

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE AMERICAN RADIO RELAY LEAGUE, INCORPORATED  
AND DAVID A. MINSTER**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made effective as of August \_\_\_\_\_, 2020, between The American Radio Relay League, Incorporated, a Connecticut non-profit corporation (the "Company"), and David A. Minster, an individual resident of the State of New Jersey ("Executive").

WHEREAS, Company wishes to hire Executive as Chief Executive Officer on the terms and conditions set forth herein, subject nevertheless to the prior approval of Company's Board of Directors of the terms and conditions of this Agreement; and

WHEREAS, Executive is willing to be employed as Chief Executive Officer and Secretary of Company on those same terms and conditions and therefore to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, the Company and Executive hereby agree as follows:

**1. Employment**

1.1 **Employment and Duties.** Subject to approval by the Board of Directors, the Company hereby agrees to employ Executive for the Term (as hereinafter defined) as its Chief Executive Officer ("CEO") and Secretary of the Corporation, subject to the direction of the Company's Board of Directors, and in connection therewith, to perform such duties as outlined in the Company's Bylaws and as shall reasonably be directed by the Board of Directors to perform. In furtherance of the foregoing, the Board of Directors and Executive annually may agree upon a list of goals and objectives for Executive, as the same, subject to mutual agreement of the parties, may be modified or amended from time to time. Such list shall be used by the Board of Directors to assess the performance of Executive in achieving the goals and objectives of the Board of Directors and evaluating the priorities of the Company. Executive hereby accepts such employment and agrees to render such services. Executive shall perform his duties and carry out his responsibilities hereunder in a diligent manner, shall devote his exclusive and full working time, attention and effort to the affairs of the Company, shall use his best efforts to promote the interests of the Company and shall be just and faithful in the performance of his duties and in carrying out his responsibilities.

1.2 **Location.** The principal location for performance of Executive's services hereunder shall be at the Company's headquarters, which is currently located at 225 Main Street, Newington, CT., subject to necessary travel requirements during the course of such performance. Executive agrees that he will use his reasonable best efforts to relocate to a residence that is within a radius of 40 miles from the Company's headquarters, within six months of the effective date of this Agreement.

## **2. Employment Terms**

2.1 **Periods of Employment.** Executive's employment as CEO hereunder (the "Initial Term") will commence on September 28, 2020 and shall end on January 22, 2022, and shall be subject to two renewal terms (each a "Renewal Term"), the first of which will be from January 23, 2022 through January 20, 2024, and the second will be from January 21, 2024 through January 17, 2026. Each of the two Renewal Terms shall be subject to the election schedule of the Officers of the Company as defined by the ARRL Articles of Association and Bylaws. The Initial Term and either of the two Renewal Terms may be terminated as provided in this Agreement.

2.2 **Initiation and Termination of Terms.** The Initial Term and each of the Renewal Terms is subject to the Executive being elected as CEO by the Board of Directors at the applicable meeting. Notwithstanding anything in this Agreement to the contrary, this Agreement is not effective unless and until the Executive is elected to the position of CEO for the Initial Term at a specially-called Board of Directors meeting to be held approximately between August 24 and September 5, 2020.

2.3 **Extension of Employment Term.** By mutual agreement of the Company and the Executive, the Employment Term can be extended beyond the dates noted above.

## **3. Compensation and Benefits**

### **3.1 Cash Compensation.**

(a) **Base Salary.** The Company shall pay Executive an annual base salary of \$225,000, payable in bi-weekly installments (less required or permitted deductions and withholding), in arrears (the "Base Salary"). The Base Salary shall be reviewed annually commencing in January 2022 by the Board of Directors based upon agreed-upon market and performance criteria and recommendations of the ARRL President and Administration and Finance Committee and may be increased, but not decreased (unless mutually agreed upon by Executive and the Company).

