



## **EXECUTIVE CODE OF CONDUCT**

**of the**

## **NATIONAL ASSOCIATION OF HISPANIC JOURNALISTS**

### **Purpose**

The National Association of Hispanic Journalists (the “Association”) is committed to conducting all of its activities in a lawful, ethical and professional manner. In furtherance of this objective, the Board of Directors has adopted this Executive Code of Conduct (the “Code”) to govern the conduct of its elected and other senior officials. Strict adherence to the provisions of the Code is essential not only to ensure compliance with applicable legal requirements, but also to promote the mission and protect the reputation of the Association.

### **Persons Covered**

The Code applies to each of the following persons with a relationship to the Association (each a “Covered Person”):

- each director and officer of the Association;
- each candidate for election as a director or officer of the Association;
- the Executive Director of the Association;
- each director and officer of an Association chapter (each a “Chapter”); and
- each director and officer of an affiliated entity of Association that specifically adopts and agrees to be bound by this Code (each an “Affiliated Entity”).

All employees of the Association not covered by the Code are subject to the terms of the document entitled “Policies and Procedures” as adopted by the Board of Directors (and as it may be amended from time to time).

## **I. Professional Conduct**

Each Covered Person, when acting in any Association capacity or when campaigning as a candidate for election as an Association director or officer, is required (i) to comply with the Bylaws of the Association and all rules, regulations and policies of the Association adopted from time to time by the Board of Directors and (ii) generally to conduct himself or herself at all times in an ethical and professional manner.

In carrying out his or her Association responsibilities, each Covered Person is expected to act in, and not opposed to, the best interests of the Association and to use his or her best efforts to promote the objectives of the Association as detailed in Section 3.1 of the Association's Bylaws.

## **II. Compliance With Laws and Preserving the Association's Tax-Exempt Status**

Each Covered Person is required to comply, and to ensure that the Association complies, with all applicable federal, state and local laws, rules and regulations that govern the activities of the Association.

The Association is qualified as a tax-exempt organization under Section 501(c)(3) of the United States Internal Revenue Code. As a tax-exempt organization, the Association is prohibited by law (i) from publishing or disseminating materials with the purpose of attempting to influence legislation or (ii) from participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office. Violation of these restrictions could result in the loss of the Association's tax-exempt status. All Covered Persons, when acting in any capacity on behalf of the Association, are required to refrain from any activity that could jeopardize the Association's tax-exempt status.

## **III. Confidentiality**

Each Covered Person has a duty to protect and maintain the confidentiality of all confidential or proprietary information concerning the Association that he or she obtains directly or indirectly through his or her involvement with the Association. Accordingly, no Covered Person may disclose (whether in conversation, online chats, social media posts, blogs or otherwise) or use for personal benefit, or for the benefit of any other person or organization, any confidential or proprietary information, except (i) as is necessary to carry out his or her official duties, (ii) as is expressly authorized by the Board of Directors or (iii) as is required by law. This obligation continues after a Covered Person is no longer involved with the Association and until such time as the information in question ceases to be confidential or proprietary.

"Confidential or proprietary information" consists of all operational, financial and administrative information in the possession of the Association that is not in the public domain, including, but not limited to, financial data, budget data, forecasts, plans and strategies, funding and donor information and membership lists, and in all cases whether or not such information is reduced to writing and regardless of the form of media in which the information is maintained.

#### **IV. Public Communications of the Association**

Only those persons who are designated as spokespersons for the Association or who are otherwise expressly authorized by the Board of Directors with respect to a particular matter have the authority to speak on behalf of the Association. Except as so authorized, no Covered Person is permitted to provide Association documents or information, or comment on Association matters, to the news media, online or in social media posts (including, for example, on Facebook and Twitter). Any press or other inquiry received concerning an Association matter received by a Covered Person not authorized to speak to the matter should be referred to the appropriate person within the Association. While the Association does not bar Covered Persons from expressing personal views, Covered Persons should take care in any communication to make clear that they are not speaking on behalf of the Association. The foregoing restrictions do not prohibit a Covered Person from communicating with members of the Association with regard to matters that are within the scope of the Covered Person's responsibilities.

