

HFC Committee

From: Trent Briney <tbreeingoff@gmail.com>
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8th October 2020

To Whom It May Concern,

My name is Trenton Briney and I worked for over two years at La'akea Farms as both Service Supervisor and as a Community Based Provider 2014-2016. I am currently the Behavior Specialist for Davenport School District, have been a Registered Behavior Technician and have worked with people who have disabilities for over 9 years. It was the common goal of helping others that drew me to La'akea in the dream of an inclusive community for all people.

I have stayed in contact with many of the original crew, most of whom have left their employment at La'akea. From watching it appears La'akea has been mismanaged and is no longer using the land as it was originally intended to be used for – an inclusive community for all people. I was recently shown a letter written by the current Board President to the Maui County Council that stated, "We completed and approved the first ever employee handbook native to La'akea and have consistently implemented its policies and procedures." I am dumbfounded by this statement. I was the Service Supervisor, and am sending you the La'akea Employee Handbook that was written in 2013 and edited by the Hawaii Employers Council in 2014. One of my roles at La'akea Farms was to train all staff on this employee handbook.

My experience working at La'akea Farms taught me what it truly meant to invest your life in helping others. We worked tirelessly to build a safe, fun and caring environment that would allow our clients to thrive and gain critical skills needed in everyday life as well as gaining experience that would help them in work settings. In May 2015 we celebrated the USDA Organic Certification of our farm. We had meetings weekly to talk about ideas for improving the farm and program, finding new activities for clients and how to improve employee skills. At La'akea it was amazing to see the crew take the ideas thought of during these meetings and make them come to fruition. In one meeting we discussed building a new farm store. Within the course of six months we had gathered donations, grant money, and the support needed to build a top of the line new farm store. This allowed clients to have the opportunity to work at the farm store gaining work experience as well as getting members of the community to visit La'akea, gain information about La'akea Farms and interact with the crew.

I am saddened to hear the farm is gone, the farm store has been closed for 8 months and the dream of an inclusive community for all has become an outdated lifeless facility for people with disabilities and nothing more as this was never the intention of La'akea Farms. I can be reached by address or email which are provided at the top of the letter.

Sincerely,

Trenton Briney

Behavior Specialist

La'a Kea Foundation

Employment Manual

October 2014

Table of Contents

	<u>Page</u>
OUR MISSION	1
OUR VISION	1
OUR CORE VALUES	1
A. EMPLOYMENT PRACTICES	1
Purpose of These Guidelines.....	1
Notice	2
At-Will Employment	2
B. EQUAL EMPLOYMENT OPPORTUNITY POLICIES.....	2
Equal Employment Opportunity Employer	2
Reasonable Accommodation	2
Cultural Competency	2
Workplace Discrimination / Harassment	3
Discrimination Complaint Procedure.....	4
Workplace Problem Solutions.....	4
Grievance Procedure.....	4
C. GENERAL EMPLOYMENT POLICIES	5
Definitions of Employment Classifications.....	5
Exempt vs. Nonexempt Status.....	5
Introductory Period	6
Annual Review	6
Performance Appraisal	6
Salary and Wages Increases	7
Hours of Work / Timekeeping	7
Work Week and Schedules.....	7
Nursing Mother / Lactation Breaks.....	7
Break Periods.....	7
Timekeeping	7
Overtime.....	8
Pay Day.....	8
Direct Deposit	8
Change of Personal Information	9
D. EMPLOYEE BENEFITS	9
Introduction.....	9
Health Care Benefits	9
COBRA	10
Voluntary Benefits	10
Workers Compensation	10
Temporary Disability Insurance	10
Hawaii Victims Leave Act	11
Military Leave	12
Leave for Organ, Bone Marrow or Stem Cell Donors.....	13

Table of Contents (continued)

	<u>Page</u>
E. EMPLOYEE CONDUCT	14
General Performance Standards	14
Safety and Health	14
Violence Prevention and Reporting.....	16
Business Ethics	16
Conduct.....	16
Disciplinary / Corrective Action and Termination of Employment	18
Confidentiality	19
Drug Free Workplace Policy	20
Applicability	20
Prohibited Behavior	20
Notification of Convictions	20
Consequences.....	21
F. TRAVEL	21
Personal Vehicle Operation	21

LA'A KEA EMPLOYMENT MANUAL

OUR MISSION: To provide a residential farm community where youth and adults with intellectual disabilities are a part of a thriving 'ohana.

