



BINDING MEMORANDUM OF UNDERSTANDING

THIS BINDING MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between California Chicano News Media Association: Latino Journalists of California (hereinafter “CCNMA”) and National Association of Hispanic Journalists (“NAHJ”). Subject to the limitations set forth below, the parties hereto intending to be legally bound hereby, and each having received good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Purpose

This MOU establishes the guidelines for collaboration between the CCNMA and the NAHJ in the affiliation that will be established to bring CCNMA under the umbrella of NAHJ as a chapter under its bylaws and as its West Coast partner.

Agreement:

The CCNMA is a California-based non-profit 501 (c)(3), created in 1972 and is the oldest regional organization of journalists of color in the nation. CCNMA was instrumental in the creation of NAHJ in 1984 as a national extension of the work CCNMA does in California. CCNMA’s mission is to promote diversity in the news media by providing encouragement, scholarships and educational programs for Latinos pursuing careers in the news media; to foster an accurate and fair portrayal of Latinos in the news media; and to promote the social, economic and professional advancement of Latino journalists.

CCNMA and the NAHJ hereby agree to work together to achieve the following:

1. CCNMA will come under the umbrella of NAHJ as a chapter for legal reasons, but CCNMA will retain its 501(c)3 status and independence, and this affiliation will be publicly known as a partnership between both organizations. CCNMA will serve as a West Coast office for NAHJ.

2. As part of this partnership, CCNMA and NAHJ will work toward the same overarching goals of diversifying newsrooms and helping Latino students and professionals succeed in the journalism field. NAHJ's national office will partner with CCNMA and help organize CCNMA's signature events, such as the Scholarship Banquet and the Journalism Opportunities Conference, and will work with the CCNMA board to expand these events and create new opportunities as well. 100% of the two signature events profits will benefit CCNMA; NAHJ & CCNMA will split profits 50/50 from new events planned together, excluding special projects such as the creation of an institute for journalism. All joint events must be approved by the CCNMA board. CCNMA will continue to oversee fundraising campaigns independent of NAHJ with a percentage of those grants and income to be directed toward overhead costs as determined by CCNMA.

3. In the middle of the third quarter 2016, after the NAHJ National Conference, the NAHJ board will give final approval, based on current financials, on hiring a CCNMA administrative manager that will also have carry NAHJ duties. Once the line item is approved by the board, CCNMA and NAHJ will conduct a joint search to hire a CCNMA administrative manager and will form a joint committee to vet and interview candidates. The manager will initially be a contract position and will focus on CCNMA events, daily business and NAHJ operations. The CCNMA board and NAHJ executive director will make the final decision on the CCNMA manager hire. NAHJ will pay for the entire salary the first year giving CCNMA an opportunity to pay off its internal debts, after which CCNMA will contribute 50 percent of the CCNMA manager salary. The CCNMA administrative manager will report on a daily basis to the NAHJ executive director, but will also report regularly to the CCNMA board regarding CCNMA and fundraising matters. The CCNMA and administrative manager's responsibilities are outlined in detail below.

4. All NAHJ California members will automatically be CCNMA members. CCNMA will receive 100% of membership dues from California members outside of San Diego and Bay Area for the first year and 70% after the first year. Existing CCNMA members, not already NAHJ members, will receive a free NAHJ membership for the first year. Renewing members will sign up for NAHJ membership and automatically receive CCNMA membership.

NAHJ/CCNMA California members, outside of San Diego and the Bay Area, will have the right to nominate and vote in CCNMA elections and matters, including but not limited to the members of the CCNMA Board of Directors.

5. NAHJ will manage finances for the CCNMA chapter, but will not be responsible for debts prior to joining in on the NAHJ/CCNMA partnership on designated date. Managing finances authorizes NAHJ to provide information to CCNMA so that CCNMA's board can operate CCNMA more effectively. NAHJ will not determine how or when funds are used, but will monitor financial accounts to ensure funds are sufficient for requests. All expenses and financial matters must receive final approval from the CCNMA board.

6. Any NAHJ sponsored event using the CCNMA name should get prior approval from the president of the CCNMA. If president is not available, then secondary CCNMA approval can be given by either the vice president/professional or vice president/educational.

7. CCNMA will offer to NAHJ one work-space free of charge within the CCNMA office in the Arizona State University California Center building in Santa Monica so long as ASU continues to provide this space at no charge to CCNMA. This shared space agreement will apply if CCNMA moves to another location and is able to secure a similar office space agreement at no charge.

8. As a chapter of NAHJ, CCNMA will fall under the umbrella and legal protection of the NAHJ for any events or actions taken jointly by both organizations.

