



STRONGER COMMUNITIES. STRONGER AMERICA.

## Memorandum of Understanding between UnidosUS and CABA--California Association for Bilingual Education

This Memorandum of Understanding ("MOU") is hereby entered in as of October 1, 2023 ("Effective Date") by and between CABA--California Association for Bilingual Education ("General Member Affiliate") and ("UnidosUS"). UnidosUS and General Member Affiliate may each be referred to herein as a "Party," or together, the "Parties."

Whereas, UnidosUS:

- Helps open doors and create opportunities for Latinos in the United States
- Is committed to the advancement of all Latinos throughout the country
- Works with and through affiliated organizations to strengthen Latino families and communities and thus, strengthen the nation
- Shares this common vision with affiliated organizations ("Affiliates"), which are community-based organizations that meet affiliation requirements and formally join together with the UnidosUS Network to advance the common vision
- Has forged a relationship of mutual and reciprocal responsibility with its Affiliates

Whereas, General Member Affiliate has expressed an interest in becoming an UnidosUS Affiliate and entering into an affiliation with UnidosUS to advance common goals for mutual benefit. Furthermore, General Member Affiliate meets the UnidosUS affiliation criteria as follows:

- **Governance**
  - Is an autonomous Latino-serving community-based/community-focused organization
  - Has IRS-designated tax-exempt status under section 501(c)(3)
  - Is financially sound and can provide current audited financial statements upon request and at least every three years
  - Has a resolution from its board of directors approving UnidosUS affiliation
- **Mission**
  - Has a demonstrated commitment to serving Latinos
  - Has an identifiable Latino constituency for which it advocates and/or whom it serves
  - Has goals and objectives compatible with those of UnidosUS and consistent with UnidosUS' strategic priorities
- **Latino Focus**

In order to demonstrate commitment to service to the Latino community and to develop Latino leadership at all levels, the following *three* Latino-focus criteria must be met to obtain and maintain UnidosUS Affiliation:

  - Serves and/or advocates for a constituency that is at least 50% Latino
  - Has staff/leadership that is at least 25% Latino
  - Has a board of directors that is at least 25% Latino, meets regularly, and is representative of the Latino community/geographic area it serves
- **Ethics**

Consistent with UnidosUS' Institutional Values, UnidosUS requires that the General Member Affiliate

adhere to generally accepted ethical standards of conduct and in accordance with all local, state, and federal laws.

- **Commitment to Impact**

Demonstrates alignment with UnidosUS focus on creating measurable impact in the Latino community. To this end, General Member Affiliate can demonstrate how it advances the ability and opportunity of Latinos to improve their socioeconomic status.

**A. During the term of this MOU, UnidosUS agrees to provide the following services and benefits to the GENERAL MEMBER AFFILIATE:**

**1. Access to UnidosUS Reputation**

- a. Permission to publicize affiliation with UnidosUS for promotional and/or informational purposes and to use the UnidosUS name and logo for that purpose
- b. Access to a letter of support from UnidosUS for fundraising or other purposes

**2. Leadership Opportunities**

- a. Consideration for Executive Director to serve on the UnidosUS Affiliate Council
- b. Consideration for Executive Director to serve on the UnidosUS Board of Directors<sup>1</sup>

**3. Professional Development and Networking Opportunities**

- a. Consideration to participate in pre-established peer-to-peer best practices sharing sessions
- b. Priority consideration for deeper partnership opportunities on program, policy, or other initiatives
- c. Priority consideration for training and technical assistance opportunities led by UnidosUS or partners.

