PHOENIX HAUS CONSTITUTION

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MISSION STATEMENT

We are Phoenix Haus! The mission we strive to embody is to create a cooperative intentional community that provides a culture ensuring living and learning to uphold the ideals of Justice, Equity, Diversity and Inclusion. The members of this house along with the property of the house will serve as a space that prioritizes the needs of those from marginalized experiences within the Spartan Housing Cooperative along with opening up the cooperative framework to people outside of our organization from marginalized backgrounds.

GOVERNANCE

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. At the same time, the house is encouraged to keep this constitution modern, and in keeping with the values of the house and its ever-changing members. This constitution can always be altered upon a discussion, and a quorum vote in favor of the change(s). This constitution must also be in keeping with The Spartan Housing Cooperative of Operations, By-laws, and/or decisions of the SHC Board of Directors. Decisions will be made by majority vote at House meetings as defined in this Constitution..

GLOSSARY

- **Term:** A four month period used to determine seniority, fouls/violations, and other time sensitive things. There are three in a year: Fall (September to December), Spring (January to April), Summer (May to August)
- **Year:** The contract period. Lasting from contract start date to contract end date.

- **Work Week:** A dedicated time organized by the Jobs Officer to deep clean the entirety of the house.
- **House:** The physical building.
- **Haus:** The household: including the building, the members, and their shared prosperity.
- **Intimacy:** Haus events or parties that are housemate only events

ARTICLE I: MEMBERSHIP CONDITIONS

1. **Section 1.1** Prospective members shall become members upon full payment of their house dues and loans, signing a membership agreement and establishment of residence within the House, IN THAT ORDER. Members must also become members of the Spartan Housing Cooperative and obey its policies and by-laws. All of these conditions must be completed before membership is valid.

1. **Section 1.2** 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, sex, gender identity or expression, sexual orientation, marital status, student status, age, height, weight, ability status, use of adaptive devices, legal source of income, or political preference.

1. **Section 1.3** Members are required to sign contracts that coincide with the Spartan Housing Cooperative contract dates, unless otherwise approved by the house and the SHC Board of Directors. All members who join after the beginning of the contract date will pay the complete membership fee and shares, but other charges will be made proportional to the amount of time left in the contract year. Members leaving before their contract expires are financially obligated to pay the monthly member assessment and the advertising costs to fill their position. This obligation does not expire until a replacement signs a contract. Alternatively, a member may “buy out” of their housing contract by paying 3 full months of charges in advance of their move out.

1. **Section 1.4** Members who pay their house dues will be considered ‘members for life’, but only current residents under contract will be considered ‘current members’ and allowed to vote on all matters.

1. **Section 1.5** Members that hold a current contract with the Spartan Housing Cooperative who forfeit their voting rights and ability to use utilities and house food/supplies are considered “inactive members” and are not used to determine quorum.
    1. **Section 1.5.1** Members can only be put in inactive status by a 2/3rd majority vote.
    2. **Section 1.5.2** Inactive members are not obligated to pay house charges.

ARTICLE II: MEMBER RESPONSIBILITIES & DUTIES

1. **Section 2.1** Members are required to:
    1. 1. Read, understand, and promote the Phoenix Haus constitution and norms;
    2. 2. Take an active part in the operation of Phoenix Haus; (i.e. voting, attending house events, do assigned chores)
    3. 3. Promptly pay charges;
    4. 4. Attend all House meetings;

5. 5. Make proper use of House facilities; do not abuse;
6. 6. Actively participate in physical upkeep of the house; (i.e: preventative maintenance, avoid neglectful cleaning/maintenance habits, emergency response)
7. 7. Obey and convey all norms, rules and policies that Phoenix Haus sets;
8. 8. 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.
    3. c. A roommate must obtain explicit permission from their roommate to have an overnight guest in the room each day they have such a guest.
    4. d. All doubles are considered non-smoking rooms, unless both roommates agree to smoke.
    5. e. All pets must be approved by both housemates. (see: article XIV pet policy)

1. **Section 2.2** Attendance at house meetings is mandatory. Members may be excused from House meetings by submitting written or verbal notice to the Education Officer. Authority is given to the Education Officer to approve or dismiss excuses. Each unapproved excuse shall be considered an unexcused absence. For unexcused absence, members will act in accordance to the process laid out in Section 10.8. If missing meetings becomes a recurring problem, the Board Representative will reach out to the housemate.
    1. **Section 2.2.1** If a member accumulates TWO unexcused absences in one term, there would start a house conflict resolution process with the Board Representative acting on behalf of the house. Should a third or more unexcused absences occur an official grievance with the SHC will be filed by the Board Representative on behalf of the house and may result in expulsion of the member.

1. **Section 2.3** Members are required to perform an amount of chore points determined in Appendix A of work duty. Each member must also complete a designated amount of general house improvement during each of Phoenix House's Work Weeks (See Job Policy and Appendix A) and any house improvement work (including but not limited to preventive maintenance, flood clean up, inspection duties, etc) assigned by the Facilities Officer. Work duties and general improvement are required as part of the member's contract in keeping with the cooperative principle of keeping costs down by substituting labor for capital.

1. **Section 2.4** If a house member wishes to prematurely break their membership contract, it is the member's responsibility to find a replacement. Financial responsibility will end on the date the replacing member contractually begins their contract.
    1. Any 'potential' new member must meet all Phoenix Haus membership conditions. In the case of a double room vacancy the 'potential' new member must be OK'd by the remaining roommate. Any objections must be submitted to the Membership Officer.
    2. Another route to prematurely breaking a membership contract is to sign an early release form, and pay three full months of charges to the SHC.

SPECIAL NOTE: If a person breaks their contract they may have to fill a space in another room due to seniority-based room selection.

ARTICLE III: HOUSE MEETINGS

1. **Section 3.1** Attendance at all house meetings is mandatory for all 'current members.' (See Article II.2 for exceptions)

1. **Section 3.2** A quorum of 'current members' must be present for voting to take place, except at

special House meetings as described below.

1. **Section 3.3** At the first House Meeting of each term the House shall offer input on a schedule of the term's House Meetings. A schedule will be arranged within a week of that first meeting for the whole term. This schedule is set for the rest of the term, and shall be revoted on the start of each new term.

1. **Section 3.4** Quorum is defined as 50% plus one of current members of the House. Motions passed at regular House meetings with quorum shall be binding on all members, guests, and visitors to Phoenix House. Quorum will not be required for emergency meetings.

1. **Section 3.5** Emergency meetings are run the same manner as regular House Meetings, are also mandatory, but are arranged on a day that is not on the schedule agreed upon in the beginning of the semester. Any member may call an Emergency Meeting. In the event that the inability to raise quorum has impaired the House's ability to address issues, the Board Representative may call a special House meeting by posting the time that is amenable to most members. If quorum is not reached through these efforts, then a 2/3 majority vote of those voting members present will be sufficient to pass motions. Motions passed at an Emergency House Meeting may be overturned by a simple majority at subsequent Regular House Meetings where quorum is reached, in order to avoid abuse of special meeting voting rules.