9. CCNMA will not be liable for any actions made exclusively by the NAHJ organization or board of directors. Conversely, NAHJ will not be liable for actions made exclusively by CCNMA or its board of directors.

10. The CCNMA board will continue to operate independently and host events and fundraising campaigns throughout California independent of NAHJ, as NAHJ will likewise do nationwide. The CCNMA board will continue to exclusively administer and determine how revenues from events, funds and projects are spent, including but not limited to the Frank del Olmo scholarship fund,

Skip Morgan scholarship fund, Ray Griffith fund, and the Mosaic student project funds in San Jose.

11. The CCNMA president/or board representative will meet quarterly in person or via digital device with the NAHJ San Diego and NAHJ Bay Area presidents to discuss joint partnerships and strategies for growth and programming. Although CCNMA will be an independent chapter of NAHJ, as the West Coast office of NAHJ, the board will keep in mind that all matters will be approached to further the NAHJ-CCNMA partnership and to broaden our impact locally and nationally.

12. The CCNMA board and committees will meet as needed to address chapter issues and plan chapter monthly events and programming.

13. CCNMA will lend its name and support to NAHJ advocacy campaigns on a case-by-case basis with approval from the CCNMA board.

Duration:

This MOU is at-will and can only be modified with the mutual consent of the authorized individuals of CCNMA and NAHJ which are identified as the full boards of each organization. Once signed by the board chairs of both groups, this MOU will begin [Month Day, Year] and remain in effect until either organization decides to terminate the agreement and after a good-faith effort extending 30 days to address any concerns or disputes.

Signature

All parties agree that prior to signing they have thoroughly reviewed this MOU and understand and agree with the terms and provisions contained herein. The parties represent that they have had

a full and complete opportunity to consult with their respective legal counsel prior to signing and acknowledge that this MOU supersedes all prior agreements or negotiations, oral or written.

It Is So Agreed,

Name Mekahlo Medina
Organization Nat'l Assc of Hispanic Journalists
Title President
Date March 7, 2016



Name Joseph H. Rodriguez
Organization California Chicano News Media Assoc.
Title President
Date March 8, 2016



Some additional Clauses that may be included:

CCNMA administrative manager 's responsibilities (to be fine-tuned based on needs of CCNMA):

The primary responsibility of the **CCNMA administrative manager** will be to act as dual fundraiser for CCNMA and NAHJ. In this capacity, the manager will dedicate at least 50 percent of his/her time to fundraise, write and apply for grants, as well as forge critical relationships with funders, corporations, foundations and journalism organizations for CCNMA. At the same time, the manager will be charged with coordinating fundraising efforts for NAHJ on the West Coast. Some of these fundraisers will be joint CCNMA-NAHJ events.

The manager will oversee the day-to-day operations of the CCNMA office based in Arizona State University's California Center in Santa Monica, Calif. This may include engaging with members, funders, partners, chapters and fellow journalism organizations to foster and strengthen the organization's profile in the community on a daily basis.

The manager also will serve as event coordinator for CCNMA's signature events: The annual scholarship banquet and annual Journalism Opportunities Conference. S/he will also organize and oversee any other activities, such as CCNMA's mentoring program, journalism workshops, and membership events.

The manager will represent NAHJ at events (including but not limited to conferences, meetings, fundraising/membership events) throughout the West Coast. Travel costs for the DED to attend the aforementioned events and will be paid for by NAHJ.

Additionally, the manager will manage CCNMA's budget and financial accounts, create quarterly/annual financial reports, oversee all CCNMA events, execute agreements with and pay vendors, and ensure that CCNMA's accountant receives all pertinent financial information on a timely basis in order to file annual tax returns.

The manager will organize and oversee CCNMA quarterly meetings with the board of directors, make quarterly reports at these board meetings regarding CCNMA's finances and activities, and ensure that the board is kept apprised of any financial, legal and journalistic activities of the organization. The manager will also make recommendations to the board on relevant issues.

The manager will oversee CCNMA's membership activities, by ensuring that members pay their dues on annual basis, creating activities such as membership drives and events to increase membership. The manager will aim to raise the visibility of CCNMA in the community by engaging with journalists and community members.

The manager will manage CCNMA's website and social media platforms, including its Facebook and Twitter pages. S/he and will be proficient in all aspects of these platforms and will share journalistic information, news items, and CCNMA related information on these platforms. CCNMA's mission and goals continue to evolve. As those goals and mission shift or change, the board of directors reserve the right to modify the manager's responsibilities .

END MOU