



Oct. 6, 2017
Special Meeting concerning CCNMA and NAHJ MOU
Conference Call
6:00 p.m. CST

Board Members present:

Rolando Arrieta, VP Broadcast; Brandon Benavides, President; Laura Castañeda, Academic At-Large; Geraldine Cols Azócar, Region 2; Brian De Los Santos, Region 8; Nancy Flores, Secretary; Daniela Ibarra, Student Representative; Paula Machado, Region 4; Alberto Mendoza, Executive Director; Rafael Mejía, Region 1; Dianna Náñez, Region 7; Maria Peña, VP Print; Michelle Rindels, Financial Officer; Blanca Rios, Region 6; Joe Ruiz, VP Online; Rosalba Ruiz, Region 3

Absent: Miguel Rosa, Spanish At-Large Officer

Guests (not speakers): Carlos Rico, Nancy Rivera Brooks, Rebecca Aguilar, Elenor Vega,

President Brandon Benavides called meeting to order at 6:05 p.m.

Joe Ruiz motioned to approve September 2017 minutes. Paula Machado seconded the motion. Motion passed.

President Benavides opened the floor to public comment, giving each speaker up to two minutes to deliver statements. NAHJ members Mekahlo Medina, Vanessa Nevarez, Vanessa Fayzulín, Monica Castillo, Luz Villarreal, Ana Real, Sal Morales, Ivette Davila-Richards, Michele Salcedo and Joe Rodriguez addressed the board and membership.

After public comment, Joe Ruiz motioned to terminate the MOU between CCNMA & NAHJ, which had undergone a 30-day review period to address the agreement's legal and financial concerns. Michelle Rindels seconded the motion. Board discussion. President's comments, which are included as an addendum to these minutes, can be seen below.

Board voted 14-0 to terminate the MOU between CCNMA and NAHJ. Geraldine Cols Azócar motioned to adjourn. Rolando Arrieta seconded the motion. Meeting adjourned at 7:02 p.m.

Addendum:

President Benavides Oct. 6 comments regarding MOU:

Before I get into my concerns with the Memorandum of Understanding between CCNMA and NAHJ, I want to bring everyone up to speed on what happened in the past month.

As we mentioned, on September 6 the board voted to trigger the termination clause and go into a 30 day period for further review of the MOU and discussions with CCNMA about our concerns with it. Since then, members of the board heard from the chapter presidents during a meeting with them at our convention in Anaheim. Also at the convention, the board of directors answered questions about the MOU during our membership meeting. During my negotiations with CCNMA, President Joe Rodriguez and I agreed to negotiate in good faith and not comment to our membership about our ongoing discussions. We wanted to limit misinformation and make sure no one was using public statements to influence each other's members. We released similar statements to our members saying we were negotiating and we would not comment any further on that process. That is why NAHJ has not released any statements during the negotiations. As everyone is aware CCNMA did post and email a message on Monday, which violated our agreement.

I want the membership to know that I asked Mr. Rodriguez not to email our NAHJ members. Many members complained they received emails from CCNMA and they did not sign up for CCNMA. I want everyone to know, no one at NAHJ authorized the release of the membership list nor did anyone on the staff give CCNMA our membership list.

I led the negotiations with CCNMA. I invited Mr. Rodriguez to address the board of directors during the negotiations. At that time, NAHJ learned CCNMA requested roughly \$67,000 for the office administrator. That figure includes benefits. According to the MOU, NAHJ would pay for the employee for the first year and then pay half the salary for the following years.

Today, NAHJ completed its financial and legal liability review.

I have specific concerns with this MOU because it is not equally beneficial to both entities and it creates a lot of liability for NAHJ. While both organizations have similar principals and mission, I do not think NAHJ can make its sponsors and members pay for an employee whose main purpose is to work for CCNMA. NAHJ is still working to pay back our scholarship account. As board of directors we have a fiduciary responsibility to NAHJ first.

This responsibility also includes protecting NAHJ from liabilities, but this MOU creates a number of other potential liabilities for NAHJ in the future. For example, the MOU

talks about making CCNMA a NAHJ chapter for legal reasons while allowing CCNMA to remain a separate independent 501(c)3 group. But then, Paragraph 5 says that “NAHJ will manage finances for the CCNMA chapter.” And, NAHJ takes on the liability without any control because it says “NAHJ will not determine how or when funds are used, but will monitor financial accounts to ensure funds are sufficient for requests.” Then, Paragraph 8 broadens the liability for NAHJ by stating that “CCNMA will fall under the umbrella and legal protection of NAHJ for any events and actions taken jointly by both organizations.” Paragraph 10 states 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. All of this would have NAHJ shoulder considerable liability.

Moving forward with this MOU is also problematic because it would treat CCNMA different from NAHJ’s other affiliate organizations. The Hispanic Communicators in Dallas and ALMA in Phoenix are separate non-profit 501(c)3 organizations. However, both of those organizations are responsible for their own events and NAHJ has no financial or legal oversight of the two independent, incorporated groups.

CCNMA and NAHJ exist to further the same purpose so we must work together, rather than fight to take each other down. Again, my concerns with the MOU are the financial and legal liabilities that it has NAHJ undertaking.

I still want to find a way for NAHJ to develop a working relationship with CCNMA. But not under the parameters set in this MOU.