1. **Section 3.6** The first meeting will be held the first weekend after move in.

1. **Section 3.7** The interim coordinator, required by the SHC and voted in by the house, shall facilitate the first house meeting.

1. **Section 3.8** The house agenda for the following week will be made at the end of each house meeting, after, or part of new business. Suggested topics for the next week's meeting will be recorded by the Education Officer, and left in a public and accessible place so that housemates may add more topics that they want to address as the week progresses. The following items will be on every House agenda:
    1. **A.** Attendance
    2. **B.** Voting
    3. **C.** Charge Inquiry
    4. **D.** Old Business
    5. **E.** New Business
    6. **F.** Officer Reports (in no specific order)
        1. **a.** Education Officer
        2. **b.** Finance Officer
        3. **c.** Board Representative
        4. **d.** Membership Officer
        5. **e.** Jobs Officer
        6. **f.** Facilities Officer
        7. **g.** Events Officer
    7. **G.** Action Items
    8. **H.** Pinecones
    9. **I.** Announcement of Movie of the Week

1. **Section 3.9** House meetings must not last longer than 2 hours, unless the meeting is extended by a 2/3 vote of members present. If the meeting extends past 2 hours, the house must take a 10-minute break before proceeding.

1. **Section 3.10** Whoever facilitates the meeting should encourage relevant discussion, facilitate organized problem solving, and demand that disputes be settled with civility.

1. **Section 3.11** The facilitator will not vote, except to break a tie. The facilitator still counts toward reaching quorum.

1. **Section 3.12** The facilitator and note-taker for the next meeting will be determined at the end of the meeting. If none are determined they will default to the Board Representative and Education Officer respectfully.

ARTICLE IV: HOUSE OFFICERS

1. **Section 4.1** The House Officers shall consist of the: Education Officer, Jobs Officer, Maintenance Officer, Membership Officer, Finance Officer, The Steward, SHC Board of Directors Representative, and Events Officer

1. **Section 4.2** Officers must be elected for each year at the first House Meeting of the year, officers must be reaffirmed every term. Job descriptions must be made available to all members from the day of move- in. Phoenix House Officers will be elected by a majority vote. Officers serve until the end of the year, they are replaced or no longer reside in the house, in order to ensure harmonious operation of the House. This extends responsibilities to cover all periods between house meetings and over breaks/vacations.

1. **Section 4.3** Any officer may be recalled by a majority vote if the issue is announced on a meeting agenda. The officer in question may not facilitate the meeting. All recall votes shall be anonymous.

1. **Section 4.4** All House Officers will prepare a report for each house meeting. The report should include happenings at any meetings they have attended, the current situation of any house activities they oversee (i.e. Membership Officer should report on Vacancies, Jobs Officer on Job performance and fines issued, etc. See Appendix B)
    1. **Section 4.4.1** Section 4.4.1 Failure to produce a thorough meeting report or attend officer meetings will be seen as a failure to carry out the duties listed below (4.5 - 4.12) and will result in being fined accordingly.

1. **Section 4.5** The Education Officer (EO) shall:
    1. **a.** Educate the members about life in a co-operative, as well as Phoenix House history.
    2. **b.** Attend all Education meetings or send a substitute. Any fines for not attending will be charged to their account.
    3. **c.** Contributing to or coordinating the contributions of Phoenix House to the Pine Press.
    4. **d.** Sit on the conflict resolution team.
    5. **e.** Review the House Constitution at the beginning of each term and suggest any changes that they feel fit to the Membership for approval at the second meeting of the term. If no changes are to be made, the constitutions then the current constitution should be approved at that meeting, or input should be taken from the membership if they do not approve. The EC will continue to present changes at the meetings until the membership approves them by a 2/3 majority.
    6. **f.** Record the House meeting minutes, type them in a consistent format for future reference, and share them in an accessible way to all members of the house. Minutes should include all motions and vote tallies and relevant discussions. They must also include a roll call of members present. *They must be posted within 48 hours.
    7. **g.** Manage house social media accounts, and online events.
    8. **h.** Take attendance at the house meetings and record unexcused absences.
    9. **i.** Keep and update the Phoenix House Documents Book containing these documents: List of House Officers, Phoenix House Constitution, Student Housing Corporation Code of

Operations and By-Laws, Jobs Descriptions, Meeting Minutes, and any other documents that may be useful to the Phoenix membership.

10. **j.** Act as steward and manager of Phoenix Haus Little Library

1. **Section 4.6** The Jobs Officer (JO) shall:
    1. **a.** Make sure that all House jobs are done on time and properly on a weekly basis and to the standard of the current job description.
        1. 1. Job descriptions are written by the Jobs Officer and presented to the house.
    2. **b.** Maintain and update the current job system of the house. Under the current “point” system: the Jobs Officer will track which member is assigned to each house job. This includes tracking who has completed office labor and the amount of hours logged.
        1. 1. Each house member gets an even distribution of chore points as possible
    3. **c.** Post when jobs will be checked, up for steals, and fine accordingly. The Jobs Officer may warn or fine members at their discretion when a job is not done correctly. If a member fails to do the job, the member will be fined. (Fine amount is indicated in Article IX: Fines)
    4. **d.** Ensure new members know how to do their jobs, when to do them, and what the repercussions will be if they fail to do them.
    5. **e.** Inspect the house once a week for cleanliness and potential problems.
    6. **f.** Coordinate at least one (and no more than two) work weeks each term. A list of activities for the work week must be presented at a House meeting prior to the work weekend. (See Jobs Policy for more information)
    7. **i.** Maintain and update the current party chore system of the house.
        1. **i.1.** Ensure that participating housemates are assigned door duties and party chores
        2. **i.2.** Attribute party chore fine and credits accordingly

1. **Section 4.7** The Facilities Officer (FO) shall:
    1. **a.** Be responsible for the oversight of maintenance and upkeep of the physical House.
    2. **b.** Ensure that all House duties that involve maintenance are done in a proper fashion. The Facilities Coordinator will be notified of any negligence and they may issue a warning. *Further negligence will result in a fine.(i.e. assigning someone to replace ceiling tiles/light bulbs, assigning preventative maintenance chores)
    3. **c.** Determine the need for all maintenance supplies. The Facilities officer shall be authorized to spend House maintenance funds with prior consent given by the Finance Officer and house approval of any purchases over $30, taking care not to deplete the budget.
    4. **d.** Keep track of all House work and repairs and record these in the House maintenance log and report any irregularities to the SHC Vice- President of Facilities or SHC Maintenance Dispatch.
    5. **e.** Make sure that all SHC Facilities Committee meetings are attended. Any fine due to non-attendance will be charged to the maintenance officer’s account. A report of actions must be given at each house meeting.
    6. **f.** Notify, as a primary responsibility, the SHC office of any maintenance problems, the house is unable to solve within its own budget and labor pool.
    7. **g.** Establish a hierarchy of contact persons to cope with problems in the absence of the Phoenix House FO.
    8. **h.** Consult with the SHC and Finance Officer on the amount of each semester’s maintenance budget before the House passes the budget.
    9. **i.** Encourage house members to do minor preventative maintenance, which the building and appliances need regularly.(i.e. cleaning bathroom fan vents)
    10. **j.** Prepare for the Fire and City inspections. This entails attending the inspection dates

with city officials, assigning tasks in preparation for the inspection, and taking the initiative to bring the house into compliance.

