

FBLA ARIZONA EMPLOYMENT AGREEMENT

ASSISTANT TO THE STATE ADVISER POSITION

This agreement (“Agreement”) is dated **July 3rd, 2023**, between **Future Business Leaders of America - Arizona** (FBLA), and (the “Employee”). The organization referred to in this document is FBLA Arizona.

The parties agree as follows:

Employment and Term

1.1 **Terms and Conditions.** As a condition of being hired as **FBLA Arizona Assistant to the State Adviser**. Employee acknowledges that he or she will have increased access to the Organization’s Confidential Information and will have increased direct contact with the Organization’s customers and in consideration of the promotion and for other good and valuable consideration, Organization agrees to employ Employee and Employee agrees to work for the Organization on the terms and conditions set forth below.

1.2 **At-Will Employment/Termination.** Employee understands and acknowledges that his or her employment with FBLA Arizona is for an unspecified duration and constitutes “at-will” employment. Employee acknowledges and agrees that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either FBLA Arizona or the Employee, with or without notice. This Employment Agreement will be deemed terminated upon death. No one at FBLA Arizona has authority to change this at-will employment relationship, except for the FBLA **State Adviser** and then only in a written agreement signed by the **FBLA State Adviser** and Employee. In the event that FBLA Arizona discharges the Employee, the Employee will be paid all wages due within seven (7) days or discharge or the next regular payday, whichever is sooner. If the Employee voluntarily leaves employment, the Employee will be paid all wages due by FBLA Arizona by the next regular payday. The employee needs to make sure all paperwork is submitted in order to get paid.

Positions and Duties

Employee will perform such duties as are assigned to the Employee by FBLA Arizona and the Employee shall comply with all FBLA policies and procedures which FBLA Arizona, in its discretion, may promulgate, amend, delete, or supplement from time to time. These duties are generally outlined in Exhibit B of this Agreement.

Compensation

3.1 For all services rendered by Employee under this Agreement, Employee will be paid at the rate specified in Exhibit A, and made part of this Agreement, to be **paid by the 1ST and the 15th of each month**. This compensation will be reviewed periodically and adjusted as FBLA Arizona determines appropriate. Any bonus paid by FBLA Arizona to the Employee is at the Organization’s discretion.

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3.2 Employee will be reimbursed for such out of town travel and other expenses as are approved in advance by the Organization.

3.3 Employee is eligible for paid-sick-leave of 24 hours per year of employment to address their own or a family member's medical care, a public health emergency, or for domestic violence related issues. Paid-sick-leave is available immediately upon hire and may not be accrued from year-to-year. Any unused paid-sick-leave allocation will not be paid out upon separation from the Organization. If Employee voluntarily separates from Organization and has utilized their entire paid-sick-leave benefits for the year, it is understood Organization may prorate paid-sick-leave and deduct unearned paid-sick-leave from their final compensation.

3.4 Organization may extend the privilege of a credit/charge for use according to the Organization Credit/Charge card policy for acceptable and unacceptable use of such cards. In the event a credit/charge card is extended to Employee, signing this Employment Agreement certifies agreement and understanding to abide by Organization policy regarding use of Organization credit/charge card. Employee agrees that if personal purchase(s) in violation of the policy or if required documentation (detailed receipt) is unable to be produced that Employee must repay the full amount to Organization. If necessary, such repayments will be treated as an advance on future wages payable to Employee and if necessary, such repayments will be treated as an advance of future wages payable and Organization may deduct that amount from the next paycheck and that if there is a balance remaining after such deduction, Organization may deduct the balance of the wage advance from future paychecks until the amount is repaid in full. If the amount is serious enough, it will result in disciplinary action, up to and including termination of employment as well as legal liability and personal liability for the debt incurred.

