

# Title 1: Membership

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## 1.01 Membership Eligibility

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### **1.01.00**

Under construction.

## 1.02 House Eligibility / House-level Membership restrictions

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### **1.02.00**

Houses may make limitations of Membership according to House theme, direction, needs or feasibility. In no way may a House violate city, county, or state laws, or the policies within the Code.

## 1.03 Admission of New Members

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### **1.03.00**

New Section of Code: To Be Written

## 1.04 Process for Membership Approval and Contract Signing

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### **1.04.00**

The process for signing a contract at a House has three parts. First, any prospective member must apply to become an Approved Applicant to the SHC. Second, Approved Applicants may continue the application process with the Houses they are interested in signing for. Both Approved Applicants and Current Members who wish to move to another House must attend a House tour, a House meeting, and a House meal at the House they wish to sign a contract for. Third, upon House approval and submission of appropriate paperwork to the SHC, the Approved Applicant or Current Member may sign a contract.

### **1.04.01 - APPLICATION TO THE SHC**

1. **a.** A prospective member shall complete a membership application to be approved by the Member Services Coordinator and the Vice President of Membership. The application will be reviewed every two years by the Membership Committee.
  1. **i.** At least two references must be included on the membership qualifier of the application.
  2. **ii.** Any prospective member found to be lacking sufficient credit must have a co-signer.
  3. **iii.** Any member who is later found to have falsified information on the membership application may be put on desk referral.
1. **b.** Any prospective member whose application for membership is denied will be notified in writing immediately.
1. **c.** If the prospective member's application is approved, they become an Approved Applicant and may approach individual Houses for tour and approval cards. Spots in Houses may not be reserved for approved members until they set a contract signing date with the Members Services Coordinator.
  1. **i.** Approved Applicant status expires after one year. After this time, prospective members and former members who have not lived in the system for longer than a year must re-apply.

### **1.04.02 - TOUR AND APPROVAL CARD**

1. **a.** A Tour and Approval Card consists of proof that an Approved Applicant or Current Member who does not currently live in a House has:
  1. **i.** Toured the House
  2. **ii.** Attended a House meeting
  3. **iii.** Attended an Event

1. **1.** A house event is a social gathering in which at least 25% of the current house members are in attendance.
1. **b.** Each Approved Applicant or Current Member looking to move to another House must then be approved for membership by the current membership of the House, to determine whether or not their tour card will be accepted or denied.
  1. **i.** A 'no vote' must be justified using written documentation of a house norm, value, or a piece from their house constitution, along with an example of how this person violated one of these.
1. **c.** If the House votes to deny an individual, the Membership Committee will review the meeting minutes in which the decision was made in order to confirm that the reasons for denial were valid and did not violate the Code of Operations or the House's Constitution. The Membership Committee may overturn or uphold the denial.
1. **d.** The Membership Officer of the House must submit tour cards for each potential new House member and return them to the SHC Office within 2 business days of the meeting at which the vote took place.
1. **e.** Requirements for Tour and Approval Cards:
  1. **i.** Members who wish to sign a contract for the House they live in at the time of contract signing do not need a Tour and Approval card to sign a contract.
  2. **ii.** Current Members must have a tour and approval card to transfer from one House to another.
  3. **iii.** Alumni Members of the SHC must have a tour and approval card to sign a contract.

#### **1.04.03 - SIGNING A CONTRACT**

1. **a.** Any Approved Applicant or Member who wishes to sign a contract must have all of the following:
  1. **i.** A completed and approved application on file at the SHC Office.
  2. **ii.** A completed Tour and Approval card for the House they are signing for, unless that House is the House they currently live in.
  3. **iii.** A valid driver's license or State ID on file at the SHC Office.
    1. **1.** For members signing their first contract, the SHC will make a copy to be kept in the member's file.
  4. **iv.** Certification that the member meets income eligibility requirements for membership, pursuant to the United States Revenue Ruling 96-32 income limits, and further defined in SHC Bylaws.
1. **b.** Both the prospective member and the Vice President of Membership must sign the Contract for Membership and Occupancy, before the member moves in, in order to be considered valid by the SHC.
1. **c.** Approved Applicants will be allowed to sign a Contract of Membership upon payment of an SHC Member Share and member dues.
  1. **i.** The member dues shall be \$75.00.

## 1.05 Contract Terms and Requirements

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### **1.05.01 - MOVE-OUT**

Membership contracts will expire at 6:00PM on the Sunday following the last day of MSU's summer classes.

### **1.05.02 - MOVE-IN**

New contracts will begin at 12:00PM on the Friday before the beginning of the first day of fall classes at MSU.

### **1.05.03 - INTERIM PERIOD**

The interim period between move-out and move-in are reserved for members who are remaining in the House. Interim is paid for under the closing contract period.

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## 1.06 Minors

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### **1.06.01**

No minor may sign a membership agreement unless his or her legal guardian co-signs the occupancy agreement of said minor.

### **1.06.02**

In the case that the minor fails to or is not able to carry out their responsibilities as delineated in the membership and occupancy agreements, the Code, Bylaws, House constitution, and standing

rules, the guardian of the minor will be held responsible for the execution of these responsibilities.

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## 1.07 Reservations by Existing Members

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### **1.07.01**

Current members can reserve a space in the SHC by making a request to the Member Services Coordinator or by signing a contract. Members will have from the beginning of the contract period to end of September to guarantee a space in their current House.

### **1.07.02**

Members will have first full week of October to reserve a space in any available House.

### **1.07.03**

After the first full week of October, unreserved spaces will be available to anyone wishing to sign a contract.

1. **a.** Reservations will expire at the end of October, making previously reserved spaces available to anyone wishing to sign a contract.

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## 1.08 Release of Contract

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### **1.08.01**

To be released from a contract, a member must sign a Request for Release of Membership and Occupancy Rights form. Priority will be given to requests by the date received at the SHC office.

### **1.08.02**

Release will not be valid until a replacement Member has signed a contract, the Member Services Coordinator, the Vice President of Membership, and the House Membership Officer have signed the Release Request. A Member requesting release is financially responsible to the House until replacement is found.

### **1.08.03**

A member who requests release may only be replaced if the House is otherwise full, or the member actively pursued a replacement by her/his own means. In the latter case, this must be decided by a majority House vote if there is any question. The exact vote must be reported to the SHC office before release is valid. Release is effective as of 12:01am of the starting date of the replacement contract.

### **1.08.04**

An open spot as a result of eviction of a member will be filled prior to any and all release forms signed by members. The exception will be if a member signs a release form and finds a replacement for their spot.

### **1.08.05**

Automatic Release: a member may be automatically released from their SHC assessment obligation for any of the following reasons (written documentation required):

1. **a.** Draft: members can be released one month before their induction into the armed forces.
1. **b.** Death.
1. **c.** Death of a parent or guardian: requiring the member to return home to fulfill family obligations.
1. **d.** Medical: conditions which incapacitate the member to the degree that they need extended treatment at least 50 miles outside of East Lansing or as a resident of a medical facility.
1. **e.** Pregnancy: when the child is expected to be born during the contract period.
1. **f.** Loss of residency: If state or federal law strips a member of the right to live in the state of Michigan or the United States of America.

**1.08.06**

A member, for any reason and at any time during the contract period, may pay three months of Assessment and three months of House Charges (though the amount of House Charges may be amended by majority house vote) in addition to any outstanding balance and their charges for the current month to release their current and future housing contracts with the SHC.

1. **a.** Member shares may be applied to this cost.
1. **b.** Any monies accrued by the member as a result of House audit surplus shall be forfeit.
1. **c.** No additional monies will be charged to the member as a result of House audit deficits.
1. **d.** All monies must be paid in full for the contract to be released and the member must vacate their space within 48 hours.
1. **e.** Member must vacate the property.

**1.08.07**

A member, for any reason, before their contract with the SHC for tenancy in one of our Houses has begun, may pay three months of Single Assessment in addition to any outstanding balance and charges to release their contract. Member shares may be applied to this cost.

**1.08.08**

Potential members who, after signing a contract, break that contract up until four weeks before the contract period begins, shall lose their House share, which shall be divided 50/50 between the House and the SHC. This forfeit of the House share will release the potential member from further contractual obligations. If the potential member personally refers an acceptable replacement to the House Membership Officer, he/she will be released from the contract without penalty, and will be refunded his/her House share.

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## 1.09 Contract Switch Request

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**1.09.00**

Members who wish to move between Houses may do so by filling out a Contract Switch Request, which will allow them to either switch into an open space elsewhere in the system, or exchange spaces with another Member. Members who switch between houses will be responsible for one Assessment and both sets of House Charges until the space at their former house is released to another member.

### **1.09.01**

Members who switch Houses or exchange places with another Member must be approved by the House they are moving into, and have a valid Tour and Approval Card.

### **1.09.02 - SWITCHING INTO AN OPEN SPACE**

A member with a contract for a space in a House may switch their contract to an open space in another House. That Member will then be responsible for one Assessment and both sets of House Charges until their Release Request is filled.

1. **a.** The switching member will be responsible for whichever Assessment is higher (e.g. if the Member moves from a Single to a Non-Single, they will be responsible for Single Assessment until their original space is filled).
1. **b.** All provisions of the Release Request Policy apply to Members switching Houses. Vacancies will be filled before these Releases, unless the switching Member actively recruits a replacement.
1. **c.** The Member, before moving into their new House, must complete a House Transfer Addendum to the Contract for Membership, Co-Management, & Occupancy.

### **1.09.03 - EXCHANGING PLACES**

Before or during the contract period, two members with contracts may exchange places for the same contract period, provided that both Members are approved by the Houses they are entering, and the Member Services Coordinator is informed of the exchange in writing. The responsibility in such matters lies solely with persons directly involved, i.e. both persons must ensure that their space is filled.

1. **a.** Members who exchange places will release to each other. Both Members must sign new contracts for the Houses they move into.

### **1.09.04**



Shares are transferable from one House to another for members in good standing.

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## 1.10 Absentee Members / No-shows

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### **1.10.01**

In the event that a Member moves out of a House without being released from their contract, that Member can be declared an Absentee Member with a majority vote by the House or the Finance Committee.

### **1.10.02**

Anyone declared an Absentee Member must be approved by the Vice President of Membership.

### **1.10.03**

The Member will have 7 days from being informed that they were declared an Absentee Member to contest the declaration, should it have been wrongly issued by the House or Finance Committee.

### **1.10.04**

When someone is declared an Absentee Member, that Member's space will be considered a vacancy beginning the subsequent month (See 6.05.02).

### **1.10.05**

An Absentee Member will continue to be charged assessment and House charges by the House Treasurer, and all fines and credits resulting from vacancies will be applied to the Vacancy Reserve. The Absentee Member will remain financially responsible unless a suitable replacement Member is found.

#### **1.10.06**

An Absentee Member will continue to be charged assessment and House charges by the House Treasurer, and all fines and credits resulting from vacancies will be applied to the Vacancy Reserve. The Absentee Member will remain financially responsible unless a suitable replacement Member is found.

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## **1.11 Contract Termination and Disposition of Share Deposits**

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#### **1.11.00**

New Code section: To be written.

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## **1.12 Assignment of Spaces**

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#### **1.12.00**

New Section of Code: To Be Written

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## **1.13 Room Picks**

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#### **1.13.00**

New Section of Code: To Be Written

## 1.14 Move-Out Procedures

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### **1.14.00**

New Section of Code: To Be Written

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## 1.15 Guest Policy

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### **1.15.01**

A Guest shall be defined as a non-member who stays overnight at the House for 3 consecutive days or 7 non-consecutive days in a month.

### **1.15.02**

During the first month (31 days) that a Guest stays at a House this person must abide by that House's Guest policy.

### **1.15.03**

In Houses where the number of current Members reaches the city-licensed capacity, a Guest who has stayed for one month must leave.

### **1.15.04**

In Houses where the number of Members is below the city-licensed capacity, a Guest who has stayed for one month must leave or sign a contract of Membership and become a Member.

#### **1.15.05**

No one may sign a contract of membership without the permission of the current Membership.

#### **1.15.06**

Any House that accepts an additional Member or additional Members as per this Guest policy shall be assessed for the increased spaces beginning on the 32nd day of the former Guest's stay at the House.

#### **1.15.07**

The aforementioned increase in assessments shall last so long as the House has more Members than the SHC-determined capacity.

#### **1.15.08**

Every Guest has to register with the SHC office. The registration form will include but is not limited to information regarding: House Member(s) responsible for Guest, the duration of the Guest's stay in the House, and a current telephone number and email address with which the SHC can contact the Guest.

#### **1.15.09**

Any House that does not register their Guests will not be eligible for an assessment break.

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## **1.16 Interim Contracts**

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**1.16.00**

New Section of Code: To Be Written

Concerning contracting process and obligations of Members as residents. Interim crew and inspections fall under another Section of Code.

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## 1.17 Firearms

**1.17.00**

New Section of Code: To Be Written

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## 1.18 Boarders

**1.18.00**

New Section of Code: To Be Written

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## 1.19 Animal & Pet Policies

**1.19.00**

The purpose of the Pet Policy is to allow members to keep uncaged animals while protecting the health and safety of House members, and the physical condition of the House. Dogs are not allowed in our Houses because they are apt to cause extensive damage to the House, and pose a liability in the case of bites. Pet owners must submit a Pet Agreement so the SHC is aware of all pets living in the system and has assurance that every pet has been properly vaccinated. The barriers to submitting a Pet Agreement are low, thus any member or House that does not register

its pets is subject to a harsh penalty. Individual Houses may enforce stricter pet policies, but those policies may not directly violate any part of this section.

#### **1.19.01**

The term “pet” refers to all cats and other uncaged animals. Dogs are not allowed in any House.

#### **1.19.02**

No House located within the city of East Lansing may house more than four uncaged pets in accordance with East Lansing city code (Code of Ordinances City of East Lansing, Michigan Section 4-4a). This restriction does not apply to Houses located outside of the city of East Lansing.

#### **1.19.03**

The Maintenance Vice President is responsible for collecting reports from the Maintenance Officers as to which pets are living in each House, and who owns them at the beginning of each semester.

#### **1.19.04**

All pets must be registered with a single pet owner.

#### **1.19.05**

All pets must be approved by the House’s current membership when the pet owner applies for admittance of the pet, in accordance with any rules set in the House’s constitution. The Member Services Coordinator will inform prospective members of the pet’s pending residence before they sign a contract for the House.

#### **1.19.06**

Each pet is subject to re-approval at the first House meeting of each semester.

1. **a.** If the House does not vote on the animal, the pet is considered re-approved.
1. **b.** Re-approval is valid until the beginning of the next semester. The House cannot require the pet owner to remove the pet from the House until then.
  1. **i.** If exceptional circumstances exist (e.g., the pet is damaging the House or a member is allergic), the House may petition the Maintenance Vice President to hold a re-approval vote before the next semester.
1. **c.** If the House does not re-approve the pet, the pet owner has one month from the date of the House meeting to remove the animal from the House.
  1. **i.** If the pet poses a severe threat to the health or safety of House members or the physical condition of the House, the Maintenance Vice President may require that the pet be removed before one month.
  2. **ii.** If the pet owner does not remove the pet by the deadline, the owner will be fined an initial \$20 and an additional \$5 per week that the pet remains in the House.
  3. **iii.** Refusal to remove an unapproved pet may be grounds for referral or expulsion.

### **1.19.07**

All pet owners must submit a Pet Agreement signed by the House Maintenance Officer and the pet owner to the Maintenance Vice President prior to the pet taking residence in the House. This Pet Agreement must specify that the pet owner is financially and otherwise responsible for any damage the pet causes to the House and that the pet owner has alternate housing plans for the pet.

1. **a.** The Maintenance Vice President will inform the Member Services Coordinator of any Pet Agreements filed.
1. **b.** The Member Services Coordinator will keep a publicly available list of current Pet Agreements in each House.

### **1.19.08**

Any member with a current outstanding balance of over \$100 may not file a Pet Agreement.

### **1.19.09**

All pet owners must submit proof of all vaccines and shots upon submitting a Pet Agreement to the Maintenance Vice President.

1. **a.** All cats must be sterilized.
1. **b.** A pet is too young to have had shots, vaccinations, or to have been sterilized at the time

the pet moves in, the pet owner shall pay the pet fee and submit proof of shots, vaccinations, and sterilization after they have been administered.

1. **c.** The Maintenance Vice President may revoke approval if the pet owner does not provide documentation within a reasonable amount of time.