**4. Benefits at Events and Functions**

- a. Reduced rates for UnidosUS Annual Conference and other functions
- b. Access to nonprofit management tools and technical support through UnidosUS events and trainings.
- c. Invitation to speaking opportunities by participation in selected workshops relevant to specific fields of expertise
- d. Access to events that are not open to the general public (e.g., listening sessions with UnidosUS leadership, Capital Awards, legislative receptions)

**5. Priority Consideration for Funding Opportunities**

- a. Eligibility to participate in UnidosUS Affiliate recognition/awards programs
- b. Priority consideration for subgrants on specific initiatives, as available
- c. Eligibility to apply for Raza Development Fund (RDF) funding and technical support resources
- d. Other special funding and in-kind opportunities with corporate funders and partners, as they become available

**6. Access to Special Information, Communications, Materials, or Services**

- a. Access to expertise from UnidosUS staff to inform program and advocacy activities.
- b. Access to the Affiliate Portal, an Affiliate-only platform where affiliates can manage their

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<sup>1</sup> If multiple Affiliates are connected in a Parent/Subsidiary organization structure, no two Executive Directors of this structure can be considered to serve on the UnidosUS Board of Directors at the same time.

- membership profile and news on issues and areas of interest
- c. Online access to policy analysis papers, action alerts, and other publications
- d. Access to electronic resource information communications (including funding and job opportunities, newsletters, etc.)
- e. Access to opportunities to meet with UnidosUS partners (funders, policymakers, media, sister organizations) to engage in information-sharing about the UnidosUS partnership and Affiliate work.

**7. Opportunities for Affiliate Promotion**

Includes but is not limited to listing on the UnidosUS website, in the UnidosUS Annual Report, the UnidosUS Annual Conference Digital App, and all the other general ways in which UnidosUS includes information on the work of its Affiliates (UnidosUS blogs, mobile action network, and social media)

**8. Access to UnidosUS Headquarters Meeting Space in Washington, DC, As Available, at a Significant Discount Rate**

**9. Access to Group Discounts and Opportunities from Selected Partners**

**B.** During the term of this MOU, the General Member Affiliate agrees to comply with the following requirements:

**1. Comply with UnidosUS Affiliate Dues Requirements**

Annual dues are based on General Member Affiliate’s total revenue from the tax return (Form 990). Initials next to appropriate dues indicate amount due. Payment shall be made within 90 days of the start of the UnidosUS Fiscal Year, October 1.

Affiliate dues effective October 1, 2023\*

\* Dues amounts increase 3% annually

**Please initial the by the applicable dues category.**

<u>Total Revenue (IRS Form 990)</u>	<u>Fee</u>	<u>Initials</u>
Total Revenue Size of \$500K or Less	\$800	_____
Total Revenue Size of \$500K–\$1M	\$1,140	_____
Total Revenue Size of \$1M– \$2.5M	\$1,330	_____
Total Revenue Size of \$2.5– \$5M	\$1,520	_____
Total Revenue Size of \$5M–\$10M	\$1,774	_____ x _____
Total Revenue Size of \$10M–\$25M	\$2,534	_____
Total Revenue Size over \$25M	\$3,173	_____

**2. Comply with UnidosUS Recertification Requirements**

- a. Submission of Recertification Documents and updated organization information every three years, starting three years from the Effective Date of this MOU:
  - o Signed MOU
  - o Most recent audited financial statements
  - o Board of Directors’ roster & composition
  - o Staff leadership composition
  - o Completion of the Recertification Survey
- b. Notification of any amendments to Affiliate’s bylaws or articles of incorporation

- c. Yearly submission of Affiliate's annual report
- d. Notification of organizational changes (e.g., address, leadership, revocation of tax-exempt status)
- e. Proof of compliance on nonprofit status such as most recent IRS Form 990 and evidence of good standing under applicable state law

**3. Participate In/Attend at Least *Two* of the Following UnidosUS Events Each Year:**

- a. UnidosUS Annual Conference
- b. Fall Affiliate Convening
- c. Changemakers Summit
- d. Program-specific activities such as summits, forums, town halls, regional trainings, institutes, etc.

**4. Cooperate and Collaborate with UnidosUS Information Requests, Including:**

- a. Staff site visits
- b. Surveys or other tools that enhance knowledge of the Latino community's needs
- c. Major/high-priority communications from UnidosUS which require responses in a timely manner
- d. Affiliate stories as it relates to implementation of UnidosUS programs and resources

**5. Identify Membership with UnidosUS**

In order to bring greater visibility to the work of UnidosUS' network of Affiliates and help showcase the strong relationship between UnidosUS and General Member Affiliate, the General Member Affiliate agrees to identify and display its UnidosUS affiliation (e.g., on letterhead, website). Use of the UnidosUS Affiliate logo and brand should adhere to UnidosUS' Affiliate Logo Guidelines and user agreement. In return, UnidosUS agrees to provide the necessary materials and technical support to ensure compliance.