Confidential Information and Developments

4.1 Employee agrees at all times during the term of Employee's employment and thereafter to hold in the strictest confidence, and not to use, except for the benefit of the Organization, and not to disclose to any person, firm or corporation, any "Confidential Information." Confidential Information means information relating to products, processes, designs, formulas, Protected Developments (as defined below in Section 4.2.2), Client Information and Employee Information (as defined below in Section 7.1), customer lists, business plans, financial information, trade secrets, know how, other confidential or proprietary information pertaining to any business of the Organization, its clients, consultants, licensees, or third parties, and information with respect to which the Organization owes a duty of confidentiality. Confidential Information also includes all copies of Confidential Information regardless of form or format. Confidential Information does not include information generally known to the public through no act or failure to act on the part of Employee. In any dispute

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between the parties with respect to whether any information is Confidential Information, the burden of proof shall be on Employee to prove by clear and convincing evidence that such information is not Confidential Information.

4.2 Employee hereby grants, transfers, and assigns to the Organization all of the Employee's rights, title, and interests in or to: (i) the Protected Developments; and (ii) any proprietary rights therefrom. Employee agrees that any copyrightable Protected Development, to the extent created by Employee within the scope of Employee's employment with the Organization, shall be deemed to be a "work made for hire," pursuant to the United States Copyright Act (17 U.S.C. Section 101).

4.2.1 "Development" shall mean any information, product, process, invention, discovery, technique, idea, design, work of authorship, improvement or modification, in whatever form and whether or not patentable, copyrightable or otherwise protectable under law, that is created, made, conceived, developed, expressed in tangible form or reduced to practice by Employee (either alone or with others).

4.2.2 "Protected Development" shall mean any Development that:

(i) results from the use of equipment, supplies, facility, Confidential Information or any property or proprietary rights (whether tangible or intangible) that are owned, leased, or contracted for by the Organization.

(ii) relates to the business of the Organization, or to the Organization's actual or demonstrably anticipated research or development; or

(iii) results from any work or services performed by Employee for the Organization or on Organization time.

Protected Development shall include, without limitation, all computer designs, programming and documentation, source code and object code, databases, models, engineering works, products, plans and other information to whose creation Employee contributes during the course of Employee's employment by the Organization.

4.2.3. Employee agrees during the term of his or her employment and thereafter to execute all documents that Organization reasonably determines to be necessary or convenient for use in applying for, perfecting, enforcing, assigning, or defending Organization's rights in Protected Developments.

Conflicting Employment

Employee agrees that, during the term of his or her employment with the Organization, Employee will devote their time to the business of the Organization and will not engage in any

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other employment, occupation, or other business activity, directly or indirectly related to the business in which the Organization is now involved or becomes involved during the term of his or her employment nor will Employee engage in any other activities that conflict with Employee's obligations to the Organization or is detrimental to the best interests of the Organization.

Returning Organization Documents

6.1 Employee agrees that at the time of leaving the employ of the Organization, or sooner if requested by Organization, Employee will promptly deliver to the Organization (and will not keep in Employee's possession or deliver to anyone else, or create or retain any copies of) all Confidential Information and all records, data, notes, reports, proposals, lists, correspondence, or other documents and property belonging to the Organization, its successors, or assigns.

6.2 While employment is for an unspecified duration and constitutes "at-will" employment, the Employee acknowledges the unique nature of the Organization's services and the detriment the Organization may be placed in by relinquishing employment without advance notice. Therefore, it is agreed by the Employee and the Organization to provide at least two (2) weeks' notice of intention by the employee to relinquish employment or intention by the employer to terminate employment. During the two week period from notice of intent to relinquish/terminate to the termination of employment it is agreed that the Employee will continue to perform their regular duties and make all reasonable efforts to initiate and provide a full briefing on all projects for which he/she was assigned to their replacement and to transfer all documents, materials, equipment, resources, and information related to their employment to their replacement. The Organization agrees that during this two-week period from notice to termination of employment it will continue to pay the Employee their regular compensation in exchange for the Employee's work to complete projects and facilitate the transition to their replacement.

6.3 Employee acknowledges that the performance by Employee of the covenants and agreements contained in this Agreement, and the enforcement by Organization of the provisions of this Agreement, will cause no undue hardship to Employee.