### **1.19.10**

Upon request of the House, the Maintenance Vice President may require proof that the Pet has been treated for parasites or other health issues. Failure to treat the Pet or provide proof of treatment may result in referral for the Pet Owner or removal of the animal.

### **1.19.11**

Any costs from damages attributed to the pet will be the responsibility of the pet owner and will be assessed to the owner by the House Treasurer on the charge sheet.

### **1.19.12 - VIOLATIONS OF THE PET POLICY**

Any House that allows an uncaged pet for any amount of time without a properly submitted Pet Agreement will receive a written warning from the Maintenance Vice President. The House has one week to remove the pet or register it. After one week:

1. **a.** If no owner steps forward, the House will be fined an initial \$20 per member. After that, the House will receive an additional \$5 fine per member per week that the pet remains in the house unregistered.
1. **b.** If the House identifies an owner of the pet, that member will be fined an initial \$20, and \$5 for every week that the pet remains in the house unregistered.
1. **c.** Continuing to have an unregistered pet may be grounds for referral or expulsion.

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## **1.20 Accommodation & Accessibility**

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**1.20.00****Effective:** 07/15/2021**Responsible Executive Officer:** Vice President of Membership**Responsible Committee:** Membership**1.20.01 General/Policy Statement**

In accordance with our Ends Policies, the SHC is committed to offering accessible, safe, and secure housing that is inclusive to a diversity of members and their needs. To those ends, we work with all Members so they have the tools and community necessary to survive and thrive. That includes working with and toward the ability to adequately and appropriately address all reasonable requests for accommodation.

**1.20.02 Requirements and Process**

Any member or prospective member seeking accommodation that requires exemption from SHC policies or modification to SHC property shall submit a Reasonable Accommodation Request Form to the Member Services Coordinator. Reasonable Accommodation Request Forms shall be filled out by the member or prospective member seeking accommodation, as well as their healthcare provider. Reasonable Accommodation Request Forms shall be available upon request at the SHC office.

**1.20.03 Reasoning**

This policy is an effort to reduce barriers to housing and maintain a community that values inclusivity. The SHC abides by Fair Housing laws.

**1.20.04 Related Policies**

1. 1.19 Animal & Pet Policies
2. XX.XX.XX ESA Policy (not yet added)

**1.20.05 Unreasonable Accommodations**

The SHC reserves the right to deem any Accommodation Request for any SHC House as unreasonable, and/or offer alternate housing in another SHC House. An Accommodation Request can be deemed unreasonable for reasons including, but not limited to:

1. Displacement of a currently-residing member or animal.
2. Conflict with an existing documented and approved Accommodation.
3. Cost-prohibitive structural changes to an existing property.

#### **1.20.06 Contacts**

Inquiries regarding an accommodation shall be made to the Member Services Coordinator.

1. Inquiries regarding a modification shall be made to the Maintenance Coordinator.

#### **1.20.07 Definitions**

*Reasonable accommodation* shall refer to any change or exception to any SHC or House rule, policy, procedure, or service that would allow a person with a disability to have equal access to and enjoyment of their home. Examples of reasonable accommodations include, but are not limited to:

1. Waiving uncaged animal or pet policies to accommodate an ESA or service animal;
2. Assigning accessible parking close to a unit;
3. Assigning a single room due to a physical or mental health need

*A reasonable modification* shall refer to any structural change made to existing premises that would allow a person with a disability to have equal access to and enjoyment of their home. Examples of reasonable modifications include, but are not limited to: Installing a grab bar in a shower Adding hand railings to stairs

#### **1.20.08 Procedures**

1. A member or prospective member shall submit a request for accommodation in writing to the Member Services Coordinator, including any information needed to complete the Reasonable Accommodation Request Verification form.
2. Once the Health Provider returns the Reasonable Accommodation Request Verification, staff will determine the feasibility of the accommodation based on information about the member or prospective member's chosen House (i.e. number of current pets, single bedrooms, parking spaces, etc) as well as the accommodation requested.
3. If it is deemed that an accommodation cannot be made in the member or prospective member's chosen House, they shall be provided with recommendations for alternate housing within the SHC where it has been determined that the accommodation is reasonable, if and when such an alternative exists.
4. If approved, the Accommodation or Modification will be put into effect or force as soon as practicable. The accommodation and supporting documentation will be recorded in the Member's file.

### **1.20.09 Forms and Instructions**

1. Reasonable Accommodation Request Verification Form
2. Member or prospective member provides information needed to complete the Accommodation Request Verification Form, and signs the Member-Resident Release.
3. Office staff shall verify that the Reasonable Accommodation Request Verification has been completed and signed by member or prospective member. SHC staff then submit the form via Fax to the named Health Provider.
4. Health Provider returns the form to the SHC office so that the staff may evaluate the specific facts surrounding the request for accommodation.

### **History & Revisions**

1/5/2021	Approved by Membership Committee; submitted to Executive Team
7/14/2021	Approved by Executive Team

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## **Title 2: Democratic Organizational Structure**

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### **2.01 House Autonomy and Self-Management**

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#### **2.01.01**

Houses may enforce stricter versions of these policies as long as those policies do not contradict the Code.

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### **2.02 House Officers**

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## **2.02.00**

## **2.03 Operational Committees**

### **2.03.01 - MEMBERSHIP COMMITTEE**

The Membership Committee shall consist of the membership officers of each Household and the Vice President of Membership.

1. **a.** The Membership Committee shall be responsible for:
  1. **i.** Giving tours of the Houses to potential members and assisting them through the membership process.
  2. **ii.** Organizing and executing membership drives.
  3. **iii.** Organizing publicity campaigns, advertising, posters, and presentations to outside groups.
  4. **iv.** Assisting the Vice President of Membership in formulating the Membership Budget as part of the annual SHC budgeting process.
  5. **v.** Working to establish and maintain a tolerant and cooperative atmosphere for any member.
  6. **vi.** Hearing the appeals of referred or expelled members and rejected potential members.
  7. **vii.** Hosting the All-Member Events at least each fall and spring semester.
    1. **1.** The date for the event should be chosen by the third Membership Committee meeting each semester.
    2. **2.** The Membership Committee will assign each House duties for the All-Member Events. These duties will be assigned one month before the All-Member Event.
    3. **3.** If a House fails to fulfill its assigned All-Member Event duties, as defined by the Membership Committee, each member of the House will be fined \$5. These fines will be distributed to either the House hosting the party or the All-Member Event budget, as decided by the Vice President of Membership.

### **2.03.02 - FACILITIES COMMITTEE**

The Facilities Committee shall consist of the facilities officer(s) of each Household, at least one Board representative, the Maintenance Coordinator, and Vice President of Facilities.

1. **a.** All Houses shall have an elected Facilities Officer who shall have the following responsibilities:

1. **i.** The Facilities Officer is responsible for managing upkeep and maintenance of the house, in conjunction with the Vice President of Facilities and Staff.
  2. **ii.** Communicating upkeep, maintenance, and development concerns and projects between the membership of their Household and the Committee and Staff, in line with Physical Development Funding Guidelines.
  3. **iii.** Being familiar with the operational systems of their household - gas, water, electric, etc, including all valve shut-offs.
  4. **iv.** Accompanying if possible the Vice President of Facilities or Maintenance Coordinator on all necessary inspections of their House.
  5. **v.** Attending all Facilities Committee meetings. In cases that the Officer is unable to attend, they may send an alternate, or be excused from their attendance by the Vice President of Facilities.
  6. **vi.** Managing the keys to rooms in the house. The Officer must keep at least one spare room key for each room in the House, and ensure that these keys are available as needed by Officers and Staff. In cases where a member loses one of their keys, they must charge that member for the cost of copying a replacement and/or changing the lock set.
  7. **vii.** Notifying house members when it is necessary for inspection or construction workers to enter their individual rooms.
  8. **viii.** Notifying the Vice President of Facilities of the presence of uncaged pets in the House.
1. **b.** The duties and responsibilities of the Facilities Committee shall consist of:
    1. **i.** With staff, ensuring that SHC properties are maintained to City of East Lansing Housing and Fire Safety Codes
    2. **ii.** With staff, ensuring that the maintenance budget and labor is allocated in a fair and equitable manner.
    3. **iii.** Assisting in the formulation of the corporate maintenance budget (see Maintenance Budgeting Policy).
    4. **iv.** Developing and recommending the expenditure of allocated funds from the corporate facilities budget to the Board. Ensuring that the Development budget is allocated in a manner consistent with the long-term vision of the Membership and the Organization.
    5. **v.** Providing feedback to the Board of Directors on the status of facilities, the status of their maintenance, and the development of assets to, in the form of a triannual report.
    6. **vi.** Overseeing and tracking major construction and development projects.
    7. **vii.** Recommending funding for projects submitted by the SHC Houses or the Vice President of Facilities to the Board.
    8. **viii.** Recommending funding for projects submitted by the SHC Houses or the Vice President of Facilities to the Board.
    9. **ix.** Operating and arbitrating the Facilities Grants program.
    10. **x.** Creating and revising policy in order to cooperatively facilitate the maintenance and development of SHC properties.
    11. **xi.** Organizing and implementing the annual all-member work holiday.
    12. **xii.** Developing and delivering maintenance education and training to the membership in general.

### **2.03.03 - EDUCATION COMMITTEE**

The Education Committee shall consist of at least one representative from each SHC House (representative may be any of the following: House President, manager, facilitator, or designated representative), at least one Board representative, any other interested parties, and shall be chaired by the Vice President of Education.

1. **a.** The Education Committee shall meet at least twice a month.
1. **b.** The duties and responsibilities of the Education Committee shall consist of:
  1. **i.** Assisting the Vice President of Education in the coordination of educational training, general member education, elections, and all other internal and external education as needed.
  2. **ii.** Assisting in the compilation of an at least once monthly newsletter by producing articles and soliciting material and ideas from House members.
  3. **iii.** Advising and giving direction to the Member Services Coordinator on any internal and external education.
  4. **iv.** Providing updated versions of their respective House's House Constitution at the beginning of every semester to the Vice President of Education.
  5. **v.** Coordinating co-op involvement in at least one community service, social, or educational project each semester.
  6. **vi.** Being responsible for creating and updating House histories and scrapbooks each semester with the Vice President of Education.
  7. **vii.** Updating the outline for member orientation yearly.
  8. **viii.** Making the necessary arrangements for the yearly election of officers each spring (as per 3.10). Promotion and announcement of the upcoming election, including the acceptance of candidates, needs to begin before the end of fall semester.

### **2.03.04 - FINANCE COMMITTEE**

The Finance Committee shall consist of the treasurers of each Household, the Corporate Treasurer, the Executive Director, and staff as needed.

1. **a.** The Finance Committee shall consist of the treasurers of each Household, the Corporate Treasurer, the Executive Director, and staff as needed.
  1. **i.** The main duties and responsibilities of the Finance Committee shall consist of:
  2. **ii.** Ensuring that individual members pay their assessments to the SHC.
  3. **iii.** Developing policy pertinent to the financial operations of the SHC.
  4. **iv.** Reviewing the financial health of the SHC by way of budget-to-actual reports.
  5. **v.** Determining the financial health of the SHC and assessing the current financial risks at least four times per year for inclusion in the Quarterly Report of the Corporate Treasurer.
1. **b.** A House Treasurer's responsibilities to the SHC shall consist of:
  1. **i.** Submitting a House budget to the SHC by the end of the first month of each semester.
    1. **1.** House Treasurers can request the assistance of the Corporate Treasurer in preparing a House budget.
    2. **2.** Failure to submit a House budget on time will result in a mandatory budget

meeting between the House Treasurer and the Corporate Treasurer no later than the sixth week after the start of the semester.

3. **3.** Until an approved House budget is received, the House budget will be assumed the same as the last month's budget of the preceding contract year, adjusted for current Assessment.
  4. **4.** Failure of the House Treasurer to attend the mandatory budget meeting will result in the House being placed on Article X: Finance.
  5. **5.** A House placed on Article X: Finance for failure to submit its budget, shall be removed from Article X: Finance upon the submission of a budget to the Corporate Treasurer.
1. **ii.** Submitting completed Member Account Charge Sheet to the SHC within three days of receiving it to inform the SHC what charges to post to Member accounts.
  2. **iii.** Posting the Member Account Charge Sheet received from the SHC in a conspicuous location within the House within three days of receiving it.
  3. **iv.** At the end of each month, House Treasurers must submit to the SHC a copy of the prior month's bank statement with accompanying documentation for all transactions and a reconciliation of all bank accounts.
1. **c.** The Finance Committee shall compile and review an annual SHC Budget utilizing input from all Standing Committees, staff, and officers.
    1. **i.** The Finance Committee must submit the SHC Budget to the Board between March 1 and April 1 of each year.
    2. **ii.** All expenses in the budget shall be listed in one of the following categories: Administrative, Office, Membership, Education, Physical Development, Payroll, and Board Restricted.
    3. **iii.** No SHC money shall be spent for expenses included:
      - in the Administrative and Office categories without approval of the Executive Director, the Corporate Treasurer, the President, or the Finance Committee;
      - in the Membership category without the approval of the Vice President of Membership or the Membership Committee;
      - in the Education category without the approval of the Vice President of Education or the Education Committee;
      - in the Physical Development category without the approval of the Maintenance Vice President, the Maintenance Committee, the Executive Vice President, or the Physical Development Committee;
      - in the Payroll category without the approval of the Board of Directors (typically by approval of employment agreements);
      - in the Board Restricted category without the approval of the Board of Directors (typically by explicit Board motions authorizing disbursement of these funds).

### **2.03.05 - AD HOC COMMITTEES**

1. **a.** The Board of Directors reserves the right to form an Ad Hoc Committee for any specific purpose or situation at hand, and in order to respond more efficiently to member, corporate or other needs as they arise.
1. **b.** The creation of an Ad Hoc Committee needs the support of a simple majority of Board members present at a quorum meeting.

1. **c.** Membership of a Board-created Ad Hoc Committee must consist of at least one of the Board representatives.

## 2.04 Executive Officers

### **2.04.01 - PRESIDENT**

The primary responsibilities of the President shall consist of:

1. **a.** Coordinating the collective activities of the Executive Committee in a manner that promotes pro-active behavior, or as directed by the Board.
1. **b.** Setting out Board meeting procedure in clear terms by the second Board meeting of each semester (see Section 3.03).
1. **c.** Facilitating and chairing meetings of the Board of Directors, the Executive Committee, the Visionary Committee, and all meetings of the Membership at large. The President shall:
  1. **i.** Schedule the first meeting of the Board of Directors of each semester within the first two weeks of the semester.
  2. **ii.** Schedule the first Executive Committee meeting of each semester within the first two weeks of the semester.
  3. **iii.** Schedule the first Visionary Committee meeting within the first four weeks of the semester.
  4. **iv.** Vote only to break a tie at Board of Directors meetings.
1. **d.** Ensuring that the Board Packs are delivered to the Board of Directors at least 48 hours prior to the next scheduled Board of Directors meeting. These Board Packs shall contain:
  1. **i.** Officer and staff reports
  2. **ii.** Presentations of motions and discussion items to be addressed at the meeting with appropriate background material for an informed discussion.
  3. **iii.** Minutes of the previous meeting, to be approved by the Board.
  4. **iv.** An agenda of all business to be conducted at the meeting including the date, time, and place.
1. **e.** Acting as the immediate supervisor of the SHC Executive Director.
1. **f.** Bringing any SHC business conducted by an officer, staff person, or committee that is contrary to a Board, Code, or Bylaw directive to the attention of the Board.
1. **g.** Acting as the official representative of the SHC in its relationship to external organizations, including the Inter-Cooperative Council, East Lansing City Council and other sub-committees, neighborhood associations, and other Independent Cooperatives in East Lansing.



1. **h.** Acting with the Corporate Treasurer to fine Houses for failure of their designated representatives to attend committee meetings, Board meetings, or to fulfill office duties. The collected money shall be allocated for Board retreats.
1. **i.** Assisting the Vice President of Education in updating the Board manuals at the beginning of every semester.
1. **j.** Assisting the Vice President of Education in the planning of the Board retreats each semester.
1. **k.** Ensuring, with the Vice President of Education, the occurrence of All-Member Meetings, in accordance with the Bylaws.
1. **l.** Reviewing the Code yearly with the Vice President of Education as per 9.01.04.
1. **m.** Assisting the Vice President of Education in updating the Motion Records before the beginning of each semester.
1. **n.** Enforcing the Anti-Discrimination and Anti-Harassment Policies on behalf of members of the staff.