**C. Additional Terms and Conditions:** The Affiliate MOU is subject to and incorporates the following terms and conditions.

**1. Confidentiality:** As a condition to UnidosUS and its Affiliates furnishing any Confidential Information, UnidosUS and the General Member Affiliate agree to treat such information confidentially in accordance with the terms of this MOU.

**2. Expiration or Suspension of Affiliation**

In accordance with UnidosUS' UnidosUS Policy on Affiliate Expiration, Suspension and Disciplinary Action, UnidosUS reserves the right to expire, suspend or take disciplinary action towards the General Member Affiliate when the General Member Affiliate has not acted at all times in keeping with generally accepted ethical standards of conduct (see "Ethics"), or at any time if the facts and circumstances warrant such action.

**a. Expiration:** UnidosUS may expire a General Member Affiliate if it believes in its sole judgment that the General Member Affiliate has failed to comply with the terms of the Memorandum of Understanding executed between the parties, the General Member Affiliate's mission is no longer aligned with UnidosUS's mission, or any other circumstance

**b. Suspension:** Suspension may be considered by UnidosUS if it believes in its sole judgment that continued affiliation with the General Member Affiliate will harm UnidosUS' ability to achieve impact and/ or UnidosUS' brand or reputation; if the General Member Affiliate has not acted at all

times in keeping with generally accepted ethical standards of conduct, or at any time if the facts and circumstances warrant such action, as determined by the Executive Committee of the UnidosUS Board of Directors.

- c. **Disciplinary Action:** UnidosUS reserves the right to consider other disciplinary action, such as probation, at any time if the facts and circumstances warrant such action, as determined by the Executive Committee of the UnidosUS Board of Directors.

Complete details regarding UnidosUS Expired Membership Policy is outlined in UnidosUS Expiration and Suspension of Affiliation Policies attached to this Agreement and made a part hereof (see "ATTACHMENT A"). The policy may be updated from time to time and a copy will be provided to all General Member Affiliates. An up-to-date copy may also be obtained at any time from UnidosUS' Affiliate Engagement staff. By signing this MOU, Affiliate agrees to abide by UnidosUS policies applicable to General Member Affiliates.

- 3. **Term:** This MOU shall be in effect from the Effective Date above through [September 30th, 2026], unless earlier terminated by the parties in accordance with the terms of this MOU.
- 4. **License:** The parties each grant to the other a non-exclusive, non-transferable, revocable, no-fee right and license to use each other's name and logo during the term of this MOU solely to enable each to publicize their affiliation with each other as described in this MOU.
- 5. **Amendment:** UnidosUS and General Member Affiliate may amend or modify this MOU upon a mutual written consent executed by the authorized representative of each party to this MOU.
- 6. **Limitations on Authority.** Without written consent, neither party shall incur any financial obligation, commit any assets, or enter into any contract on behalf of the other party.
- 7. **Governing Law and Legal Remedy:** The validity, interpretation, and performance of this MOU shall be controlled by and construed under the laws of the District of Columbia, without regard to its rules governing conflicts of law.

All disputes between the parties arising out of this MOU, including disaffiliation, which cannot be settled, shall be resolved through binding arbitration in the District of Columbia in accordance with the rules for resolution, then in effect, of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.

Each party (an "indemnifying party") will save, defend, and hold harmless the other party and its officers, agents, and employees from and against any and all claims, demands, loss, cost, liability, and expense caused by the fault of, negligence by, breach of this MOU by, or misrepresentation in this MOU of the indemnifying party (or any personnel hired by the indemnifying party).

- 8. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- 9. **Other Affiliation Conditions:** Should UnidosUS and General Member Affiliate determine that they will engage in a deeper relationship, additional terms and conditions will apply. See Affiliate Membership Services Business Plan for details on other Affiliation Benefits and Responsibilities.