11. **k.** Ensure that all of the smoke detectors and fire extinguishers in the House are in proper working condition, and that the House has the proper distribution of them. Inform the membership of and post an emergency fire escape plan in a common area.
12. **l.** Keep a log of the House furniture and its condition. This will be updated each time someone checks out. Major damage to a piece of Phoenix furniture shall be charged to the member's account.
13. **m.** Inspect rooms each time someone moves out and keep a record of their condition.

In the event of two Facilities Officers, there will be a repair-focused officer and a preventative maintenance focused officer

1. **Preventive officer shall:**
2. **a.** Make sure that all SHC Facilities Committee meetings are attended. Any fine due to non-attendance will be charged to the maintenance officer's account. A report of actions must be given at each house meeting.
3. **b.** Establish a hierarchy of contact persons to cope with problems in the absence of the Phoenix House FO.
4. **c.** Consult with the SHC and Finance Officer on the amount of each semester's maintenance budget before the House passes the budget.
5. **d.** Encourage house members to do minor preventative maintenance, which the building and appliances need regularly.
6. **e.** Ensure that all of the smoke detectors and fire extinguishers in the House are in proper working condition, and that the House has the proper distribution of them. Inform the membership of and post an emergency fire escape plan in a common area.
7. **f.** Keep a log of the House furniture and its condition. This will be updated each time someone checks out. Major damage to a piece of Phoenix furniture shall be charged to the member's account.

1. **Repair Officer Shall:**
2. **a.** Determine the need for all maintenance supplies. The Facilities officer shall be authorized to spend House maintenance funds with prior consent given by the Finance Officer and house approval of any purchases over $30, taking care not to deplete the term's budget.
3. **b.** Keep track of all housework and repairs and record these in the House maintenance log and report any irregularities to the SHC Vice-President of Facilities or SHC Facilities Coordinator.
4. **c.** Notify, as a primary responsibility, the SHC office of any maintenance problems, the house is unable to solve within its own budget and labor pool.
5. **d.** Inspect rooms each time someone moves out and keep a record of their condition.
6. **e.** Monitor and control house temperature levels.
7. **f.** Keep the house keys in an organized manner, with extra keys for each room.

1. **Both**
2. **a.** Be responsible for the oversight of maintenance and upkeep of the physical House.
3. **b.** Ensure that all House duties that involve maintenance are done in a proper fashion. The Facilities Coordinator will be notified of any negligence and they may issue a warning. *Further negligence will result in a fine.
4. **c.** Prepare for the Fire and City inspections. This entails attending the inspection dates with city officials and taking the initiative to bring the house into compliance.
5. **d.** Educate the house on the use of the house facilities, and how to repair them.

1. **Section 4.8** The Finance Officer shall:

    1. **a.** Formulate the term budget immediately after the first House meeting of each term, using input from the Steward and Maintenance Officer and the SHC Corporate Treasurer. This formal budget will be posted for approval by a membership referendum. The Budget will pass by referendum if 2/3 of the current House membership signs in agreement.
    2. **b.** Pay all House bills by the due date.
    3. **c.** Keep a check register and update the expense tracking sheets after each check is written or receipt is received.
    4. **d.** Reconcile the House checkbooks within one week of receiving bank statements.
    5. **e.** Make the House records available to any member who wishes to see them. This includes posting a copy of the term budget on the bulletin board. The Finance Officer must also make the records available to the SHC bookkeeper and Treasurer.
    6. **f.** Serve as financial spokesperson for the House when dealing with banks, utility companies, suppliers, or the SHC office.
    7. **g.** Serve on the SHC Finance Committee and attend each meeting or send a substitute. Problems with the House books or House members' accounts must be brought up at finance committee meetings, along with a ledger of all member accounts. The Finance Officer shall be responsible for any fines imposed upon the House due to negligence in attending committee meetings.

1. **Section 4.9** The Steward (ST) shall:
2. **a.** Be responsible for the cleanliness and smooth operation of the kitchen. This involves making sure that shoppers, dishwashers, and kitchen workers understand their jobs and do them punctually and thoroughly.
3. **b.** Assist Haus cooks with providing a well-balanced meal plan and announcing meal times including delays.
4. **c.** Propose an amount for a total food allocation to be voted on as part of the term budget. Further, the steward's primary concern should be keeping within the House food budget.
5. **d.** Work with the Jobs Officer on tracking dish day completion
6. **e.** Put new members' names on the appropriate fridge and cabinet slot.
7. **f.** Track clipped and Haus meal dishes age alongside announcing when they are available for steals.
8. **g.** Supervise the purchase of non-food kitchen supplies and other non-food consumable goods (dish-towels, toilet paper, lights, etc.) and will assist the purchaser in putting them away.
    1. **g.1.** Determine the need for all kitchen supplies. The Steward shall be authorized to spend House maintenance funds with prior consent given by the Finance Officer and house approval of any purchases over $30, taking care not to deplete the month's budget.
9. **h.** The Steward is empowered to call for a Dish Dash with at least 48 hours' notice.
    1. **h.1.** The steward shall conduct a dish dash at the last meeting of the term.
10. **k.** The Steward is empowered to call for a Fridge Audit with at least 24 hours' notice.
    1. **k.1**The steward shall conduct a fridge audit at the last meeting of the term.

1. **Section 4.10** The Membership Officer shall:
    1. **a.** As a primary responsibility, support the on-going effort of keeping the House full to capacity. The importance of this task cannot be overemphasized. The entire year is a critical time for membership.
    2. **b.** See that prospective members meet the qualifications for open membership and understand costs and responsibilities. They should also schedule and conduct tours for prospective members whenever possible (however, any member can give a tour to a prospective member).
    3. **c.** Attend all SHC Membership Committee meetings to learn and share knowledge of how to find new members. They may send a substitute to the meetings, but will be charged for

any fines resulting from non-attendance.
4. **d.** Put new members' names on the appropriate mail slot.
    1. **1.** Forward mail of previous members forwarding address or mark return to sender
5. **e.** The Membership Officer is responsible for ensuring each touree has a copy of the House Constitution and any other documents that may be useful in orienting a new member.
6. **f.** Be aware of any policies enforced upon the House (i.e. pet policy, guest policy, harassment policy) this person is to know and understand the policies as it is in their job description to assist the SHC Vice President of Membership (VPM) in implementing them.
7. **g.** Understand the definition of harassment and must work with the Conflict Resolution Team in fulfilling the obligations of the procedure if the need arises.
8. **h.** Schedule room picks and keeping track of house seniority as laid out in Article VI.

