# MILES CO-OP CONSTITUTION

## Article 1 MEMBERSHIP

1. **1.** Any person who agrees to fulfill the conditions of the House contract shall be eligible for membership. No person shall be denied membership on the grounds of race, creed, gender, or sexual preference.

1. **2.** No one may live in Miles Co-op without first signing a valid contract, except temporary guests of members who abide by the Guest Policy as outlined in this document.

1. **3.** Prospective members shall become members upon full payment of their dues and loans and signing a membership agreement. Members must also become members of the MSU-SHC and obey its policies and by-laws.

1. **4.** Due to the small nature of the house, and in an attempt to avoid alienation within the house, house membership is restricted among people who already know each other. Only two people who have previously lived together or have any sort of relationship may move into the house. In the case of a third person, the current house must vote on whether or not to approve that third person. Four or more people who have any sort of previous relationship may not all move in together.

1. **5.** A member is considered to be in good standing with the house as long as they are less than 15 days behind in their rent.

## Article 2 RIGHTS AND RESPONSIBILITIES

1. **1.** Each member shall have one vote at Miles Co-op meetings. There shall be no voting by proxy.
2. **2.** Members are required to:
    1. **(1)** Understand and promote the purpose of the House.
    2. **(2)** Take an active part in the affairs of the House.
    3. **(3)** Attend House meetings.
    4. **(4)** Perform all jobs and duties as required by the House.
    5. **(5)** Obey all rules and policies that the House sets.
    6. **(6)** Be aware of the contents of the House Constitution.
    7. **(7)** Abide by the Roommate Bill of Rights as follows:
        1. **(a)**Each roommate has the right to privacy and equal use of the room.
        2. **(b)**Each roommate must try to respect the other's desires regarding lights, noise, and room use in general. A roommate must obtain explicit permission from his/her roommate to have an overnight guest in the room each time he/she has such a guest.
3. **3.** Miles Co-op is a NON-SMOKING house. Smoking is prohibited in bedrooms as well as common areas. Failure to comply may result in a fine.
4. **4.** The membership has the right and responsibility to:
    1. **(1)** Elect house officers.
    2. **(2)** Pass on the entrance and expulsion of members.
    3. **(3)** Determine the use of the net surplus and savings.
    4. **(4)** Remove officers when they neglect to do their duties properly.
    5. **(5)** Make changes in the affairs of the house.

## Article 3 DEPOSITS AND DEPARTURES

1. **1.** Members will be charged a House membership fee of $20.00, a $150.00 House loan and appropriate SHC dues, payable upon signing a contract with the House. The loan will be returned to a member within one month after he/she no longer resides in the House. An account shall be considered closed when all costs are paid, including fines, rent, room damages, phone bills and the member's room and/or House keys have been returned. A $5.00 fee will be charged for each key not returned. Any outstanding debts will be substituted from the house loan.

1. **2.** Members are required to sign full MSU school year contracts. Members who join after the beginning of the school year will pay the complete membership fee and loan, but other charges will be made proportional to the amount of time left in the school year.

1. **3.** A member desiring to leave Miles Co-op at any time during the terms of the member's contract shall give prior notice of his or her intent to leave to the membership officer and must sign a release of contract form at SHC. At the time the notice is given that person's room is open for reassignment. The leaving member is responsible for filling the vacancy that has been created. All debts incurred by the house in finding a replacement for the leaving member shall be charged to the member's account. The leaving member will be held liable for room charges from the time the vacancy is created until a replacement is found, or until the end of the leaving member's contract, whichever comes first.

1. **4.** If two or more residents leave the house during or at the end of the same term and suitable replacements are not found by the leaving residents individually, then all debts incurred by the house in finding replacements, including room charges, shall be divided between the two or more leaving members.

## Article 4 FINANCES

1. **1.** Each member shall be assessed a propor1ional amount of house expenses each term. Members sharing a room will be charged 1/2 the SHC assessment + the proportional amount for house expenses. The charges assessed to each member for each term shall be paid in three installments on the 15th of each month during the term. Failure to make such a payment or make arrangements with the treasure by the 20th of any month will result in a $10.00 fine.

1. **2.** The treasurer is to propose a revenue and expense budget for each term at the first house meeting of the term. Once a budget has been passed by the membership, that budget shall be the guideline for the spending policy. An existing budget may be amended by a majority vote at a house meeting. If there is a surplus at the end of the term, then each member's account is to be credited a proportional amount of that surplus. If there is a budget deficit at the end of the term, then each member's account will be charged a proportional amount of the deficit.

1. **3.** If a member owes more than 15 days rent, a promissory note shall be made with the member. The house treasurer is to follow the guidelines as stipulated in Title 5 of the MSU-SHC Code of Operations. If a member breaks any provision within the promissory note, he/she shall be assessed a $10.00 fine.

