO Properties and NASCO boards. The NASCO Properties board shall evaluate how

well the requirements of their management services contract are being met by NASCO each year.

## 5.2 General Standards

### 5.2.1 Equal Employment Opportunity:

5.2.1.a NASCO provides equal employment opportunities to all eligible persons without regard for race, color, religion, gender, family status, sexual orientation, national origin, age, physical impairment, or political affiliation.

### 5.2.2 Staffing Contract:

5.2.2.a NASCO staff are employed according to the terms of a staffing contract, negotiated between the staff collective and the NASCO board. The staff shall be represented by the Industrial Workers of the World (IWW) in any such negotiations.

### 5.2.3 Harassment Policy:

5.2.3.a It is illegal to harass others. Harassment includes display or circulation of written materials or pictures degrading on the basis of their age, gender, color, national origin, religion, marital status, citizenship, disability, or other personal characteristics; verbal abuse or insults directed at or made in the presence of members of a racial, ethnic or minority group, "jokes" about ethnic and other groups or other personal characteristics.

5.2.3.b Harassment also refers to behavior that is personally offensive, impairs morale and interferes with the work effectiveness of employees. Any harassment of employees or directors by other employees or directors will not be permitted, regardless of their working relationship.

5.2.3.c In particular, the workplace must be an environment free from sexual remarks, unwelcome sexual advances, and other verbal or physical harassment on the basis of gender. Such sexual harassment not only undermines the dignity of the NASCO community, but also is also unlawful. Therefore, it will not be tolerated. Further, any retaliation against an individual who has complained about harassment, or has cooperated with an investigation of harassment is also unlawful and will not be tolerated.

5.2.3.d Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature.

5.2.3.e While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct, which, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- \* Direct or implied requests by a supervisor for sexual favors in exchange for favorable reviews, salary increases, promotions, or continued employment;

- \* Repeated sexual flirtations, advances, or propositions where the overture is rejected;

- \* Uninvited physical contact, i.e. hugging, kissing, patting or pinching;

- \* Continuing to touch an individual in a traditionally nonsexual area of the body after being informed that such contact is not welcome;

- \* Jokes or stories of suggestive nature;

- \* Display of sexually suggestive or explicit pictures or objects;

\* Comments of a sexual nature about a person's body, appearance, or lifestyle, or descriptions of another in sexual terms;

\* Conduct that is sufficiently severe or commonplace that a reasonable person would find the work environment of an individual to be hostile or abusive.

\* Harassing conduct consistently targeted at individuals of one sex, such that the intent to harass on the basis of sex may be inferred.

- 5.2.3.f Employees who engage in sexual or other forms of harassment will be subject to discipline appropriate to the specific circumstances, including, but not limited to, termination of employment according to the NASCO Grievance Policy.
- 5.2.3.g If a staff member believes they have been subjected to sexual or other forms of harassment, or if they are aware of sexual or other forms of harassment occurring in the workplace, they have a right and responsibility to address it and be taken seriously.
- 5.2.3.h Depending on the severity and frequency of the behavior, it might be possible for an individual to address their concerns to another individual directly, to resolve the issue at a staff meeting, or to get assistance from other members of the NASCO, including members of the feminism, anti-racism, and/or anti-oppression task forces, to resolve the situation informally.
- 5.2.3.i However, if a staff member believe harassment may be involved, they are under no obligation to attempt to resolve the situation informally as above, and they are encouraged to make a formal report to a member of the Personnel Committee. It is the goal of NASCO that all harassment be reported so that NASCO can promptly take measures to stop the harassment.
- 5.2.3.j If a formal harassment complaint is made to a member of the Personnel Committee, it will be their responsibility to verify the safety of the person making the complaint and to convene an emergency Personnel Committee meeting as soon as practicable.
- 5.2.3.k The Personnel Committee will endeavor to conduct a prompt, thorough investigation of reports or complaints of sexual or other forms of harassment. However, the specific formal or informal action that NASCO takes will vary with the circumstances. Out of respect for the safety of all employees, NASCO will endeavor to ensure that the workplace is safe for anyone making a complaint. In a small office, this may, if necessary, require the personnel committee to ask that an employee accused of harassment stay away from another, or out of the office and/or other NASCO events entirely, while an investigation proceeds. Out of respect for the privacy concerns of all employees, NASCO will try to conduct the investigation in such a way as to maintain confidentiality to the extent appropriate under the circumstances.
- 5.2.3.l All employees should take special note that retaliation against an individual who has complained about sexual or other forms of harassment, and retaliation against individuals for cooperating with an investigation of a sexual or other harassment complaint, is unlawful and will not be tolerated by NASCO.

## 5.2.4 Conflict of Interest:

- 5.2.4.a All NASCO employees are expected to perform their responsibilities diligently, legally, honestly, in good faith and in furtherance of NASCO's mission. Employees who have an actual or potential conflict of interest in performing their duties must disclose the conflict in writing in a timely fashion to the Collective, so that the Collective can determine how best to avoid or manage the conflict. Employees must be sensitive to situations that may pose a conflict of interest or the appearance of a conflict of interest so that they are perceived at all times as professional and ethical in performing their duties.