While the parties may refer to themselves from time to time as partners, they do not intend to form a “partnership” under the partnership law of any state or for federal or state income tax purposes.

UnidosUS and its GENERAL MEMBER AFFILIATEs shall not discriminate on the basis of race, color, ancestry, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, language, immigration status, genetics, political affiliation, or any other classifications identified and protected by applicable federal, state, or local laws.

- 10. **Compliance with UnidosUS’ Section 501(c)(3) Status** Nothing contained in this MOU shall require UnidosUS to undertake any action that would jeopardize UnidosUS’ exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. UnidosUS reserves the right to withhold any of the support functions described in this MOU and/or limit the right of a General Member Affiliate to use UnidosUS’ name or logo if UnidosUS determines in its sole discretion that failure to do so could jeopardize UnidosUS’ tax- exempt status under section 501(c)(3).

General Member Affiliate shall not be controlled by UnidosUS. Accordingly, General Member Affiliate represents that (i) its governing instruments (such as articles of incorporation and bylaws) do not permit UnidosUS to control General Member Affiliate’s actions on legislative issues and do not limit the independent actions of General Member Affiliate on legislative issues by requiring it to be bound by the decisions of UnidosUS and (ii) representatives of UnidosUS (including UnidosUS directors, officers and paid executive staff members) are unable to serve on the Board of Directors (or a similar leadership role) in any organization in the affiliate network for UnidosUS.

This MOU verifies and validates an affiliation between UnidosUS and the General Member Affiliate, outlining mutual responsibilities by which both agree to abide for a term of three (3) years from October 1, 2023 to September 30, 2026.

UnidosUS and CABE--California Association for Bilingual Education (General Member Affiliate) hereby acknowledge and accept this MOU.

By: 

Janet Murguía, UnidosUS President and CEO

Date

DocuSigned by:

By:   
F966A53C5EA1467...  
*Signature (President / Executive Director)*

Edgar Lampkin      CABE Chief Executive Officer  
*Print Name, Title*

9/7/2024  
Date



## **ATTACHMENT A**

### **UnidosUS Policy on Affiliate Expiration, Suspension and Disciplinary Action**

Affiliation represents a commitment by all parties to work together. When an individual General Member Affiliate fails to fulfill that commitment, the result is often a drain on the entire network. To the extent that the Affiliate Network represents and reflects the UnidosUS “brand,” the lowest common denominator can hurt the brand image. Acknowledging this, UnidosUS reserves the right in its sole judgment to apply this policy as described below. Similarly, any General Member Affiliate may expire affiliation, at any time, if it believes it is not receiving the value it should or no longer feels aligned with UnidosUS.

**Expiration:** UnidosUS defines expiration as the termination of the partnership between the parties as a result of the following:

- The General Member Affiliate has failed to comply with the terms of the Memorandum of Understanding executed between the parties.
- The GENERAL MEMBER AFFILIATE’s mission is no longer aligned with UnidosUS’s mission.
- Any other circumstance that is determined by the Executive Committee of the UnidosUS Board of Directors to warrant expiration.
- General Member Affiliate may choose to expire affiliation, at any time, if it believes it is not receiving the value it should or no longer feels aligned with UnidosUS.

**Suspension:** UnidosUS defines suspension as the most severe disciplinary action taken by UnidosUS towards a General Member Affiliate as a result of the following circumstances:

- Continued affiliation with the General Member Affiliate will harm UnidosUS’ ability to achieve impact
- Continued affiliation with the General Member Affiliate will harm UnidosUS’ brand or reputation
- General Member Affiliate has not acted at all times in keeping with generally accepted ethical standards of conduct
- At any time if the facts and circumstances warrant such action, as determined by the Executive Committee of the UnidosUS Board of Directors

**Disciplinary Action:** UnidosUS reserves the right to consider other disciplinary action, like probation, at any time if the facts and circumstances warrant such action, as determined by the Executive Committee of the UnidosUS Board of Directors.