#### **V. Conflicts of Interest**

Each Covered Person has a duty to act in the best interests of the Association and to refrain from engaging in any activity that conflicts with his or her Association responsibilities. At the same time, the Association recognizes that its directors and officers are serving the Association on a voluntary basis and have employment, business, financial and other relationships apart from the Association. Each Covered Person has a responsibility to ensure that his or her employment and other personal interests do not conflict, or have the appearance of conflicting, with his or her duty to the Association.

Examples of a conflict of interest or a potential conflict of interest include, but are not necessarily limited to, the following situations: (i) a Covered Person, or to the knowledge of the Covered Person a member of his or her immediate family, is employed by or has an ownership, financial or managerial interest in a business or other organization that has a contractual or other relationship with the Association or with which the Association is negotiating or otherwise considering a transaction or relationship, (ii) a Covered Person by virtue of his or her position with the Association has the opportunity to influence a business, administrative or other material decision of the Association in a manner that leads to personal gain or advantage for the Covered Person, to the knowledge of the Covered Person a member of his or her immediate family, or a business or other organization with which the Covered Person is associated, or (iii) a Covered Person, or to the knowledge of the Covered Person a member of his or her immediate family, has a relationship with another person or entity that impairs, or that could appear to impair, the independence of the Covered Person in the discharge of his or her responsibilities to the Association. For these purposes, the term "immediate family" encompasses any child, stepchild, parent, stepparent, spouse or domestic partner, sibling, father-in-law, mother-in-law, brother-in-law or sister-in-law of a Covered Person.

Each Covered Person who has a business, personal or other relationship that constitutes or that could potentially constitute a conflict of interest is required, promptly upon becoming aware of the situation, to disclose the matter in reasonable detail to the President of the Association, and the President shall refer the matter to the Board of Directors. If the Board of

Directors determines that the conflict of interest or potential conflict of interest exists and that it is or could be detrimental to the Association, the Board shall determine what, if any, actions shall be taken or what restrictions shall be imposed with respect to the Association, the Covered Person or the situation in order to protect the interests of the Association.

Other than being available to respond to appropriate questions, a Covered Person shall not participate in the Board's deliberations concerning any conflict of interest or potential conflict of interest that involves that Covered Person.

## **VI. Gifts**

Accepting gifts or other personal benefits from any person or entity with a business relationship, or seeking to establish relationship, with the Association can give rise to a conflict of interest or at a minimum the appearance of a conflict of interest. Covered Persons may not use his or her position with the Association to solicit from any person or entity any payment, gift or other personal benefit of any kind. Nor shall a Covered Person accept any payment, gift or other personal benefit offered by any person or entity if it could reasonably be perceived as an effort to influence the Covered Person's decisions or actions taken on behalf of the Association. The foregoing restriction shall not prevent a Covered Person from:

- accepting from donors or prospective donors to the Association payment for, or reimbursement of, expenses, including airfare or other transportation costs, lodging and meals, incurred by the Covered Person in connection with a travel to meet with donors or prospective donors for the purpose of securing financial or other support for the Association (whether or not such efforts are successful); or
- accepting meals or other infrequent and modest forms of entertainment from persons or entities with which the Association has a business relationship or a prospective business relationship so long as the primary purpose for accepting the benefit is the advancement of the interests of the Association.

The receipt by a Covered Person of any of the foregoing benefits must be reported to the President or Executive Director of the Association within two (2) business days.

## **VII. Protection of Association Property and Assets**

Each Covered Person has a responsibility to protect the Association's property and assets and to ensure they are used only for their intended purposes. This means for example that:

- Covered Persons may not use Association facilities, properties, equipment or communications systems (including computers, the Internet and email) (i) for any unlawful or improper purpose or (ii) to engage in any substantial personal business or activity. Association communications systems may be used only in a responsible, respectful and professional manner; and

- Covered Person may not use the Association's name, an acronym of the Association's name or the Association's logo (i) in communications not related to the discharge of the Covered Person's duties as an official of the Association or (ii) for any purpose after the Covered Person ceases to be an official of the Association.