#### **2.04.02 - EXECUTIVE VICE PRESIDENT**

The Executive Vice President shall be appointed by the President from among the Executive Committee within three weeks of their election. This individual must be elected or hired at an Executive Committee position prior to their appointment as Executive Vice President. The primary responsibilities of the Executive Vice President shall consist of:

1. **a.** Performing the duties of the President in the absence of the President

#### **2.04.03 - VICE PRESIDENT OF FACILITIES**

The primary responsibilities of the Vice President of Facilities shall consist of:

1. **a.** Chairing the Facilities Committee and any constituent sub-committees.
1. **b.** Developing, in coordination with Staff and the Committee, a yearly Facilities budget for the SHC, in a timely manner, to be reviewed by the Finance Committee and approved by the Board.
1. **c.** Developing, in coordination with Staff and the Committee, a short-term (2 year), mid-term (5 year), and long-term (15 year) development plan that is consistent with the Vision of the Membership and Corporation, and develops the assets of the Corporation, including possible property acquisitions.
1. **d.** Working with the Maintenance Coordinator in the development of internal education programs designed to assist members in the care of their Households, including making their houses more sustainable.
1. **e.** Working with the Maintenance Coordinator to develop a maintenance plan for the

current year.

1. **f.** Overseeing the yearly inspections as stipulated in 7.05. Information from these inspections shall be entered into the maintenance database.
1. **g.** Inspecting all House common areas on a monthly basis as per 8.02, Article X: Maintenance.
1. **h.** Managing the SHC Tool Inventory and making it accessible to Membership.
1. **i.** Working with the Facilities Committee to oversee the Grant Program.

#### **2.04.04 - VICE PRESIDENT OF MEMBERSHIP**

The primary responsibilities of the Vice President of Membership shall consist of:

1. **a.** Verifying and signing completed contracts for membership, and to generally coordinate the process for membership with the Membership Committee, individual House representatives, and the Member Services Coordinator.
1. **b.** Verifying and signing completed contracts for membership, and to generally coordinate the process for membership with the Membership Committee, individual House representatives, and the Member Services Coordinator.
1. **c.** Coordinating New Member Orientations with the Vice President Education.
1. **d.** Administering and enforcing all the policies under Title 1 Membership and bringing violations of policy to the attention of the Board.
1. **e.** Administering and enforcing all the policies under Title 1 Membership and bringing violations of policy to the attention of the Board.

#### **2.04.05 - VICE PRESIDENT OF EDUCATION**

The primary responsibilities of the Vice President of Education shall consist of:

1. **a.** Coordinating all educational trainings and activities, with the Member Services Coordinator, the Vice President of Membership, the President, the Education Committee, and any other respective committees or motivated individuals as necessary. Regular educational events and responsibilities shall comprise:
  1. **i.** Coordinating the New Member Orientations at the beginning of each semester with the Vice President of Membership.
  2. **ii.** Preparing the Board Training retreats for all Board members at the beginning of summer and fall semesters, and Board Visionary retreat at the beginning of spring semester.
  3. **iii.** Developing the Executive Committee retreats each semester with the whole Executive Committee.
  4. **iv.** Developing programs and activities for the continuing cooperative education of

the membership.

1. **b.** Acting as the Publications Editor Coordinator, which shall include:
  1. **i.** Ensuring that the Pine Press is produced each month.
  2. **ii.** Arranging and organizing a publications staff that shall include membership of the Education Committee as well as interested members from any of the SHC Houses.
  3. **iii.** Regular communication with Standing Committee chairpersons and regular attendance at each Board meeting in order to report on the proceedings and to disseminate any information that the committee wants published.
  4. **iv.** Ensuring that the methods of communication are successful and to make any suggestions or improvements to the SHC communication system.
  5. **v.** Creating and publishing a clear editorial policy.
1. **c.** Acting, along with the President, as the SHC liaison with all other cooperative organizations.
1. **d.** Coordinating and ensuring the occurrence of a yearly All-Member Referendum, as deemed necessary by the membership or the Board.
1. **e.** Ensuring, with the President, the occurrence of All-Member Meetings, in accordance with the Bylaws.
1. **f.** Creating and/or updating SHC histories and scrapbooks as often as necessary.
1. **g.** Coordinating orientation sessions for each House at the beginning of each semester, as needed.
1. **h.** Ensuring that all corporate documents are revised and updated when needed with the assistance of the Executive Committee. This includes, but is not limited to:
  1. **i.** The Articles of Incorporation, Bylaws, Code of Operations, appendices to the Code of Operations, and the Personnel Policy.
  2. **ii.** House Constitutions. These updates shall be made with the help of the House President, manager, facilitator, or Education Officer.
  3. **iii.** Board Manuals. These manuals must be updated at least once yearly, particularly before the Spring Planning retreat, with updates each semester (as necessary) (as per 2.05).
  4. **iv.** Motion records. These records must be updated before the beginning of each semester. Motion records are records of the final language of all motions that go before the Board of Directors and of the Board's final actions with that motion (e.g., passed or failed by some margin, passed or failed with a roll call record, referred to a committee, tabled indefinitely). All binding decisions of the Board should be found in this document.
1. **i.** Ensuring the delivery of updated versions of the Articles of Incorporation, Bylaws, Code of Operations and each House's House constitution for inclusion in the House's manual or operating books once per year.
1. **j.** Initiating the election procedures with the Education Committee before the spring semester, unless there is a conflict of interest in which case the Vice President of Education will ensure that the Education Committee undertakes the Officer Elections procedures.

#### **2.04.06 - Corporate Treasurer**

The Corporate Treasurer shall be appointed, within three weeks after the new officer elections, by the Board upon the recommendation of the Executive Committee, for a period of one year. The primary responsibilities of the Corporate Treasurer shall consist of:

1. **a.** Having charge of the SHC books.
1. **b.** Having custody of the SHC money with the President and Executive Director.
1. **c.** Signing all papers and corporate documents as necessary by law, as directed by the Board of Directors or by the membership in referenda or All-Membership Meetings.
1. **d.** Making quarterly analysis of the capitalization of the SHC, pay-off rates on mortgages, possibility of securing lower rates on borrowed money and long term trends of costs and other related factors pertinent to SHC money with the President and the Executive Director.
1. **e.** Serving as an ex-officio member of any committee on financial matters formed by the Board.
1. **f.** Meeting with the House Treasurers as often as necessary, both with the Finance Committee and independently each semester to review, aid and advise about the House budget, House finances or any other corporate or House financial matter.
1. **g.** Being responsible for reporting to the Board on the budget as proposed by the Finance Committee.
1. **h.** Returning member loans as required by law with the Financial Manager.
1. **i.** Keeping the Board informed of the status of all individual House books.
1. **j.** Giving assistance to House Treasurers with the operation of House budgets (refer to 6.01 for details).

#### **2.04.07 - Corporate Secretary**

The Corporate Secretary shall serve concurrently as a voting member of the SHC Board of Directors and the Executive Committee.

1. **a.** The Corporate Secretary shall be appointed for a period of one year by and from the voting membership of the Board at the beginning of fall semester.
1. **b.** The Corporate Secretary shall be responsible for attending all regular and special meetings of the Board, the general membership, and meetings of the Executive Committee.
1. **c.** The Corporate Secretary shall sign all official documents, as necessary by law, as directed by the Board or by the general membership in referendums or All-Membership Meetings.
1. **d.** The Corporate Secretary shall be responsible for recording minutes at All-Member Meetings and meetings of the Executive Committee.
1. **e.** The Corporate Secretary shall organize evaluations of the Executive Committee.

1. **f.** The Corporate Secretary will be responsible for writing a Year-End Report summarizing and evaluating the performance of the Board of Directors, to be included in the Annual Report.
1. **g.** The Corporate Secretary will compile and distribute the Annual Report, consisting of:
  - Year-end reports from all Executive Committee members.
  - Year-end reports from other staff (optional).
  - The quarterly reports presented in July by all Executive Committee members.
  - A report from the Financial Manager describing the status of all reserve funds.
  - Annotated tables of all Households' quarterly occupancy.
  - Minutes from All-Member Meetings during the fiscal year.
  - Results of any all-member referendums during the fiscal year.
1. **i.** Year-end reports shall be a 1-2 page summary of the officer's entire term, with a focus on committee activities, SHC-level issues and their resolutions, and unresolved current and possible future issues.
2. **ii.** Year-end reports must be submitted by June 1.
3. **iii.** If an Executive Committee member is late submitting their year-end report, they will be fined \$100 by the President.
4. **iv.** Any Executive Committee member who fails to submit their year-end report will have their shares confiscated until they submit a report.
5. **v.** The Annual Report shall be available to the general membership no later than September 1 of the next fiscal year.

#### **2.04.08 - OFFICER COMPENSATION**

The goal of this section is to require the Board to exercise oversight of the Executive Committee, and provide a forum for doing so.

1. **a.** All SHC Standing Committee chairs will be compensated with a monthly credit equaling 2 times single room carrying charges.
1. **b.** The assessment credit may be reduced or withheld by the Board as a result of an Executive Committee Evaluation (refer to 2.07 for details).
1. **c.** If the officer that is to be reviewed has not yet submitted five Board reports, they shall submit all previous Board reports, and a short supplementary report which shall include a description of the goals and projects of the previous officer, and their plans to continue or complete them.
1. **d.** If an officer has been censured and/or has their assessment break reduced, they shall submit to the same review process two meetings after the vote, submitting instead a report discussing the deficiencies described at the previous meeting and their accomplished and planned actions for correcting them.
1. **e.** The Corporate Secretary will be compensated as an independent contractor for specific tasks.
  1. **i.** Compensation will be as follows:
    - \$50 for compiling the Annual Report
    - \$10 for each Executive Committee evaluation
  1. **ii.** The President will make the Board aware of work that is low-quality, completed

late, or left incomplete. The Board may vote to withhold compensation for individual tasks at any time.

#### **2.04.09 - OFFICER REPLACEMENT**

1. **a.** In the event of an opening in an SHC executive officer position, the position will be advertised in the co-op for two weeks. Letters of candidacy will be sent to the SHC President from all interested candidates.
1. **b.** At the next Board meeting after the opening is established, a hiring committee will be established, made up of Executive Committee officers and at least one Board representative. This committee will meet after the application deadline has passed, and will recommend the most qualified candidate to the President.
1. **c.** At the next Board meeting after the hiring committee has made their decision, the chosen applicant will be presented to the Board, and the Board will have an opportunity to question and approve the applicant.

## **2.05 OFFICE LABOR**

#### **2.05.00**

The goal of this section is to include our Houses in the everyday workings of the SHC office, so that they may be better acquainted with cooperative principles in action and we as a cooperative may require less paid work.

#### **2.05.01**

Below is a table outlining the number of hours of labor each House must contribute to the office. The formula is Floor[# of Assessments/6].

House	# of Members	# of hours per week
415 Ann St.	5	0
425 Ann St.	15	2
140 Collingwood Dr.	15	2
146 Collingwood Dr.	9	1

House	# of Members	# of hours per week
152 Collingwood Dr.	6	1
420 Evergreen Ave.	12	2
415 M.A.C.	24	3
501 M.A.C.	24	3
505 M.A.C.	23	3
525 M.A.C.	10	1
236 N. Harrison	20	3
239 Oakhill	29	4
711 W. Grand River Ave.	21	3
427 W. Hillsdale St.	8	0
127 Whitehills Dr.	19	3

### **2.05.02**

Office Labor shall be under the direction of the Executive Director and Member Services Coordinator, and undertake tasks such as running errands, filing, and copying, or other particular tasks as requested.

### **2.05.03**

Paid labor cannot count toward office labor hours. It is also mutually and expressly understood that office labor hours are voluntary and assigned by each house, and that members are not entitled to nor expect any present or future salary, wages, or other benefits for these voluntary services.

### **2.05.04**

The Executive Committee shall not fail to have in place a policy for fining missed office labor hours and a House in the case they fail to notify the Office of their office laborer(s).

## **2.06 House Shoppers Network**

### **2.06**

New Section of Code: Not yet written.

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## 2.07 Interim Officers

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### **2.07.00**

New Section of Code: To Be Written.

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## 2.08 Alumni Team

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### **2.08.00**

New Section of Code: To Be Written.

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## 2.09 Facilities Team

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### **2.09.00**

New Section of Code: To Be Written.



## Title 3: Finance

### 3.01 Member Accounts

#### **3.01.01**

A Member's financial obligation to their House is the House Charge which is defined by their House Budget and may be adjusted by fines and credits issued by their House.

#### **3.01.02**

A Member's financial obligation to the SHC is the Assessment defined by the SHC Budget and may be adjusted by fines and credits issued by the SHC.

1. **a.** A Member's financial obligation to the SHC is the Assessment defined by the SHC Budget and may be adjusted by fines and credits issued by the SHC.
1. **b.** The obligation is a Non-Single Assessment if the Member is occupying the room with another Member and each Member has one contract.
  1. **i.** A Member may not have two contracts and pay two Non-Single Assessments in a room declared by the House to be suitable for double occupancy.
1. **c.** A Member may not have two contracts and pay two Non-Single Assessments in a room declared by the House to be suitable for double occupancy.

#### **3.01.03**

Full payments are due on the first of the month. A charge equaling 5% of an outstanding balance will be given to those who have a balance of over \$100 on the 5th of the month. Late fines will be considered revenue for the Corporation that corresponds to the fine. A fine may only be waived on two conditions:

1. **a.** By a two-thirds House vote for each individual case, and subsequent two-thirds approval by the Finance Committee
1. **b.** In the case that the fine was erroneously issued due to operator or staff error.

#### **3.01.04**

Payments to the SHC cannot be made in cash.

#### **3.01.05**

All checks should be made payable to: MSU Student Housing Cooperative, Inc.

#### **3.01.06**

Any person who presents a check that is dishonored will no longer be allowed to pay with checks.

1. **a.** A member may appeal this decision to the Finance Committee.

#### **3.01.07**

The SHC shall post Member payments received at the SHC office within five days.

#### **3.01.08**

The SHC shall answer questions regarding Member account balances in a timely manner.

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## **3.02 Outstanding Balance**

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#### **3.02.01**

New Section of Code: To Be Written

## 3.05 House Accounting

### **3.05.01**

Every month, a House is responsible for paying the SHC a monthly portion of Assessment assuming maximum occupancy according to House Occupancy.

### **3.05.02**

The SHC will send a final Member Account Charge Sheet to the House Treasurer at least three days prior to the start of each month for posting conspicuously in the House. This sheet will show all charges and payments for that month, as well as the balance due for each Member for the upcoming month.

### **3.05.03**

The SHC will deduct Assessments and other charges payable to the SHC from the Member payments received, and deposit the remainder to the House checking account.

### **3.05.04**

Each House is to maintain money to be designated House Reserve. This amount is to be equal to \$100 per member according to House Occupancy.

### **3.05.05**

The purpose of the House Reserve is to prevent checks from bouncing. Accordingly, this money may be spent during the contract period, but must be replenished before the contract period ends.

### **3.05.06**

Any surplus or deficit will be added to or subtracted from the accounts of the Members who contributed to the surplus or deficit in proportion to their time under contract for that period. Monthly transfers to the House's checking account will be reduced by the amount of the surplus refunded to non-returning members.