- 5.2.4.b A conflict of interest exists where an outside activity of the employee competes with or diminishes the interest of NASCO or interferes with the employee's performance of duties on behalf of NASCO. A conflict of interest also occurs when the outcome of a decision that should be made in the best interest of NASCO conflicts with the personal or economic interest of the employee or person with whom the employee has a personal relationship. An employee may not participate, directly or indirectly, in decisions involving a benefit (such as employment, promotion, compensation, work assignments, supervision, other working conditions, or purchasing or use of goods, services or equipment) for those persons or entities in a personal relationship with the employee, including the following:
- \* family members, defined as being a spouse, domestic partner, a person with whom the employee has an intimate relationship, persons related by blood, adoption or marriage to the employee (including children, grandchildren, parents, siblings, aunts, uncles, cousins, nieces, nephews and their spouses), and persons residing in the same household,
  - \* persons or entities with a business or professional relationship with the employee,
  - \* any company or other entity in which the employee or a family member has an ownership interest (excluding such interests held through mutual funds for which the individual has no control over the investment decisions of the fund)
  - \* or any entity for which the employee serves as an officer, partner, director, or employee, or consultant.
- 5.2.4.c In order to avoid a conflict of interest or the appearance of a conflict, the definition of "relationship" covered by this policy should be interpreted expansively. In considering whether a relationship falls within this policy, employees should disclose the facts in writing pursuant to this policy and seek guidance.
- 5.2.4.d The following situations are likely to produce a conflict of interest. Employees shall take particular care with:
- 5.2.4.e \* Personal relationships (as defined in 5.2.4.b) between employees. Given the consensus basis for decision-making for the Collective, such a relationship creates a prima facie conflict of interest. Employees may not form such relationships with other members of the Staff Collective without prior written approval by the Collective.
- 5.2.4.f \* Personal relationships (as defined in 5.2.4.b) with members of the NASCO board or directors, officers, or employees of other organizations receiving staffing services from NASCO.
- 5.2.4.g \* Personal relationships (as defined in 5.2.4.b) with directors, officers, or employees of NASCO-member co-ops or other organizations conducting regular business with NASCO.
- 5.2.5 **Professional Conduct:**
- 5.2.5.a All staff members of NASCO shall act in a professional and respectful manner while conducting work activities and while interacting with board members, officers, employees and members of NASCO-member co-ops and other entities that conduct regular business with NASCO. Staff members recognize that their behavior at any time may reflect on the reputation of the organization and impact the relationships and partnerships of NASCO. Staff members shall also maintain an awareness of their privilege and power when interacting with member co-ops and not
- 5.2.5.b In particular, Staff members shall avoid activities that may negatively impact NASCO's reputation during non-work time while in the presence of board members, officers, employees and members of NASCO-member co-ops. Such activities include, but are not limited to: illegal

activities, disrespecting members of co-ops, soliciting business outside the scope of NASCO, soliciting intimate, romantic, or sexual relationships.

- 5.2.5.c Staff members recognize that NASCO relies on the goodwill and hospitality of member coops in hosting staff during business travel in order to provide services cost effectively. Staff members shall not jeopardize this essential asset.

## 5.3 Employment

### 5.3.1 Employment Status:

- 5.3.1.a In general, NASCO employees will fall into two categories: staff collective members and temporary staff or contractors.

#### 5.3.1.1 Staff Collective Members:

- 5.3.1.1.a All permanent staff members shall be members of the Staff Collective. Operational and personnel decisions shall be made by a mutually agreeable consensus of the staff collective members. The Staff Collective is accountable to the NASCO Family Personnel Committee.

#### 5.3.1.2 Temporary Staff:

- 5.3.1.2.a The Staff Collective may hire hourly and temporary staff - part time assistants, interns, work-study staff, and volunteers - as needed and within NASCO's budget, to carry out NASCO's activities. Temporary Staff are responsible to the Staff Collective. The Staff Collective shall assign a collective member as supervisor for each temporary staff. No temporary staff member shall be employed for more than 6 months in any calendar year; each temporary staff shall be terminated after 6 months of employment in a calendar year, unless they have been hired permanently onto the Staff Collective.

#### 5.3.1.3 Contractors:

- 5.3.1.3.a The Staff Collective may hire contractors as needed and within NASCO's budget, to carry out NASCO's activities. Contractors are neither employees nor members of the Staff Collective. The Staff Collective shall assign a collective member to be the primary contact to manage any contract for services.

### 5.3.2 Hiring

- 5.3.2.a The Hiring Committee shall have the power to hire employees of NASCO. The Hiring Committee shall be composed of members of NASCO Staff Collective, the Interim Personnel Manager, and one member appointed by each board provided staffing services by NASCO Staff Collective.
- 5.3.2.b Newly hired employees will be on probation for the first 90 days of employment, during which time the staff member on probation will not have a formal vote in the decisions of the staffing collective. At any time before the end of the 90 day period, the Staff Collective shall evaluate the employee. If the evaluation is satisfactory, the employee will be removed from probation. If the evaluation is not satisfactory, the staff Collective shall outline a future course of action including but not limited to, additional probation, more detailed reporting, additional support from other staff, termination, etc. Employees on probation are considered at-will employees, and may be terminated with or without cause by the Staff Collective.

5.3.2.c Applications for job openings must be in writing. Staff Collective may request additional information from applicants during the interview and hiring process.

### 5.3.3 Termination:

5.3.3.a Staff Collective members who have completed their initial probationary period shall not be discharged or otherwise disciplined except for just cause. Except under circumstances where the employee's conduct constitutes or creates a hazard to Employees, Directors, or members or gross misconduct, no Staff Collective members shall be terminated unless they have received written warning from the Staff Collective (with the advice of the Personnel Committee), including a statement of actions required to address the issue(s) raised in the written warning, and has been given a reasonable period of time to carry out such actions.

5.3.3.b Whenever the Collective issues a written warning to a staff member, a representative of the Collective shall also discuss the warning with the employee and provide an opportunity for the staff member to ask for clarification of and give a response to the issue(s) presented.

5.3.3.c Temporary employees are employed on an "at will" basis and subject to discharge at any time with or without cause and shall not require a warning before termination.

5.3.3.d The Staff Collective shall make the final decision to terminate employees. The decision will be made by a consensus of the Collective, with the staff person up for termination recusing themselves from the decision. The Staff Collective will make decisions to terminate or suspend any Staff Collective member with the advice of the NASCO Family Personnel Committee. The Staff Collective is accountable to the NASCO Family Personnel Committee.

5.3.3.e If an employee has acted dishonestly or has performed a deliberately malicious act against the best interests of NASCO they may be terminated immediately by a consensus decision of the Staff Collective upon being given notice. NASCO will pay not severance pay in such cases. (1/2013)

## 5.4 Employee Evaluation/Disciplinary Action

### 5.4.1 Warnings

5.4.1.a Warnings may be issued by the Staff Collective, and all warnings will be reported to the Personnel Committee. The Personnel Committee can recommend that a warning be issued based on these Staff Policies, the terms of the Staff Contract, or information brought by members or colleagues of NASCO. Warnings must be in writing.

5.4.1.b Warnings may be issued for inadequate work performance or for problems in relating to other employees, directors, or members. The warning must clearly indicate the problem, what corrective steps must be taken by the employee to improve the situation, and on what timetable those steps must be taken.

### 5.4.2 Staff Collective Evaluation

5.4.2.a The Staff Collective as a whole shall be evaluated by the Personnel Committee each year, based on these Staff Policies and the Staff Contract. The Personnel Committee shall be responsible for the design and the implementation of reviews of the Staff Collective, and the preparation of a report to be presented to the Staff Collective. This report may include commendations, as well as any recommendations for pay rates, written warnings, changes to job descriptions, or other issues that the Personnel Committee finds noteworthy.