OUR VISION: La'a Kea is a farm community that includes intellectually and developmentally disabled youth and adults dedicated to discovering, supporting, and enhancing the contribution of each individual through meaningful opportunities and productive work. The programs include farming, economic ventures, the arts and activities of daily living – all coming alive in a community with homes, farm buildings, a farmer's market, craft studios, and multipurpose buildings. Inspired by the international Camphill model, La'a Kea Farm offers a unique alternative to conventional care where coworkers, residents, and day program participants thrive.

OUR CORE VALUES: At La'a Kea, our core values embody the principles and culture that we live by. These values inform our work, how we interact with others in the community, as well as how we interact with each other (our own board, staff and volunteers). As an organization, we celebrate collaborative leadership and altruism in our decision making process. We treat the people we serve, as we treat each other, with acceptance, dignity and individual recognition. In addition, we respect and embrace the history and traditions of our island home. Among those ethics that guide us, we draw from the values that continue to guide Hawaiian culture.

As individuals *and* as a collective team, we strive to:

- Recognize what is human in each of us. **ALOHA**
- Practice good stewardship of the land with attention to balance & sustainability. **MALAMA 'AINA**
- Work willingly, kindly and cooperatively with others. **KOKUA**
- Exercise authority and responsibility as vital to achieving success. **KULEANA**
- Care for each other and bond in a new social arrangement created to nurture and inspire all. **'OHANA**
- ☐ Show integrity at all times, in every endeavor. **PONO**

We acknowledge that we are inspired by the structure and philosophy of Camphill Villages worldwide. It is with a spirit of service, determination and commitment that we step forward to embody these values in our work and interactions

A. EMPLOYMENT PRACTICES

PURPOSE OF THESE GUIDELINES

These Guidelines have been prepared to generally inform employees about La'a Kea employment, policies and practices. These Guidelines are also designed to describe the benefits provided to employees as valued crew members of La'a Kea. All employees are asked to read them carefully and refer to them if questions arise.

This Manual cannot answer every question, nor would La'a Kea want to restrict the normal question and answer interchange. Therefore, all employees are encouraged to ask their supervisor any questions they may have. La'a Kea strives to be an excellent place to work where crew enjoy their work, their fellow crew and La'a Kea's mission. The crews' success is La'a Kea's success.

La'a Kea Human Resource Team reviews *the Guidelines* annually and the Board of Directors approves the Guidelines.

Notice

The policies in this Manual are to be considered only as guidelines, they are not a contract. They supersede any guidelines, descriptions, policies and procedures previously issued to you. La'a Kea, at its option, may change, delete, suspend or discontinue any part or parts of these policies at any time. To the extent possible, crew will receive written notice of any change. Should any provision in these Guidelines be found to be unenforceable and invalid, such finding does not invalidate the entire manual, but only that provision. Members of the La'a Kea Board of Directors cannot be employed by La'a Kea in any capacity.

At-Will Employment

Please note that this handbook is not a contract, and is not intended to alter your employment at-will status. As an "at-will" employee, you or the Company may end the employment relationship at any time, with or without prior notice, and for any reason that is not unlawful.

B. EQUAL EMPLOYMENT OPPORTUNITY POLICIES

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

La'a Kea is an equal opportunity employer. La'a Kea provides employment and advancement and other opportunities without regard to race, color, religion, national origin, age, disability, ancestry, sexual orientation, sex, gender identity or expression, domestic or sexual violence victim status, credit history, veteran/military status, marital status, arrest or court record, citizenship, genetic information, or any other class protected under state or federal law. This policy governs all aspects of employment, including, but not limited to, recruitment, selection, job assignment, compensation, training, promotion, transfers, layoffs, recalls, leaves of absence, discipline, termination, benefits and training.

REASONABLE ACCOMMODATION

We provide reasonable accommodation to qualified individuals with a disability, for an individual's religious beliefs or practices, for individuals disabled due to pregnancy, childbirth, or related medical conditions, and for victims of domestic or sexual violence victim status. Please contact your supervisor or the Executive Director to request a reasonable accommodation.

