

# Raft Hill Cooperative Constitution

## Preamble:

Raft Hill was established for the purpose of teaching and living in a cooperative housing situation. Membership is guided by these cooperative principles:

- Membership is open to all, without social, political, religious, sexual orientation, or racial discrimination.
- Democratic decision-making: one person- one vote.
- Limited interest, if any, on capital placed within the house.
- Savings distributed equally, or placed for the further development of the house.
- Constant education of members in co-op principles and methods.
- Cooperation with other cooperatives through the Student Housing Cooperative, the Inter-Cooperative Council, and NASCO.

## Article I: Statement of Purpose

### Section 1: Name

This organization shall be known as Raft Hill Cooperative, referred to in short as Raft Hill.

### Section 2: Purpose

The purpose of this organization shall be to create a cohesive bond between the members and to provide social and cultural activities. Further, it is to provide room and board at moderate cost.

## Article II: Nondiscrimination Policy

The membership shall be open to people of all colors and creeds, and persons of all national and political affiliations, without regard to gender, sexual orientation, religious affiliation, age, or weight. Any person capable of fulfilling their responsibilities to the organization may apply and become a member of Raft Hill Co-Op. Additionally, Raft Hill will provide any accommodations in the interest of health and wellness to members if deemed fair and reasonable by membership and protect its members from threatening and violent behavior.

## Article III: House Processes

### Section 1: Job Elections

#### 1. Part A

2. Elections shall be held at the first house meeting of each academic term (i.e., fall semester,

spring semester, and summer). Each member wishing to hold office shall make a statement explaining why they should be considered for the position. All members shall have an opportunity to question each candidate's credentials before the election takes place.

1. **Part B**

2. A majority of all votes cast (i.e., 50 percent of votes cast plus one) shall be necessary to elect with the understanding that a blank vote (or a vote for anyone not in nomination) is not a vote cast. If on the first vote no candidate is elected, then it shall be permissible to eliminate the names of all candidates except the two polling the highest number of votes. In the event of a tie between those candidates, a random drawing shall determine who wins.

1. **Part C**

2. Any vacancy of a house office which occurs will be filled by elections at the next regular or special house meeting.

1. **Part D**

2. The above procedures are only necessary when more than one house member desires the vacant office. Otherwise, a voluntary election with a hand approval of the house majority is all that is necessary for elections.

## **Section 2: Terms of Office**

All Officers will be elected on a term to term basis, as defined in Part A.

## **Section 3: Impeachment**

Any officer may be impeached and removed from office by a two-thirds secret vote of all votes cast with the understanding that a blank vote is not a vote cast.

## **Section 4: When Jobs Go Into Effect**

- Unless decided otherwise, jobs go into effect the moment the house meeting at which jobs were decided adjourns.
- Jobs are not in effect during spring break, winter break, the interim period between contract periods, and the Thursday, Friday, and Saturday encompassing Thanksgiving. Members who stay in the house during that time shall collaborate to keep the house in reasonable order.

## **Section 5: Fines**

1. **Part A**

2. It is the jobs manager's job to assess fines. In their absence, any two officers may assess a fine.

1. **Part B**

2. Notice of any fines shall be clearly posted on the house bulletin board.

1. **Part C**

2. Fines may be removed by a vote of the majority (i.e., 50 percent + 1) of the voting members attending a house meeting.

1. **Part D**

2. The purpose of collecting fines is to hold members responsible for their participation in running and maintaining the house and paying their rent on time.
3. Members should avoid fines by trading jobs with other members when they will be absent or otherwise unable to fulfill their responsibilities.
4. Fines collected for failing to perform a chore shall be paid to the person(s) who performed the job.

**1. Part E**

2. The fine shall be \$10 per point (e.g., the fine for a 2 point job would be \$20).

**1. Part F**

2. In the event that the house receives a fine issued by the city of East Lansing, the cost will be split equally between the person responsible and the jobs manager. The parties responsible will be allowed to dispute their case at the first house meeting after the fine is issued, at which point the house will decide how the fine will be distributed.