Each Covered Person is required to avoid any misuse or unauthorized use of any name, logo, email account or the like that represents the Association.

## **VIII. Workplace Behavior**

Covered Persons are expected to perform their responsibilities in an ethical and professional manner and treat their colleagues with respect. The Association strictly prohibits any form of:

- sexual or any other form of harassment or bullying, including unwelcome conduct, comments, gestures or contact, or intimidating or offensive behavior that is reasonably likely to cause offence or humiliation;
- discrimination on the basis of race, ethnicity, religious belief, gender, mental or physical disability, medical condition, marital status, ancestry, age, national origin, alienage or citizenship status, military or veteran status, sexual orientation or gender identity or expression, or any other characteristics protected by law;
- violence or the threat of violence; and
- attending meetings or representing the Association while under the influence of drugs or alcohol.

## **IX. Enforcement of the Code**

Any violation of the Code is viewed as a serious matter regardless of whether or not the matter in question results or could result in loss or damage to the Association. Neither an intention to benefit the Association nor arguments of efficiency or convenience will excuse a violation of the Code.

Violations of the Code may result in disciplinary action as determined in the discretion of the Board of Directors (or, in the case of a director and officer of an Affiliated Entity, the board of directors of the Affiliate Entity). Depending on the severity of the violation, disciplinary action could include, but may not necessarily be limited to, a reprimand, probation, or the forfeiture of a bonus or other incentive compensation. A violation also may be grounds for termination of employment or, in the case of a director or officer of the Association or an Affiliate Entity, removal from office. The conduct in question also could be grounds for termination of the Covered Person's membership in the Association (including Affiliated Entity members who also are members of the Association) under the Association's Bylaws.

Any Covered Person who becomes aware of a violation of the Code by any Cover Person or of any violation by the Association or any person connected with the Association of any Association rule or policy or any applicable law or governmental regulation is required to report the matter to the President or the Executive Director. All Covered Persons expected to cooperate in any investigation of any such reported or suspected violation by responding to all appropriate questions and providing any requested documentation or other information. If the President or the Executive Director determines the existence of a violation, he or she is required to report the matter to the Board of Directors (or, in the case of a director and officer of an Affiliated Entity, the board of directors of the Affiliate Entity).

The Association prohibits retaliation in any form against any person for reporting in good faith or cooperating any investigation of a possible violation of the Code, any other Association rule or policy, or any applicable law or government regulation. Under no circumstances will any person connected with the Association be disciplined for reporting in good faith a known or suspected violation.

#### **X. Personal Responsibility and Written Acknowledgements**

Each Covered Person is personally responsible for ensuring that he or she is at all times in full compliance with all of the provisions of the Code. It is the obligation of each Covered Person to read and understand each of the Code provisions. Any questions or requests for interpretation should be directed (i) in the case of any director or officer, any candidate for election as an officer or director, to the President and (ii) in the case of any Chapter director or officer or any director or officer of an Affiliated Entity, to the President or the Executive Director. The President or the Executive Director, as the case may be, in his or her discretion, may submit the matter to the consideration of the Board of Directors. The decision of the President, the Executive Director or the Board of Directors, as the case may be, shall be final and binding on all concerned.

Each director and officer of the Association, within thirty (30) days after first being elected, and each other Covered Person, within thirty (30) days after becoming subject to the Code, shall sign a written acknowledgement in such form as may be adopted from time to time by the Association confirming that he or she has read and fully understands the Code and agreeing to comply with its terms.

#### **XI. Enactment**

This Code was adopted by the Board of Directors of the Association effective as of March 31, 2018. The Board of Directors of the Association reserves the right to modify or amend the Code at any time.