- 5.4.2.b If the Personnel Committee finds that the Collective have not satisfactorily performed the work of NASCO according to this contract, they shall indicate in the written report, all such deficiencies and remedies, if known. The Collective shall respond, in writing within 30 days, with a plan for redressing each deficiency, including action steps, individuals tasked with action steps, and timeline for completion. A representative for the Collective shall meet with the Personnel Collective as requested by the Personnel Committee but not more frequently than every 14 days to report on the Collective's progress in resolving the deficiencies.
- 5.4.2.c Severability. If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of the agreement and any other application of such provision shall not be affected thereby.

### 5.4.3 Staff Member Evaluations

- 5.4.3.a The Staff Collective shall evaluate each member of the Staff Collective's individual performance according to their job description, the Staff Policies, and the terms of the Staff Contract. The Staff Collective shall seek input from all Staff Collective members, from Directors of associated boards, or from NASCO members or outside organizations. The Staff Collective's evaluation methods for individual employees will be approved by consensus of the Staff Collective. Any individual responses to an Evaluation survey may be completed anonymously.
- 5.4.3.b Individual staff evaluations must be conducted at least once per year. The Staff Collective will generate a report on the findings within six weeks of the initiation of the evaluation, including any decisions made based on the evaluation (extending or renewing probation, suspension, warnings, termination, or other responses as defined in these policies). The Staff Collective will make any final decisions on actions that result from the Evaluation. This evaluation shall be shared with the Personnel Committee, and shall be placed into the employee's personnel file.
- 5.4.3.c Staff Evaluations shall include a discussion and an opportunity to ask for clarification or any assistance or resources the staff member being evaluated will need to meet the conditions laid out in the report, as well to give rebuttals to the contents of the report in writing.
- 5.4.3.d A change in salary level may be recommended or requested at any time, including as part of an excellent performance review or as part of a change in position. Changes in salary level are dependent on the financial ability of NASCO to provide the increases as well as on the merit or seniority of the employee. The Staff Collective will make a decision on change in salary level within the limits set in the NASCO budget.

## 5.5 Compensation

### 5.5.1 Goals:

- 5.5.1.a The goals of NASCO's compensation structure are to equitably compensate staff, to encourage staff commitment and loyalty to NASCO, and to encourage teamwork among the staff.

### 5.5.2 Criteria:

- 5.5.2.a The following criteria may be used in determining salary levels, hourly pay levels, and raises for NASCO staff:
  1. Skill level of employee in relation to job description
  2. Employee evaluations

3. Seniority
4. Federal and state living wage standards
5. Pay levels in comparable positions in other organizations
6. Increases in the cost of living over time
7. Cost of living in the metro area in which any satellite offices are located
8. NASCO's ability to pay

### 5.5.3 Pay Period:

- 5.5.3.a Staff Collective members will be paid on a monthly basis. Temporary staff will be paid weekly. Contractors will be paid based on the terms of the contract for services.

## 5.6 Benefits

- 5.6.a Benefits shall accrue only to salaried staff members. Hourly and temporary employees are only entitled to unpaid leave and health care as described in this section.

### 5.6.1 Holidays:

- 5.6.1.a Staff collective members are entitled to ten paid holidays, plus the number of workdays which fall between 12/25 and 1/1. Employees shall be entitled substituted holidays for the observed holidays or employee vacation days listed in this policy. Traditionally, the paid holidays have been New Years Day, Martin Luther King Birthday (observed), May Day, Memorial Day, Independence Day, and New Years Eve, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. If these days fall on a weekend, a suitable substitute day shall be chosen by the Staff Collective. The staff also receives one scheduled compensatory day: NASCO day, a day after the Institute.

### 5.6.2 Vacations:

- 5.6.2.a Full time (30+ hours per week) Staff are entitled to 15 days paid vacation days per year in the first two years of employment and 20 days per year in subsequent years. Vacation days will be prorated for staff members who work part of a fiscal year, or for staff working fewer than 30 hours per week.

### 5.6.3 Vacation time accrual:

- 5.6.3.a Vacation Days may not be accumulated and shall not accrue beyond the end of the NASCO fiscal year unless by consent of the Staff Collective. At the time a person leaves NASCO's employ, no more than 10 days unused vacation time may be paid. If termination occurs for reasons of dishonest or malicious behavior as per policy 4.334, no vacation days shall be paid. In the event of a normal resignation, any unused vacation time may be paid out at the discretion of the Staff Collective.

### 5.6.4 Unpaid Leave:

- 5.6.4.a Unpaid leave may be approved by the Staff Collective, so long as the leave does not interfere with the operations of NASCO. The Personnel Committee will be informed of any unpaid leave that has been approved by the Staff Collective.

### 5.6.5 Compensation Time:

5.6.5.a Staff can accrue compensation time for hours worked above the number of hours per week listed in the employee's job description. Compensation time must be taken within three months after it is accrued unless special permission is granted by the Staff Collective. Compensation time shall be accrued at a straight time rate and may only be taken as time off (and never paid out). At the time a person leaves NASCO's employ, no compensation time will be paid.

### 5.6.6 Travel Time:

5.6.6.a Travel time shall count as hours of work. In the normal course of business, Staff is not expected to travel more than 12 weekends per year and no more than two in a single month.

### 5.6.7 Sick Time:

5.6.7.a Employees shall be entitled to sick time on an as needed basis. Use of sick time shall be monitored by the Staff Collective, and the use of sick time will be reported on time sheets.

### 5.6.8 Bereavement Time:

5.6.8.a Salaried employees shall be entitled to up to 5 days with pay to attend the funeral of an immediate family member.

### 5.6.9 Maternity/Paternity Leave:

5.6.9.a Collective members shall be entitled to leave for childbearing by an employee or an employee's spouse/partner. This leave shall be limited to 10 working days with pay and 15 working days with pay at half the employee's regular salary. Additional unpaid leave may be requested under 'unpaid leave'.

### 5.6.10 Sabbaticals:

5.6.10.a All employees shall be eligible for a sabbatical leave, with pay, of up to 40 working days (2 months) for each five years of employment. The first sabbatical may not be taken until the employee has worked for NASCO for at least four years and six months. Sabbatical leave cannot be accrued and will not be paid out on the departure of a staff member. Sabbatical will be subject to approval of the Staff Collective and in consultation with the Personnel Committee.