**Section 6: Meal Plan**

- The school year meal plan is mandatory for all members.
- All members contribute to the meal plan by paying an equal amount to the food budget and participating in an equal number of job points.
- The Raft Hill meal plan is vegetarian. Meat, however, is not banned from the house.
- The meal plan shall be automatically suspended on university holidays and during university break periods, unless a majority vote is made in favor of running the meal plan during any of those periods.

**Article IV: Seniority and Processes Determined by Seniority****Section 1: Seniority****1. Part A**

2. Seniority is determined by the total amount of time that a person has, or will have been a member in good standing, living at Raft Hill at the time a contract period begins. Seniority is accumulated, and hence, does not need to be consecutive.

**1. Part B**

2. Seniority is decided by the terms as follows:
3. The person with the highest points has the highest seniority.
4. For each fall or spring semester living in Raft Hill, the active member will receive 5 pts.
5. For each summer living in Raft Hill, the active member will receive 3 pts.
6. For each fall or spring semester living in the SHC , but outside of Raft Hill, the active member will receive 2 pts.
7. For each summer semester living in the SHC, but outside of Raft Hill, the active member will receive 1 pt.
8. If point totals are equal for two active members, then their signing dates will be used to determine whose seniority is higher. If that is the same, then an impartial manner such as drawing straws, flipping a coin, or rolling a die will determine who has higher seniority amongst those individuals.
9. Full seniority points for the relevant semester are awarded to members who have spent more than half of that semester living in the house, with exceptions made at house discretion.
10. Each semester a member is not in the house, they lose the number of points associated with that semester (e.g. if a member is gone for the fall, they would lose 5 pts).

**1. Part C**

2. Time spent away from the house for any purpose shall count as time lived in the house so long as a contract with SHC and Raft Hill is maintained (i.e. rent is paid) and that person's space is not held by a third party for a total of more than thirty days (sub-leasing).

**1. Part D**

2. Seniority shall not be accumulated by anyone for any period of time that they stayed at Raft Hill, but did not maintain a contract with SHC and pay the full, established rent.

## Section 2: Room Picks

### 1. Part A

2. Room changes will take place at the beginning of each contract period.

### 1. Part B

2. Rooms are chosen by Seniority at a house meeting. The person with the highest seniority has first choice, second highest has second choice, and so on. The room pick meeting for the following school year and summer shall not take place prior to all the spots being filled (with contracts signed), or April 1st.

### 1. Part C

2. Any member that holds a room for three or more consecutive semesters (fall, spring, and summer each count as 1 semester) will gain squatting rights to that room. While a member has squatting rights they have first choice for that room, regardless of seniority.

### 1. Part D: Doubles by Default

2. Under this article, no person shall be required to share a double with the member of the opposite sex, unless both parties consent. In the event that all the members who should be involuntarily placed in doubles cannot because of this rule, the person whose seniority is next above those people, shall switch room pick order with the person with the next lowest seniority that will result with issue being resolved.

### 1. Part E: Doubles by Choice

2. Any current or future member wishing to have a double during a future contract period must declare their wishes at the time the contract or reservation is signed in order to reserve a double. Members that currently have a double shall have priority up until contracts open for the next contract period. This is to prevent those seeking the lower double rate from being bumped into a more expensive single.

### 1. Part F: Roommates by Choice

2. Members taking a double have the right to choose their roommate from any other member who elects or is required to have a double. The member with the higher seniority may pick from any of the rooms licensed as doubles by the city.

### 1. Part G: Double Rooms

2. Room 1, the main floor room with the bathroom and Room 6, the second floor room directly above the living room, shall be the double rooms, unless the members taking doubles choose from other rooms licensed as doubles according to seniority.

## Section 4: Parking

In the event that parking availability becomes an issue, parking spaces at Raft Hill will be assigned and reserved to each member who owns a vehicle according to seniority at a house meeting. This may mean that the member(s) with lowest seniority may not get a parking space. It is every member's responsibility to ensure that their guests do not park in reserved spaces. Members should also leave a notice should their spaces become available while they are out of town.

## Article V: House Democracy

### **Section 1: First House Meeting**

The "First House Meeting" shall take place within a week of the beginning of each semester or contract period after all members have established residency and at a time when all members can be present. The following takes place at the first house meeting:

- Election of officers
- Job picks
- Voting in the budget
- Orientation of new members
- Set the timeframes in which jobs are to be completed and inspected and the amount of fines for failing to perform each job.