CULTURAL COMPETENCY

La'a Kea is committed to cultural competency in all areas of service delivery. La'a Kea will seek continuous improvement in its ability to provide services to diverse communities in Hawaii. As a matter of agency policy in exercising its management responsibilities, La'a Kea will not discriminate against volunteers, governing board, clients or donors on the basis of age, color, disability, sex-including gender identity or expression, national origin, race, sexual

orientation, , marital status, citizenship, religion, arrest or court record, genetic information, status as victim of domestic violence or sex, credit history, veteran/military status, arrest and court record, or any other class protected by law.

La'a Kea of Hawaii treats everyone with Aloha. We welcome everyone and believe in honoring Hawaii's rich diversity by continually improving our knowledge of and appreciation for all people.

WORKPLACE DISCRIMINATION / HARASSMENT

La'a Kea is firmly committed to a policy of nondiscrimination and the right of all employees to a work environment free of harassment and intimidation. Discrimination and/or harassment of any employee on the basis of age, sex, religion, race, color, ancestry, national origin, disability, marital status, veteran/military status, sexual orientation, arrest and court record, citizenship, credit history, genetic information, gender identity or expression, domestic or sexual violence victim status, or any other classification protected under state or federal law is prohibited. All employees are responsible for compliance with this policy. Employees violating the policy against discrimination and/or harassment, including sexual harassment, will be subject to immediate and appropriate disciplinary action, including possible termination.

Definition of Discrimination: Decisions regarding employment should be based on legitimate, nondiscriminatory business reasons. This includes decisions regarding recruitment, hiring, placement, training, promotion, compensation, benefits, transfers, layoffs, discipline, termination, and other terms and conditions of employment. It is unlawful to base employment actions, or the terms and conditions of employment, on an individual's age, sex, religion, race, color, ancestry, national origin, disability, marital status, veteran/military status, sexual orientation, arrest and court record, citizenship, credit history, genetic information, gender identity or expression, domestic or sexual violence victim status, or any other classification protected under state or federal law. Furthermore, it is unlawful to subject employees to intimidation or harassment (e.g., physical or verbal abuse, offensive comments, degrading words, threats, etc.) based on their protected classifications.

Definition of Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by any employee to any other individual, or by a vendor, supplier, patient, customer or visitor to any employee, constitute inappropriate sexual conduct which can form the basis for sexual harassment claims. Inappropriate sexual conduct can take many forms. It is not limited to physical assaults, unwelcome or unwanted sexual advances, and requests or demands for sexual favors. It can also involve:

1. Unnecessary or unwanted physical contact (e.g., patting, pinching, hugging or intentionally brushing up against another employee's body);
2. Verbal conduct (e.g., offensive sexual flirtations, advances, propositions, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual or the telling of "dirty jokes"); and

3. Nonverbal conduct (e.g., the display in the work place of sexually suggestive objects, sexual pictures in the work place, winking, lingering glances, wolf whistles, sexual gestures).

Inappropriate sexual conduct becomes unlawful sexual harassment when: (1) the unwelcome or unwanted sexual conduct or advances interferes with another person's work performance or creates an intimidating, hostile or offensive work environment; (2) personnel decisions (e.g., transfers, promotions, scheduling, etc.) made by a supervisor are based on the employee's submission to or rejection of a sexual advance; and/or (3) submission to a sexual advance is used as a condition of keeping a job, whether expressed in explicit terms or implied.

Discrimination Complaint Procedure

Any employee or individual who feels that s/he is a victim of sexual or other harassment or discrimination, including but not limited to, any of the conduct listed above, by any supervisor, management official, another employee, patient, customer, visitor, supplier, vendor or any other person in connection with employment at La'a Kea, should bring the matter to the immediate attention of the Service Supervisor, the ED or the President of the Board.

Investigation: Once a discrimination, harassment or retaliation complaint or report is received, La'a Kea will conduct an investigation into all of the surrounding circumstances. To the greatest extent possible, La'a Kea will attempt to keep the investigation confidential. If the report appears to have merit, appropriate disciplinary action will be taken against the offender. Depending on the severity of the misconduct, and all the circumstances, the disciplinary action against the offender could vary from a warning to an immediate termination.

Discipline: Any employee who is determined to have engaged in sexual or other harassment, and/or discrimination which is in violation of this policy, will be subject to appropriate disciplinary action, up to and including immediate termination of employment.

