



STRONGER COMMUNITIES. STRONGER AMERICA.

## Memorandum of Understanding between UnidosUS and General Member Affiliate

### Whereas, UnidosUS:

- Helps open doors and create opportunities for Hispanics in the United States
- Is committed to the advancement of all Latinos throughout the country
- Works with and through affiliated organizations to strengthen Hispanic families and communities and thus, strengthen the nation
- Shares this common vision with affiliated organizations
- Has forged a partnership of mutual and reciprocal responsibility with its Affiliates

Whereas, Youth Policy Institute Charter Schools (YPICS), hereinafter to be referred to as “General Member Affiliate” has expressed an interest in becoming an UnidosUS Affiliate and entering into a partnership with UnidosUS to advance common goals and for mutual benefit. Furthermore, General Member Affiliate meets the UnidosUS affiliation criteria as follows:

- **Governance**
  - Is an autonomous Hispanic-serving community-based/community-focused organization
  - Has IRS-designated nonprofit tax-exempt status
  - Is financially sound and can provide current audited financial statements
  - Has received resolution from board of directors approving UnidosUS affiliation
- **Mission**
  - Has a demonstrated commitment to serving Hispanics
  - Has an identifiable Latino constituency for which it advocates
  - 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 maintain UnidosUS Affiliation:

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

Consistent with UnidosUS’ Institutional Values, UnidosUS requests that the General Member Affiliate adhere to the highest ethical standards of conduct stated herein 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 Hispanics to improve their socioeconomic status.

**A. During the term of this Memorandum of Understanding (MOU), UnidosUS agrees to provide the following services and benefits to the General Member Affiliate:**

**1. Access to UnidosUS Reputation/Clout**

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

**2. Professional Development and Networking Opportunities**

- a. Consideration for member representation on the UnidosUS Board of Directors
- b. Consideration to serve on the UnidosUS Affiliate Council
- c. Consideration to participate in pre-established peer-to-peer best practices sharing sessions
- d. Priority consideration for deeper partnership opportunities on program, policy, or other initiatives

**3. 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 tracks and seminars at the UnidosUS Annual Conference or other regional meetings
- c. The opportunity to earn UnidosUS Certificates of Professional Development by participation in selected workshops held at the UnidosUS Annual Conference which provide Affiliates with experience relevant to their fields of expertise
- d. Access to events not open to the general public (e.g., ALMA Awards, Capital Awards, legislative receptions)

**4. Priority Consideration for Funding Opportunities**

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

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

- a. Access to the “Affiliate only” section of the UnidosUS website with up-to-date information and news on issues and areas of interest
- b. Online access to policy analysis papers, action alerts, and other publications
- c. Access to Sight for Students (VSP) Program (voucher program for low-income students to obtain vision care)
- d. Access to electronic resource information communications (including funding and job opportunities, etc.)

**6. Opportunities for Affiliate Promotion**

Includes but is not limited to listing on the UnidosUS website, in the UnidosUS Annual Report, the UnidosUS Annual Conference Program Book, and all the other general ways in which UnidosUS includes information on the work of its General Member Affiliates (regional digests, eblasts, issue newsletters, UnidosUS blogs, mobile action network, and social media)

**7. Access to UnidosUS Headquarters Meeting Space in Washington, DC, as Available**

**8. Access to Group Discounts with Selected Partner Agencies**

**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**

- a. Annual fees are based on General Member Affiliate’s annual budget. Initials next to appropriate fee indicate amount due. Payment shall be made within 90 days of the start of the UnidosUS Fiscal Year, October 1. Please note the new fee reflects the 3% increase on Affiliate dues effective Oct 1, 2016.

<b>Budget Size</b>	<b>Fee</b>	<b>Initials</b>
Budgets of \$500K or Less	\$669.50	_____
Budgets of \$500K–\$1M	\$954.81	_____
Budgets of \$1M–\$2.5M	\$1,113.95	_____
Budgets of \$2.5– \$5M	\$1,273.08	_____
Budgets of \$5M–\$10M	\$1,485.26	_____
Budgets of \$10M–\$25M	\$2,121.81	_____
Budgets over \$25M	\$2,652.25	_____

**2. Comply with UnidosUS Recertification Requirements**

- a. Submission of Recertification Documents and updated organization information every three years:
  - o Signed MOU
  - o Organization’s financial information:
    - Annual budget
    - Most recent audited financial statement
  - o Board of directors roster & composition:
    - Total number of board members
    - Number of females
    - Number of Hispanics
  - o Staff leadership composition:
    - Number of staff in senior/upper management
    - Number of Hispanic staff in senior/upper management
    - Number of female staff in senior/upper management
  - o Clients served:
    - Number of clients served annually
    - Percentage of clients served that are Hispanic
- b. Notification of any amendments to Affiliate’s bylaws or articles of incorporation
- c. Yearly submission of organization’s annual report
- d. Notification of organizational changes (e.g., address, leadership, revocation of tax-exempt status)
- e. Proof of good standing on nonprofit status such as most recent IRS Form 990 and certificate of good standing

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

- a. UnidosUS Annual Conference
- b. Fall Regional Affiliate Convening
- c. Community Leaders Action 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

**5. Identify Membership with UnidosUS**

In order to bring greater visibility to the work of UnidosUS' network of Affiliates and help showcase the strong partnership 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. Expired Memberships:** In accordance with UnidosUS' Expired Membership Policy, UnidosUS reserves the right to disaffiliate General Member Affiliate if it believes General Member Affiliate is harming UnidosUS' ability to achieve impact or General Member Affiliate's mission is no longer aligned with that of UnidosUS. Criteria for disaffiliation include noncompliance with the terms of this MOU.

UnidosUS, in consultation with the Affiliate Council and Board of Directors, has outlined a formal disaffiliation process, including due diligence required if an investigation is initiated, potential intermediate enforcement actions, and the periods over which specific actions will occur.

UnidosUS reserves the right to disaffiliate with any organization it believes is harming UnidosUS' ability to achieve impact or whose mission is no longer aligned with UnidosUS. Similarly, any organization may disaffiliate, at any time, if it believes it is not receiving the value it should or no longer feels aligned with UnidosUS.

Complete details regarding UnidosUS Expired Membership Policy is outlined in the Affiliate Membership Services (AMS) Business Plan and may be obtained from UnidosUS' Affiliate Member Services staff.

- 3. 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.
- 4. 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).

**5. Other Partnership Conditions**

Should UnidosUS and General Member Affiliate determine that they will engage in a deeper relationship, additional terms and conditions will apply. See AMS Business Plan for details on other Partnership Benefits and Responsibilities.

While the parties refer to themselves in this MOU 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 members shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, political affiliation, or other classifications identified and protected by applicable federal, state, or local laws.

**6. 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 an “Affiliate” of UnidosUS for purposes of federal income tax rules relating to section 501(c)(3) organizations. 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) and persons appointed by UnidosUS do not constitute a majority or a quorum of the governing board of General Member Affiliate.

This MOU verifies and validates a partnership 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, 2017 to September 30, 2020.

UnidosUS and Youth Policy Institute Charter Schools (YPICS) (General Member Affiliate) hereby acknowledge and accept this MOU.

By: Janet Murguía  
Janet Murguía  
UnidosUS President and CEO

Date: October 1, 2017

By: \_\_\_\_\_  
*Signature (President or Executive Director)*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Print Name*

By: \_\_\_\_\_  
*Signature (Board Chair)*

Date: \_\_\_\_\_

*Print Name*