### **Section 2: Special House Meeting**

A special house meeting must be announced at least twenty-four hours in advance by any three members desiring to do so. Such a meeting should be used only to discuss an urgent matter that cannot wait until a regularly scheduled meeting.

### **Section 3: Quorum**

A quorum of the organization shall consist of two-thirds of the membership. (9 out of 12)

### **Section 4: Parliamentary Procedure**

The house meetings shall be run as informal as possible, however, if need be, the parliamentary procedure and authority of this organization shall be as set forth in ROBERT'S RULES OF ORDER (REVISED). Because all members and their jobs are of equal importance to the success of the house, each member shall report to the membership regarding their house duties.

### **Section 5: Regularity of Meetings**

House meetings will be held the first Sunday of the month. Regular house meetings shall be announced at least 72 hours in advance.

### **Section 6: Meeting Attendance**

In order for the Raft Hill democracy to work for everyone, all members should be present at every house meeting. Members who do not provide advance notice inconvenience the rest of the house with an unproductive meeting and do not get a say in issues that come up during the meeting. It is evident that members who do not feel they have a say in how their house operates will be less satisfied with their Raft Hill experience.

- Members shall provide a written notice, on or adjacent to, the house meeting agenda at least 24 hours in advance of the meeting stating that they cannot attend the meeting and why.
- Members who do not provide advance notice shall be fined \$10 for missing the meeting.

### **Section 7: Voting**

#### **1. Part A**

2. Any issue that arises that is not covered in this constitution may be brought to a house meeting to be voted on and may be approved by a majority of ballots cast so long as quorum has been met. A ballot not cast is a vote not counted.

#### **1. Part B**

2. Any measure voted upon shall remain active until the end of the contract period unless a vote is made otherwise.

## Article VI: Supremacy Clause

### 1. Part A

2. This constitution shall be the supreme document to define the operation of Raft Hill Cooperative. The membership may choose to suspend, make an exception, or amend the constitution as seen fit.

### 1. Part B: Suspensions

2. The house may suspend any part of this constitution for no more than fourteen days with a majority of votes cast at a house meeting.

### 1. Part C: Exceptions

2. The house may make an exception to any part of this constitution expiring at a defined time at or before the end of the current semester with a 2/3 vote of the membership at a house meeting. The exception may be overturned with a majority of votes cast at a house meeting.

### 1. Part D: Amendments

2. A modification of or an addition to the house constitution shall not be made:
  - Outside of a house meeting
  - If a proposal for the constitution amendment did not appear on the meeting agenda 72 hours before the meeting.
  - Unless at least 3/4 of the membership approves the amendment.

## Part O: Cook (2 points, 2 people per night)

1. Your job is to correctly, effectively, and deliciously execute the recipes provided by the steward. Also, you should leave the kitchen at least as clean as when you started.
  - Allow ample time to prepare meals.
  - Get recipe from steward.
  - Cook meal.
  - Make late plates before dinner is served.
  - Announce dinnertime with dinner bell.
  - Put away and label leftovers.
  - Clean pots & pans, and dishes used to prepare dinner.
  - Rinse recyclables and put them in the appropriate bin in the garage.

### 1. Part P: Office Labor (2 points)

2. Responsible for performing office labor in the SHC office (tasks vary with office needs).

### 1. Part Q: Sweeps (.5 point/ night)

- Complete tasks prior to 5:00 PM
- Sweep the kitchen
- Wipe down all kitchen surfaces
- Put away remaining food
- Empty drying rack and dishwasher (if clean)
- Empty trash/recyclables/compost

### 1. Part R: House Laundry (1 point)

- Ensure house has clean handtowels, larger towels, and dishrags at all times
- Keep the laundry room clean and orderly
- Donate or dispose of unclaimed laundry
- Keep shelves with house laundry neat and tidy

- Make sure pillowcases and house blankets remain clean

### 1. **Part S: Compost (2 points)**

- Empty compost bin when full

## **Section 5: Work Weekend**

The purpose of work weekend is to tend to jobs that are not otherwise accounted for in this constitution. Work weekend jobs should consist of improvements to the house, such as painting, refinishing floors, preparing the house for winter, thorough cleaning of the garage, kitchen, walls, windows, gutters, installation, cleaning, or replacement of fixtures, and so on.