1. **Section 4.11** The SHC Board of Director Representative (BoD Rep) shall:
    1. **a.** Vote for Phoenix House at all SHC BoD meetings. House members are encouraged to attend board meetings at their discretion.
    2. **b.** Post the BoD packs before the meetings in a visible place. They are to bring as much attention to them as possible so that more members of the house will read them.
    3. **c.** Sit on one of the SHC standing committees and pay any fines assessed to the House for non-attendance of any SHC meetings.
    4. **d.** Be considered a Director of SHC and is charged to act in the best interests of the House and SHC.
    5. **e.** Put every effort into getting the memberships input on all SHC issues.
    6. **f.** Sign any corporate documents.
    7. **g.** Be familiar with the SHC Code of Operations and By-Laws. They will be a reference for issues members have with SHC and their policy and practices.
    8. **h.** The board shall post the meeting agenda prior to the meeting
    9. **i.** Aid the house in conducting an evaluation of house officers every term
    10. **j.** Aid other house officers in the fulfillment of their roles
    11. **k.** Sit on any committees or act as representative of the haus to any outside entities deemed necessary by the house.
    12. **l.** Sit on the conflict resolution team

Section 4.12 The Events Coordinator shall:

1. **a.** Coordinate parties and intimacy parties for the house
    1. **1.** At least two party per term
    2. **2.** At least two intimacy event per term
2. **b.** Make a guest list for parties
3. **c.** Ensure pre-party meetings occur before every party
    1. **c.1.** Glow Sticks are to be administered
    2. **c.2.** House Party Portrait is to be taken
4. **d.** Notify neighbors and other cooperative when events are scheduled
5. **e.** Confirm all bands/entertainment/speakers for events
    1. Ensure entertainment is prepared for parties and events (i.e knowing set times and order, having the equipment, etc)
    2. Prepare the house for any accommodations entertainment may need (i.e. providing parking, equipment, etc)
    3. Ensure the proper set up and take down of equipment
6. **f.** Buying necessary items for parties that are approved by house
7. **g.** Make calendar of SHC events
8. **h.** Maintain a calendar of housemates birthdays

In the event of two Events Officers, there will be an officer focused on handling house logistics and an officer focused on logistics in relation to entertainment.

Co-op Coordinator:

1. **a.** Maintain and update the current party chore system of the house.
2. **b.** Ensure that participating housemates are assigned door duties and party chores
3. **c.** Attribute party chore fine and credits accordingly.
4. **d.** Ensure pre-party meetings occur before every party
    1. Glow Sticks are to be administered
    2. House Party Portrait is to be taken
5. **e.** Notify neighbors and other cooperative when events are scheduled

Master of Ceremonies:

1. **a.** Confirm all bands/entertainment/speakers for events
    1. Ensure entertainment is prepared for parties and events (i.e knowing set times and order, having the equipment, etc)
    2. Prepare the house for any accommodations entertainment may need (i.e. providing parking, equipment, etc)
2. **b.** Ensure the proper set up and take down of equipment

Both:

1. **a.** Coordinate parties and intimacy parties for the house
    1. At least two party per term (refer to Guest/Party Policy)
    2. At least two intimacy event per term
2. **b.** Maintain a guest list for parties
3. **c.** Buying necessary items for parties that are approved by house
4. **e.** Maintain a calendar of SHC events
5. **f.** Maintain a calendar of housemates birthdays

1. **Section 4.13 Officer limitations**
    1. **a.** Officers may not hold more than one officer position
        1. **1.** Even when the house isn't full officers may not hold one than more officer position (officer position may be empty in the event no one wants to run and house is low on members, expect when super succeeded by SHC constitution)

ARTICLE V: FINANCIAL OBLIGATIONS

1. **Section 5.1** At the first House meeting of each term after the Finance Coordinator is chosen, the House shall offer input on the budget being created. This budget should include all expected expenses; utility bills, SHC expenses (assessments), house reserves, food/ supplies, and a maintenance budget.

1. **Section 5.2** A term's budget may be enacted by referendum within one week of the first term meeting. If it is not approved by 2/3 of the Haus during this week, a House meeting is called automatically for the seventh day after the first House meeting.

1. **Section 5.3** All house reserves (shares) are not subject to member refund. Reserves can only be spent on house improvements approved by 2/3 current members. Any improvement must include three written estimates to be presented at the House meeting. Any member may

present a proposal to the House for reserve spending. (aka savings account) (members cant draw from the savings account)

1. **Section 5.4** Any failure to meet the terms of the payment agreement will be grounds for expulsion. The Finance Coordinator will call a special House meeting to discuss the member's failure to meet the terms of the payment agreement. This meeting will count as a Charge Inquiry. A 2/3 vote is necessary to expulse in such a case.

1. **Section 5.5** If any member fails to meet the terms of the payment plan and had signed a contract for an additional period, it will automatically become null and void. A house vote will not be required.

1. **Section 5.6** The House must be fully reimbursed for any damage resulting from the conduct of any member, or member's guest. The responsible member/host will be fined, if necessary, to cover the cost of the damage. The amount will be set at a regular House meeting and added to the account of the responsible party.

ARTICLE VI: ROOM ASSIGNMENTS

1. **Section 6.1** The Membership Coordinator shall adhere to the following guidelines in assigning rooms to new and old members:
    1. **A.** Room selection will be based on seniority.
    2. **B.** There are a possible five (5) points to be achieved each calendar year at Phoenix:
        1. **1.** (2) "Fall" (Sep - Dec)
        2. **2.** (2) "Spring" (Jan - May)
        3. **3.** (1) "Summer" (June - August)
        4. If a member moves in over halfway into a section, they will be awarded ½ of the points for that section. If a member moves in after a section has started, but before the halfway point of that section, they will receive full points. A member will still receive seniority points as long as they are paying for a contract, even if they are not physically living in the house for that period.
    3. **C.** Seniority will be determined by the following:
        1. **a.** Signing contracts by Phoenix Deadline
        2. **b.** Accumulated terms at Phoenix (paying charges while not in the house counts as a full term, getting a replacement to take your contract means you miss out on the semester's seniority points)
        3. **c.** Date and time of FIRST contract to Phoenix
        4. **d.** Date and time of resigning current contract to Phoenix
        5. NOTE: If a member has not resided in Phoenix for more than one semester consecutively then the member's seniority will be determined by accumulated semester points and the signing date and time of the contract in question-NOT just the first contract.

1. **Section 6.2** The signing deadline for Fall will be one week before room picks are done.