### 5.6.11 Credit Union Membership:

5.6.11.a All NASCO employees residing in Michigan are eligible for membership in the University of Michigan Employees Credit Union. All NASCO employees residing in the Chicago Metro area will be eligible for membership in the North Side Community Federal Credit Union. When establishing satellite offices NASCO will work to establish credit union membership eligibility for employees locally.

### 5.6.12 Health Care:

5.6.12.a NASCO will maintain a health care plan for its employees. All employees (salaried and hourly and temporary) are eligible to be insured under the plan. Members of the Staff Collective shall have 100% of the plan paid for by NASCO, Hourly employees must pay 100% of their own coverage, unless a special arrangement is made with the Personnel

Committee. NASCO will refund 80% of Staff collective members' deductible above \$100 up to a total of \$320 per fiscal year. The spouse or domestic partner of a NASCO employee is also eligible to be insured under the plan. 100% of the cost of such coverage will be deducted from the salary of the affected employee.

#### 5.6.13 Health Supplement:

- 5.6.13.a NASCO will reimburse employees up to \$8 per month for supplies related to birth control or prevention of sexually transmitted diseases.

#### 5.6.14 Child Care Support:

- 5.6.14.a NASCO will pay 25% of the cost to any employee (up to a maximum of \$200 per month per employee) for the enrollment of their child in any certified child-care facility.

#### 5.6.15 Payroll Taxes:

- 5.6.15.a NASCO shall pay all relevant payroll taxes as required by law including social security, Medicare and unemployment.

#### 5.6.16 Jury Duty:

- 5.6.16.a NASCO will pay employees required to report for jury duty or witness duty the difference between their regular salary and what they receive from the court as daily fees.

#### 5.6.17 Secure Line of Credit:

- 5.6.17.a Upon approval by the Staff Collective, all NASCO employees are eligible for up to a \$500 secured line of from a credit union in their area, for the purpose of building a line of credit. Employees will be able to extend this line of credit for their spouse or domestic partner, provided that the employee is ultimately responsible for repaying the amount to NASCO if the line of credit goes into default.

#### 5.6.18 Subsidized commuting:

- 5.6.18.a NASCO will subsidize 50% of public transit commuting costs for full-time staff residing in metro areas, up to a maximum of \$400/year.

### 5.7 Miscellaneous Staff Policies

#### 5.7.1 Employee Files:

- 5.7.1.a NASCO will maintain files for each employee. This file will contain
- 5.7.1.b Statistical information on hiring such as date, title, rate of pay, etc.
- 5.7.1.c Information on changes of status at NASCO
- 5.7.1.d Resume of employee
- 5.7.1.e Evaluations of employee including disciplinary actions and records of official grievances
- 5.7.1.f Letters of recommendation from NASCO and other employers

5.7.1.g Commendations and Warnings

## 5.7.2 Job Descriptions:

5.7.2.a Each member of the Staff Collective shall have a written job title and job description. The Staff Collective may propose changes to Job titles and descriptions from time to time. New or changed job descriptions must be approved by the Personnel Committee and Staff Collective and will be considered addenda to this contract.

## 5.7.3 Disability

5.7.3.a In the event a regular employee becomes disabled, a reasonable effort will be made to accommodate the employee's continued employment if the employee can still perform the essential functions of his or her job as defined in Exhibit A.

5.7.3.b NASCO will not be required as a reasonable accommodation to create additional employment that NASCO would not otherwise have created. NASCO will also not be required to discharge another employee, transfer an employee with more seniority, or promote any employee who is not qualified to do a job.

5.7.3.c If a pregnant employee requests a temporary transfer to a less strenuous or less hazardous available and necessary position for the duration of the pregnancy, the transfer will be made if it reasonably can be accomplished

## 5.7.4 Safety

5.7.4.a Employees have a right to a safe working environment and are required to consider safety at all times.

5.7.4.b Each employee must receive safety training related to his or her job assignment before starting work.

5.7.4.c Each employee is expected to take part in periodic safety training and to have it documented in his or her personnel file.

5.7.4.d Any employee who is injured or involved in an accident on the job is required to fill out an accident report.

## 5.8 Reporting and Accountability –

5.8.a The NASCO Staff Collective will work to provide transparency for all boards which contract with NASCO for staffing services on the time and resources spent.

### 5.8.1 Staff Reports:

5.8.1.a The Staff Collective shall create a staff report to share with all boards receiving staffing services through NASCO, which shall be presented no less than once per fiscal quarter. The staff reports will contain information on operations, governance, and compliance with the NASCO Family Strategic goals, as well as progress on any items required of the Staff Collective as a result of the annual review conducted by the Personnel Committee. The contents of these staff reports may be used as the basis for annual reports to be published by NASCO for the benefit of NASCO's members and partner organizations.

### 5.8.2 Time Sheets:

- 5.8.2.a Each staff member shall use the same standardized format for a Time Sheet. The Time Sheet will track the use of staff time in quarter hour increments according to program areas. The Time Sheet will also track any sick time, compensation time, or substituted vacation time. Reports based on these time sheets shall be presented to all boards receiving staffing services from the Staff Collective.

### 5.8.3 Training and Operational Materials:

- 5.8.3.a Any personnel training materials or internal operational documents created by the staff in carrying out their duties shall be available for review by the Personnel Committee.

## 5.9 Grievances

### 5.9.1 Definition of a Grievance:

- 5.9.1.a For the purposes of this policy, examples of grievances include but are not limited to: serious concerns about another employee's performance or representation of NASCO, harassment of any kind as defined in these policies, a conflict resulting from a failure on the part of the Staff Collective to follow internal policies, or an intractable conflict that requires outside intervention.
- 5.9.1.b For the purposes of this policy, general disagreements and issues of conflicting personalities, differences in opinion on policy issues, workspace sharing or scheduling, or normal differences in personality or communication that do not rise to the level of harassment are not considered grievances and would be resolved through an alternative conflict resolution process, as defined by the Staff Collective. Issues and concerns resolved through the Staff Collective's internal conflict resolution process shall not be recorded in an employee's personnel file. Any of the above examples may still be an example of a grievance if they involve harassment as defined in these policies, or non-performance of a staff member's duties as defined in a job description or performance review.