- There shall be at least one mandatory work weekend per semester.
- Each member shall spend at least 4 hours on their work weekend job.
- Work weekend shall take place on a time and date agreed upon by a majority of the house.
- Members who cannot participate in work weekend shall provide advance notice and make up their obligations by completing a project approved by the maintenance officer or at a house meeting requiring 4 or more hours of work within 21 days of the work weekend.
- Any member who does not complete their work weekend obligations on time shall pay a \$25 fine.

## **Section 6: Summer Jobs**

### 1. **Part A: Purpose**

- Recognizing that needs in the summer differ from needs during the academic year, the list of jobs and point values assigned will be different during the summer. Summer is defined as the period from after Spring Semester final exams are completed until the beginning of the Fall Semester according to MSU's academic calendar. Each member will be required to complete 4 points worth of jobs during the summer.

### 1. **Part B: Summer Job Duties and Points Assignments**

#### 2. **Officer Positions**

- SHC Board Representative (2 points)
- Treasurer (4 points)
- Membership/Facilitator (2 points)
- Maintenance/Physical Development (4 points)
- Education (2 points)
- Steward/Purchaser (2 points)
- Jobs Manager (2 points)
- Office Labor (2 points)

#### 3. **House Duties**

- Kitchen Cleaner (1 point per night)
- Bathroom Cleaner (2 points per person)
- Upstairs Housekeeper (2 points)
- Basement Housekeeper (2 points)
- House Laundry (1 point)

#### 4. **Outdoor Duties**

- Outdoors Cleaner (3 points)
  - Covers duties listed in Article VII, Section 4, Part M, under "Outdoor Duties"
- Gardener (4 points)
  - Covers duties listed in Article VII, Section 4, Part M, under "Garden Maintenance"
- Recycling/Trash/Compost (2 points)

## Article VIII: Move-Out Procedures

### Section 1: Topics Covered

- Fair notice
- Procedure
- Penalty
- Conditions for Guff

### Section 2: Definition of Fair Notice

- In the contract (current)
- In the constitution (current)
- In the move-in form?

### Section 3: General Expectations

- Room swept and mopped
- All personal property removed from the room
- Report damage to the maintenance officer
- Return key

### Section 4: Procedure

1. At a mutually agreeable time between a duly designated house officer and the housemate before a housemate leaves their room, the membership and maintenance officers will review the housemate's room to ensure it has been left in good condition, as defined by the SHC, for the next occupant. The member leaving has a right to be present during this review
2. a. If the maintenance officer is, for good cause, unable to review the housemate's room, the officer may appoint another housemate to perform the work in their stead. In this case, the maintenance officer is required to thoroughly communicate what is required of the duly appointed representative.

### Section 5: Penalty

1. If the maintenance officer, or their duly appointed representative, determines that a room has not been left in good condition for the next occupant, the maintenance officer will communicate the needed changes to the housemate at least one week before the housemate moves out. The housemate will have until they leave their room to make those changes.
2. a. If the housemate fails to make the needed changes, the housemate will be fined \$100, which will be remitted to the general house fund.
3. b. The housemate that cleans the room will be credited labor hours toward the next work weekend.
4. 2. A housemate who is penalized will only be penalized once - either by the SHC or Raft Hill, whichever cost is greater.

### Section 6: Personal Items Left Over

A housemate that intends to leave personal items from their room at the house, or to give the items to the house must receive house approval. Housemates that leave items without house approval will be fined at the labor rate to remove/dispose of the items. If the items cannot be easily removed or disposed of, the house may determine its own penalty or solution.



## Article IX: Consent Clause

Consent is a must. Consent is defined as permission for something to happen or agreement to do something. Consent must be given as a verbal, clear, and enthusiastic yes by all parties involved, given they are in a fair position to do so. Fair is defined as being able minded to make the decision and without pressure or influence to do so. Consent can be revoked or adjusted at any time by anyone involved.

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