1. **Section 6.3** If a current member does not sign their contract by the Phoenix deadline, the member will be "bumped" behind those current members that do sign by the deadline, regardless of accumulated points. A member that misses a deadline will be at the bottom of the seniority list for that particular contract period only. Seniority will be re-tabulated at the next contract and members will be readjusted.
2. If a member misses the signing deadline, they will keep their seniority points and re-enter seniority list with their accumulated points when they re-sign. However, rooms cannot be

reassigned after the room-pick party. A member cannot pick a room without having already signed a Phoenix contract for the upcoming contract period. Seniority points should be re-tabulated after each term of the Phoenix calendar year

1. **Section 6.4** Fall seniority will be tabulated by April 1st. After this day, the ORDER of the seniority list for Fall may not change. The list may only change in number due to members releasing from contract. Remaining members will then be bumped ahead accordingly. Not even a past member with accumulated points may disrupt this order after April 1st.

1. **Section 6.5** Fall room picks for returning members will be done before May 1st. Once room picks are done NO ONE can change rooms, anyone that signs after this point will have to fill in an empty spot. People with more seniority may NOT move into a single if it becomes available after room picks are done.
2. Fall room picks for new members will be done before interim week. Once room picks are done, no one can change rooms. If a member with more seniority points signs after this point, they will have to take an open room.

1. **Section 6.6** New room picks will NOT be done for changes in membership in January. Any room adjusts due new room availability will be facilitated by the Membership Coordinator and be in accordance with seniority.

1. **Section 6.7** Once a member has moved into a room, they cannot be “bumped” out of that room unless that member does not sign his/her contract by the Phoenix deadline of the contract in question. Due to more room availability in the summer, members may move around to newly assigned rooms. However, summer members must switch rooms in the fall according to previously determined fall room picks.

1. **Section 6.8** A member receiving a NASCO internship or participating in AMERICORPS during the summer semester or a member who is chosen to be a model co-oper in an SHC house will be able to use this as a Phoenix House living credit because cooperation among cooperatives is encouraged.

1. **Section 6.9** If two persons lay claim to a double they previously shared, the person with higher seniority remains in the double.

1. **Section 6.10** A member in a double will be given every opportunity to choose their roommate without regards to seniority.

1. **Section 6.11** Parking assignments will be made during the first week of the year. They will be based on house seniority. Members should decide what type of parking system works for the house and vote on this system.

1. **Section 6.12** A member may claim “squatters rights” on the room they are currently residing in, even if a member with higher seniority wants to claim their room. A member must have at least 4 Seniority points to claim squatters rights.

ARTICLE VII: PAINT/DECORATION POLICY

1. **Section 7.1** Members have the right to decorate their rooms however they like. If the room is a double, both members must agree on the decorations. If conflicts occur the Membership Coordinator will be meditate and find a solution.

1. **Section 7.2** Members may not permanently decorate or paint any public part of the House without consent. This includes halls, bathrooms, kitchen, living room, etc. If a member wants to

make a permanent change a public area, they must first get permission from the membership at a House Meeting. Non permanent decorations (i.e. lights, posters) may be hung in common spaces, as long as they can be easily removed in the event that they are contested by other housemates.

1. **Section 7.3** Any decorations or painting in a public place that is deemed offensive by any member must be removed. Refusal to comply will result in action under the harassment policy.

1. **Section 7.4** In the case that a house member moves into a new room and finds a mural/ painting that was left by a previous occupant displeasing or offensive, money will be allotted in the house budget for painting supplies.

ARTICLE VIII: SAFER SPACE AND HARASSMENT POLICY

Phoenix Cooperative Haus is a place of living and learning meant to provide its members with the tools and experiences to grow into the best version of themselves. That includes the space to make mistakes, change, and be able to gain healthy relations to conflict and handle it productively in a secure and safe environment. This safe and safe environment includes a process and safety measure for handling conflict based in a transformative justice framework and supported by the resources of the SHC.

1. **Section 8.1 Conflict Resolution:**
    1. **a** Conflict Resolution Team: The house level officers that are responsible for addressing conflict on the house level and supplying the house and its members with the tools and resources necessary to handle conflict.
        1. **i.** The conflict resolution team will be constituted of a house elected:
            1. **1.** Education Officer
            2. **2.** Membership Officer
            3. **3.** Board of Director House Representative
        2. **ii.** Members of the conflict resolution team are required to receive SHC conflict resolution training and bias training annually.
        3. **iii.** Conflict and issues can be brought to and handled by individual members of the conflict relation team or by multiple members of the team in collaboration based on conflict of interest, bias, availability, severity, preference, etc.
    2. **b** Conflict: Any issue, confrontation, or dispute between housemates including those that have not escalated to the point of becoming a grievance filed with the SHC office or requiring an outside investigation.
        1. **i** Interpersonal Disputes - Members are encouraged to follow the SHC's conflict resolution process to address issues. (Try to work things out face to face)
            1. **1.** Keep in mind house norms when addressing issues
            2. **2.** Members are to but in a good faith effort to resolve interpersonal efforts
            3. **3.** If attempts at resolution are unsatisfactory members may reach out to the conflict resolution team for tips, tools, meditation, or the creation of an accountability plan.
        2. **ii** Violations of House or SHC Governing Documents
            1. **1.** The first violation will be handled as a house level conflict.
            2. **2.** After a second violation of a similar nature there will be a complaint filed with the SHC Grievance committee on behalf of the house by the Education Officer or a member of the conflict resolution team.
            3. **3.** If a third violation occurs the Board Representative will prepare a motion for expulsion and notice to the accused.

3. **iii** House destruction or destruction or theft of members private property be fined in the following manner unless otherwise described in this constitution:
    1. **1.** The membership will hear accusations and evidence about the member who has purposefully destroyed or stolen an item during a Regular House Meeting.
        1. **a.** If dealing with house property the facilities officer, finance officer, or conflict resolution team will bring it to a meeting.
        2. **b.** If dealing with personal property issues that could not be settled between the individuals involved the item will be brought to a meeting by the complainant or the conflict resolution team.
    2. **2.** The membership will vote on whether to fine the individual in question after both sides are heard.
    3. **3.** If the vote is in favor of fining the member in question, then fines shall be levied based on the value of said item.
    4. **4.** If the vote is not in favor of fining the member in question, then the issue will be considered resolved.
    5. **5.** Any other actions/processing for dealing with conflict or violation of governing documents will be acted out concurrently and follow their own means for resolution.
4. **iv** Accusations of Harassment - Any member, guest, or employee who feels that they are being harassed by another member, guest, or employee SHC has the option and right to utilize the following procedures to ameliorate the situation.
    1. **1.** The alleged victim may approach the alleged perpetrator and discuss the problem with that individual.
    2. **2.** The complainant may bring the details of the harassment to the member of the Conflict Resolution Team and have a meeting including the parties of the Meeting Facilitator, the Membership Officer, the alleged victim, and the alleged perpetrator.
    3. **3.** The two parties of the complaint may choose a mediator, of which both approve, to facilitate a meeting between the alleged victim and the alleged perpetrator. If this is not possible, the Membership Coordinator will mediate or appoint a mediator. This can include the selection of a mediator from outside of Phoenix House.
    4. **4.** The allegation is documented with the Membership Officer. This documentation is to be confidential and only the house conflict resolution team is to have access to this information outside of the alleged victim and the alleged harasser.
    5. **5.** The alleged perpetrator of harassment is to be given a period of time to adjust their behavior. The time is to be determined by the parties that attend the meetings discussed in this Article. The specifics of how this adjusted behavior will be documented in an accountability plan.
    6. **6.** The alleged victim may report the incident to the SHC (with aid of the conflict resolution team if requested), where a grievance committee will be formed in order to help them proceed further.
    7. **7.** If the alleged perpetrator adjusts their behavior within the allotted time, according to the accountability plan confirmed with the satisfaction of the alleged victim, then the case is closed with documentation remaining on file.
    8. **8.** If the alleged perpetrator does not adjust their behavior within the allotted time, according to the accountability plan and confirmed by alleged victim, then the alleged victim may:
        1. **a.** Bring the alleged harassment complaint to the House Membership