Retaliation: La'a Kea expressly prohibits retaliation against another employee or individual who has complained in good faith of discrimination or harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint. If any employee feels he/she is being retaliated against, please report it to the ED, President of the Board or the Supervisor. Any employee who, retaliates against another employee or individual in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination.

WORKPLACE PROBLEM SOLUTIONS

Grievance Procedure

It is the intent of La'a Kea to create a climate of mutual trust, candor and respect, one in which problems can be resolved and in which grievances can be handled in a timely manner without reprisal to either party. For the purposes of this procedure, a grievance is defined as an allegation that a La'a Kea policy or procedure was violated, misrepresented, or misinterpreted. When misunderstandings or problems arise in connection with work, employees should discuss those misunderstandings or problems with their immediate

supervisor. La'a Kea believes that most matters will be satisfactorily resolved between the individual and the supervisor. However, if for any reason employees are not satisfied with their supervisor's proposed solution; they may take the matter up with a second level supervisor or the ED. If still not satisfied, employees may ask to speak directly with the ED about their problem. The decision of the ED is final.

Any complaint or problem that directly involves the ED may be brought in writing to the attention of the President of the Board of Directors. Such instance is investigated thoroughly and if disciplinary action is required it will be handled by the Board of Directors. The decision of the Board President is final.

If your problem involves any form of unlawful discrimination, including harassment, you should dispense with the grievance procedure and instead request an immediate meeting with the Supervisor, ED or the President of the Board of Directors.

C. GENERAL EMPLOYMENT POLICIES

DEFINITIONS OF EMPLOYMENT CLASSIFICATIONS

All Employees are classified as full time, part time or temporary as defined by La'a Kea.

EXEMPT vs. NONEXEMPT STATUS

Under the federal and state Wage and Hour laws, employees are classified as exempt or nonexempt employees. Classifications are dependent upon employees' primary duties.

"Exempt Employees" are those employees exempt from overtime pay under federal and state law.

Employees in this category do not earn overtime wages. Exempt employees are paid on a salary basis and regularly receive a predetermined amount of compensation each pay period, which is not subject to reduction because of variations in the quality or quantity of work performed.

It is our policy to accurately compensate employees in compliance with state and federal law.

Subject to the exceptions listed below, an exempt employee will receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Generally, if an employee is ready, willing and able to work, deductions may not be made for time when work is not available. However, exempt employees will not be paid for any workweek in which they perform no work.

Exceptions: Deductions from an exempt employee's salary may be made in the following circumstances:

- for unpaid absences of one or more full days for personal reasons other than sickness or disability;
- for unpaid absences of one or more full days due to sickness or disability, so long as the company maintains a paid sick leave plan or TDI coverage;
- to offset amounts received as a juror or witness, or for military pay;

- for penalties imposed in good faith for infractions of safety rules of major significance;
- for full or partial days not worked during the initial or final week of employment;
- for full day suspensions imposed in good faith for infractions of workplace conduct rules;
- for full or partial day absences in which an exempt employee takes unpaid leave under the Family and Medical Leave Act; and
- for pre-planned furlough days (full day absences) resulting in a fixed reduction in salary effective during a period when a company operates a shortened workweek due to economic conditions.

Employees who believe that an improper deduction has been made from their pay should immediately make a report to their supervisor, the ED, or President of the Board of Directors. Every report will be fully investigated and, if an improper deduction has occurred, the Company will reimburse the affected employee.

“Nonexempt Employees” are those hourly employees who do not meet the “Exempt Employee” classification and are therefore eligible to earn overtime pay at a rate of 1.5 times the regular hourly rate if they perform work in excess of forty (40) hours in a work week.

INTRODUCTORY PERIOD

For three months, new crew are required to undergo an introductory period during which they get acquainted with La’a Kea and learn how to perform their new job. During this time, both the employee and La’a Kea can determine whether further employment is appropriate. A formal performance evaluation is typically conducted at the completion of this introductory period. La’a Kea reserves the right to extend the introductory period. Successful completion of the introductory period does not guarantee your continued employment with La’a Kea for any period of time. Both during and after the introductory period, your employment is “at-will”. It may be terminated by either you or La’a Kea at any time, with or without cause or reason, and with or without notice.

ANNUAL REVIEW

Performance Appraisal

An employee’s job performance is subject to an annual review (minimum) by the Service Supervisor. The written evaluation covers the employee’s work performance for the previous twelve (12) months. New hires’ work performances are to be reviewed upon the completion of the introductory period.