(b) **Relocation Expense Package.** The Company shall reimburse Executive for reasonable and prudently incurred moving and other relocation expenses paid or incurred by Executive on or after the Effective Date in conjunction with finding and moving into a residence within a radius of 40 miles of 225 Main Street, Newington, CT, up to a maximum gross figure of \$15,000. Eligible relocation expenses shall include the costs associated with house hunting trips including travel and accommodations for the Executive and his spouse; the costs associated with the movement of two automobiles; and the costs associated with the packing, moving and placement of household effects (not to include costs associated with intermediate storage of the household effects). The physical movement of household effects is not required to all occur at one time. Eligible expenses shall be reimbursed to the Executive no later than thirty (30) days after they are submitted to the Company for reimbursement and documented in accordance with Company policy and standards. If the Company terminates Executive's employment for Cause as defined in Section 4.1(a), or the Executive terminates employment with the Company, prior to October 1, 2021, Executive shall repay any moving expense reimbursement previously paid to the Executive.

(c) **Housing Allowance.** The Company shall pay Executive a monthly housing allowance incurred by Executive for residence in Connecticut for a period of three (3) months beginning on the first day of Executive's employment with the Company. The maximum monthly reimbursement for Executive's Connecticut housing costs is \$2,000.00.

### 3.2 Participation in Benefit Plans.

(a) **Paid Time Off.** Executive shall be entitled to Paid Time Off ("PTO") of 12.5 hours per month based on working full-time the previous month. An additional 12 days of PTO will be allocated to the Executive on January 1 of each year during the Initial Term or any Renewal Term, beginning January 1, 2021. In accordance with current Company policy, up to six weeks of PTO can be carried over beyond December 31 of each year. Executive shall be entitled to holidays offered by the Company to full-time employees.

(b) **Benefit Plans.** Executive will be entitled to participate in all other benefit plans offered by the Company to full-time employees. Currently, these plans include a 403(b) pension plan providing for individual contributions and a Company match of employee contributions; short-term disability plan; long-term disability insurance; group term life insurance; accidental death and disability insurance; health and dental insurance; and a flexible spending account.

**3.3 Expenses.** The Company will pay or reimburse Executive for all reasonable and necessary out-of-pocket expenses incurred by him in the performance of his duties under this Agreement. Executive shall keep and promptly submit for reimbursement detailed and accurate records of expenses incurred in connection with the performance of his duties hereunder and reimbursement therefor shall be in accordance with policies and procedures to be established from time to time by the Company. When traveling on Company business, Executive will be entitled to travel business class on international flights to the extent authorized by and consistent with Company policy.

## 4. Termination of Employment

### 4.1 Definitions.

(a) For purposes of this agreement, "Cause" shall mean, but is not limited to, any of the following:

- (i) the Executive's failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness);
- (ii) the Executive's conviction of, or plea of guilty or nolo contendere to, a crime that constitutes a felony under state or Federal law or a crime that constitutes a misdemeanor involving moral turpitude;
- (iii) the Executive's willful engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, materially injurious to the Company;
- (iv) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);
- (v) the Executive's willful violation of a material policy of the Company;
- (vi) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;
- (vii) the material breach by Executive of his agreements or obligations under this Agreement or any other written agreement between the Executive and the Company (other than as a result of incapacity due to physical or mental illness); or
- (viii) the Executive's willful failure to comply with any valid and legal directive of the Board of Directors that is not cured within thirty (30) days after receipt of written notice from the Company specifying such breach.

For purposes of this provision, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company.

(b) "Date of Termination" shall mean the date specified in the Notice of Termination (as hereinafter defined), except as follows: (i) in the case of Executive's death, the Date of Termination shall be the date of death, (ii) if Executive's employment is terminated by the Company other than for Cause, the date specified in the Notice of Termination shall be thirty (30) days after the date the Notice of Termination is provided to Executive, and (iii) if Executive's employment is terminated by Executive, the date specified in the Notice of Termination shall be thirty (30) days after the date the Notice of Termination is provided to the Company.

(c) "Notice of Termination" shall mean a written notice either from the Company to Executive, or Executive to the Company, as the case may be, that indicates the Date of Termination.

#### 4.2 Events of Termination.

(a) Death. Executive's employment hereunder shall terminate automatically without the necessity of any action on the part of the Company upon the death of Executive.

