

Jack James (6)  
Nov. 21, 2016

## EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT is made effective as of the 21st day of November 2016 by and between **HAWAII REPUBLICAN PARTY** (the "Party") and **JACK JAMES**, of Honolulu, Hawai'i ("Executive").

### RECITALS

WHEREAS, the Party desires to employ Executive, and Executive desires to be employed by the Party; and

WHEREAS, the Party and Executive desire to set forth in writing the terms and conditions of their agreements and understandings regarding Executive's future employment with the Party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. **Term of Employment.** The Party shall employ Executive effective as of November 21, 2016, in the capacity of interim Executive Director of the Party. Executive's employment shall be at-will, which means that either Executive or the Party may terminate Executive's employment with or without cause upon fourteen (14) days' prior written notice for any reason whatsoever or for no reason at all.

2. **Duties of Executive.** In accepting employment by the Party, Executive shall undertake and assume the responsibility of performing for and on behalf of the Party whatever duties shall be assigned to Executive by the Chairman of the Party at any time and as stated in the Hawaii State Republican Party Employee Handbook and the Hawaii Republican Party State Rules, as may be amended from time to time. It is understood and agreed that any modification in, or expansion of, Executive's duties shall not result in any modification in, or increase or decrease of, Executive's salary and benefits as stated in Section 4, unless Executive and the Party specifically shall agree otherwise in a duly executed written amendment of this Agreement. During the period Executive is employed by the Party under this Agreement, if so appointed by the Chairman of the Party, Executive will also serve as an ex officio, non-voting member of all State Committees without additional compensation.

Executive's duties shall include, but not be limited to, assisting with the preparation of the annual budget, developing and implementing the Party's comprehensive fund-raising program and managing all Finance Division personnel. Executive understands that the Party must receive a minimum in contributions and/or revenue of at least \$15,000 each calendar month during Executive's tenure for the Party to continue to employ Executive.

3. **Best Efforts.** Executive covenants and agrees that at all times during the period Executive is employed by the Party under this Agreement, Executive shall devote Executive's full-time and best efforts to Executive's duties as an employee. Executive further

covenants and agrees that Executive will not, directly or indirectly, engage or participate in any activities at any time during the term of Executive's employment in conflict with the best interests of the Party.

4. **Salary and Benefits.** As compensation for the services to be rendered by Executive for the Party during the period of Executive's employment under this Agreement, Executive shall be entitled to the following salary and benefits:

- (a) A salary, paid on a semimonthly basis, of \$4,000 per month;
- (b) Benefits pursuant to and in accordance with the provisions of the Hawaii State Republican Party Employee Handbook.

5. **State Executive Committee Determination.** Executive's salary and other conditions of employment shall be determined by the State Executive Committee in accordance with Section 410 of the Hawaii Republican Party State Rules.

6. **Hawaii State Republican Party Employee Handbook.** Executive acknowledges receipt of the Hawaii State Republican Party Employee Handbook (the "Employee Handbook") and agrees that Executive's employment under this Agreement shall be subject to the provisions of the Employee Handbook and the Party's employment policies except to the extent otherwise specifically provided in this Agreement. In the event of a conflict between the terms of this Agreement and the Employee Handbook, the terms of this Agreement shall prevail.

7. **Hawaii Republican Party State Rules.** Executive acknowledges receipt of the Hawaii Republican Party State Rules (the "Party Rules") and agrees that Executive's employment under this Agreement shall be subject to the provisions of the Party Rules and the Party's employment policies except to the extent otherwise specifically provided in this Agreement. In the event of a conflict between the terms of this Agreement and the Party Rules, the terms of this Agreement shall prevail.

8. **Nondisclosure of Confidential Information.** Executive acknowledges that, as a result of Executive's employment with the Party, Executive will be making use of, acquiring, and/or adding to confidential information of a special and unique nature and value relating to such matters as procedures, manuals and confidential reports. As a material inducement to the Party to enter into this Agreement and to pay to Executive the salary and benefits stated in Section 4, Executive covenants and agrees that Executive shall not, at any time during or following the term of Executive's employment, directly or indirectly divulge or disclose for any purpose whatsoever any confidential information that has been obtained by, or disclosed to, Executive as a result of Executive's employment by the Party. In the event of a breach or threatened breach by Executive of any of the provisions of this Section, the Party, in addition to and not in limitation of, any other rights, remedies, or damages available to the Party at law or in equity, shall be entitled to a permanent injunction in order to prevent or restrain any such breach by Executive and/or any and all persons directly or indirectly acting for or with Executive.

**9. Representations Regarding Prior Work and Legal Obligations.**

Executive represents that Executive has no agreement or other legal obligation with any prior employer, or any other person or entity that restricts Executive's ability to accept employment with, or to perform any function for, the Party. Executive has been advised by the Party that at no time should Executive divulge to or use for the benefit of the Party any confidential or proprietary information of any previous employer. Executive expressly acknowledges that Executive has not divulged or used any such information for the benefit of the Party. Executive acknowledges that the Party is basing important decisions on these representations, and affirms that all of the statements included herein are true.

**10. Applicable Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Hawaii.

**11. Arbitration.** Because of the delay, expense and publicity which results from the use of the State and Federal court systems, the Party and Employee agree to submit to final and binding arbitration any claims and disputes arising out of or related to this Agreement and Employee's recruitment, employment, compensation, benefits or termination of employment, including but not limited to all claims and disputes arising under Hawai'i and Federal wrongful termination and employment discrimination law (e.g., Title VII, ADEA, ADA, FMLA and other anti-discrimination laws) rather than to use such court systems. In any such arbitration, the then existing American Arbitration Association rules for resolving employment disputes shall govern the arbitration, subject to the Federal Arbitration Act or, if not applicable, the Hawaii Arbitration Act. Any arbitration held pursuant to this provision will be conducted in Honolulu, Hawai'i before an arbitrator associated with Dispute Prevention & Resolution, Inc.

**12. Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions.

**13. Notice.** Any notice required to be given shall be sufficient if it is in writing and sent by certified or registered mail, return receipt requested, to Executive's current residence, in the case of Executive; and to its office at 725 Kapiolani Blvd., Suite C105, Honolulu, Hawaii 96813, in the case of the Party.

**14. Miscellaneous.** This Agreement contains the entire agreement and understanding by and between the Party and Executive with respect to the employment of Executive, and no representations, promises, agreements, or understandings, written or oral, not contained in this Agreement shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

IN WITNESS WHEREOF, the Party and Executive have executed this Agreement in duplicate effective as of the day and year first above written.

**HAWAII REPUBLICAN PARTY**

By \_\_\_\_\_  
Frederick W. Rohlfing III  
Its Chairman

**“Party”**

\_\_\_\_\_  
**JACK JAMES**

**“Executive”**