

# PHOENIX HAUS CONSTITUTION

## MISSION STATEMENT

The mission of Phoenix Haus is to create a cooperative intentional living community built on equality, consent, wellbeing, and accountability of its members for the benefit and sustainability of the haus, and the student housing cooperative as a whole.

## 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 Student Housing Corporation Code 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.

## ARTICLE 1: 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 Student Housing Corporation 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, sexual orientation, marital status, age, ability status, or political preference.
1. **Section 1.3** Members are required to sign contracts that coincide with the Student Housing Corporation 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.

## ARTICLE II: MEMBER RESPONSIBILITIES & DUTIES—

1. **Section 2.1** Members are required to:
  1. Read, Understand and promote the Phoenix House constitution and norms;
  2. Take an active part in the operation of Phoenix House;
  3. Promptly pay charges;
  4. Attend all House meetings;
  5. Make proper use of House facilities; do not abuse;
  6. Actively participate in physical upkeep of the house;
  7. Obey and convey all norms, rules and policies that Phoenix House sets;
  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 Coordinator to approve or dismiss excuses. Each unapproved excuse shall be considered an unexcused absence. For each unexcused absence, members will be charged a fine of \$5. If missing meetings becomes a recurring problem, the Membership Coordinator will reach out to the housemate.
  1. **Section 2.2.1** Any unexcused absence from a Regular House Meeting calls for a House vote on expulsion proceedings. The member may be expelled by a majority vote of total current membership. If a member misses a third meeting in a contract period without an excuse, the necessary vote for expulsion will drop from majority vote to 1/3 vote of total current membership. The House Treasurer shall be responsible for immediately taking steps to evict expelled members.
1. **Section 2.3** Members are required to perform a minimum of 4 weekly credit points of work duty. Each member must also complete a designated amount of general house improvement during each of Phoenix House's Work Weeks (See Article VII XI). 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 lease. Any 'potential' new member must meet all Phoenix House 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 Coordinator. 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.**

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