(b) Disability. If at any time during the Initial Term or either Renewal Term Executive shall become physically or mentally disabled, whether totally or partially, so that he is unable substantially to perform the essential functions of his position with or without reasonable accommodation for (i) a period of six (6) consecutive months, or (ii) for shorter periods aggregating six (6) months during any twelve (12) month period, the Company may at any time after the last day of the sixth consecutive month of disability or the day on which the shorter periods of disability shall have equaled an aggregate of six (6) months, by written notice to Executive (but before Executive has recovered from such disability), terminate Executive's employment hereunder. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

(c) Failure of Board of Directors to Elect CEO. Executive's employment hereunder, and this Agreement, shall terminate automatically and there will not be a first Renewal Term if the Board of Directors does not elect Executive as CEO at its Annual Meeting in January 2022. Executive's employment hereunder, and this Agreement shall also terminate automatically and there will not be a second Renewal Term if the Board of Directors does not elect Executive as CEO at its Annual Meeting in January 2024.

(d) Termination With or Without Cause. Either the Company or the Executive may terminate Executive's employment with the Company at any time during the Initial Term or any Renewal Term with or without Cause, by one party giving to the other party a Notice of Termination.

### **4.3 Compensation Upon Termination.**

(a) **Compensation.** In the event Executive's employment terminates during the Initial Term or during any Renewal Term for any reason, whether by death, disability or action of the Company or Executive, Executive shall be entitled to receive his Base Salary through the Date of Termination and Executive's then vested rights under the employee benefit plans or programs of the Company in which Executive participates under Section 3.2 hereof. In addition, if the Company terminates Executive's employment without Cause pursuant to Section 4.2(c) or Section 4.2(d) hereof during the Initial Term or during either Renewal Term, Executive shall be entitled to receive a lump-sum payment equal to 30-days of his then-current Base Salary, less required or permitted withholding and deductions ("Severance Payment").

(b) **Release.** As a condition to Executive receiving the Severance Payment Executive shall execute, deliver to the Company, and not rescind a general release in form and substance reasonably satisfactory to the Company releasing the Company and its officers, directors, employees and agents from all liabilities, claims and obligations of any nature whatsoever, excepting only the Company's obligations under this Agreement and Executive's vested rights under any other employee benefit plans or programs in which Executive participates under Section 3.2 hereof, subject to all terms and conditions of such plans or programs and this Agreement.

## **5. Employment Covenants**

5.1 **Trade Secrets and Confidential Information.** Executive agrees that he shall, during the course of his employment and thereafter, hold inviolate and keep secret all documents, materials, knowledge or other confidential business or technical information of any nature whatsoever disclosed to or developed by him or to which he had access as a result of his employment (hereinafter referred to as "Confidential Information"). Such Confidential Information shall include technical and business information, including, but not limited to, inventions, research and development, engineering, products, designs, methods, systems, improvements, trade secrets, formulas, processes, marketing, merchandising, selling, licensing, servicing, customer lists, records or financial information, manuals or Company strategy concerning its business, standards, strategy, or policies. Executive agrees that all Confidential Information shall remain the sole and absolute property of the Company. During the course of his employment, Executive shall not use, disclose, disseminate, publish, reproduce or otherwise make available such Confidential Information to any person, firm, corporation or other entity, except for the purpose of conducting business on behalf of the Company. Following the Initial Term or any Renewal Term, Executive shall not use, disclose, disseminate, publish, reproduce or otherwise make available such Confidential Information to any person, firm, corporation or other entity.

5.2 **Return of Confidential Information.** Upon termination of his employment with the Company, Executive will promptly provide to the Company promptly all records, documents, any compositions, articles, devices, equipment or other items that disclose or embody Confidential Information, including all copies, drafts or specimens thereof, whether prepared by him or by others. The foregoing restrictions on disclosure of Confidential Information shall apply so long as the information has not properly and legally come into the public domain through no action of Executive.