1. **4.** If a member owes more than 45 days of rent then the members account is to be discussed at the next house meeting and a vote of confidence concerning the member is to be made.

1. **FINE POLICY**

1. **A.** A member may have a fine charged to his/her account for the following reasons:
    1. **1.** Failure of a member to do or complete anyone Of his/her house jobs by the time stipulated.
    2. **2.** Unexcused absence from ICC or SHC meetings, if required within a members house job description.
    3. **3.** Non-compliance with House or SHC finance policy.
    4. **4.** Unexcused absence from house meetings.
    5. **5.** Violation of the House Non-Smoking Policy.
2. **B.** A written copy of the fine is to be given to the member and the treasurer.
3. **C.** Every member has the right to challenge any fine at the first house meeting after the fine is issued.
4. **D.** If a member is fined for failure to do or complete a house job, then the fine may be credited to any member who completes the job.

## Article 5 HOUSE GOVERNANCE

1. **1.** The House is governed under this constitution. The House is empowered to make day to day decisions and policies as long as they do not conflict with this constitution, the MSU-SHC Code of Operations, By-laws, and/or decisions of the SHC Board of Directors.

1. **2.** A simple majority of members present at a meeting with quorum is required to pass motions.

1. **3.** Quorum is defined as 2/3 of the current membership. Motions passed at regular House meetings with quorum shall be binding on all members, guests and visitors to Miles Co-op.

1. **4.** In the event that the inability to raise quorum has impaired the House's ability to transact business, a special House meeting may be called given one week's notice and posting of the agenda. Every effort should be made to pick a time that is amenable to most members. If quorum is not reached through these efforts, then a majority vote of those voting members present will be sufficient to pass motions. Motions passed at a special House meeting may be overturned by a simple majority at subsequent House meetings where quorum is reached, in order to avoid abuse of special meeting voting rules.

## Article 6 HOUSE MEETINGS

1. **1.** Members are required to attend all house meetings. Each member is allowed one unexcused absence per semester; every unexcused absence thereafter will result in a $10 fine charged to the members account.
2. **2.** The first house meeting of the semester shall be held as soon as possible after all members have established residency, at a time when all members can be present, but no later than the first day of MSU classes.
3. **3.** Regular House meetings will be held every two weeks. The day and time of meetings will be established at the first house meeting of the semester. Emergency house meetings may be called by any House member posting an agenda and giving 24 hours notice.
4. **4.** The house meeting shall be run as informally as possible, however, if need be, the parliamentary procedure and authority of this organization shall be set forth in Roberts Rules of Order. Because all members and their jobs are of equal importance to the success of the House, each member shall report to the membership regarding his/her house duties.

## Article 7 SHC DUTIES

1. **1.** All members are required to perform duties for the house. Each house duty is assigned a credit value based on the amount of work and hours needed for each job to ensure that duties are distributed evenly among the members. Non- performance of any house duties will result in a fine.
2. **2.** Before the first house meeting, a list of the requirements of each house duty shall be posted and remain posted throughout the year.
3. **3.** Elections for house duties shall be held at the first house meeting of each semester. Positions are elected by a majority vote at a house meeting.
4. **4.** All members are required to perform four (4) hours of general improvement for the house each semester. General improvement does not include jobs that fall under regular house duties.
5. **5.** At the first house meeting of every semester, members will decide when “work- weekend” will be held to perform the above general improvement, and ideas will be solicited as to what will be accomplished. Any member who can not perform his/her general improvement hours at work weekend will have their nuts cut off until two weeks before the end of the term and then s/he will be fined $5.00 for every hour not performed.

## Article 8 MEMBER AGREEMENTS

1. **1.** All people must sign a contract with the house before establishing residency within the house.

1. **2.** Prospective members shall attend a house gathering or meeting and get house approval, prior to receiving authorization to sign a contract with Miles House, unless the membership officer has been given the authority by a majority vote of the members at a house meeting to approve new members.

1. **3.** Forty-five days prior to the end of the current contract for the following summer term. If by this date a contract has not been signed, a place in the house cannot be guaranteed and the member loses all seniority within the house. If a summer term contract is broken by a current member, he or she shall forfeit $15 from his/her house loan in addition to be liable for all room charges until the end of the contract.

## Article 9 SENIORITY

1. **1.** Seniority in the house is based on the number of semesters of residence in the house. Seniority within a membership class entering the house during the same semester is based upon the date the Membership Agreement is signed.
2. **2.** A member leaving the house for only one semester with the expressed intent of returning, may retain their seniority within the house.
3. **3.** The seniority of a member who has left the house for two or more consecutive semesters and then decides to return is established by placing the member at the bottom of that group which at the time s/he moves back in, had lived in the house the same number of semesters which the returning member had when s/he left.