Officer and have a meeting, including the parties of the Meeting Facilitator, the Membership Officer, the alleged victim, and the alleged perpetrator.
2. **b.** Approach the alleged perpetrator to discuss the problem.
3. **c.** Agree with the alleged perpetrator on the selection of a mediator to facilitate a meeting between the alleged victim and the alleged perpetrator.

9. **9.** The actions of the alleged perpetrator are to be documented by the Membership Officer and shared with the SHC Vice-President of Membership after this second time. This documentation is to be confidential and only the SHC Grievance Committee (outside of the house conflict resolution team) is to have access to these files.
10. **10.** After this second allegation, the House must have a meeting within one week to discuss the behavior and safety, with the option of having the SHC Vice-President of Membership facilitate.
11. **11.** Both the accuser and the accused have the option to appeal to the SHC Membership Committee.
12. **12.** House sanctions against the alleged perpetrator can be but not limited to fines, move reassignments, referrals, and/or expulsion, taking into consideration the outcome of the SHC and House meetings or the private meetings of the parties to the complaint.

5. **v** Members and guests that violate consent to the point that a house member feels unsafe will be subject to the following processes that could result from a banning/removal from the house.
    1. **1.** If the violation of consent occurs by a guest of the house to a non-housemate, 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. **2.** If the violation of consent occurs to a housemate by another member of the SHC, the matter will be taken to the SHC membership committee who will determine further action.
    3. **3.** If the violation of consent occurs to a housemate by another housemate, conflict resolution will establish a safety and accountability plan for the parties involved and if wanted file/help file a complaint with the SHC or other investigative parties. Expulsion is an option.
    4. **4.** If a violation of consent is reported to be perpetrated by a housemate to a non-housemate, will establish a check in and possibility accountability plan.
    5. **5.** 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.
    6. **6.** An option remains for the victim/survivor to choose to leave the house with approval from the membership committee to terminate or transfer their contract with their current house without consequence.
6. **vi** Non renewal of contracts - A member may be refused renewal of their house contract and put on house referral for any non-discriminatory reason as means to resolve conflict.
    1. **1.** Vote must be at a quorum meeting of a co-op with a majority of those present.
    2. **2.** The member being put on referral must be notified in writing one week before the meeting at which the referral issue will be discussed.
    3. **3.** Any member may bring the issue to the House for consideration.

3. **c** Grievance: A specific reported complaint reported to and handled by an SHC grievance

committee. Reference SHC Code of Operations 9.02 Policy on Dispute and Conflict Resolution.

1. **i** The Conflict Resolution Team may assist a member in the filing of a grievance or file one on behalf of the house.

4. **d** Harassment: Reference SHC Code of Operations 9.03 Anti-Discrimination and Anti-Harassment Policies for information on the cooperative's handling of claims of harassment.
    1. **i** Harassment is any kind of behavior towards a person which impairs their full enjoyment of the benefits, climate or opportunities of the Phoenix Cooperative House and the SHC. This definition includes sexual harassment. Harassment may include (but is not limited to):
        1. **1.** Malicious remarks or behavior toward another person. This could include:
            1. **a.** Discriminatory Behavior
                1. **i.** For Example, harassment in forms such as pinching, caressing, touching, vandalism, etc.
            2. **b.** Discriminatory Verbal or Written Insults including, but not limited to, discriminatory, offensive, or obscene remarks.
                1. **i.** For example, the writing or speaking of derogatory names or comments that refer to an individual's race, creed, ethnic origin, gender, sexual orientation, etc, as well as using slurs.
        2. **2.** Explicit verbal threats where an individual's personal safety is put in jeopardy by the language of another.
            1. **a.** For example, "I will hit you if…" "You had better… or else…" "If you do not do what I say, I will hurt you".
        3. **3.** Physical intimidation, including manipulative or otherwise inappropriate behavior.
            1. **a.** Intimidation includes offensive advances (e.g. sexual proposition) or inappropriate behavior (e.g. touching, kissing, caressing).
                1. **i.** This includes action with or without threat of punishment for non-compliance and with or without the promise of reward for compliance.
        4. **4.** Unreasonable invasion of a person's privacy, including taking photos, recording video or audio, or otherwise gathering personal information without warning or consent with full disclosure.
        5. **5.** Any act of vandalism towards a person or their property.
        6. **6.** Assault, including any type of physical violence.

5. **e** Expulsion: Reference SHC Code of Operations 9.10 Expulsions. Expulsion should be treated as a last resort measure in any situation. Expulsion proceedings should be pursued only after the Vice-President of Membership has been notified and all other attempts to deal with the issue have failed.
    1. **i** Reasons for expulsion include:
        1. **1.** Continued non performance or poor performance of House duties
        2. **2.** Malicious destruction of House or members' property
        3. **3.** Use of violence, force, or threats, including harassment against House members or guests
        4. **4.** Nonpayment of charges or fines occurred
        5. **5.** Continuous violation of House rules (norms or constitutional)
        6. **6.** Discriminatory acts based on race, gender or sex identity/perception, ability status, sexual preference, or national origin.
        7. **7.** Violation of city, state, or federal law.
        8. **8.** Violation of housemate's rights

2. **ii** The accused member shall be personally notified both orally and in writing of the charges citing appropriate grounds for expulsion and shall be given a chance to respond at a House meeting before an expulsion vote is cast. Both oral and written notification must be approved by a majority of House members.
3. **iii** An expulsion vote may only take place at a scheduled House meeting where ⅔ of the membership currently residing in the house is present (⅔ of the total membership, 20 members), following the posting for one week of signed charges citing appropriate grounds for expulsion. These charges must include specific details of the alleged violations, along with the name of at least one witness.
4. **iv** Upon passage of the motion to expel, the person expelled shall be given 24 hours to indicate when, within no more than seven days, they will be leaving. If the person refuses to leave the House, the Membership Officer shall ask the SHC Vice-President of Membership to initiate formal eviction proceedings in court.
5. **v** During the eviction proceedings, the rights of the expelled member shall be scrupulously protected by the House members.