5.3 Document and Documents. “*Document*” and “*Documents*” are used in their broadest sense and mean all written, typed, printed, recorded or graphic matter of every type and description. These terms include data, information and documents that exist in electronic form, magnetic form or digital form. By way of example without any intent to limit the broadness of these terms, document or documents include letters, correspondence, telegrams, text messages, Twitter tweets, postings to Facebook or postings to any other social media site, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations, calendars, conferences, interoffice communications, e-mail, instant messages, microfilm, bulletins, circulars, pamphlets, photographs, facsimiles, invoices, tape recordings, computer printouts, worksheets, photographs, video tapes and movie or photographic film or negatives. These terms include every draft or copy that is not identical to the original and includes any deleted documents.

5.4 Cooperation. The parties agree that certain matters in which the Executive will be involved during his employment may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board of Directors, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation and, to the extent that the Executive is required to spend substantial time on such matters, the Company shall compensate the Executive at an hourly rate based on the Executive's Base Salary on the Termination Date.

## 6. Miscellaneous

6.1 Notices. Any notice required or permitted to be delivered hereunder shall be in an authorized writing and shall be deemed to be delivered on the earlier of (i) the date received, or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service depository, postage prepaid, sent registered or certified mail, return receipt requested, addressed to the party to receive the same at the address of such party set forth below, or at such other address as may be designated in a written notice delivered or mailed as herein provided.

To Company: The American Radio Relay League, Incorporated  
225 Main Street  
Newington, CT 06111  
Attention: Company President with a copy to the Company's Chief  
Financial Officer

To Executive: Mr. David A. Minster  
11 Cardinal Way  
Wayne, NJ 07470.

6.2 Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part of or affect the construction or interpretation of any provision hereof.

6.3 Modifications; Waiver. No modification of any provision of this Agreement or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in a writing signed by the party to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Nor shall the failure of or delay by either any party in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

6.4 Entire Agreement. Unless specifically provided herein, this Agreement contains the entire agreement of the parties and supersedes all other agreements, oral or written, heretofore made by the parties. The parties mutually agree that the Agreement may be specifically enforced in court and may be introduced as evidence in legal proceedings alleging breach of the Agreement.

6.5 Severability.

(a) Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

(b) The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

(c) The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

6.6 Joint Negotiations. The parties agree that this Agreement and the provisions contained herein shall not be construed or interpreted for or against any party to this Agreement because said party drafted or caused the party's legal representative to draft any of the provisions.

6.7 Controlling Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law provisions thereof. Any action or proceeding by any party to enforce this Agreement shall be brought only in a state or federal court located in the State of Connecticut. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

6.8 Assignments. The Company shall have the right to assign this Agreement and to delegate all rights, duties and obligations hereunder to any entity that controls the Company, that the Company controls or that may be the result of the merger, consolidation, acquisition or reorganization of the Company and another entity. Executive agrees that this Agreement is personal to him and his rights and interest hereunder may not be assigned, nor may his obligations and duties hereunder be delegated (except as to delegation in the normal course of operation of the Company), and any attempted assignment or delegation in violation of this provision shall be void.

6.9 Attorney Fees. In the event of litigation between the parties to enforce their respective rights under this Agreement, each party shall be responsible for its attorney's fees and costs at all levels of trial and appeal.

**7. Acknowledgement of Full Understanding.**

EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT.

EXECUTIVE FURTHER ACKNOWLEDGES AND AGREES THAT BEFORE SIGNING THIS AGREEMENT HE HAS HAD ADEQUATE TIME AND THE OPPORTUNITY TO OBTAIN ANSWERS TO HIS QUESTIONS, TO CONSULT WITH AN ATTORNEY OF HIS CHOICE AND IS NOT EXECUTING THIS AGREEMENT UNDER DURESS.

IN WITNESS WHEREOF, the parties have entered this Agreement effective as of the date first above written.


**THE AMERICAN RADIO RELAY LEAGUE, INCORPORATED**

By: \_\_\_\_\_

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

Printed Name: Rick Roderick  
Title: President

**DAVID A. MINSTER**

By:  \_\_\_\_\_

Date: 8.25.20

Printed Name: David A. Minster