### 5.9.2 Grievance Process

- 5.9.2.a If any NASCO employee believes that the internal NASCO staff policies have been disregarded or not properly followed, the employee (hereafter referred to as "the complainant") shall first attempt to resolve this issue through direct conversation with the party in question, either one-on-one or through the Staff Collective. If the complainant is unable to or unsuccessful in resolving the conflict, the complainant shall initiate a formal grievance process (outlined below). The Staff Collective may also request by consensus another process, such as undergoing mediation by a third party. Any decisions on methods used to resolve a grievance or labor dispute will be the democratic decision of the Staff Collective.
- 5.9.2.b A complainant may initiate a preliminary conversation with other staff, members of the Personnel Committee ("Personnel Committee"), and/or relevant board members to explore whether the issue should be filed as a formal grievance or if the issue can be resolved by other means. During such a preliminary phase, the confidentiality of the complaint shall be kept and the person who is the subject of the potential grievance shall not be alerted to this process. In order to preserve confidentiality, the Staff Collective and Personnel Committee members should consider discussing the issue by phone or in person, and should assume that any emails or other written communication may not remain confidential.

- 5.9.2.c If the complainant wishes to file a formal grievance, they must submit it in writing to the Personnel Committee. It is strongly recommended that such grievances be sent electronically to [coco@nasco.coop](mailto:coco@nasco.coop). The grievance shall outline how these policies have been disregarded and providing a course of action and timeline for NASCO to respond to the situation.
- 5.9.2.d Within 72 hours of a grievance being filed, the complainant will receive a formal response from the Personnel Committee, which will acknowledge receipt of the grievance and also outline the process for investigating and responding to a grievance as outlined in these policies. Any formal grievance must be investigated, and cannot be dismissed without the consent of the complainant.
- 5.9.2.e Within no more than 10 days of a grievance being filed, the Personnel Committee will convene a meeting to discuss the contents of the grievance with the complainant. The Personnel Committee will have the ability to suspend a member of the Staff Collective from duty with pay for up to 2 weeks in order to investigate the contents of the grievance. In the event of a suspension, the Personnel Committee must notify the Staff Collective and the suspended Staff Collective member on the same day of the suspension, and must explain that the suspension is related to a grievance and also how long the suspension is expected to last. In the event of a suspension, the suspended Staff Collective member's email or other NASCO passwords may be changed, or communications automatically forwarded to other staff.
- 5.9.2.f Within 4 days of the first meeting of the Personnel Committee to respond to the grievance, the person against whom a grievance is being filed (hereafter referred to as "the respondent") will be notified of the grievance. When notifying the respondent that a grievance has been filed, the Personnel Committee shall protect the confidentiality of the complainant, acknowledge receipt of the grievance, and also outline the process for investigating and responding to a grievance as outlined in these policies. At this point, neither the specific nature of the grievance nor the identity of the complainant need be shared with the respondent. The content of the grievance shall be shared with the respondent as in 5.9.3.b.
- 5.9.2.g Within 10 days of the first meeting of the Personnel Committee the Staff Collective and the members of the NASCO family boards will be informed via email to the board mailing lists that there is a grievance process taking place. If a member of the Staff Collective is suspended, the Boards will be informed immediately. The specific details of the grievance will remain confidential, but the existence of the process needs to be made known to all the NASCO family boards.
- 5.9.2.h While it may be difficult to know how long an investigation might take, the Personnel Committee must make a report to the NASCO Family boards and the Staff Collective within 14 days of the first meeting to report the grievance. This report may not reveal the identity of the complainant without their consent, nor the specific details of the grievance. In the event that the investigation is not yet complete, the report must give an update on the progress of the investigation and specific dates by which the Personnel Committee will make follow-up reports, and follow-up reports must be made within 14 days of the last report.
- 5.9.2.i In the event that the respondent resigns, the grievance is withdrawn before the grievance process is concluded, or if the grievance process is unable to be concluded for any other reason, the Personnel Committee will file a report on the grievance leading up to the end of the grievance process. This report must not contain any personal details without the consent of those involved, but may make policy or staff evaluation recommendations to the Staff Collective. This report will be made available in the same manner as any other report detailing the result of a grievance process.

### 5.9.3 Investigation of Grievances

- 5.9.3.a The purposes of a grievance investigation are to (A) determine the facts relevant to a situation and to (B) recommend a course of action to the parties involved.
- 5.9.3.b The Personnel Committee will give the respondent a copy of the grievance statement, after making any edits necessary to maintain the confidentiality of the complainant, and request that the respondent submit a written statement responding to the complaints and presenting any other information the respondent believes is relevant to the investigation.
- 5.9.3.c Personnel Committee may conduct interviews with any party in order to determine the facts and circumstances of the grievance. The interviews should maintain the confidentiality of all parties involved, to the greatest extent possible. Minutes from these interviews shall be recorded, with interviewees remaining anonymous, unless otherwise requested by the interviewee.
- 5.9.3.d Personnel Committee may gather other evidence, including but not limited to emails in @nasco.coop accounts, or documents and files stored in the NASCO offices or any NASCO digital storage systems. Staff shall provide Personnel Committee access to any information and files requested.

### 5.9.4 Documentation of Grievances

- 5.9.4.a Upon the completion of the Grievance Process as outlined in these policies, Personnel Committee shall prepare a report that will be shared with the NASCO Family boards and NASCO Staff Collective via email within 1 week. This report, while maintaining the confidentiality of those involved, shall explain that a grievance was filed, the general nature of the grievance, the steps that were taken to investigate the grievance, and Personnel Committee's recommendations to the Staff Collective for resolving the grievance (including but not limited to placing a staff member on probation, requiring mediation, a change in the respondent's duties, or termination of the respondent).
- 5.9.4.b The personnel file of the respondent shall include: the original grievance, with the complainant's name or other personally identifying information redacted unless they explicitly state that they want to be named; any written response by the respondent; a written record of any interviews that took place as part of the investigation, with interviewees' names redacted unless they explicitly state that they want to be named, the report produced in section 4.941 and a list of steps taken in the investigation along with their dates.

### 5.9.5 Recusal from Investigations:

- 5.9.5.a In the event that a member of Personnel Committee is named in the grievance in question, or if there is some other extraordinary circumstance, such as a question of conflict of interest identified for a member of Personnel Committee, the staff collective could recommend that Personnel Committee delegate the grievance, or that the affected member of Personnel Committee recuse themselves from the process. In any case in which a member of Personnel Committee is individually named in the grievance in question, that member of Personnel Committee shall recuse themselves from this grievance process.
- 5.9.5.b If the Staff Collective believes that NASCO has not sufficiently resolved the issue, the staff collective will not be barred from using any internal methods within the Staff Policies to resolve the issue themselves.