1. **Section 8.2 Consent:** A requirement for cooperative living and life and value of Phoenix Cooperative House. Consent is specific permission for something to happen or agreement to do something (whether sexual or non) in a specific encounter. Consent must be given as a voluntary, willful, and unambiguous yes by all parties involved, given as they are in a fair position to do so. Fair is defined as being able minded and informed to make the decision and without coercion, pressure, or influence to do so. Consent can be revoked or adjusted at any time by anyone involved.
    1. **a** Consent is about communication and therefore frequent check-ins with involved parties is expected.
    2. **b** All guests must be informed on Haus consent policy.
        1. **i** Any violation of consent can be to the conflict resolution team to decide future action.
    3. **c** Consent is necessary for (this is a non exhaustive list):
        1. **i** Entering another housemates room or using their belongings
        2. **ii** Touching people's bodies
        3. **iii** Venting or unloading on another person in conversation.
            1. **1.** Emotional baggage or triggers must be consented upon before bringing up in conversation.

1. **Section 8.3 Safety and Emergency Planning:**
    1. **a** At the beginning of each semester, the conflict resolution team is required to gather contact and safety forms for all members.
        1. **i** If a member does not provide this information, they will forfeit their right to have their preferred emergency contact method used. They cannot blame the house for decisions made in emergency situations as a result.
    2. **b** In the case of a fire house members are to abide by the house fire safety plan. (See Appendix)
    3. **c** In the case of a flood house members are to abide by the house flood plan. (See Appendix)
    4. **d** If a member has any health condition (allergies, disabilities, etc), the membership officer or conflict resolution team should be made aware, in order to ensure the health and safety of that member at all times by use of a safety and needs plan. If any member discloses personal health conditions to the house or a specific house member, those who are knowledgeable of their condition are required to remain confidential.
    5. **e** If a member should contract any illness, said member must let all other Haus members know immediately, and it will be dealt with in accordance to its severity. (For example,

COVID-19: Isolation, common cold: medicine and mask word in common areas, etc.)

6. **f** Emergency provision – Unilateral action can be taken by the finance officer, facilities officer and Board Representative if necessary. Any money spent will be voted on by the house as soon as quorum can be met and then re-voted on at the next house meeting. The amount of money spent cannot exceed $300.00.

1. **Section 8.4 Ban List:** The House has a banned list managed by the Conflict Resolution Team. The banned list is for persons who have been identified as violators to the House Constitution and Norms or someone's personal safety and comfort. In order for someone to be banned it must be brought to a house vote, UNLESS the person has committed a severe offense, including but not limited to assault*, harassment, bullying, battery, intentional destruction or theft of house property and/or personal belongings by a guest, or being expulsed from the house.
    1. **a** The housemate that believes this person should be banned is to go to the conflict resolution team and all will sign the Ban List Confidentiality Agreement if they want to remain anonymous. If a housemate does not feel comfortable, they can send a proxy in their place.
    2. **b** If the Conflict Resolution Team does not feel like the situation is severe, they can offer to divert the person to bring it up at a house vote.
    3. **c** Once someone is banned through the Conflict Resolution Team, they will announce in the "Announcements" channel and at the following meeting that "The Conflict Resolution Committee has decided that [person] is banned from the Phoenix Haus for [predetermined reason between all parties involved]".
        1. **i** If the now banned person is a member of another SHC cooperative house the membership officer will communicate the banning to that house's membership officer with the formatting above.
    4. **d** Once banned, their name, photo, and a brief yet clear reason is added to the Ban List Document.

Assault is used as an umbrella term in this document to refer to any kind of assault, this includes sexual assault, physical assault,verbal assault, ect.

ARTICLE IX: GUEST/PARTY POLICY

1. **Section 9.1** Definitions:
    1. **Guest:** One or two friends of a member.
    2. **Group:** A gathering of people in a member's room that are remaining quiet and not disturbing other members.
    3. **Party:** A gathering of people initiated by a member in a common area where drinking, music, dancing, or loud noises may occur.
    4. **House Party:** A gathering involving several members of the House and a large number of people with live music, party chores, etc.

1. **Section 9.2** Members must notify all other members of Phoenix that they will have a guest using the facilities and/or hanging out in the common areas when the member is not present. Notifications may be verbal or communicated digitally.

1. **Section 9.3** If a guest is to stay for more than seven days, the host must get a referendum vote by House members. In addition, the host must put a notice informing those members not personally informed that they have a guest in the House.

1. **Section 9.4** The host will be charged $8/day for the guest's room and board after the seventh consecutive day.

1. **Section 9.5** If a guest stays for less than 7 consecutive days/semester the charge to the host is waived. Guests who stay for more than 7 consecutive days/term accrue charges from the first day they began staying at Phoenix.

1. **Section 9.6** A day will be defined as sleeping over and using any House facilities.

1. **Section 9.7** Guests will not be allowed to sleep in any common area unless every House member is made aware and approves this act. Any dissent will be anonymous by notice to the Membership Officer, Education Officer, and/or Board Representative. Any concerns should be directed to the host at the next House Meeting.

1. **Section 9.8** As per the SHC Code of Operations, no person may stay in the House for more than 31 days as a guest. With House approval, the guest may become a member and sign a contract.

1. **Section 9.9** A gathering in a common space that does not extend past quiet hours does not need to be announced to the House.

1. **Section 9.10** All House parties must be voted on at a meeting by a quorum vote at least 30 days in advance. Members that will not be present or participating in the party may be released from the liability of party duty (i.e. set up, door duty, clean up, bands) by notifying to the Jobs Officer.

1. **Section 9.11** Fines for not following the guest and party policy may be left by a vote at a House Meeting. Any member may initiate the call for fines. If they wish to do it anonymously, they can ask the Board Representative to add it to the agenda.

ARTICLE X: FINES AND PENALTIES

1. **Section 10.1** Any member may initiate the fines procedure. These positions will administer fines in Phoenix House: Jobs Officer, Maintenance Officer, Steward, Events Officer, Education Officer and Finance Officer.
2. **Section 10.2** All house officers will be responsible for monitoring each other with the use of officer meetings and meeting reports at regular house meetings. If a House Officer is not completing their job, they will be fined. A second offense will result in the creation of an accountability/improvement plan. A third offense will call for a vote by the House to recall the Officer.
3. **Section 10.3** Fines are allocated to those members who are “without a doubt” guilty of neglecting their House jobs or not attending House Meetings.
4. **Section 10.4** Each point of a job is worth $10 (that is, a 2 point job is worth $20 etc.) Fines for failure to complete jobs once follow this rule. Members will be fined for failure to complete a required job. (For example: a house member that is not contributing to the 4 point system is eligible to be charged $40 per week which is $10 per required point.)
5. **Section 10.5** House members can receive credit for picking up another member’s job at any time equal to their fine. (Steals)
6. **Section 10.6** All members have the right to explain their circumstances at a House Meeting if they feel they are innocent. The majority vote is needed to repeal a fine.
7. **Section 10.7** Members that miss a work holiday will be fined $25 per chore. The Jobs Coordinator may allow them to make up the time, in lieu of a fine, if they have an acceptable reason for missing the Holiday.
8. **Section 10.8** Dish Dash: With prior notice entrance into the personal rooms to look for house dishes by the House Steward is allowed. The housemate with the most dishes reported in their