### **3.05.07 - HOUSE VACANCY RESERVE FUNDING & USE**

1. **a.** Each Household is required to contribute to Vacancy Reserve as part of its House Budget.
  1. **i.** The Vacancy Reserve percentage is equal to 2.0% of the Assessment.
  2. **ii.** If the Assessment obligation of all members with current contracts, combined with payments received for Buyouts, is less than the expected obligation of the House at full House Occupancy, then the House has a vacancy.
  3. **iii.** Money applied to Assessment and House charges for the newly vacant contract as the result of a Buyout does and it will not count as a vacancy for three months.
  4. **iv.** If a vacancy as the result of a Buyout is filled before three months, any remaining monies will be applied to the vacancy reserve.
  5. **v.** A House will receive an Assessment credit equal to the difference between the Assessment expected of the House at full House Occupancy and the Assessment obligation of all Members of the House. This will begin the subsequent month of the vacancy and will require verification from the MSC and the house's Treasurer.
    1. **1.** Houses will receive this Assessment credit monthly, whenever there is a vacancy. The House Treasurer must verify any vacancies with the Corporate Treasurer in writing before being granted funds from the Vacancy Reserve. Written notice from the House Treasurer shall include the number of vacancies, the room numbers of the vacancies, and what the house is doing to fill those spots. The Corporate Treasurer must reply with written approval.
1. **b.** Houses may only receive an vacancy credit equal to assessment from the starting month of the vacancy, with a maximum of 4 months per vacancy.
  1. **i.** This vacancy reserve cap is set in place to encourage members to fill their vacancy. After the maximum 4 months, if the spot is not filled, the houses will be expected to pay the assessment expected of the House at full House Occupancy (unless a new vacancy starts). The likely outcome is that houses will receive lower transfers and ultimately share the burden of the extra assessment by receiving a lower surplus at the end of the year, or falling into a budget deficit.
  2. **ii.** If a house with a vacancy has made a genuine effort to fill the spot, but still have not done so by the end of 4 months, and require more time, then the House Treasurer must ask the Finance Committee for an extension of the vacancy reserve credit for however long is deemed necessary, not to exceed an extra (4 months). The House Treasurer must prove that efforts were made to fill the spot, and the Finance Committee must vote on the extension of the vacancy reserve credit and pass with a two-thirds majority.
1. **c.** Any surplus resulting from funds applied toward vacancies during the House Audit process will be applied to the Vacancy Reserve.

### **3.05.08 - House Savings Plan**

1. **a.** The purpose of the House Reserve is to prevent checks from bouncing. Accordingly, this money may be spent during the contract period, but must be replenished before the contract period ends.
1. **b.** Houses will be required to budget a minimum of 0.5% of Total House Assessment for savings every month. The Corporate Treasurer and staff will actively ensure that these savings are retained in the house accounts.
1. **c.** To be considered valid, expenditures from the House Savings Account must:
  1. **i.** Be approved according to the House Constitution, and recorded in meeting minutes.
    1. **1.** If the House Constitution does not outline a procedure for this, the house must obtain 3/4 majority at a quorum meeting.
1. **d.** The Corporate Treasurer will monitor savings account transactions for reasonableness in the house audits.
1. **e.** Houses must maintain a minimum amount of savings equal to \$100 per member in the House Savings Account.

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## **3.06 Use of SHC Net Savings**

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### **3.06.01**

SHC may only use its net savings in the following ways:

1. **a.** Allocate or distribute them to all current members or patrons, in proportion to their patronage.
1. **b.** Retain them for actual or potential expansion of its services or the reduction of charges to its patrons.
1. **c.** Use them for other purposes as may be authorized by its membership not inconsistent with its purposes.

## 3.12 Budgets

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### **3.12.01 - HOUSE ROUTINE MAINTENANCE BUDGET**

1. **a.** A House Budget must include at least 1.5% of Single Assessment for each Member every month for House Routine Maintenance.
1. **b.** Each House is responsible for using their House Routine Maintenance budget for the upkeep of the House and House possessions. This money may not be used to pay utility bills or other unrelated House expenses.
1. **c.** If the House has exceeded its Routine Maintenance budget, it may petition the Maintenance Vice President for essential repairs and replacements to be funded by the SHC Routine Maintenance budget.

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## 3.13 Shares and Dues

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### **3.13.01**

The SHC Member Share shall be equal to one month of Single Assessment at the date of contract signing. Members in good standing shall have their shares returned to them, provided that no charges have been incurred as a result of other policies.

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## 3.16 Bad Debt Policy

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### **3.16.01 - DELINQUENT MEMBER ACCOUNTS**

1. **a.** If a payment bringing a Member down to a balance of no larger than \$100 has not been received by the 6<sup>th</sup> of the month, a Notice to Quit to Recover Possession of Property will be sent to that person.
  1. **i.** Upon receiving a fifth Notice to Quit, the member will be automatically put on Desk

Referral.

1. **b.** The only thing that can stop the eviction process is a payment in full up until 24 hours before the court date. This payment cannot be in the form of a check.
1. **c.** After a court judgment has been made, the Member may have up to 30 days—with the explicit approval of Executive Committee—to pay the amount of the judgment or the writ of restitution will be filed and the Member will be formally evicted.
  1. **i.** In the event the Executive Committee does not explicitly approve an extension within 7 days of the court judgement, the Member will be formally evicted.
1. **d.** A member will be evicted for cause if that member has been served with three Summons and Complaints within a twelve-month period.
1. **e.** The SHC reserves the right to pass on to the Member any fees incurred during the eviction process.

### **3.16.02 - BAD DEBT PURCHASING POLICY**

1. **a.** The SHC will pay a House 100% of all unpaid Member account balances, with the exception of SHC fines, for any former Member.

### **3.16.03 - OUTSTANDING BALANCE BETWEEN CONTRACTS**

1. **a.** If a member has an outstanding balance 3 weeks before the beginning of a renewed contract, the SHC has the right to cancel their contract for all future contract periods.
  1. **i.** A Member whose future contracts are cancelled for an outstanding balance will be put on Desk Referral.
1. **b.** If 100% of the House signs a payment plan to let said member stay, the contract will not be cancelled.
  1. **i.** The House will then be responsible for all of the potential bad debt accumulated by the member regardless of the Bad Debt Policy.
  2. **ii.** The payment plan must be explained to the House by the Corporate Treasurer at a House meeting and signed by 100% of the House to show their approval.
  3. **iii.** No one who has been sent a Summons and Complaint during their tenure at the SHC is eligible for this consideration and it is solely up to the SHC whether or not to cancel their contract.

## Title 4: Facilities

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### 4.02 House Occupancy

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#### **4.02.01**

The maximum occupancy and the number of rooms a House may declare as suitable for double occupancy is as follows:

House	Occupancy	# of non-single rooms
415 Ann St.	5	2
425 Ann St.	15	4
140 Collingwood Dr.	15	0
146 Collingwood Dr.	9	2
152 Collingwood Dr.	6	1
420 Evergreen Ave.	12	2
415 M.A.C.	24	8
501 M.A.C.	24	7
505 M.A.C.	22	4
525 M.A.C.	10	2
236 N. Harrison	21	4
239 Oakhill	29	9
711 W. Grand River Ave.	21	0
427 W. Hillsdale St.	8	0
127 Whitehills Dr.	19	1

### 4.03 Facilities Grants - Physical Development Grants

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#### **4.03.01**

The Facilities Committee will distribute up to 1.5% of the total annual Assessment of the SHC per contract period as Physical Development Grants for Houses.



**4.03.02**

Grant Applications must be approved by a simple majority vote at a regularly-scheduled, quorum House Meeting.

**4.03.03**

Houses must submit Grant Applications to the Vice President of Facilities at least 24 hours prior to the Facilities Committee meeting during which they will be reviewed.

**4.03.04**

The Grant Application must include:

1. **a.** An explanation of the reason for the proposal.
1. **b.** Detailed cost estimates for all materials.
1. **c.** If the House will be contracting outside labor, the House must obtain 3 bids for the work unless the Vice President of Facilities waives this requirement.
1. **d.** A final cost estimate.
1. **e.** An estimated project completion date.

**4.03.05**

The Vice President of Facilities may veto a proposal if they feel that funding the project would not positively impact the long-term physical development of the SHC.

**4.03.06**

If a project runs over budget, the requesting House will be responsible for covering the difference.

## 4.04 House Provisions

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### **4.04.01 - FURNITURE PROVISIONS**

1. **a.** Upon request, the Vice President of Facilities will provide the following furniture for Houses:
  - Dressers (1 per room without a closet)
  - Twin bed foundations/box springs (1 per Member)
  - Twin mattresses (1 per Member)
  - Twin bed frames (1 per Member)
  - Desks (1 per Member)
  - Desk chairs (1 per Member)
  - Window coverings (blinds, shades, or curtains) (1 per bedroom window)
  - Screens (1 per bedroom window)
  - Dining table space (2 square feet per Member)
  - Dining chairs (1 per Member)
  - Couches (1 per 6 Members, rounded up)
1. **b.** The House Maintenance and Physical Development Officers are responsible for ensuring that these appliances are always present and functional.

### **4.04.02 - APPLIANCE PROVISIONS**

1. **a.** Houses may petition the Vice President of Facilities to acquire or replace the following appliances if those appliances are not present or functional:
  - Refrigerator (1 per 6 Members, rounded down)
  - Freezer (1 per 10 Members, rounded down)
  - Microwave (1 per House)
  - Garbage disposal (1 per House)
  - Washer (1 per 10 Members, rounded down)
  - Dryer (1 per 10 Members, rounded down)
  - Water heater (1 per House)
  - Vacuum cleaner (1 per House)
1. **b.** The House Maintenance and Physical Development Officers are responsible for ensuring that these appliances are always present and functional.

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## 4.05 House Maintenance Delegation

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**4.05.00****Effective:** 12/7/2022**Responsible Executive Officer:** Vice President of Facilities**Responsible Committee:** Facilities**4.05.01 General Policy Statement**

The SHC is committed to living in safe and secure homes, while also creating an empowered environment without interfering with House Autonomy in quality of life/culture issues of the household. The House Maintenance policy is intended to define and streamline steps aimed toward more effective use of our shared resources.

**4.05.02 Requirements and Process**

The SHC's Maintenance Team is responsible for ensuring that every House has:

- Safe and functional plumbing that is up to relevant standards
- Safe and functional electricity that is up to relevant standards
- Safe and functional heating that is up to relevant standards

The SHC's Maintenance Funds will pay for the routine maintenance, repair, and end-of-lifecycle replacement of the following:

- Furniture and Assets affirmed elsewhere in code
- Flooring
- Doors
- Windows, not including window treatments ie. blinds, curtains
- Furnaces
- Plumbing, excluding showerheads.
- Electrical infrastructure, up to and including wall outlets
- Light fixtures
- Outside walls

A House or Member may be, in part or in whole, held responsible for the cost of any service calls and repairs billed to the SHC if any of the following are true:

- The repairs could have been completed by the House or Member with less than 3 hours of member labor and for less than \$100 cost of materials;
- The reason for the call was due to negligence or willful damage on the part of the House, Member, or guests of the House or Member.

Every House and its members are responsible for ensuring that they:

- Are in compliance with city ordinances (ie. PACE)
- Pass all city inspections by noting issues, solving what they can, and reporting the rest to

the SHC through appropriate channels on a continuous basis

- Replace or repair broken window screens
- Maintain function of smoke and Carbon Monoxide detectors
- Troubleshoot garbage disposal issues safely
- Unclog clogged drain lines
- Clean out dryer vents and washing machine filters at least once per six months
- Appropriately notify the SHC of all potential facilities issues that lie outside of the scope of the house's responsibility or ability

Individual Houses shall be responsible for the purchase of common and inexpensive tools needed for House maintenance. However, a House may petition the SHC Maintenance Committee for funding for tools if the need is demonstrated.

Houses are responsible for the maintenance, repair, and (when necessary and applicable) end-of-life replacement of:

- Lightbulbs
- Interior wall paint
- Toilet hardware, sink hardware, showerheads
- Furniture and Amenities not provided for elsewhere
- Electrical face plates

#### **4.05.03 Reasoning**

By identifying who should pay for, fix, or call a contractor to solve an issue, houses can be more effectively maintained; and house and SHC budgets can better account for and/or predict maintenance expenditures.

#### **4.05.04 Related Policies**

- 4.03 Facilities Grants – Physical Development Grants
- 4.04 House Provisions

#### **4.05.05 Exclusions/Exceptions**

TBD

#### **4.05.06 Contacts**

Inquiries regarding this policy, or excepted may be directed to Vice President of Facilities, email

facilities@spartan.coop

#### **4.05.07 Definitions**

- SHC Maintenance Team
  - The Vice President of Facilities in conjunction with SHC Staff whose roles relate to the maintenance of homes: Maintenance Technicians and Maintenance Dispatcher.
- SHC Maintenance Funds
  - SHC Budget items related to the maintenance of homes: Routine Maintenance, Capital Improvements.
- Appropriate Notification
  - Filling out the Maintenance Request Form, available on the SHC website and through AppFolio, in a timely and effective manner.

#### **4.05.08 Procedures**

The Vice President of Facilities, SHC Office Dispatch, and/or SHC Maintenance Tech will provide support and training for members and houses for performing these responsibilities when needed.

If these repairs are more than House and its members can either afford or perform, they may submit service calls and repairs to the SHC to be performed and/or paid, with approval of the Vice President of Facilities, SHC Office Dispatch, and/or SHC Maintenance Tech.

#### **4.05.09 Forms and Instructions**

“Appropriate notification” of the SHC to a maintenance issue shall take the form of a Maintenance Request form, available on the SHC website or your member portal. Further instruction for effective submission of this form will be provided on the SHC website.

<https://www.spartan.coop/homepage-4/maintenance/maintenance-requests/>

#### **History & Revisions**

9/27/2022	Developed as part of Rowan Price’s VISTA Service, 2022; Noah Dreiling, Facilities Officer, Bowie
11/14/2022	Reviewed by Executive Team
12/07/2022	Revisions Submitted; Approved by Executive Team

## 4.06 Inspections

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### **4.06.01**

Each year all Houses will undergo city housing inspections, city fire inspections, and insurance inspections. A House may also be subject to random inspections by the Maintenance Committee, the Maintenance Vice President, or the Maintenance Coordinator.

### **4.06.02**

Each House shall be responsible for passing their annual inspections. The Maintenance Vice President and the Maintenance Coordinator shall be responsible for educating the House Maintenance Officers by providing the House Maintenance Officers with a list of possible violations one month before the inspection date.

### **4.06.03**

Any House that does not pass its inspections and thereby incurs any penalties or fees may be responsible for the payment of such penalties and fees. Upon appeal, the Maintenance Committee shall decide if these penalties will be the House's responsibility.

### **4.06.04**

Any House that shows negligence in correcting violations may be subject to a fine recommended by the Maintenance Committee and approved by the Board.

### **4.06.05**

Once the Maintenance Vice President has made an attempt to contact a Maintenance Officer in regards to scheduling an SHC inspection, a Maintenance Officer has to schedule a date for inspection with the Maintenance Vice President and Maintenance Coordinator within three weeks of contact. If the Maintenance Officer fails to do so, the Maintenance Vice President and Maintenance Coordinator may inspect the House without the presence of the Maintenance

Officer.

#### **4.06.06**

In the event that a Maintenance Officer schedules an SHC inspection with the Maintenance Vice President and Maintenance Coordinator but fails to be present at the House at the scheduled time, the Maintenance Vice President and Maintenance Coordinator may inspect the House without the presence of the Maintenance Officer.

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## **4.07 Paint and Member Room Damages Policy**

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#### **4.07.01**

Any Member who decides to paint their room in any way may be subject to a House vote to determine whether the room needs to be repainted by that Member at the end of that Member's tenure, for the sake of attractiveness and viability for future Members of a particular room. The House Maintenance Officer will be responsible for bringing this concern before the House at a regularly scheduled House meeting.

1. **a.** If at least half of the quorum of the House decides that a room painted by its current resident should be repainted, that Member shall be responsible for the labor and cost of repainting the room before that Member moves out.
  1. **i.** If the room in question is not repainted by that Member within two weeks of the end of that resident's contract, that Member will be considered non-compliant, and the House may vote a price from the Member's Share, to be given to the House for labor and materials.
  2. **ii.** If a House decides that a room be repainted and the current resident does not comply, the House Maintenance Officer will be responsible for ensuring the repainting of the room before the new resident moves in. This can include, but is not limited to: repainting the room on their own; the temporary use/hiring of SHC salaried staff and preferred SHC subcontractors; and the delegation of work to Members needing to fulfill work holiday hours, etc.
1. **b.** The color of paint used to repaint a resident's room will be neutral in nature and at the discretion of the House. Additionally, any paint colors deemed inappropriate or absurd by the House, such as excessively bright, neon, or highly contrasting colors, should be avoided.

## 4.09 PACE Violations Policy

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### **4.09.01**

SHC Houses, by law, must comply with the East Lansing Parking and Code Enforcement policies, as enacted by the East Lansing City Council. In the unfortunate occurrence of a PACE action, the following rules apply:

1. **a.** Houses are accountable for addressing any PACE warnings or violations they receive, including payment of any fines from the City of East Lansing.
1. **b.** All Houses sharing a dumpster are equally responsible for trash violations around a dumpster, provided that a written notice is sent to the Maintenance Officers of the involved Houses within 24 hours by the House that receives the notice.
1. **c.** All Houses sharing property are equally responsible, providing that the Maintenance Officers of the involved Houses receive a written notice within 24 hours by the House that received the notice.
1. **d.** Houses receiving any PACE violation that requires the help of the Maintenance Coordinator, the Maintenance Vice President, or other staff to rectify must notify the SHC office within twenty-four hours of receiving the PACE notification.