Your supervisor will review the results of your written performance evaluation with you. The purpose of the review is to increase communication between your supervisor and yourself, and to provide both of you with an opportunity to discuss strengths, areas for improvement, training needs and guidance for the future.

During a performance appraisal, employees should also take the opportunity to discuss their performance with their supervisor. Employees are requested to sign the appraisal documents

to show it was reviewed and that they were given the opportunity to submit own comments. Pay reviews may not necessarily be conducted at the same time as performance appraisals

SALARY AND WAGES INCREASES

It is La'a Kea's policy to pay employees in accordance with their skill, performance and experience in the labor market. Periodically, La'a Kea monitors pay rates in the community and strives to provide fair pay rates and benefits to our employees. Some of the factors which may affect salary or wage rates include, but are not limited to, job classification, job responsibilities, the quantity and quality of work, and the overall economic health of La'a Kea. All questions regarding pay should be directed to your Service supervisor or the ED.

HOURS OF WORK / TIMEKEEPING

Work Week and Schedules

The work week is from Sunday at 12:01 a.m. through midnight on Saturday. Work schedules for crew vary throughout La'a Kea. Supervisors will email schedules prior to the work week. Work hours may vary, therefore flexibility is required. Staffing needs and operational demands, may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling is available in some situations which allow employees to vary their starting and ending times each work day within established limits. This may be possible if a mutually workable and beneficial schedule is approved by the Service Supervisor.

Nursing Mother / Lactation Breaks

Female employees who breastfeed their child ("nursing mothers") will be provided with reasonable break periods to express milk, for a period of up to one year after the birth of their child, unless it is an undue hardship to provide lactation breaks. Breaks to express milk may be taken during existing regularly-scheduled break periods, but may also be taken at other times during the course of the work day. Employees must give notice of their need to take a lactation break to their supervisor.

Nonexempt employees taking lactation breaks should clock in and out, or record their break time.

Nursing mothers who need to express milk during work should notify their supervisor and the ED. The Company will identify an appropriate private area for such breaks, shielded from view, and not subject to intrusion from co-workers or the public.

Break Periods

Meal breaks and rest breaks are not required for any employee who is 16 years or older. Employees at La'a Kea may take breaks as needed by working as a team with other crew members to be sure their duties are covered during their break.

Timekeeping

Accurate recording of actual time worked is the responsibility of every employee. Federal and State laws require La'a Kea to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees are responsible for accurately recording the time they begin and end their work. They must also record the beginning and ending time of any departure from work for personal reasons.

Falsifying or tampering with time records will result in disciplinary action, up to and including termination of employment.

ED will review and initial the time records before submission for payroll processing. An employee who works beyond his/her regular hours or regularly scheduled shift must have his/her time initialed by the ED showing approval of such additional time. If corrections or modifications are made to the time records, both the employee and the supervisor must verify the accuracy of the changes by signing the revised record.

Overtime

Overtime must be approved in advance by the ED or Service Supervisor.

Overtime is paid to nonexempt employees at the rate of one and one-half times the employee's straight time rate of pay for hours worked in excess of forty (40) hours in a work week. Holidays, vacations and other leaves of absence will not be considered hours worked for purposes of calculating overtime.

The overtime provisions do not apply to employees exempt under state or federal laws.

La'a Kea prohibits improper deductions being made from any employee's paycheck. If an employee believes that an improper deduction has been made from his/her pay, the employee should immediately report it to his/her direct supervisor and La'a Kea will take steps to promptly investigate the deduction. If La'a Kea determines that an improper deduction has been made, the employee will be reimbursed for the amount withheld.

There is no retaliation for bringing these matters to La'a Kea's attention the Company wishes to comply fully with its legal obligations.

PAY DAY

The pay periods run monthly for exempt/salaried employees with payday on the last day of the month. The pay periods run from the 1st to the 15th and 16th to the 30th/31st for nonexempt/hourly employees with pay day twice a month 72 hours after the close of each pay period. If checks are available early they will be given out. No advance of pay shall be made to any La'a Kea employee.

Direct Deposit

Employees may authorize deposit of paychecks directly into approved financial institution accounts at no cost to the employee. For direct deposits, employees must complete the proper authorization agreement and submit it to the bookkeeper. Participating employees will receive a pay stub in lieu of a paycheck on the established pay days. The pay stub will list the Company's name, the employee's name, the date of the payment, the pay period covered, the total hours worked, other compensation, withholdings, deductions, gross pay and net pay.