room is responsible for washing all of the dishes collected. If the member does not wash the dishes they will be fined $2 per dish. This bounty is up for steals.
    1. **10.8.a** Dish totals, responsibility for cleaning, and any incurred fines will be split among roommates.
9. **Section 10.9** Fridge Audit: With prior notice, all housemates will be expected to go audit their fridge spot; cleaning it and throwing out any items that have “gone bad”. Any members not in attendance of the fridge audit or who did not clean out their fridge spot and report so to the House Steward will receive a fine equal to one chore point.
10. **Section 10.10** Meeting fines are as follows:
    1. **a.** First missed meeting = “freebie”
    2. **b.** Second missed meeting = $10 fine
    3. **c.** Third missed meeting = $15 fine
    4. **d.** All following missed meetings will bring fines increasing by $5 each miss (i.e. $15, $20, $25…)
    5. Valid reasons for missing a meeting include: death, family activities, medical emergency, jury duty, and work, etc.
    6. Meeting fines shall be re-set at the beginning of a new semester.

ARTICLE XI: JOBS POLICY

1. In the case of changing the job system will be voted on by the house at the beginning of the term. Once established, a weekly or monthly trial run may occur before the system is permanently implemented through quorum vote. After this vote passes, this is the permanent system in place until the new term, where the system may be revoted on. Points are assigned to specific tasks determined by the difficulty/time demanded of the task. Each unfinished point is a $10 fine. For example, if a member only does 1/3 points one week, they will be charged $20. Fines accumulate throughout each month, and are charged as an additional sum along with your charges.

1. **Section 11.1** Any fine will count as a “foul”. A member may only get one weekly fine per job.
2. **Section 11.2** If a member accumulates TWO fouls, there would start a house conflict resolution process with the Jobs Officer acting on behalf of the house. Should a third or more foul occur an official grievance with the SHC will be filed by the Jobs Officer on behalf of the house and may result in expulsion of the member.
3. **Section 11.3** Fouls can only accumulate per term (i.e. a person can have 5 fouls and not come up for grievance because that member has not reached three fouls in any specific term. Two in the first Fall term, One in the Spring term, Two in the Summer term).
4. **Section 11.4** If a member does not do any weekly cleaning jobs (i.e. bathrooms, living room, hallways, and recycling), the member will be fined accordingly and given 24 hours to finish the job. If still not complete, the member will be fined at the end of the week.
5. **Section 11.5** If a member does not do a dish shift then the member will be fined. The next dish doer may receive the fine from the previous member on completion of all dishes.
6. **Section 11.6** Special Arrangements may be set up in advance with the Job Officer if a member is to be away for an extended period of time.
    1. **11.6.a** Extensions for chore deadlines may be requested and may be given by the Jobs Officer within reason.

ARTICLE XIII: DRUG POLICY

1. **NO USE OF ILLEGAL DRUGS ON PHOENIX HOUSE PROPERTY. NO ILLEGAL DRUG**

TRAFFICKING ON PHOENIX HOUSE PROPERTY.

ARTICLE XIV: PET POLICY

Phoenix is a pet friendly house. Pets are defined as any animals brought into the house by an individual meant to stay on the property longer than a day. Uncaged pets are defined as cats, or any other animal that would spend the majority of its time outside of a cage. Free-roaming pets are any pets allowed to regularly spend time outside of their owner's room. By choosing to live in this house, you are agreeing to possibly live with any approved animals.

1. **Section 14.1** Each individual pet must be voted on by the house members in order to live in the house. In the case of doubles, both roommates must agree to house a pet in their room.
2. **Section 14.2** After a pet has been approved by the house members, pet owners must submit a Pet Agreement to the SHC. They must also comply with House enforced pet agreements (i.e. The Cat Contract).
3. **Section 14.3** The pet must be voted on before the pet's arrival. One uncaged animal per person, one cage of animals per person, the maximum amount of uncaged animals is 4. Each pet is subject to re-approval at the first house meeting of each term. If the house does not vote on the animal, the pet is considered re-approved.
4. **Section 14.4** Animals can always be re-voted on, given any housemate has a valid grievance or concern with the pet continuing to live in the house. This vote should be held as a blind vote. If a pet is voted out, the pet owner has one week to remove the pet Section Any costs from damages attributed to a pet, or non compliance with removal will be the responsibility of the pet owner and will be assessed to the owner by the Finance Officer on the charge sheet.
5. **Section 14.5** For animals to become free-roaming you have to gain a separate approval vote.
6. **Section 14.6** Members are held responsible for their pets and any destruction they cause and will be fined accordingly.
7. **Section 14.7** Pet owners must submit any necessary documentation or be subject to potential fines and a pet re-vote. (i.e. Pet Agreements, Cat Contracts)

ARTICLE XV: AMENDMENTS

1. **Section 13.1** This constitution may be amended by a two-thirds vote during a House Meeting which has quorum present.
2. **Section 13.2** Any amendments which pass shall be posted immediately and updated within SHC storage along with notifying the Vice President of Education.

ARTICLE XVI: SCOPE

This constitution shall be subject to all laws and regulations set forth by the United States of America, the State of Michigan, and the City of East Lansing.

1. **a.** This constitution shall be subject to all rules and regulations set forth by the Spartan Housing Cooperative (SHC) and all of its respective governing bodies.
2. **b.** This constitution shall supersede and null all previous constitutions initiated by Phoenix House Cooperative.
3. **c.** This constitution shall supersede any rules or regulations that were implemented under its

governance.

4. **d.** All rules and regulations made under the governance of this constitution shall be placed in the addendum section of this constitution upon the approval of the active members during a Regular House Meeting.

Appendices

1. **A.** Chore System
    1. **a.** Chore Point Values
    2. **b.** Dish / Trash
    3. **c.** Work Week
2. **B.** Meeting Reports
    1. **a.** House Meetings
    2. **b.** Officer Reports
3. **C.** Emergency Plans
    1. **a.** Fire
    2. **b.** Flood
4. **D.** Party
    1. **a.** Norms
    2. **b.** Chores
5. **E.** Safety Plan
    1. **a.** Accountability Plans
    2. **b.** Contact List
        1. Refusal
    3. **c.** Safety & Accommodation Plans
    4. **d.** Ban List
6. **F.** Living Agreements
    1. **a.** Norms
    2. **b.** Roommate Agreements
    3. **c.** Free-Roaming/Cat Contract

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Last update: **2026/07/19 15:32**