#### **Procedure for Expiration**

UnidosUS will conduct two regular reviews at which the expiration policy may be considered, as described below. Additionally, UnidosUS may apply this policy at any time if the facts and circumstances warrant expeditious action:

- **An annual review** to ensure that all GENERAL MEMBER AFFILIATES are fulfilling their General Membership Affiliate responsibilities, as outlined on page 16 of *Affiliate Member Services Business Plan*. Any General Member Affiliate not meeting these requirements will receive notification from UnidosUS regarding its noncompliance and will have six months in which to respond appropriately to meet the terms of affiliation. If after the six-month period the General Member Affiliate has failed to respond, UnidosUS will initiate expiration. In the event of a serious issue in the reasonable business judgment of UnidosUS, a shorter deadline for resolving the issue may be required by UnidosUS.

This review will be in addition to annual reviews for those GENERAL MEMBER AFFILIATES who are also engaged in a specific partnership with UnidosUS. In those cases, noncompliance with partnership requirements will not lead immediately to expiration. Instead, the General Member Affiliate will move out of the specific partnership category but will maintain its status as a General Member.



- **The recertification process is every three years**, at which time General Member Affiliate will be required to submit updated information about its organization, including information about program performance, financial stability, status of its Latino leadership, and details about the constituents it serves. If General Member Affiliate is not meeting UnidosUS standards in the course of its work, UnidosUS will work with the General Member Affiliate to create a six- month plan for meeting expectations. If after this time the General Member Affiliate still fails to meet UnidosUS standards, and UnidosUS determines that it is unlikely to do so, UnidosUS will initiate expiration.

If the General Member Affiliate decides to let their Affiliation to UnidosUS to expire, written notice will be given to the UnidosUS Board of Directors.

#### **Procedure for Suspension or Disciplinary Action**

Once Leadership at UnidosUS becomes aware of facts and circumstances indicating suspension or disciplinary action should be considered, an inquiry will be conducted, including providing the General Member Affiliate involved an opportunity to provide information and an explanation. Following the inquiry, if an issue is found to exist, the General Member Affiliate shall receive a written warning and 30 days in which to correct the issue, if appropriate. If the issue is not corrected following a written warning or if a written warning is not applicable, management will present a recommendation to the Executive Committee of the Board of Directors, which shall make a determination on suspension or other disciplinary action as it may deem appropriate. The General Member Affiliate may always choose Expire if it prefers.

UnidosUS also reserves the right to expedite the implementation of this policy when a situation warrants immediate remedy.

**Appeal:** The General Member Affiliate may appeal their expiration, suspension, or disciplinary action to the full Board of Directors. The Board will consider the appeal and decide within 30 days. That decision will be final.

#### **Impact of Expiration, Suspension or Disciplinary Action.**

After Expiration, Suspension or disciplinary action, the following rules may apply:

- a. The General Member Affiliate is not eligible to apply for new funding through the UnidosUS subgrant program. However, the General Member Affiliate may generally complete any projects for which funding has already been awarded, regardless of whether the funding has been fully disbursed, unless the facts and circumstances leading to the expiration or suspension are related to the project.
- b. The General Member Affiliate will no longer be eligible to attend UnidosUS events for GENERAL MEMBER AFFILIATES, to receive discounts on events and products for GENERAL MEMBER AFFILIATES or receive other General Member Affiliate benefits specified in the General Member Affiliate MOU.
- c. The General Member Affiliate will not receive a refund of any dues payment it may have already made for the year.
- d. The General Member Affiliate will not disparage UnidosUS. The General Member Affiliate may simply state that the affiliation has ended or has been suspended and make no further comment without the prior written consent of UnidosUS. Similarly, UnidosUS will not disparage the GENERAL MEMBER AFFILIATE.
- e. In the event of expiration or suspension, the General Member Affiliate must immediately remove the UnidosUS name and logo and any mention of current affiliation with UnidosUS from its website, email signatures, social media, and all other locations. The General Member Affiliate must cease using the UnidosUS name and affiliation in print materials such as brochures and letterhead as soon as practicable, but in any event within 30 days of the effective date of expiration or suspension. UnidosUS will cease using the GENERAL MEMBER AFFILIATE's name and logo and listing it as an Affiliate on the same timelines.