## 4.10 Reasonable Accommodations During Emergency Maintenance

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### **4.10.01**

Any Members displaced by emergency maintenance work will be provided with reasonable accommodation in the form of vacancies in other Houses. The Maintenance Coordinator, the Executive Vice President, and the House Maintenance Officer will work cooperatively to ensure that House Members are kept together to the extent possible.

### **4.10.02**



Should a situation arise in which there are not enough vacancies in other Houses to reasonably accommodate displaced Members, the Executive Committee, the individual House, or the Physical Development Committee shall bring proposal for reasonable accommodation or contract release before the Board of Directors for their approval.

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## 4.11 Emergency Maintenance Procedure

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### **4.11.01**

The needs and well being of the members shall be taken into consideration first and foremost. A maintenance situation shall be considered an emergency if it violates city, state or federal code; shows a clearly warranted need by the House that has not been previously budgeted for; or threatens a severe disruption of normal living standards, as determined by at least two of the following: the Maintenance Coordinator, the Executive Vice President, and the House Maintenance Officer.

### **4.11.02**

Any money spent on an emergency shall be taken from the Emergency Section of the Maintenance Budget.

1. **a.** If the Emergency Section of the Maintenance Budget is at \$0, emergency money shall be taken from another part of the Maintenance Budget and labeled as an emergency expense.

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## 4.12 Work Crews

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### **4.12.01**

If, in the course of a project, additional general labor is needed, the first resource shall be interested SHC members.

#### **4.12.02**

The rate of pay for work crew members shall be minimum wage plus one third the difference between minimum wage and the approximate wage of hiring outside contractors, or a wage decided upon by the Board of Directors.

#### **4.12.03**

The work crew shall be overseen by the Maintenance Coordinator.

#### **4.12.04**

All hiring of physical development work crews shall be done with the approval of the Facilities Committee and the Vice President of Facilities.

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### **4.13 Physical Development Funding Guidelines**

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#### **4.13.01**

SHC Physical Development Budget is responsible for all Capital Improvement Projects, and New House Provisions.

1. **a.** Capital Projects/Improvement shall be defined as: any major system or structural renovation/replacement; any purchase or project over 3% of the year's routine maintenance budget.

#### **4.13.02**

All purchases and/or contracted work over the amount of \$500, made by the Maintenance Coordinator or the Maintenance Vice President, must have at least three bids except in an emergency case.

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## 4.15 Maintenance Tools Policy

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### **4.15.01**

The SHC shall maintain a supply of tools to be available for use by House Maintenance Officers in performance of their House and corporate duties. These shall be tools that are too expensive for an individual House to afford or would be used so infrequently by one House that it is more practical to have SHC purchase, store, and maintain them for the specific use by any and all Houses.

### **4.15.02**

The Maintenance Vice President shall maintain an accurate inventory of SHC tools and supplies. Said inventory is to be updated each spring and fall.

### **4.15.03**

*This Section Removed per Maintenance Committee, March 2025.*

### **4.15.04**

SHC tools and supplies may be checked out by any member by signing them out on the SHC Tool Library Checkout List and signing the SHC Tool Library User Agreement that are located at the SHC office. Members who will be using the tools can contact the Maintenance Vice President or Maintenance Coordinator for instruction on proper use and safety of the equipment, but the Maintenance Vice President or Maintenance Coordinator will at all times act solely for the benefit of SHC. The Maintenance Vice President shall be responsible for maintaining a checkout list and ensuring the tools return.

1. **a.** Included in the SHC Tool Library Checkout List will be a list of tools deemed especially expensive and/or dangerous. The member must speak directly with either the Maintenance Vice President or Maintenance Coordinator and obtain written consent in order to check out these items.
1. **b.** The SHC Tool Library key must be returned to the office the same day. Failure to return the key by the end of the business day will result in a \$10 fine each day the key is not

returned. If key is lost, the member shall pay \$30 for lost key.

1. **c.** The period for checking out each tool is 2 weeks. Failure to return the tool by the end of the two-week period will result in a \$5 fine each day the tool is not returned. In some cases the need for tool usage may exceed a period of two weeks. If this is a possibility, then the case will be reviewed on a case-by-case basis with the member and the Executive Vice President, the Maintenance Vice President, or Maintenance Coordinator.
1. **d.** The Maintenance Vice President and Maintenance Coordinator will assess any damages or loss to the inventory. A member may be held fiscally responsible for the negligent or unsafe use of tools. The SHC will not be held liable for any damages incurred through the use of SHC tools, as stated in the SHC Tool Library User Agreement.

#### **4.15.05**

Individual Houses shall be responsible for the purchase of and inventory of common and inexpensive tools needed for House maintenance. However, a House may petition the SHC Maintenance Committee for funding for tools if the need is demonstrated.

#### **4.15.06 - INTERIM PROCEDURE**

The Vice President of Membership oversees the Interim Coordinators each year. The Vice President of Membership provides each Interim Coordinator with the contact information of each new member to the House, as well as providing them with move-in and move-out forms.

The Interim Coordinator is a member of the House, chosen by the House the preceding semester, who is responsible for:

1. **a.** Contacting all new members and making sure they know when the move-in date is by July 1.
1. **b.** Scheduling move-in times with all new members by August 1.
1. **c.** Facilitating room and House cleanup between upon move-out in preparation for move-in.
1. **d.** Assigning cleaning tasks to all House members (both departing and returning) to ensure appropriate move-in conditions by the first day of move-in.
1. **e.** Checking the House and rooms for cleanliness and damage on the move-out form, and ensuring that new members fill out the move-in form.
1. **f.** Collecting all House and room keys from departing members and giving them to new members upon move-in.
1. **g.** Collecting forwarding addresses for departing members.
1. **h.** Making sure the House has all of the SHC-provided furniture mentioned in House Provisions, and, if anything is absent, contacting the Vice President of Facilities to acquire it

by move-in date.

1. **i.** Being available for new members during their scheduled move-in time and providing a phone number and email address to them in advance.
1. **j.** Setting and posting a date and time for the first House meeting. Make sure everyone knows that this is the time you will set the budget and choose House jobs.
1. **k.** Turning in the list of House Officers and Office Laborers to the SHC Office after the first House meeting.
1. **l.** The Interim Coordinator will be compensated with a credit of \$5 per member moving into the House, but will not be eligible to receive compensation until all move-out and move-in forms and the House Officers and Office Laborers lists are turned into the SHC Office.

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## 4.19 Safety and Security

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### **4.19.01**

All grills are to be used at least 10 feet from the building at grade level.

### **4.19.02**

All grills must be removed from decks or balconies.

### **4.19.03**

Charcoal grill usage is prohibited.

# Title 5: Education, Training & Information

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## 5.02 New Member Orientation

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### **5.02.01**

All members must attend one mandatory New Member Orientation within the first semester of joining the SHC.

1. **a.** Any Member returning to the system after not living in the SHC for two or more years must attend New Member Orientation within the first semester of re-joining the SHC.
1. **b.** If a Member moves in during a semester after that semester's New Member Orientation, the Member must attend the following semester's New Member Orientation.

### **5.02.02**

New Member Orientation will be offered within two weeks of the beginning of every term, and twice at the beginning of fall semester.

### **5.02.03**

If a member does not attend a New Member Orientation within the designated time period, a fine of \$30.00 will be assessed.

### **5.02.04**

New Member Orientation will be presented by the SHC officers, who will follow a guideline prepared by the Education and Membership Committees during the previous semester.

### **5.02.05**

The Education and Membership Committees will update the outline for New Member Orientation

yearly.

## Title 7: Community Relations

### 7.10 Community Grants

#### **7.10.00**

Money will be made available through the Board Restricted budget line, on a grant basis, to Houses wishing to independently undertake a project to improve the general community outside the reach of their normal community involvement.

1. **a.** Each House will be allocated a maximum of \$300 for the entire year, to be used on an as-needed basis.
  1. **i.** In the event that grants requested exceed the funds allocated in the Board Restricted budget line, the Board may allocate additional funds from Operating Reserves, as needed.
1. **b.** The Membership Officer and Education Officer for each House will be responsible in facilitating the House's decision on community involvement event.
1. **c.** The Vice President of Education and Vice President of Membership will be responsible for facilitating their respective committee officers in the decision and completion of community involvement event.
  1. **i.** The event shall not be mandatory.

#### **7.10.01 - THE APPLICATION PROCESS**

Applications will be considered continually throughout the entire school year.

1. **a.** Member and/or House decide on a project.
1. **b.** House must approve the project by a two-thirds vote of its entire membership.
1. **c.** Member and/or House fill out grant program form.
1. **d.** Member and/or House must present the project in person at the next Board of Directors meeting for consideration. Barring any conflicts, the money will be disbursed in accordance with the chosen estimate.

1. **e.** The project must be completed by date specified.

### **7.10.02 - THE ENACTMENT PROCESS**

1. **a.** Houses must obtain receipts for all purchases based on the Community Grant and must turn those receipts into the Corporate Treasurer within one (1) week after the event's completion.
1. **b.** Community events will be publicized in the next Pine Press, in a short write up by the Visionary Committee.
1. **c.** In the event of falsification or misuse of funds, a one-year ban from use of Community Grant funds will go in effect until the end of the school year.

### **7.10.03**

Houses must collect their grant money within six weeks of its allocation or the money will be recycled into the Drain Fund.

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## **Title 8: Development**

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### **8.02 The Selection and Opening of a New Property**

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#### **8.02.01 - SELECTION OF A PROPERTY**

The selection of a property for purchase can come from one of three places. It could be a grassroots effort, including people from one or more Houses that have a property in mind. It could come from one of the Standing Committees. It could also come from an ad-hoc expansion committee, headed by the Executive Vice President.



### **8.02.02 - APPROVAL OF PHYSICAL DEVELOPMENT COMMITTEE**

After a property is selected several steps must be met before it can be recommended to the Board for purchase:

1. **a.** It must be toured by the Maintenance Coordinator and the Physical Development Committee, and approved by a vote of the Physical Development Committee. The Maintenance Coordinator must prepare a written opinion on the property.
1. **b.** The Maintenance Coordinator should use their experience to prepare an estimate of the costs involved in renovations to the property.
1. **c.** The number of spaces must be decided upon.
1. **d.** The Executive Director should prepare a report on the costs and potential revenues of the property, based on the available estimates.
1. **e.** A report from a certified home inspector shall be considered by the Physical Development Committee before they make their recommendation to the Board.

### **8.02.03 - RECOMMENDATION OF A PROPERTY FOR PURCHASE**

In order to begin financial negotiations with the seller a House must be recommended to the Board by the sponsoring committee.

1. **a.** At this Board meeting a maximum purchase price should be set (and kept a secret) and a negotiation group should be picked. This group must contain the Executive Director, one member of the Board, and one other member of SHC. It is recommended that the House have between 10 and 20 spaces.
1. **b.** A purchase proposal to be sent to the Board representatives before the Board meeting must include the following:
  1. **i.** A report from a certified home inspector.
  2. **ii.** The Maintenance Coordinator's comments on the home inspector's report.
  3. **iii.** A list of preliminary renovations with line item cost estimates, prepared by the Maintenance Coordinator.
  4. **iv.** A list of opening needs, containing an estimate of the costs of the items laid out in House Provisions.
  5. **v.** A multiple five-year operating projection showing the effects of different purchases' prices and financing scenarios on feasibility. All projections should assume we spend the entire renovation contingency and assume an interest rate of at least half a point higher than is currently available (to account for possible changes in the interest rate while closing).

### **8.02.04 - CONTINGENCIES OF A PURCHASE**

After successful negotiations, the purchase of the House must be made contingent upon a majority approval of the whole membership via a referendum.

### **8.02.05 - RENOVATIONS**

The Maintenance Coordinator will supervise the subcontracting of labor during renovations. It is recommended that professional contractors do most of the labor. The budget for renovations should be 25% over the estimate, to be prepared for unforeseen problems. Ultimately, the Maintenance Coordinator will be asked to take responsibility for the management of the project, and to set a timetable for its completion. In any event, no one will be allowed to reside in the House until the renovations are complete.

### **8.02.06 - OPENING OF A NEW PROPERTY**

The opening of the new co-op cannot happen until the following conditions are met:

1. **a.** The House has a membership composed of one member with previous SHC experience per every five spaces. These members will receive one month's free assessment upon adequate completion of listed tasks, and will be hired from the pool of applicants by the Executive Committee.
1. **b.** Money is to be given to the House for a checking account and reserves. The amount is to be determined by the following formulas.
  1. **i.** \$100 per each space into checking
  2. **ii.** \$25 per each space into savings
1. **c.** One of the experienced co-ops will be given the extra job of opening coordinator. They will take charge of the initial moving in period. Their duties are to handle keys, set up an interim job schedule, organize the first House meetings, answer questions for the new members, and other duties as needed. They will be paid as an Interim Coordinator for this job.
1. **d.** All items listed in House Provisions must be in place.
1. **e.** The Board representative from the House must make a brief report about the progress at the House at the Board meetings for the first year of its existence.
1. **f.** The residents will be provided with a generic House constitution for the opening. They are free to modify it as they see fit.
1. **g.** The co-op members must choose a name for the House within the first month of the semester. If this is not done, the Board will pick a name for the House.
1. **h.** At least one non-resident corporate officer should be present at every House meeting for the first semester.

### **8.02.07 - FOLLOW UP**

At the first meeting of each semester in the first two years, a presentation shall be made by the

Board representative and the House Facilitator or President about the progress at the House. This is to ensure that close attention gets paid to new properties.

### **8.02.08 - NEW HOUSE PROVISIONS**

1. **a.** A House must meet one of the following requirements to be considered a New House:
  1. **i.** Newly-purchased property (see The Selection and Opening of a New Property).
  2. **ii.** Converted from a non-co-op property to a co-op property.
  3. **iii.** Be a “reboot / refresh” property (see Reboot and Refresh and Article X: Maintenance).
1. **b.** New House status shall last a six-month period once occupancy begins.
1. **c.** New Houses may petition the SHC for to acquire the following items if they are not present or functional:
  1. ● Cookware (pots, pans, cooking utensils, Tupperware, etc.)
  2. ● Tableware (plates, bowls, silverware, glasses)
  3. ● Electrical equipment
  4. ● Light bulbs
  5. ● Locks and door hardware
  6. ● Phone equipment
  7. ● Paint (common areas, bedrooms)
  8. ● Shower curtains
  9. ● Bathroom hardware
  10. ● Smoke detectors
  11. ● Window glass
  12. ● Fire extinguisher maintenance
1. **d.** At their discretion, the Maintenance Vice President or Executive Vice President can approve the purchase of additional items for a New House.
1. **e.** The SHC will pay for disposal of old garbage and unusable furniture from a New House.

