

# 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 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 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.

## 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 Membership Coordinator 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** Any member with meeting facilitation experience may facilitate the first meeting of the semester.
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 Coordinator, and left in the house google drive 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. COORDINATOR 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.** Maintenance Officer
  3. **C. CHARGE INQUIRY**
  4. **D. FINE APPEALS**
  5. **E. OLD BUSINESS**
  6. **F. NEW BUSINESS**
  7. **G. MEMBERS' PRIVILEGE**

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.

## ARTICLE IV: HOUSE COORDINATOR

1. **Section 4.1** The House Officers shall consist of the: Education Coordinator, Jobs Coordinator, Maintenance Coordinator, Membership Coordinator, Finance Coordinator, The Steward, and SHC Board of Directors Representatives
1. **Section 4.2** Coordinators must be elected for each term at the First House Meeting of the term. Job descriptions must be made available to all members from the day of move- in. Phoenix House Coordinators will be elected by a majority vote. Coordinators serve until the end of the term, 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 coordinator may be recalled by a majority vote if the issue is announced on a meeting agenda. The coordinator in question may not facilitate the meeting. All recall votes shall be anonymous.
1. **Section 4.4** All House Coordinators 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 Coordinator should report on Vacancies, Jobs Coordinator on Job performance and fines issued, etc.)
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.** Help alongside the Membership Coordinator to resolve any disputes among the membership.
  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.

1. **Section 4.6** The Jobs Officer (JO) shall:

1. **a.** Make sure that all House jobs are done on time and properly.
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.
3. **c.** Post when jobs will be checked, up for steals, and fine accordingly. The JO 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 semester. A list of activities for the work week must be presented at a House meeting prior to the work weekend.

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.
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 term's 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 Facilities Coordinator.
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 FC.
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.
10. **j.** 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.
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.

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.
8. **h.** Post member balances twice monthly, to ensure peer pressure on past due accounts and to demonstrate that charges is being collected and accounted.

1. **Section 4.9** The Steward shall:

1. **a.** Be responsible for the cleanliness and smooth operation of the kitchen and providing a well-balanced meal plan. This involves making sure that cooks, purchasers, dishwashers, and kitchen general improvement that all kitchen workers understand their jobs and do them punctually and thoroughly.
2. **b.** Notify the House of any warnings and fines administered.
3. **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.
4. **d.** Contact the other House stewards to coordinate any money-saving, joint bulk purchases. e. 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. **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.
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.** Make certain all members have room and House keys. Along with holding duplicate keys.
  7. **g.** 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.
  8. **h.** Understand the definition of harassment and must work with the Education Officer in fulfilling the obligations of the procedure if the need arises.
  9. **i.** 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.

## 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 House 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 member maintaining a \$50 or more balance will be placed on the House Meeting Agenda for a "Charge Inquiry". The member will explain their situation and negotiate a payment agreement before the meeting is adjourned. (Payment agreement must be approved by a simple majority)
1. **Section 5.5** 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 expuls in such a case.
1. **Section 5.6** If a member comes up for "Charge Inquiry" TWO times during a contract period they will be notified that they will be evicted the THIRD time they come up for "Charge Inquiry."

On this third Charge Inquiry, a 100% vote of current membership is the only safety net for this member to continue living at Phoenix House.

1. **Section 5.7** 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 5.8** 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. 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 and Summer deadline will be move out day for Spring Term.
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 section 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. Credits are not awarded for “just being a member” of another co-op.
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: HARASSMENT POLICY**

1. ALL HOUSE MEMBERS WILL ABIDE BY THE SHC CODE OF OPERATIONS HARASSMENT POLICY. ANY FORM OF HARASSMENT TOWARD ANY OTHER MEMBER, OR GUEST, IS GROUNDS FOR IMMEDIATE EXPULSION.

## **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.

1. **Section 9.2**
2. **Section 9.3**
3. **Section 9.4**
4. **Section 9.5**
5. **Section 9.6**
6. **Section 9.7**
7. **Section 9.8**
8. **Section 9.9**
9. **Section 9.10**
10. **Section 9.11**

## **ARTICLE X: FINES AND PENALTIES**

## **ARTICLE XI: JOBS POLICY**

## **ARTICLE XII: DRUG POLICY**

## **ARTICLE XIII: AMENDMENTS**

## ARTICLE XIV: PET POLICY

## ARTICLE XV: SCOPE

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