## Article 10 ROOM ASSIGNMENTS

1. **1.** Assignment of rooms from Fall to Spring shall be made on the basis of seniority. Once room assignment is completed, members have the right of occupancy over their rooms until the following spring.
2. **2.** Members who sign contract renewals before the deadline in spring shall be allowed to keep their rooms if they so desire. Members who fail to renew by the deadline lose their right to their current room and go to the bottom of the seniority list for the term.
3. **3.**Room assignments for summer term shall be treated separately from the rest of the school year. A member staying in a room for the summer does not have the right to remain in that room for the following Fall.

## Article 11 GUEST POLICY

1. **1.** A guest is any non-member who is at the house under the invitation from a member.
2. **2.** Guests are welcome at Miles Co-op, unless a majority of the members in the house feel uncomfortable by the presence of the guest. In this case a petition must be signed by a majority of the members in the house. If this happens, a house meeting must be called and, upon majority vote, a member's guest privileges, with respect to the guest in question, may be restricted.
3. **3.** A guest may be asked to contribute money and/or work hours to the house if s/he stays repeatedly or for an extended period of time. The member hosting the guest will be held responsible for that guest's obligations to the house.
4. **4.** A guest may not stay at Miles Co-op unless the member hosting that guest is in residence.
5. **5.** A guest may stay for a maximum of five days after which a vote by the house is required to extend the guest's stay.

## Article 12 PET POLICY

1. **1.** The uncaged pet must be:
    1. **a.** approved unanimously.
    2. **b.** 25 lbs or less at maturity.
    3. **c.** neutered or spayed.
2. **2.** The uncaged Ret can be asked to leave b~ a simple majority. Reasons the pet may be asked to leave are as follows:
    1. **i)** neglect by the owner
    2. **ii)** destruction of house or personal property
    3. **iii)** unruly behavior

1. **3.** The members living in Miles during the contract period that the uncaged pet will be staying are the ones to decide whether the animal is allowed to stay.
2. **4.** The first person to sign up with an uncaged pet is the first person allowed to petition to keep the animal at Miles.
3. **5.** Only one uncaged pet is allowed to live at Miles at a time.
4. **6.** All caged pets are allowed and do not need approval.

## Article 13 EXPULSION

1. **1.** A member may be expelled from the house for any of the following reasons:
    1. **A.** Continual nonperformance or poor performance of house jobs
    2. **B.** Nonpayment of money owed to Miles Co-op.
    3. **C.** Malicious destruction of house or other member's property.
    4. **D.** Violation of housemate's rights
    5. **E.** Use of force or threats of force, including sexual harassment, against house members or guests
    6. **F.** Discrimination against any person because of race gender, handicap, sexual preference, or national origin.

1. **2.** If the house wishes to expel a member then the accused member shall be personally notified in writing of the charges and shall be given a chance to respond at a house meeting before an expulsion vote is cast.
2. **3.** A majority of all house members holding contracts is necessary to expel a member. This vote must be by signed petition with all charges against the member listed.
3. **4.** Upon passage of the motion to expel a member, the member expelled shall be given 24 hours to indicate when he/she will be leaving. If the person refuses to leave, the membership officer shall ask the SHC staff to initiate formal eviction proceedings in court. During eviction proceedings, the rights of the expelled member shall be protected by house members. Expelled members may not be held responsible for the vacancy caused by the expulsion.
4. **5.** Non renewal of contracts - A member may be refused renewal of their house contract for any non-discriminatory reason, if a simple majority of the house membership agrees to such action.

## Article 14 AMENDMENTS

The House constitution may be amended by a two-third majority of all members of Miles Co-op in good standing. Notice of changes must be submitted to the SHC office with the signatures of the approving house members for the computer revision.

1. **1.** Miles Davis is a house that appreciates and values consent. Members and guests that violate consent to the point that a house member feels unsafe will be subject the following processes that could result from a banning/removal from house.
    1. **A.** If the violation of consent occurs by a guest of the house, the members of the house will vote on whether or not the guest will be banned from the house, as decided upon by a majority vote.
    2. **B.** If the violation of consent occurs by another member of the house, the matter will be taken to the SHC membership committee who will determine whether or not the member will be removed from the house.
    3. **C.** If a member is removed from the house by the membership committee, the house must then vote on the former member as a guest to determine whether or not the person will be banned from the house.
    4. **D.** An alternative option remains for the victim/survivor to choose to leave the house with approval from the membership committee to terminate their lease with their current house without consequence.

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