## **Title 9: Cooperative Behavior & Expectations**

### **9.01 A Co-oper's Rights and Responsibilities**

#### **9.01.01**

A member's rights and responsibilities are as follows:

<b>Rights</b>	<b>Responsibilities</b>
To live in a democratically-managed House under the auspices of a democratically-run organization.	<ul style="list-style-type: none"> <li>To regularly participate in House Meetings.</li> <li>To participate in the governing of the the SHC (either directly or through elected House Officers).</li> <li>To read all communications from the House and SHC.</li> </ul>
To live in a room and House which are safe and secure.	<ul style="list-style-type: none"> <li>To abide by all House and SHC security measures.</li> <li>To lock doors and windows.</li> <li>To monitor all guests.</li> <li>To respect the property and privacy of others.</li> <li>To refrain from illegal activity.</li> </ul>
To live in a room and House which are clean sanitary, and in good repair.	<ul style="list-style-type: none"> <li>To share in whatever work is required to keep the room and House clean, sanitary, and in good repair.</li> <li>To communicate with the House and SHC when such work is needed.</li> </ul>
To live in a House that is free from abuse, harassment, and prejudicial behavior of any kind.	<ul style="list-style-type: none"> <li>To refrain from any actions that would discriminate against, harass, or abuse another member.</li> <li>To refrain from any actions that would cause physical, emotional, or psychological harm.</li> </ul>
To privacy in their own room.	<ul style="list-style-type: none"> <li>To respect the privacy and personal space of others.</li> </ul>
To access all House and SHC rules, policies, and financial records.	<ul style="list-style-type: none"> <li>To pay all House and SHC charges; and work to become familiar with the SHC Articles of Incorporation, Bylaws, Code of Operations, contracts and House Constitutions.</li> </ul>
To a balanced and fair dispute resolution process.	<ul style="list-style-type: none"> <li>To work proactively to resolve disputes in a forthright, peaceful, and civil manner—beginning at the House-level whenever possible and appropriate.</li> </ul>
To competent House and Executive Officers.	<ul style="list-style-type: none"> <li>To communicate and cooperate with House and Executive Officers in the execution of their duties.</li> <li>To hold Officers accountable and provide constructive feedback.</li> </ul>

Rights	Responsibilities
To voice opinions; to be heard and listened to. To improve and change the House and the SHC. To critique problems in the House or SHC.	<ul style="list-style-type: none"> <li>• To hear and listen to others.</li> <li>• To be open to other members' ideas.</li> <li>• To work for creative solutions to problems.</li> </ul>

## 9.02 Policy on Dispute and Conflict Resolution

### **9.02.00**

It is the policy of the SHC to encourage peaceful and satisfactory resolution of all conflicts and disputes between its members, especially those arising out of the normal frictions and difficulties of daily living. This policy applies to all complaints not covered by the Anti-Discrimination and Anti-Harassment Policies.

### **9.02.01 - THE GRIEVANCE COMMITTEE**

Third-party dispute and conflict mediation will be available to every member of the SHC from the Grievance Committee. The Grievance Committee will provide mediation and attempt to reach an informal resolution that will be satisfactory to all parties involved.

### **9.02.02 - COMPLAINTS**

Any person claiming to be aggrieved by another member or members may file a complaint in writing (e.g., e-mail) with the Vice President of Membership or the Vice President of Education. If a Member is uncomfortable reporting incidents to either of these individuals, that Member may report the incident to another member of the Grievance Committee.

1. **a.** Confidentiality Option: The Grievance Committee will require all Grievance Committee members to sign a confidentiality agreement at the complainant's request. Board Members will not sign this and will therefore refrain from participation in a mediation attempt that involves a confidentiality agreement.

### **9.02.03 - MEDIATION**

The parties to a complaint may be brought together to attempt an informal resolution of the complaint in a manner satisfactory to all parties. Mediation efforts will usually consist of meeting(s) between the mediators and the parties separately, and/or jointly, at the discretion of the mediators. The purpose of these discussions is to determine whether the dispute can be resolved to the mutual satisfaction of the parties without resort to formal procedures.

1. **a.** Phase One: Mediation will be by no less than two members of the Grievance Committee. Mediators may not be residents of the House or Houses of any of the complainants. Mediation in Phase One will be consensus based. If Phase One mediation is successful, the case will be formally closed. If mediation is unsuccessful, the dispute will move onto Phase Two.
1. **b.** Phase Two: Mediation will be at a quorum meeting of the Grievance Committee. Consensus will be sought when attempting to find a resolution to the dispute in Phase Two, but if consensus cannot be found, a decision will be made by a two-thirds majority vote of those Grievance Committee members present. If a decision of the Grievance Committee can be executed informally, the case will be formally closed.

### **9.02.04 - APPEAL**

Any party claiming to be aggrieved by a final decision of the Grievance Committee, including, without limitation, a refusal to take any action, may appeal to the Board within fourteen calendar days of the date the Grievance Committee informs both parties of its final decision.

During an appeal, all parties involved must be given a chance to speak in front of the Board. In addition to that the Grievance Committee will offer a written report of the mediation attempt as well as their suggestions to the Board. After discussion of the issue and the report reviewed, a majority vote of the Board present is required to decide the case.

### **9.02.05 - DISCLAIMER**

Nothing in this policy shall be constructed to create a cause of action by any member against the House or the SHC for failure to enforce this policy.

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## **9.03 Anti-Discrimination and Anti-Harassment Policies**

### **9.03.00**

The SHC will not discriminate in the provision of either employment or housing on the basis of any personal trait that does not interfere with the ability of an individual to fulfill the responsibilities of employment or membership. The SHC does not tolerate unwelcome verbal, physical, or visual conduct, or any form of discriminatory harassment.

### **9.03.01 - SCOPE**

In providing housing or employment, the SHC will attempt to eliminate illegal discrimination of every description, including, but not limited to acts that create a hostile environment, constitute harassment, quid pro quo, stalking, or other forms of unlawful discrimination. The Board and officers shall promulgate separate, simple procedures for handling complaints by employees of the SHC. The following procedures, applicable to members of the SHC, shall be made enforceable within the membership agreement so that acts of discrimination and/or harassment by a member may constitute grounds for eviction from the SHC.

### **9.03.02 - COMPLAINT**

1. **a.** A member who believes that they have been discriminated against or harassed by another member may complain either to the Vice President of Education or the Vice President of Membership in writing. Whichever of the Vice Presidents receives the written complaint shall take the role of investigating officer. The investigating officer shall inform the Executive Director and the non-investigating Vice President of the existence of the complaint and will thereafter report to both on the status of the investigation.
1. **b.** Any member or employee who feels they have a cause for grievance against an employee, or any employee who feels they have cause for a grievance against a member, is encouraged to discuss the matter with either the President or the Executive Director (as per 5.01.08).

### **9.03.03 - INVESTIGATION**

1. **a.** The Vice President of Membership, the Vice President of Education, the Executive Director, President, and the Grievance Committee shall be properly trained to conduct a careful investigation by using the Guidelines For Investigating Harassment and Discrimination Complaints ([Appendix A](#)).
1. **b.** Interviewing the complainant and the person against whom the claim has been filed shall be completed in no more than fourteen days from the receipt of the complaint.

#### **9.03.04 - REPORTS**

1. **a.** The investigating officer shall document the status of investigations and the recommendations of their investigations and shall create a confidential folder to hold records of the investigation, in accordance with the guidelines for preparing a report given in the Guidelines For Investigating Harassment and Discrimination Complaints ([Appendix A](#)). This report shall protect the identity of all parties and houses involved per these guidelines.
1. **b.** The investigating officer shall label the complaint as substantiated, unsubstantiated, or unable to be determined.
1. **c.** Discriminatory actions or harassment do not need to continue after the complaint has been filed for the complaint to be substantiated.

#### **9.03.05 - CONSEQUENCES**

1. **a.** There are no consequences to any party if the claim is not substantiated.
1. **b.** In the event a complaint is substantiated against a member or group of members, the nature of the consequences shall fit the nature of the complaint, up to and including eviction, and shall be left to the discretion of the investigating officer, with the following stipulations:
  1. **i.** The guilty party shall be placed on Desk Referral by the investigating officer.
  2. **ii.** If eviction is not the corrective measure implemented, relocation shall be offered as an option first to the complainant, depending on availability within the SHC system. If this is unacceptable to the complainant, mandatory relocation can be a consequence to the guilty party.
1. **c.** The report of the investigation shall include a list of all of the consequences to be implemented.

#### **9.03.06 - APPEAL**

1. **a.** Any party claiming to be aggrieved by the final decision of the investigating officer may appeal to the Grievance Committee within two weeks of the decision.
2. **b.** The non-investigating Vice President will serve as the sole chair of the Grievance Committee for the appeal process.
3. **c.** Members of the Grievance Committee who may have conflicts of interest, as determined by the non-investigating Vice President, will not participate in the appeal process.
4. **d.** The investigating officer may be interviewed during the appeal process.



## 9.08 Member Referral Process

### **9.08.00**

Member Referral is provided as a method by which uncooperative members may be asked not to re-sign at the end of the current contract. This may occur as the result of House action or a Desk Referral.

### **9.08.01 - HOUSE REFERRAL**

At a quorum meeting of a co-op, a member may come up for referral by a House vote with a majority of those present. The member being put on referral must be notified in writing one week before the meeting at which the referral issue will be discussed. Any member may bring the issue to the House for consideration.

### **9.08.02 - DESK REFERRAL**

In the case that a member has exhibited continued problems, which may include uncooperative behavior (see A Co-oper's Rights and Responsibilities), non-payment, or non-work, any of the following individuals may issue a Desk Referral: the Member Services Coordinator, Vice President of Membership, Vice President of Education, or Executive Director. Should a staff member make the Desk Referral, it must have the support of the Vice President of Membership or the Vice President of Education.

### **9.08.03**

If a member is placed on referral, a letter of explanation of the problem must be written by the individual or House issuing the referral and a copy needs to be sent to the member involved in the referral. A copy of the referral will be placed in the member's file.

### **9.08.04 - REPORTS**

The member on referral will not be allowed to sign another contract until the House has re-approved the member with a House vote of simple majority. In the case that a Desk Referral is issued, the member must be re-approved by the Membership Committee.

### **9.08.05 - CONSEQUENCES**

If a member on referral is not re-approved, then the person will not be allowed to sign a contract with the SHC. The knowledge of a member's referral status and the written description of the problem would be passed on to other Houses if the member applies elsewhere within the co-op system.

### **9.03.06 - APPEAL**

The party claiming to be aggrieved by a final decision of the House may appeal to the Membership Committee within 14 days of the date of the House vote or Desk Referral, or the date the House or office informs the member of the decision by means of a written notice.

During an appeal, the person making the appeal as well as a representative of the House (preferably a House officer) must be given a chance to speak before the Membership Committee. After discussion of the issue, and a report from the House has been read, a majority vote of the Membership Officers present is required to reverse the decision. Officers must be present to vote.

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## **9.10 Expulsions**

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### **9.10.01**

Expulsions should be treated as a last resort measure. Expulsion proceedings should be pursued only after the Vice President of Membership has been notified and the procedures of grievance outlined in the Anti-Discrimination and Anti-Harassment Policies have been executed in an attempt to avoid expulsion.

### **9.10.02**

Members may be expelled from a House on any of the following grounds:

1. **a.** Continual violation of a Roommate's Bill of Rights, which reads as follows:

1. **A Roommate's Bill of Rights**

1. **i.** Each roommate has the right to privacy and equal use of the room.
2. **ii.** Each roommate must respect the other roommate's desires regarding lights, noise, and use in general.
3. **iii.** A roommate must obtain explicit permission from his/her roommate to have an overnight guest in the room each time s/he has a guest.

1. **b.** Continual nonperformance or poor performance of duties;

1. **c.** Malicious destruction of the property of the House or of any member;

1. **d.** Use of force or threats, including sexual harassment, against House members or guests;

1. **e.** Nonpayment of money owed to the House or the SHC;

1. **f.** Continuous violation of House rules;

1. **g.** Discriminatory harassment;

1. **h.** Violation of ordinance of state law, including but not limited to: possession, use, or delivery of controlled substances; theft of property; destruction of property.

### **9.10.03**

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 (including the presentation of witness testimony if desired) before an expulsion vote is cast. Both oral and written notification must be approved by a simple majority vote of House membership (whether it be by petition, impromptu, or regular House meeting).

### **9.10.04**

An expulsion vote may only take place at a scheduled House meeting where a quorum is present, 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.

### **9.10.05**

A two-thirds majority of all House members holding current residence are necessary to expel a member. This vote must be by signed petition with all charges against the member listed.

### **9.10.06**

Upon passage of the motion to expel, the person expelled shall be given 24 hours to indicate when, within seven days she/he will be leaving. If the person refuses to leave the House, the Membership Officer shall ask the Vice President of Membership to initiate formal eviction proceedings in court.

#### **9.10.07**

During eviction proceedings, the rights of the expelled member shall be scrupulously protected by House members.

#### **9.10.08**

Expelled members will be charged a fine in the amount of one month's assessment to be used for advertising the vacancy caused by the expulsion. The expelled member will also be held responsible for any debts or fines incurred within the House until the time of departure.

#### **9.10.09**

In the case of a violation of federal or state law, the SHC reserves the right to enact eviction proceedings by a two-thirds vote of the Board.

#### **9.10.10**

If an expulsion hearing held in good faith is later found to have not been conducted according to written procedures, the hearing will be considered valid and any decision will stand unless the person being expelled objects and requests a new hearing.

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## **9.11 Evictions**

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#### **9.11.01**

Any Member who is evicted will not receive their Member Share returns or House surplus.

### **9.11.02**

Any Member who is evicted will never be eligible to live in a House again, unless re-approved by a three-fourths majority vote of Membership Committee at a regularly-scheduled, quorum meeting.

## **9.12 Party Policy**

### **9.12.01 - PARTY DEFINITION**

1. **a.** A House-sponsored party is defined by all three conditions:
  1. **i.** The party is advertised.
  2. **ii.** The party takes place in a common area.
  3. **iii.** The party has live entertainment or amplified music.
1. **b.** Any person wishing to hold a party must be a current House Member, and only a House Member can be a party representative.
1. **c.** There will be no rental or lending of Houses to outside agencies or individuals for parties, benefits, etc.
1. **d.** A committee-sponsored party can be an event with special recruitment purposes or an informational or educational event. The committee chair will act as the party representative.

### **9.12.02 - PARTY APPROVAL**

1. **a.** All parties must be approved in advance by three-fourths vote of the House at a regularly-scheduled, quorum meeting.
1. **b.** The names of those voting in the affirmative must be recorded in the meeting minutes.
1. **c.** Committee Members can volunteer to host a committee-sponsored party with a three-fourths vote of their House at a regularly-scheduled, quorum meeting.

### **9.12.03 - RESPONSIBILITY & GENERAL GUIDELINES**

1. **a.** Any damages incurred are to be paid for by the House.
1. **b.** The House is responsible for organizing sufficient House-level security before the party.
1. **c.** People attending any party or event will only be admitted through one entrance, while other exits will be monitored during the party to prevent any unauthorized entrance/exit.
1. **d.** Amplified music and general noise will end at 2:00am.
1. **e.** Houses will designate someone as a party representative who will be sober and present until all party-goers have left. Any problems will be directed to the party representative. Prior to the party, all House Members shall know who the party representative is for that evening and be informed of the party representative's function.

### **9.12.04 - ADVERTISING POLICY**

1. **a.** Advertisement of alcohol or controlled substances is strictly prohibited.
1. **b.** Advertisements for parties posted in any public area are strictly prohibited. Inviting friends to a party through social networking websites is allowed as long as invitations remain private and the party is posted as a secret or invite-only event.
1. **c.** Committee-sponsored parties can be advertised outside the SHC if they serve a special purpose, such as recruitment, or are an educational or informational event.
1. **d.** Any advertised party must include notice to all Houses and the SHC.

### **9.12.05 - NEIGHBOR RELATIONS**

1. **a.** A notice of parties will be made to neighbors by the House to include the time and date of the party.
1. **b.** Houses will clean the neighborhood of all party-related debris within 24 hours after the party or event.
1. **c.** The neighbors should have the phone number and the name of the party representative during the party with a request to contact them rather than the police if the party or event becomes a problem.

### **9.12.06 - MONEY**

No party profits will be budgeted into a House's finances.

### **9.12.07 - ALCOHOL POLICY**

1. **a.** Selling alcohol at a House party or event is strictly prohibited. This includes but is not limited to: charging at the door for drinks, wristbands, stamps, cups, or accepting donations at parties where alcohol is distributed.
1. **b.** Alcohol will not be distributed or purchased on behalf of people under 21 years of age.
1. **c.** Houses cannot use official House funds (e.g, individual House checking, savings accounts, social budget, or any fees collected by treasurers) to purchase alcohol.
1. **d.** No alcohol will be provided at committee-sponsored parties, including the All-Member Parties and Orientations.

### **9.12.08 - VIOLATIONS OF THE PARTY POLICY**

1. **a.** The Vice President of Membership will bring violations of the Party Policy to the attention of the Executive Committee and the Board.
1. **b.** If a House violates any part of the Party Policy except the invitation policy or the advertising alcohol policy, the House shall be fined \$10 per House Member and the Vice President of Membership will ban the House from having parties for a three-month period. This ban will be reported at the subsequent Board of Directors meeting.
  1. **i.** Any parties held in violation of this ban will result in a \$30 fine per Member of the House.
  2. **ii.** If Members of the House are able to provide meeting minutes from the House meeting in which the decision to have a party was made, those Members who did not agree to the party or event may ask to be exempted from the fine.
1. **c.** If a House publicly advertises a party and fails to make the event private or invite-only within one day of being made aware of this violation by the SHC, the House will receive a fine of \$10 per member.
  1. **i.** If the House maintains this violation of the Party Policy for more than a week or until the date of the party (whichever is sooner), the House will also receive the standard punitive measures for any Party Policy violation (see Violations of the Party Policy (b)).
1. **d.** If a House publicly advertises alcohol at a party and fails to remove that advertisement within one day of being made aware of this violation by the SHC, the House will receive a fine of \$10 per member.
  1. **i.** If the House maintains this violation of the Party Policy for more than a week or until the date of the party (whichever is sooner), the House will also receive the standard punitive measures for any Party Policy violation (see Violations of the Party Policy (b)).