Employees may cancel their direct deposit arrangement at any time with reasonable notice to La'a Kea.

CHANGE OF PERSONAL INFORMATION

It is vital that La'a Kea maintains accurate and current personnel records for emergencies, income tax and benefit deductions. Accordingly, it is each employee's responsibility to notify the benefits coordinator of any change in name, residence address, phone number, authorization to work in the United States, marital status, Civil Union status, reciprocal beneficiary status, number of dependents or other personal information.

D. EMPLOYEE BENEFITS

INTRODUCTION

This section of the personnel guidelines handbook briefly summarizes the benefits currently available to eligible employees of La'a Kea. Plan documents should be consulted for all details regarding any benefit plans. La'a Kea retains full discretionary authority and control to terminate or amend any or all benefits at any time, and to interpret any and all provisions of this handbook or the other plan documents and to determine eligibility for the benefits as allowed by law.

HEALTH CARE BENEFITS

Health care benefits are provided in accordance with the Hawaii Pre-Paid Health Care Act. Employees are eligible for health care benefits on the first day of the month following the month in which they worked 20 or more hours for 4 consecutive weeks. Furthermore, during qualification an employee must receive a salary or hourly wage to be eligible.

Employees will be required to pay up to one-half of the premium for employee coverage provided that the cost does not exceed 1.5% of their gross monthly wages. Employees may also be required to pay for the additional cost of optional coverage.

If you are already covered as a dependent or you are already receiving health care under another medical plan, you should notify your supervisor. Form HC-5, State of Hawaii, Dept. of Labor & Industrial Relations, Employee Notification to Employer must be completed by ALL employees on an annual basis who claim exemption from health insurance under the Hawaii Prepaid Health Care Law.

Employees may choose to extend medical coverage to their immediate family (spouse and dependent children as allowed by the plan), domestic partner, or reciprocal beneficiary at their own expense; the charge for additional coverage will be deducted from employee paychecks upon receipt of written authorization. Dependents must be added upon initial enrollment or during La'a Kea's open enrollment period. No additions or changes can be made to your medical insurance outside of open enrollment and/or initial enrollment without a "qualifying event." Qualifying events are defined as:

- Involuntary loss of other medical insurance
- Birth of a child
- Marriage or divorce

- Adoption
- Court-ordered dependent coverage
- Change from part-time to full-time student status for unmarried dependents.

Upon separation of employment, health care benefits are active until the end of the month of separation.

COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under La'a Kea's health plan when a qualifying event would normally result in loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child no longer meeting eligibility requirements.

Under-COBRA, the employee or beneficiary pays the full cost of health insurance coverage at La'a Kea's group rates plus an administration fee of 2%. La'a Kea provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under La'a Kea's health insurance plan. The notice contains important information about the employee's rights and obligations.

VOLUNTARY BENEFITS

Additional employee-selected benefits are available to eligible employees. Voluntary benefits will vary based on selection made by La'a Kea. These benefits may include dental insurance, prescription drug coverage and vision. These voluntary benefits will be reviewed each year and selected at open enrollment. Voluntary benefits will be the responsibility of the employee to pay.

WORKERS COMPENSATION

The personal safety and health of La'a Kea's employees is of utmost importance. Employee safety will not be compromised. La'a Kea provides a safe and healthful environment, which includes routine staff trainings and thorough orientation on workplace safety.

The State of Hawaii has workers' compensation laws to provide benefits to employees for lost wages and medical bills resulting from a work related injury or illness. While workers' compensation covers employees lost wages, wages are typically at a lower pay scale than what you earn by working. Workers' compensation coverage is provided to all employees.

It is La'a Kea's policy and the employees' responsibility to report all work-related injuries and illnesses immediately to their supervisor and complete required injury forms. Qualification for workers' compensation benefits is determined by the state. Employee responsibilities are to keep appointments, follow all doctors' instructions on and off the job, maintain good communication with your supervisor, and to fully cooperate with all instructions you are given.