## 5.10 Scope of Work

- 5.10.a The NASCO Staff Collective shall be responsible for:
- 5.10.b Financial administration of NASCO, including but not limited to:
- 5.10.c Payment of amounts payable, in accordance with the Budget, and Policies of NASCO.
- 5.10.d Collecting amounts receivable, in accordance with the Budget and Policies of NASCO.
- 5.10.e Keeping complete financial records, as required by law and policy, and providing timely financial reports to the Board.
- 5.10.f Managing the physical assets of NASCO.
- 5.10.g Filing reports and returns with all governmental agencies to keep NASCO in good standing and maintaining its tax status.
- 5.10.h Preparing materials and logistics for all governance functions: AGM, board meetings, committee meetings.
- 5.10.i Implementing NASCO's program's in accordance with NASCO's policies, including, but not limited to:
  - Organizing educational events
  - Creating educational materials
  - Providing trainings
  - Providing direct consulting or technical assistance services
  - Advocating for the needs of member co-ops
  - Providing professional and/or management services to other organizations.
- 5.10.j The management of staff within the Staff Collective in collaboration with the Interim Personnel Manager, including hiring, firing, and evaluation processes [as further described in this contract].
- 5.10.k Complying with all reporting and accountability requirements of this contract.

## 6 Chapter 6: Miscellaneous Policies

### 6.1 Legislative Activity:

- 6.1.a NASCO will make decisions on legislative activity on an issue-by-issue basis. NASCO staff or Board member will bring to the Board or Executive Committee meetings issues they think are worthy of staff time, and the Board/Executive Committee will decide on time to be allotted, if any. Staff may allot available time at their discretion. (11/78)

### 6.2 Registered Agent:

- 6.2.a NASCO's registered agent in the State of Michigan is James R. Jones.(3/1983)

### 6.3 Employee Bonding:

- 6.3.a NASCO shall bond all employees and shall carry liability/property insurance. Current bonding level is \$20,000. (9/1988)

## 6.4 Archiving Records:

- 6.4.a Staff is authorized to archive records at the University of Michigan Bentley Collection, retaining all legally required records.(1/1984)

## 6.5 Executive Director Signature:

- 6.5.a With the permission of the Executive Committee, the Staff Collective may sign NASCO's name on policy letters.

## 6.6 Reimbursement Policy:

- 6.6.a NASCO employees, Board members and others on NASCO-Business may be reimbursed mileage at the IRS reimbursement for business use of an owned car. (2/1995) All are directed to keep expenses as low as possible, taking advantage of hospitality where possible. If use of a personal car is more expensive than rental fees then the driver shall rent a car or charge the equivalent of the rental cost. (2/1994) (2/1995)
- 6.6.b Additionally, NASCO employees shall receive, for travel that involves overnight stays away from home, a per diem payment of no lower than \$15 a day. The level of per diem payments shall be set by the Staff Collective in accordance with NASCO budgetary constraints and Internal Revenue Service regulations. This payment is in compensation for food and other miscellaneous personal costs that occur during the course of conducting NASCO business. No receipts (except for receipts that provide proof of travel) need be submitted to receive this per diem payment. In the event that the NASCO credit card is used for food-related expenses, these expenses shall be deducted from the amount of the per diem payment (2/2001) (6/2002).

## 6.7 NASCO Properties Reporting and Governance:

- 6.7.a Staff shall submit proposals to the NASCO board prior to or concurrent with submission to the NASCO Properties Board. Staff shall report the finances of the two corporations separately. (6/1988)

## 6.8 NASCO Properties Appointments (2/2001) (2/2003):

- 6.8.a As stated in bylaw 4.11 of the NP bylaws, all NASCO Properties board members shall be appointed by the NASCO board. The following guidelines are given to help the NASCO board in making their choices:
- 6.8.b The NASCO Properties board shall be composed of one person from the NASCO Board, three people from the Campus Cooperative Development Corporation, one community representative selected by the NASCO Properties board, and one person from each leasing cooperative, all of whom shall be nominated by their respective bodies. A written notice of such nominations shall be forwarded by the NP Board to the NASCO Board. Electronic mail shall be sufficient written notice. These nominations shall be considered appointments by the Board of Directors of NASCO unless action is taken to the contrary.

## 6.9 Lots in Common Appointments:

- 6.9.a NASCO Board will appoint two people to sit on the board of Lots in Common (LinC). These appointments will be done at the recommendation of the NASCO Properties Board. These

appointments will be two years in length; appointees must not necessarily be members of the NASCO Board. (2/2007)

## 7 Chapter 7: Program policies

### 7.1 Child care.

7.1.a NASCO shall provide child care at all Institutes. (6/2004)

### 7.2 Mailing lists.

7.2.a Staff shall share NASCO's mailing list only with co-operative organizations or organizations that are furthering the co-operative movement. (2/19/2005)

### 7.3 Miscellaneous Membership Policies

#### 7.3.1 Active Member liaisons.

7.3.1.a NASCO shall ask each member cooperative to designate an official contact person, to be known as the NASCO Speaker, by mid-October each fall. All official mailings and email shall go to or be copied to this person. The Active Member Representative shall work with this person as well as staff, and a list of Speakers shall be compiled so that they can be in contact with each other. They shall be asked to identify a replacement if they leave the member organization before September of the next year. The NASCO Speakers may be different from the AGM Reps. (5/2005)

#### 7.3.2 Fair Trade Chocolate and Cocoa:

7.3.2.a The resolution binds us to adopt the first two principles of the Global Exchange Fair Trade Cocoa program:

7.3.2.b Buy only fair trade chocolate and cocoa products for offices, events, etc.

