

Title 1: Membership

1.01 Membership Eligibility

1.01.00

Under construction.

1.02 House Eligibility / House-level Membership restrictions

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

1.03.00

New Section of Code: To Be Written

1.04 Process for Membership Approval and Contract Signing

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

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.

1.06 Minors

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.

1.07 Reservations by Existing Members

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.

1.08 Release of Contract

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.

1.09 Contract Switch Request

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.

1.10 Absentee Members / No-shows

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

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1.11 Contract Termination and Disposition of Share Deposits

1.11.00

New Code section: To be written.

1.12 Assignment of Spaces

1.12.00

New Section of Code: To Be Written

1.13 Room Picks

1.13.00

New Section of Code: To Be Written

1.14 Move-Out Procedures

1.14.00

New Section of Code: To Be Written

1.15 Guest Policy

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.

1.16 Interim Contracts

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.

1.17 Firearms

1.17.00

New Section of Code: To Be Written

1.18 Boards

1.18.00

New Section of Code: To Be Written

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.

1.20 Accommodation & Accessibility

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

Inqu - iries 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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