## 9.13 Smoking Policy

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### **9.13.01**

Smoking is not allowed inside of any SHC House, including smoking for medical reasons.

### **9.13.02 - VIOLATIONS OF THE SMOKING POLICY**

1. **a.** If, during any inspection, a House is found to have covered smoke detectors in common areas, each Member of the House will receive a \$20 fine.
1. **b.** If a bedroom is found to have a covered smoke detector, the Member or Members who reside in that room will receive a \$20 fine each.
1. **c.** If a Member is found to have a covered smoke detector 3 times, that Member shall be placed on Desk Referral.
1. **d.** If a Member has concern that the Smoking Policy is not being followed in their House, they may approach the Vice President of Facilities or assistance in enforcing the Smoking Policy.

## 9.20 Parking Policy

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### **9.20.00**

The goal of this section is to attempt to make parking situations at each House more uniform. The goal is for the SHC to provide approximately 60% parking availability for each house with an average of 80% parking system wide.

### **9.20.01**

Parking for each House shall be defined as follows:



House	# of Members	Actual # of spots	Spots allocated	Difference
415 Ann St.	5	6	4	Lose 2 to 501 M.A.C. Ave.
425 Ann St.	15	16	12	Lose 4 to 501 M.A.C. Ave.
140 Collingwood Dr.	15	13	13	-
146 Collingwood Dr.	9	7	7	-
152 Collingwood Dr.	6	5	5	-
420 Evergreen Ave.	12	11	10	Lose 1 to 501 M.A.C. Ave.
415 M.A.C.	21	16	16	-
501 M.A.C.	23	7	16	Gain 1 from 420 Evergreen Ave., Gain 2 from 415 Ann St., Gain 4 from 425 Ann St., Gain 2 from 505 M.A.C., Gain 2 from 525 M.A.C. Ave.
505 M.A.C.	22	20	17	Gain 1 from 420 Evergreen Ave., Gain 2 from 415 Ann St., Gain 4 from 425 Ann St., Gain 2 from 505 M.A.C., Gain 2 from 525 M.A.C. Ave.
525 M.A.C.	10	10	8	Lose 2 to 501 M.A.C. Ave.
236 N. Harrison	20	17	17	-
239 Oakhill	29	25	25	-
711 W. Grand River Ave.	21	16	16	-
427 W. Hillsdale St.	8	6	6	-
127 Whitehills Dr.	19	13	14	Gain 1 from 505 M.A.C. Ave.

### **9.20.02**

Each House will assign parking.

### **9.20.03 - VIOLATIONS OF THE PARKING POLICY**

1. **a.** If a House does not abide by this policy and it creates a conflict between Houses, the aggrieved House will notify the Vice President of Facilities who will attempt to resolve the issue.
1. **b.** If the House in violation of this policy continues to refuse to comply with the Parking Policy, the House will be fined \$10 per Member per spot they have taken from another House per month by the Vice President of Facilities.
1. **c.** If the House has assigned parking in accordance with the Parking Policy and it is specific Members who are in violation of this policy, the House may elect to have those specific Members bear the burden of any fines assessed for policy violations.

# Title 10: Impairment to Capital/Fiscal Crisis

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## 10.00 Definition of Capital Fiscal Crisis / Article: X

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### **10.00.00**

The SHC maintains certain restrictions on House sovereignty to ensure the safety of its Members and the functional operations of its Houses. In the case that a House becomes a serious risk to the system as a whole, its operations may require externally-guided change under Article X (see Title 9). Houses retain any powers not expressly granted to the SHC Board of Directors ("the Board") or any other body within the SHC.

### **10.00.01**

All of the Houses that are associated as part of the SHC rely on each other for support in matters of finance, education, membership, maintenance, and physical development. If the situation at any one House becomes such that it will adversely affect all the other Houses and damage the stability of the SHC as a whole, then that House must be considered a candidate for an Article X intervention.

### **10.00.02**

All Houses reserve the right to assist any member Houses in crisis. In the cases of Article X, SHC officers are given the authority, on behalf of the Houses, to intervene and assist such a House. This assistance will last only until the House is out of the crisis situation as understood by the Board.

### **10.00.03**

The Board, with a two-thirds majority vote, may declare a House on Article X on the recommendation of respective officers and staff and with the input of the candidate House at a meeting of the Board.

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## 10.01 Article X: Membership

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### **10.01.00**

Article X: Membership is the measure to assist a House that is suffering from low membership, such that would infringe on the House's ability to remain a participating member within the SHC.

### **10.01.01**

When a House's membership falls below 60% of the regular SHC-assessed capacity the following shall occur:

1. **a.** House membership policies and new member recruitment shall fall under the authority of the Vice President of Membership.
1. **b.** The Corporate Treasurer shall establish a payment plan such that each member shall pay a rate at least equal to the highest current rate in the SHC system.
1. **c.** If the House is incapable of filling, the Board may appoint the Executive Committee, headed by the Vice President of Membership, to approve new members.
1. **d.** Other measures as advised by the Vice President of Membership and approved by the Board shall go into effect.
1. **e.** A House may petition to have an emergency reduction in assessment with the same consequences as 6.04.
1. **f.** The Board may move to declare Article X on grounds of financial crisis.

### **10.01.02 - EXCEPTIONS**

If assessments are met, then Article X: Membership cannot apply except by two-thirds vote of the Board.

### **10.01.03**

These measures shall cease when a House reaches 80% of its total assessed regular SHC capacity and the House can normally cover SHC assessments.

#### **10.01.04 - OPEN SHC MEMBERSHIP HOUSE**

When a House is declared in violation of Article X due to insufficient membership the Board of Directors may declare the affected House an “Open SHC Membership House.” Any member may apply to the Vice President of Membership to move to that House under the following guidelines:

1. **a.** The member may elect to move to an affected House for the duration of his or her contract.
1. **b.** If a member has only one semester remaining in his or her contract, he or she can only apply under the terms of these guidelines.
1. **c.** This person must be a member in good standing and have a zero balance with the original House upon moving into the affected House.
1. **d.** This Member will become responsible for all charges required of Members of the House under Article X.
1. **e.** The contract with their original House shall be nullified when the new contract goes into effect with the affected House.
1. **f.** All applicants shall be carefully screened by the Executive Committee, headed by the Vice President of Membership to determine their suitability to the living situation of the affected House.
1. **g.** The number of assessments of a House that has members move out (under these provisions) shall be lowered by one assessment for every member who moves.
1. **h.** The assessment change shall be in effect for the duration of that person's contract or until the space is filled whichever comes first.
1. **i.** Priority shall be given to those in non-singles and to those who have skills that are particularly needed by the House.
1. **j.** The number of members that can leave any given House is limited to the number that would reduce House membership to 85% of its total SHC capacity.
1. **k.** Members who are acceptable to the affected House and the Executive Committee headed by the Vice President of Membership may move regardless of the wishes of that member's original House.
1. **l.** These provisions will cease when a House has reached a level of membership high enough to no longer be considered impairment to the capital on the grounds of insufficient membership.

## 10.02 Article X: Finance

### **10.02.01**

House will be placed on financial probation as a precursor to Article X: Finance based on the following procedure:

1. **a.** A House Treasurer who submits transmittal forms or monthly House paperwork late shall be levied a \$15 fine.
  1. **i.** A House whose House Treasurer submits forms or paperwork late five times within the twelve month contract period will be placed on financial probation.
1. **b.** A late form or paperwork not submitted within two weeks of the original deadline will be considered a failure to submit financial information.
1. **c.** A House whose House Treasurer fails to submit financial information twice within one semester will be placed on financial probation.

### **10.02.02**

All of the Houses that are associated as part of the SHC rely on each other for support in matters of finance, education, membership, maintenance, and physical development. If the situation at any one House becomes such that it will adversely affect all the other Houses and damage the stability of the SHC as a whole, then that House must be considered a candidate for an Article X intervention.

### **10.02.02**

The conditions of financial probation are the following:

1. **a.** All House books shall be immediately turned over to the Corporate Treasurer.
1. **b.** All House bookkeeping will be done at the SHC office between the Corporate Treasurer and the Member Services Coordinator, supervised by the Corporate Treasurer.

### **10.02.03**

All Houses not submitting their House books to the SHC office within seven days of notification of their financial probation and/or a House who does not replace their House Treasurer within 30 days of notification of financial probation will be declared Article X: Finance.

#### **10.02.04**

The probationary period will continue until a new House Treasurer has been installed and trained, with all payments to the SHC being current.

#### **10.02.05**

Article X will be invoked for a House on Financial Probation of one if the following happens:

1. **a.** Failure of the House Treasurer to meet with the Corporate Treasurer in response to an overdue House budget, as per 7.03.01 ©.
2. **b.** A House's membership is such that regular House assessment is unable to be met by the current House membership.
3. **c.** The Board declares the House to be in fiscal crisis due to extenuating circumstances.

#### **10.02.06**

The following measures will be taken on any House declared Article X:

1. **a.** The House's finances shall fall under the authority of the Corporate Treasurer and the Board.
1. **b.** All House members shall be put on a payment plan approved by the Corporate Treasurer, the Executive Director, and the Member Services Coordinator.

#### **10.02.07**

The measures shall stay in effect until the House has developed a working House budget and is generally out of fiscal crises as judged by the House Treasurer, Corporate Treasurer, Member Services Coordinator, and the Executive Director.

#### **10.02.08**

The duties of the Corporate Treasurer and the Member Services Coordinator toward a House on Article X shall consist of:

1. **a.** Signing all House checks.
1. **b.** Full responsibility for collecting all House member payments, assessment fees, damage

deposits, phone bills, fines, and other moneys payable to the House or the SHC.

1. **c.** Maintaining receipt files for all payments received, regardless of payment amount or method of payment.
1. **d.** Paying all House bills by their due date, determining the priority of each bill.
1. **e.** Keeping an accurate, itemized legible record of each member's account, semester budget, fines, phone bills, and other accounts as deemed necessary.
1. **f.** Serving as financial spokesperson for the House at any appropriate situation (dealing with banks, the SHC, utility companies, suppliers, etc.)
1. **g.** Closing the House books at the end of each semester in the case that the House remains on Article X at the end of the semester.

### **10.02.09**

The Board may, on recommendation from the Corporate Treasurer and Member Services Coordinator, appoint a Financial Liaison to assist the House on Article X in the management of its finances.

### **10.02.10**

The duties of the Financial Liaison shall include at least:

1. **a.** Formulating, in conjunction with the House Treasurer, Corporate Treasurer, and/or Member Services Coordinator, the semester budget for the Article X House.
1. **b.** Bringing all House bills, bank statements and all other relevant financial materials to the SHC office.
1. **c.** Maintaining copies of the House records, which will be revised on a bimonthly basis by the Corporate Treasurer and Member Services Coordinator. These files must be open to any House member who wishes to see them.
1. **d.** Keeping other officers and members of the House advised as to the status of the semester budget at House meetings.
1. **e.** Attending all Finance Committee meetings.
1. **f.** Writing or revising, in conjunction with the House Treasurer, Corporate Treasurer, and Member Services Coordinator, any deficient financial sections of the House constitution and submit them for final House approval.

### **10.02.11**

A House shall be removed from Article X: Finance when:

1. **a.** It has a working House budget and the House Treasurer understands the House budget as well as the operation of the SHC accounts; or,
1. **b.** The House membership is such that regular House assessment can be reached; or,
1. **c.** The Corporate Treasurer, House Treasurer, Member Services Coordinator, and Executive Director recognize that the House is out of fiscal crisis.

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## 10.03 Article X: Maintenance

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### **10.03.01**

All Houses are required to be kept reasonably maintained and clean by their residents. To ensure this, the Facilities Vice President shall conduct inspections of each building's common areas annually.

### **10.03.02**

The inspection forms used shall be approved by the Board and shall have the final rating scales based on a percentage, one for maintenance and the other for cleanliness.

**a.** Houses that fall below 70% on either of the scales will have failed that inspection and the Facilities Vice President shall issue that House a written warning.

### **10.03.03**

When a warning is issued, the House shall have seven days to correct the problems listed in the warning and reach a score of 70% or higher. The Facilities Vice President may extend the warning period.

1. **a.** If the problem has to be corrected by the SHC, then that House will be charged for time and materials it takes to correct this problem.
1. **b.** If a House fails two consecutive inspections, then that House shall be reviewed by the Facilities Committee for consideration of Article X: Maintenance. A full report will be



submitted from the Facilities Committee to the Board.

#### **10.03.04**

When a House is declared Article X, a Maintenance Manager shall be hired and supervised by the Maintenance Vice President and Facilities Coordinator at a contracted amount, to serve until the House passes the next inspection. First preference shall be given to members of the Facilities Committees.

1. **a.** The salary of Maintenance Manager shall be charged to that House's account at a rate equivalent to \$1.75 above the hourly minimum wage with a maximum of 15 hours per week.
1. **b.** Houses must restrict any functions that may jeopardize any repairs/renovations performed by the Maintenance Manager or House Maintenance Officer.

#### **10.03.05**

If the House falls below 85% on either of the scales during the probationary period, Article X shall be declared.

1. **a.** Houses shall be placed under a three-month probationary period after Article X is lifted.
1. **b.** If the House falls below 80% on either of the scales during the probationary period, Article X shall be declared.

#### **10.03.06**

Rental properties are not included in Article X: Maintenance guidelines.

#### **10.03.07**

The above actions may be appealed to and rescinded by a two-thirds vote of the Board.

## 10.04 Article X: Education

### **10.04.00 - DEFINITION OF ARTICLE X: EDUCATION**

1. **a.** Article X: Education is to be seen as a measure to provide further support and help to a House, rather than seen as a punishment. Article X: Education is the concern for Houses that lack a sense of how to run as a co-op. This lack of how to function as a co-op may be seen through a lack of understanding or maintaining job responsibilities and miscommunication or no proper form communication, therefore resulting in a complete breakdown of House functions due to various educational and communication reasons.
1. **b.** This sort of a breakdown within a House can adversely affect particular individuals within a House and can get as extreme as affecting other areas and committees within the SHC. Often some sort of interaction and outside help may be needed to correct and prevent larger problems from occurring. Article X: Education is a way for the SHC to be further aware that a concern or a problem may exist in a House.
1. **c.** Article X: Education, as a policy, is meant to remain as general as possible to encompass any educational or communication problem or concern that may arise at any level with the SHC. This policy is meant to help strengthen our Houses and not meant to hinder in any way.

### **10.04.01 - REASONS FOR EXTENSION OF SUPPORT UNDER ARTICLE X: EDUCATION**

1. **a.** Concerns for House-level education or communication problems may be defined as an internal House concern dealing with one or a few members. The concern for the House at this level may not come into conflict on a larger SHC-wide level, but may be a concern to the successful functioning of the House. The following are a list of some suggested internal House concerns that any individual House member(s) may have. Further solutions on how to address these issues are explained in the procedures under 8.03.02 (a).
  1. Internal House Concerns
  2. ● Factionalism or cliques
  3. ● Member apathy
  4. ● House members not knowing how to start jobs, etc. for the semester
  5. ● House jobs not being completed
  6. ● Chronic absences at House meetings
  7. ● Chronic lack of regular House meetings
1. **b.** Concerns for more extreme House-level break down of communication and education can occur in many ways. At this level the House may be suffering problems that tremendously affect the entire House and has an effect upon the SHC in some way(s). The following is a list of suggested House concerns that affect the House on a larger level and affect the SHC on a larger scale. Solutions on how to address these issues are further explained in the procedures under 8.03.02 (b).