7.3.2.c Promote fair trade chocolate and cocoa by educating members about the issue and by encouraging them to buy only fair trade chocolate and cocoa. (6/2003)

## 8 Chapter 8: Development Policies

### 8.1 Overall Development Goals

8.1.a The Development Committee will approve measurable annual goals for development projects. Staff will report performance based on these goals, and select projects in order to best meet these goals. These goals shall be updated at the first committee meeting of the fiscal year. (4/2021)

## 8.2 Project Selection Criteria

### 8.2.1 Project Requirements

- 8.2.1.a Development Committee will only engage in a contract for co-op development services with a group which meets, or aims to meet, all of the following requirements. The contracting co-op should furthermore ensure their long-term compliance with these requirements by including them in their organizing documents. (4/2021)
- 8.2.1.b The Project is to develop a housing cooperative which follows the Cooperative Principles: (4/2021)
- Property is intended to be owned by the cooperative or controlled by contract by the cooperative. (4/2021)
  - The cooperative is democratically controlled by the membership. All residents are eligible for membership and constitute at least 51% of the membership. (4/2021)
  - Housing is provided to residents by a contractual agreement, and residents contribute to the economic operation of the property. (4/2021)
  - The cooperative provides education and training to its members in the principles and practices of cooperation. This should include both the member's duties in the operations of the co-op, their role in the governance of the co-op, and the role of cooperatives in society at large. (4/2021)
  - The cooperative practices Voluntary & Open Membership and does not discriminate based on any protected class. (2/2022)
- 8.2.1.c The cooperative serves an educational or charitable purpose, such as serving students, educating the community about cooperatives, or providing affordable low-income housing. (4/2021)
- 8.2.1.d The cooperative should be organized on a non-profit basis, with limited returns on member equity, and with a dissolution clause that directs any remaining assets of the co-op to a 501(c)3 organization in the US or Nonprofit or Charitable organization in Canada serving cooperatives. (4/2021)

### 8.2.2 Project Priorities

- 8.2.2.a If there is insufficient staffing capacity to accept all proposed projects that meet the above requirements, the Director of Development Services shall select projects based on the relative merits in the following categories:
- Likelihood of project completion
  - Viability of proposed co-op
  - Time to completion
  - Number of individuals to be served by the completed project.
  - Need for affordable housing units in the area served. (This can be estimated by comparing the fair market rent for the area to the median income for the same area, or by using other statistics to better reflect the needs of the population to be served by the project. This may include predictions of future availability based on current trends.)

- Degree of project effective autonomy and independence.  
(4/2021)

## 8.3 Project Guidelines

### 8.3.1 Client Responsibilities

#### 8.3.1.1 Member Equity

- 8.3.1.1.a Clients will provide a certain percentage of their own equity financing through loans from local sources. Staff will try to incorporate a strong equity component into each project's financing. (4/2021)

#### 8.3.1.2 Dissolution Clause

- 8.3.1.2.a Articles of Incorporation of Development Committee projects must be amended so that assets go "toward a 501(c)3 organization or Canadian equivalent serving group-equity housing cooperative development," unless specifically exempted by the Development Committee. (4/2021)

### 8.3.2 Project Administration

- 8.3.2.a For each project, Development Committee will appoint someone (generally a Development Committee member) to monitor the work and advise the staff on a project. (4/2021)

### 8.3.3 Project Fees

#### 8.3.3.1 Staff Expenses

- 8.3.3.1.a Project fees should cover direct staff expenses, as well as Development Committee overhead. (4/2021)

#### 8.3.3.2 Success Fees

- 8.3.3.2.a Success fee percentages will be based upon project size and Development Committee's responsibilities. (4/2021)
- 8.3.3.2.b Development Committee will make a recommendation to the NASCO board to set Success Fee base rates prior to NASCO budget approval. (4/2021)
- 8.3.3.2.c Success fee base rates will be set at the same time as the budget approval. They shall be recorded in the NASCO budget, on the NASCO website, and in any Development Services Contracts issued that Fiscal year. (4/2021)
- 8.3.3.2.d Variations from the Success Fee base rate shall be approved only with approval from the Development Committee or the NASCO board. (4/2021)

### 8.3.4 Initial Management

- 8.3.4.a The Director of Development Services will, as part of contracts with assisted organizations, provide a plan with defined expectations for continued support of the client for their first two years of operation after closing. This support may be offered through subcontractors, through

hiring an on-site manager, or through current staffing. Development Committee will at a minimum for those first two years monitor the project for lender compliance, financial solvency, and operational effectiveness. (4/2021)

## 8.4 Project Contract Initiation, Modification & Termination

### 8.4.1 Initiation

8.4.1.a The Director of Development Services may enter into Development Services contracts with clients so long as the project complies with all NASCO Policies, stated values, and priorities. (4/2021)

### 8.4.2 Modification

8.4.2.a Development Services Contracts may be modified with the consent of the client and the Director of Development Services so long as the project complies with all NASCO Policies and the Development Committee charter. (4/2021)

### 8.4.3 Termination

8.4.3.a A vote of the Development Committee shall be required to terminate any Development Services Contract prior to completion. (4/2021)

### 8.4.4 Notification

8.4.4.a The Director of Development Services will notify the Development Committee upon initiation, modification or termination of a contract with a synopsis of the project and how that action satisfies the stated guidelines and priorities of Development Committee. (4/2021)

## 8.5 NASCO Development Philosophy

### 8.5.1 Definition of Cooperative Development

8.5.1.a NASCO defines cooperative development as: “Any activity that increases or preserves the amount of cooperative housing stock, improves that housing stock physically, or improves the standing of housing cooperatives financially.” (4/2021)

### 8.5.2 Methods of Cooperative Development

8.5.2.a NASCO seeks to develop the cooperative sector by:

- Building new cooperative housing units
- Purchasing existing buildings for cooperative housing purposes
- Refinancing existing cooperatives to position them to develop further
- Providing technical assistance to cooperatives that would otherwise close or stagnate
- Advocating for governmental & regulatory initiatives that support cooperative development
- Collaborating with other cooperative organizations allied with our mission.

(4/2021)

### 8.5.3 Gentrification & Anti-Displacement

- 8.5.3.a NASCO defines gentrification as: “Changing the character of a neighborhood through the influx of more affluent residents and businesses.” (4/2021)
- 8.5.3.b NASCO recognizes gentrification as a precursor to community displacement both through economic pressure and force, and that a goal in any development project is to prevent and defend against that displacement. (4/2021)
- 8.5.3.c NASCO sees cooperative housing development as a powerful tool to combat community displacement and supports efforts to collaborate with groups that engage in anti-displacement work. (4/2021)
- 8.5.3.d NASCO also seeks to, in all its activities, consider its impact on communities and adopt strategies that actively combat displacement therein. (4/2021)
- 8.5.3.e For all Development Services Projects, staff will complete an analysis of the effects of the project on local displacement. (4/2021)

### 8.5.4 Movement Equity Retention

- 8.5.4.a NASCO sees the development and retention of equity as the primary method of ensuring cooperative development at national levels. Ownership on the national level is desirable as a development tool. (4/2021)