General Provisions

7.1 This Agreement and performance hereunder shall be governed by the laws of the State of Arizona and any dispute arising under or relating to this Agreement shall be brought in the state or federal courts in Maricopa County, Arizona. The parties hereby agree to be subject to the jurisdiction of such courts. Notwithstanding the foregoing, Organization may seek injunctive relief for a breach or threatened breach of any of Employee's obligations under Sections 4 or 6 of this Agreement in any court of appropriate jurisdiction. Employee

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acknowledges and agrees that any breach or threatened breach of any of Employee's obligations under Sections 4 or 6 will cause Organization irreparable harm for which Organization may not be fully or adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, Organization shall be entitled to injunctive relief from a court of competent jurisdiction to prevent or remedy such breach or threatened breach, without posting a bond and in addition to any other remedy available at law or in equity.

7.2 Entire Agreement. This Agreement contains all the essential terms and conditions of the employment agreement between Organization and Employee and there are no other promises, agreements or conditions, whether oral or written. Any change in the terms and conditions of this Agreement shall be in writing and signed by both Organization and Employee before it is effective.

7.3 Severability. It is agreed by both Employee and Organization that if any provision of this Agreement is held to be unreasonable, arbitrary, against public policy, or for any other reason unenforceable, such provision will be considered diminishable so as to remain effective and not unreasonable, arbitrary, or against public policy, and all other provisions will continue in full force and effect as written.

7.4 Attorney's Fees. In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with any litigation, arbitration, appeal or proceedings, even if the matter never actually goes to trial or arbitration, or a formal lawsuit or arbitration proceeding is never filed.

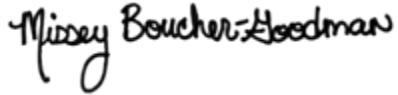
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EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT.
THE PARTIES AGREE TO ALL THE TERMS AND CONDITIONS HEREIN:

NAME HERE

By: _____ Date: _____

FBLA Arizona Assistant to the State Adviser



Date: 7/1/2023

Missey Boucher-Goodman, FBLA Arizona State Adviser

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EXHIBIT A – COMPENSATION

Starting on **7/3/2023**, the company shall pay an hourly rate of **\$16.00** for approximately **35** hours of work per week. The attendance of the employee is expected at FBLA Arizona events/ meetings based on the direction of the employer.

CTSO – FBLA Arizona

See the current calendar of events for all event dates.

The employee will be entitled to 24 hours of paid-sick-leave per year of employment.

Upon prior approval from the State Adviser, the employee may be able to telework when unable to come into the office. Currently, telework days are Mondays and Fridays unless needed to come into the office for conference preparation, conference days, or any other reason deemed necessary by the State Adviser. Please know these days may change based on the direction of the Arizona Department of Education.

The employee will be responsible to submit the number of hours worked on a weekly basis to their supervisor by 5pm on the 10th and 26th of each month. The date range to be compensated for each month is the 11th through 26th and 27th through the 10th.

EXHIBIT B – POSITION

Employee is hired as **FBLA Arizona Assistant to the State Adviser**.

EXHIBIT C – DUTIES

Duties of this position include the following but are not limited to the following:

- Report to the FBLA State Adviser for duties and tasks
- Prepare documents, forms, spreadsheets for all events put on by FBLA Arizona
- Print labels and registration materials for conferences
- Make sure the website is update and maintained
- Check and maintain social media accounts
- Help with the ordering of supplies and products
- Check and update your Trello account
- Complete mailings
- Check the operations of the online store and make sure all orders go out and inventory is updated
- Track and document membership records
- Track and record inventory
- Set up online testing and maintain testing for competitions

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- Assist the State Adviser with the day-by-day routine of the organization in completing all tasks required for operations
- Provide prompt, timely, and efficient customer service to both advisers and members
- Attend all FBLA events
- Assist with the registration process at events
- Work with and chaperone the state officers
- Collect and deposit money
- Reconcile checking account information
- Help with Board of Trustees and Executive Council meeting tasks
- Maintain and update state officer assignments
- Help assist advisers with questions and other concerns
- Communicate daily with the state adviser
- Perform tasks on time
- All other duties as assigned