1. External House Concerns
2. ● House constitution not updated
3. ● High percentage of new people
4. ● High member turnover in the summertime
5. ● Absences at Education Committee meetings or other meetings
6. ● Reports of harassment or constant complaints
7. ● Violations of corporate documents
8. ● Communication problems
9. ● Vice President of Education or others asked to facilitate and/or observe House meeting(s)
10. ● Problems with the police or neighbors
11. ● Late or no assessment payments
12. ● Problems in all areas of House functioning
13. ● Break-ins and thefts
14. ● High vacancy rate in the House

#### **10.04.02 - PROCEDURES TO BEGIN ARTICLE X: EDUCATION**

1. **a.** Individual members of a House may feel that some issues may be of concern and need to be further addressed by the entire House. The individual members are suggested to try the following procedures before approaching the Board:
  1. **i.** Address the issue(s) at a House meeting. If this is an uncomfortable measure, then;
  2. **ii.** Address the Vice President of Education and/or any other corporate officers and staff. Ask for suggestions/information to solve or work out the problem.
  3. **iii.** The individuals shall address the House using this further information or invite the Vice President of Education and other corporate officers to visit the House and advise House members on how to solve the problem.
  4. **iv.** It is also suggested that the House, corporate officers and/or staff look into the possibility of bringing in an outside resource person who can deal with these problem issues on a professional and trained level (e.g., the NASCO Member Services Director or any other professional communicator).
  5. **v.** The corporate officers/staff shall discuss the issue(s) and decide mutually by all parties that the problem(s) needs or doesn't need to be further addressed.
  6. **vi.** If it is mutually felt that this issue doesn't need to be further addressed, the original corporate officers/staff and the original concerned House member(s) shall follow up on the concerns after a two-week period.
  7. **vii.** If the issue has not been solved through the above steps or if the House mutually agrees with the corporate officers/staff that there is a larger problem,
  8. **viii.** The concern(s) is taken to the Board as a discussion item, only with consent and further communication of both corporate officers/staff and the majority or strong concern of many of the House members.
1. **b.** A House may suffer from a further break down of communication and education that may affect the SHC as a larger entity or the House on a larger scale. The following is suggested as an alternative route of action to 9.03.02 (a), and as an alternative direction for the SHC to take:
  1. **i.** By a strong concern of the House Board Representative (or other Board members) at a Board meeting,
  2. **ii.** By a strong concern of 10% of a House, or no fewer than two House members at a Board meeting (or other committee meeting).

1. **c.** The Board will make the final decision to extend Article X: Education to a House. The Vice President of Education and other corporate officers/staff, if needed, will be responsible for addressing problem issues and will work closely with the House in accordance with 8.03.03.

#### **10.04.03 - PROCEDURES FOR A HOUSE ON ARTICLE X: EDUCATION**

1. **a.** The following procedures are suggested means that a House would go through when under Article X: Education:
  1. **i.** Ask the Vice President of Education to advise or facilitate at all House meetings.
  2. **ii.** Receive input and resources from an outside professional communicator.
  3. **iii.** Emphasize the importance of education and communication and detail particular aspects of these topics as related to the problem(s).
  4. **iv.** The Education Committee, Vice President of Education, and any other needed parties, shall help teach SHC policy, create new policy, hold in-House workshops, lock-ins, other educational events, and/or any other means to build stronger communication and member responsibility within the House.
1. **b.** If this does not work:
  1. **i.** Have one or more co-op member coordinators to move in.
  2. **ii.** Begin new recruitment for the House.
  3. **iii.** Reboot and Refresh the House or close down the House and re-open it.
  4. **iv.** Perform any other means as seen necessary by all parties based on the severity of the problem.
1. **c.** All of these procedures shall be strictly communicated with the Board and the Board shall further advise any concerns or direction that a House under Article X: Education may need to take.

#### **10.04.04 - WHEN TO REMOVE A HOUSE FROM ARTICLE X: EDUCATION**

1. **a.** A House may be removed from Article X: Education when the goals that are created by the House, the Board, and the SHC officers, and staff, are reached in a way that is agreeable to all parties.
1. **b.** The suggestion to remove a House from Article X: Education must come from the advisor (Vice President of Education, other SHC officers, staff, Board representatives, House members, or professional communicator) at a Board meeting. After the decision is to be made to remove a House from Article X: Education, this House shall be monitored by the House President, Board representative, and those who were the original advisors (Vice President of Education, SHC officers and staff, etc.).?

## 10.05 Reboot / Refresh

### **10.05.01**

A motion to reboot and refresh shall be introduced to the Board one week prior to voting; the affected House shall be notified one week prior to introduction of the motion to the Board.

### **10.05.02**

All old members wanting to return will have their future contracts reviewed and approved by the Membership Committee.

### **10.05.03**

The Vice President of Facilities and the Maintenance Coordinator will tour the House to determine if maintenance concerns need to be addressed.

### **10.05.04**

The Membership Committee will choose up to two House Coordinators to live in the House. Coordinators shall:

1. **a.** Be trained by the corporate officers and staff.
1. **b.** Aid all House officers all throughout the semester.
1. **c.** Report to the Board every two weeks on the status of the House.
1. **d.** Act as House President, conduct all House meetings, and assist in assigning House jobs.

For all of the above, the House coordinator(s) will be compensated with assessment for the first semester.

### **10.05.05**

The corporate officers will conduct bi-weekly, one-on-one meetings with the House officers to

assess the progress of the House. This will go on as long as the corporate officer thinks it is needed or until the end of the semester.

### **10.05.06**

At the end of the first semester of the contract period, a report will be prepared and submitted to the Board by the House coordinator(s) to assess the success or failure of the reboot / refresh. If it is successful thus far, the House will return to normal operations. If it has failed thus far, the Board will decide what to do at that time.

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## **Appendix A: Guidelines for Investigating Harassment and Discrimination Complaints**

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### **1.00.00 - INTRODUCTION**

There are no uniform rules for investigating alleged harassment or of discrimination. It is imperative to speak with the complainant and the alleged harasser, and it may be necessary to interview others and to review documentary material. In all cases, harassment complaints and discrimination must be addressed.

Where a matter entails alleged ongoing ill treatment, the need for prompt action is indicated. In all cases, discretion and respect for the affected individuals' privacy and reputation are a must.

This document details the guidelines for investigating a harassment or discrimination complaint between two members. In that situation, the Vice Presidents of Membership and Education are responsible for investigation.

In the case that a member or employee who feels they have a cause for grievance against an employee, or any employee who feels they have cause for a grievance against a member, the President and the Executive Director are responsible for the investigation. Their titles can be substituted throughout this document in the case of an employee grievance.

### **1.00.01 - INVESTIGATIONS**

Under the SHC Anti-Discrimination and Anti-Harassment Policy, the Vice President of Membership and the Vice President of Education take responsibility for processing complaints of harassment and discrimination.

A member who believes that they have been discriminated against or harassed by another member may complain either to the Vice President of Education or the Vice President of Membership in writing. Whichever of the Vice Presidents receives the written complaint shall take the role of investigating officer. The investigating officer shall inform the Executive Director and the non-investigating Vice President of the existence of the complaint and will thereafter report to both on the status of the investigation.

If the Vice President receiving the complaint doubts their ability to conduct the investigation, they will defer the role of investigating officer to the other Vice President. In the case that neither Vice President can conduct the investigation, the Executive Director will take the role of investigating officer.

Administrative actions should be undertaken deliberately, but promptly:

1. **a.** Review applicable policies and procedures, especially the Anti-Discrimination and Anti-Harassment Policies, and create a confidential investigation file.
1. **b.** Note the apparent significant factual issues; prepare a list of likely witnesses and sources of pertinent information (e.g., a list of records or documents that may shed light on the underlying situation).
1. **c.** Contact the Women's Resource Center, which provides counseling services to victims, as well as professional expertise in the investigation process (as applicable).
1. **d.** Interview the parties and witnesses, and examine documentary evidence.
1. **e.** Analyze all information and prepare a report that summarizes the evidence, states the investigating officer's factual findings and the rationale for their findings, and states any proposed disciplinary or other actions to be taken.

### **1.00.02 - ANONYMOUS OR THIRD PARTY COMPLAINTS**

If you receive an anonymous complaint, encourage the complainant to give their name. If you receive a complaint from a person who is not the alleged victim of the alleged harassment, encourage the complainant to get the alleged victim to come forward. It is difficult to investigate a complaint, draw conclusions about it, or otherwise be helpful if you do not know who the complainant is or if the alleged victim will not confirm the charge. Depending on the evidence provided and the severity of the alleged harassment, however, you may have to investigate an anonymous or third party complaint.

### **1.00.03 - FACT GATHERING PROCESS**

1. **a.** Interview the complainant:
  1. **i.** Listen attentively. Encourage the complainant to say just what happened, then ask

questions to clarify or elicit additional information. Be supportive, but do not make judgmental statements.

2. **ii.** Ask what happened. Due to feelings of embarrassment or shame, a complainant may be reticent or imprecise in expression. You should seek specific information; use who, what, where, when, and how type questions.
  3. **iii.** Ask how the victim was affected by what happened and what redress they want. If the alleged harassment is severe, such may indicate the need for immediate action.
  4. **iv.** Ask for the names of persons with knowledge of matters related to the complaint, and of persons with whom complainant has spoken about the matter.
  5. **v.** Ask for copies of any documents, which may pertain to the reported event(s).
  6. **vi.** Tell the complainant that you will investigate the matter. Explain to the complainant that you will respect their privacy. Do not promise absolute confidentiality. You may be legally required to disclose information which the complainant would prefer that you not disclose.
  7. **vii.** Take notes. Promptly prepare a memo summarizing the interview and have the complainant verify its accuracy. If the complainant gives you a written statement, your interview notes will supplement the statement. Ask that the complainant review your notes and specify, in writing, needed corrections as well as any omitted information.
  8. **viii.** Be careful about what you write down, especially your personal observations. Your notes and memos could become legal documents.
1. **b.** Identify the actual issues and prepare an investigative plan:
    1. **i.** Determine the identity of other witnesses and the order in which you propose to interview them.
    2. **ii.** Determine what documents, if any, should be obtained.
    3. **iii.** Set a schedule that provides for a prompt, but thorough, investigation.
  1. **c.** Interview the accused:
    1. **i.** Advise that an allegation of sexual harassment or discrimination has come to your attention.
    2. **ii.** Tell the accused that you are responsible for investigating the matter.
    3. **iii.** State the allegations without making judgmental comments.
    4. **iv.** It will almost always be necessary to identify the complainant to the accused at this time. If the complainant has requested confidentiality and you believe that you can honor that request and be sure to conduct a fair and thorough investigation.
    5. **v.** Ask the accused for their views regarding the complaint. Ask who, what, where, and how questions to elicit specific details relevant to the events alleged by the complainant. Let the accused tell the facts in their own words.
    6. **vi.** Obtain names of witnesses and specification of documents that the accused thinks may be helpful to your understanding.
    7. **vii.** Advise the alleged harasser that the MSU Student Housing Cooperative, Inc. prohibits retaliation of any kind. Tell the respondent to avoid contact with the complainant, and that in all events they may not communicate with the complainant about the subject of the complaint while the matter is under review. Take notes. Promptly prepare a memo summarizing the interview. Have the accused verify its accuracy, in the same manner as with the complainant.
  1. **d.** Interview other witnesses:
    1. **i.** Advise the witness that you are conducting a confidential investigation into an allegation of sexual harassment or discrimination and that you understand that they



may have some information. If the witness can identify the complaining party and accused, you will be able to avoid having to identify the parties, if not, it will be necessary to identify the parties.

2. **ii.** Find out what the witness knows. Elicit details and seek relevant documents.
  3. **iii.** Take notes. Promptly prepare a memo summarizing the interview and have the witness verify its accuracy. Distinguish between what the person knows as a matter of firsthand knowledge and what they understand from other sources.
1. **e.** Review past records:
    1. **i.** Has the complainant made similar complaints before? Have similar complaints been made against the accused by anyone else?
  1. **f.** Maintain the confidentiality of the investigation:
    1. **i.** Do not discuss the complaint or the investigation with anyone who does not need to know about it for you to carry out the investigation. Advise the complainant, the accused and the witnesses that keeping the matter confidential will minimize the possibility of problems.
    2. **ii.** If the investigation lasts longer than you have told the complainant and accused to expect, periodically advise them of its status and when you expect it to be finished. Do not tell them what the investigation is revealing or your thoughts about it, however. Remind them of the importance of confidentiality.

#### **10.00.04 - EVALUATING THE SITUATION**

1. **a.** Review and analyze the evidence:
  1. **i.** Consider the existence or lack of corroborating evidence, as well as any other indicators that may be persuasive to you in determining the factual truth. In situations involving alleged improper behavior in personal interactions it commonly occurs that there are no disinterested witnesses. In such a case, consider whether the complainant told anyone else of the harassment and/or whether anyone observed a change in behavior of either or both of the parties. Sometimes there is a written record, such as a diary or correspondence.
  2. **ii.** Assessing the credibility of the parties and witnesses calls for observing attitudes and behavior. A person's emotional affect can be telling. The timing of the complaint in relation to the occurrence of the behavior may allow for an inference about truthfulness. The reports of other persons in the living unit about the complainant's and the accused behavior may be highly informative.
1. **b.** Determine whether sexual harassment has occurred:
  1. **i.** Was the subject conduct sexual in nature? Was it unwanted or unwelcome?
  2. **ii.** Was it offensive from the perspective of a reasonable person? (A complainant need not expressly reject an advance in order for the advance to be regarded as unwelcome.)
  3. **iii.** Review the definitions and examples under the policy. Decide whether it is more likely than not that sexual harassment occurred or that it is not possible to decide the matter. The latter conclusion is appropriate when the evidence that sexual harassment occurred and did not occur is of equal weight and credibility.
1. **c.** Determine what action should be taken to resolve the complaint and ensure that any harassment will end and not reoccur. Both remedial action and disciplinary action may be

necessary. Decisions regarding disciplinary recommendations should be made in consultation with the non-investigating Vice President.

1. **i.** Depending upon the nature and seriousness of the allegations, and the results of the investigation, consider written reprimands, required counseling, take into consideration the complainants desires, or other options.

#### **1.00.05 - PREPARATION OF A REPORT DISPOSING OF FACTUAL ISSUES AND STATING ACTIONS**

Prepare a written report, including a chronological rendition of the factual findings, the action to be taken, and the rationale for any actions, or proposed actions names and identifying details of the situation are to be excluded. The report should contain the following elements:

1. **a.** A description of the complaint and the circumstances of your learning about it, to include when you first learned of it;
1. **b.** A summary of the interviews of all parties and witnesses and any documents reviewed;
1. **c.** A conclusion as to whether sexual harassment or discrimination occurred and a statement of the supporting rationale; and, a statement of corrective actions or proposed actions to be taken, including disciplinary action.

#### **1.00.06 - MEETINGS WITH THE COMPLAINANT AND ACCUSED**

Meet separately with the complainant and accused to discuss the report.

1. **a.** Notifying the complainant: The complainant should be told of the investigative findings, whether the allegations have been substantiated, what action, if any, is being taken, and, if appropriate, that the complainant should promptly report any further incidents of harassment or possible retaliation.
1. **b.** Notifying the accused: The complainant should be told of the investigative findings, whether the allegations have been substantiated, what action, if any, is being taken.

Where the investigation reveals no harassment, such should be directly stated. Where it is determined that sexual harassment did occur, the harasser should be provided a copy of the report and an opportunity to ask any questions that they may have. Where the allegations are serious, but it is impossible to determine whether sexual harassment occurred, the alleged harasser should be informed and state that the evidence is inconclusive, but that serious allegations have been made, and include a reminder of the Guidelines for Investigating Sexual Harassment and Discrimination Complaints (Appendix A).

#### **1.00.07 - RECORDS**

- a.** Confidentiality of administrative file. The investigating officer's investigative papers should be kept in a confidential folder.
- b.** Disciplinary records. If complaint is substantiated, and disciplinary action taken, the record of the action should be kept in the harassers' member file.

### **1.00.08 - SPECIAL SITUATIONSS**

These situations may arise and should be discussed with the non-investigating Vice President before proceeding with the investigation:

- a.** If you believe the complainant has knowingly filed a false complaint or that the complainant, the alleged harasser, or a witness has knowingly misled you, provided false information or otherwise impeded your investigation;
- b.** The alleged harasser attempts to retaliate against the complainant or any witness;
- c.** The confidentiality of the investigation is breached;
- d.** The complainant says that they only want to let you know about the harassment, but does not want you to do anything about it (a request that you will probably not be able to honor);
- e.** There have been other sexual harassment complaints against the accused.

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