### 8.5.5 Cooperative Finance Sector

- 8.5.5.a As NASCO Recognizes the need for financial institutions aligned with our mission to be able to work with us and develop the capacity to finance our projects, NASCO’s Development projects, whenever reasonable and prudent, shall prioritize financing with credit unions and other CDFIs. (4/2021)

### 8.5.6 Accessible Development

- 8.5.6.a NASCO defines accessible development as, “any Cooperative Development activity that improves the likelihood that a person with a physical or mental disability will find the co-op a reasonably accessible space to live and participate in governance.” (2/2022)
- 8.5.6.b NASCO may prioritize Development Services Projects that are accessible by offering discounted rates for such projects. Rates for inaccessible projects may be raised to offset this cost. (2/2022)
- 8.5.6.c Wherever feasible, NASCO shall require new-build or substantial renovation projects to include accessible design considerations in their projects. (2/2022)

### 8.5.7 Affordable Development

- 8.5.7.a NASCO defines affordable housing as “any safe, code-compliant housing that meets the needs of residents, the cost of which together with utilities does not exceed 30% of the median income of its target population”. (2/2022)
- 8.5.7.b In line with Policy 8.5.3 on Displacement, NASCO shall in all Development Services Projects ensure that the project does not decrease the amount of housing affordable and accessible to the residents of the immediately surrounding neighborhood. (2/2022)

- 8.5.7.c Affordable housing units at least equal to any removed in any Development Services project shall be created. (2/2022)
- 8.5.7.d If no units affordable to the residents of the surrounding neighborhood are removed, and none are created, NASCO may at its discretion, reject the project, or require a number of the units in a project be made affordable. (2/2022)
- 8.5.7.e NASCO may prioritize Development Services Projects that are affordable by offering discounted rates for such projects. Rates for non-affordable projects may be raised to offset this cost. (2/2022)

## 8.5.8 Environmentally Sustainable Development

- 8.5.8.a Recognizing a changing climate, NASCO shall encourage Development Services Clients to adopt methods and materials in development projects that mitigate or reverse negative environmental impact. (7/2022)
- 8.5.8.b In all substantial renovation projects, an energy audit shall be required as part of developing the scope of work. (7/2022)





# NASCO Board code of conduct

As a NASCO director, I pledge to do my best for NASCO and will:

- Devote the time needed to fulfill the responsibilities of the position as outlined in the job description;
  - Attend all regular and special board and committee meetings in accord with the absentee policy in NASCO's Bylaws and Policies;
  - Be prompt, attentive, and prepared for all board and committee meetings;
  - Contribute to and encourage open, respectful, and thorough discussions by the board;
  - Attend and actively participate in the board's training sessions and annual planning retreat to enhance board understanding and cohesiveness;
  - Consider the business of NASCO and its members to be confidential in nature;
  - Disclose any personal or organizational conflict of interest that I may be in and refrain from discussing or voting on any issues related to that conflict;
  - Disclose any personal or organizational conflict of interest, from becoming financially involved or associated with any business or agency that has interests that are, or could be perceived to be, in conflict with NASCO;
  - Be honest, helpful, diligent, and respectful in my dealings with NASCO, with other directors, and with NASCO's management, staff and members;
  - Work for continued and increased effectiveness in NASCO's ability to serve its member/owners;
  - Abide by the majority action of the board, even if it is not my own personal opinion;
  - Present the agreed-upon view of the board of directors when I speak on behalf of NASCO
  - Refrain from asking for special privileges as a board member and from interfering with management's authority;
  - Work to ensure that NASCO is controlled in a democratic fashion by its members and that all elections are open, fair, and encourage the participation of all members;
  - Be inclusive to all peoples regardless of race, color, national origin, religion, sex, gender, age, marital or family status, income, ability, sexual orientation or political affiliation.
  - Strive at all times to keep members informed of NASCO's status and plans, and of the board's work, as appropriate;
  - Continually seek to learn more about NASCO and its operations and about my responsibilities as a board member by pursuing educational opportunities and;
  - Abide by all applicable legal duties of directors of this Board
- 

As a NASCO director, I agree to abide by this Statement of Agreement. I agree that if, in the opinion of the majority of NASCO directors, I have violated the letter or spirit of this agreement, this signed document shall act as my resignation and I shall resign my position on the board immediately and shall not seek to cause continued disruption to NASCO and NASCO board for that action.

Signature of NASCO Director: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Acronym glossary

ACE	Association of Cooperative Educators
AGM	Annual General Meeting
AMC	Active Members' Caucus
AMR	Active Member Representative
BACH	Brown Association for Cooperative Housing
BoD	Board of Directors
BSC	Berkeley Student Cooperative (formerly USCA)
CCA	Canadian Co-operative Association
CCRI	Campus Co-operative Residence, Inc.
CDF	Cooperative Development Fund
CETI	Cooperative Education & Training Institute
CH	College Houses
CMHN	Chicago Mutual Housing Network
DCC	Davis Campus Cooperatives
ECL	Emerging Co-op Leaders
HoF	Hall of Fame
ICC	Inter-Cooperative Council (Ann Arbor-AA or Austin-UT)
ICCOPO	Inter-Cooperative Council On Privilege & Oppression
JJF	Jim Jones Fund (for Cooperative Leadership)
KSCR	Kagawa Student Cooperative Reinvestment (Fund)
MCC	Madison Community Cooperative
MOU	Memorandum of Understanding
MSI	Mutual Service Insurance Companies
MSU-SHC	Michigan State University Student Housing Cooperatives
NACDLF	National Association of Community Development Loan Funds
NASCO	North American Students of Cooperation
NCB	National Cooperative Bank
NCBA	National Cooperative Business Association
NCDF	Northcountry Development Foundation
NE	NASCO Education
NP	NASCO Properties
OSCA	Oberlin Student Cooperative Association or Ontario Student Co-operatives Association
PoCC	People of Color Caucus
PGP	Preferred Gender Pronoun
SBSHC	Santa Barbara Student Housing Cooperatives
SCSHC	Santa Cruz Student Housing Cooperatives
SCA	Students' Cooperative Association
SCO	Student Cooperative Organization
SMAC	Staff & Managers Conference



UKSHA University of Kansas Student Housing Association

USCA University Students Cooperative Association (now BSC)

USFWC US Federation of Worker Cooperatives

UT University of Texas

WCRI Waterloo Co-operative Residence, Inc.