TEMPORARY DISABILITY INSURANCE

If you become disabled due to a non-work related illness, including pregnancy, you may be entitled to Temporary Disability Insurance (TDI). Eligible employees will currently receive

partial wage replacement benefits from TDI beginning on the eighth (8th) calendar day of the disability for up to 26 weeks. It is the employee's responsibility to apply for TDI benefits and to notify the employer of the needed time off.

HAWAII VICTIMS LEAVE ACT

As provided in the Hawaii Victims Leave Act ("HVLA" or "the Act"), employees with six (6) consecutive months of service may take up to five (5) days of unpaid victims leave per calendar year, if the employee or the employee's minor child is a victim of domestic or sexual violence (i.e. domestic abuse, sexual assault, or stalking). For purposes of this policy, "child" means an individual who is a biological, adopted, foster child, stepchild, or a legal ward of an employee.

Purpose of Leave: Victims leave may be for one of the following reasons:

- to seek medical attention for the employee or the employee's minor child for physical or psychological injury or disability caused by domestic or sexual violence;
- to obtain services from a victim services organization;
- to obtain psychological or other counseling;
- to relocate;
- to take legal action or participate in any criminal or civil proceeding related to the domestic or sexual violence; or
- to take other actions to enhance the health and safety of the employee, the employee's minor child, co-workers and business associates (e.g., obtain restraining orders).

Reasonable Accommodation: The Company will provide reasonable accommodation for a domestic or sexual violence victim, which may include, but is not limited to, such things as increasing security, screening phone calls or allowing flexible hours, absent undue hardship.

Notice to the Company: The employee must provide reasonable advance notice of the need for leave, unless doing so is not practicable due to imminent danger to the employee or the employee's minor child. While on leave, employees may be asked to provide weekly reports on the employee's status and whether they intend to return to work.

Certification of Leave: At the Company's request, the employee must provide appropriate certification of the need for leave. If requested certification is not provided, the request for protected leave may be denied. The type of certification that may be required will depend on the reason for taking the leave.

- Employee takes leave for medical attention for him or herself: If the employee is a victim of domestic or sexual violence and seeks leave for medical attention caused by the domestic or sexual violence incident(s), the Company may ask the employee to provide: (a) doctor's certification estimating the length of leave and the beginning and ending dates of the leave; and (b) another doctor's certification approving the employee's return to work.

- Employee takes leave for a reason other than his or her own medical care: If an employee takes victims leave for another reason, the Company may request that the employee provide a signed statement that: (a) the employee or the employee's minor child is a victim of domestic or sexual violence; and (b) the leave is for a reason covered by the HVLA.

Return to Work: It is Company policy to place employees returning from victims leave into the same position held prior to the leave or to a comparable position, without loss of service credits or benefits accumulated prior to the leave.

Confidentiality: Due to the sensitive nature of information related to an employee's request for or taking of victims leave, the Company treats such information as confidential. Our policy prohibits disclosure of such information unless: (1) the employee requests or consents to the disclosure; (2) a court or administrative agency orders the disclosure; or (3) the disclosure is otherwise required by federal or state law.

MILITARY LEAVE

Eligibility: It is Company policy to grant employees in the uniformed services (Army, Navy, Marines, Air Force, Army or Air National Guard, the reserves, the commissioned corps of the Public Health Service, or any other uniformed services designated by the President in time of war or emergency) a leave of absence for military service.

Pay: Military leave is generally considered an unpaid leave of absence. However, salaried exempt employees who perform work during a week in which they perform military service receive the difference in their regular salary and military pay for that workweek. All employees may use their accrued and available vacation or PTO for military leave, upon their request.

Group Health Care Benefits: For absences of less than 30 days, the Company will continue group health care benefits as if the employee has not been absent. For absences exceeding 30 days, employees may elect continued coverage for up to twenty four (24) months, at the employee's own expense which is up to 102% of the full premium. Upon return to work, the employee's health insurance will be reinstated with no waiting period.

Other Benefits: Non-seniority benefits such as vacation, sick leave, PTO, holiday pay, and life insurance are generally not continued while employees are on military leave, unless the benefits are offered to other employees on similar non-military leaves. Thus, you generally will not accrue vacation, sick leave, or PTO nor earn holiday pay during your absence. Your military leave, however, will count towards your length of employment so that upon your return to work, you will earn vacation, sick leave, and PTO at a rate designated for your employment period.

Upon reinstatement, you will also be entitled to seniority-based benefits that are rewards for length of service. The Company's contributions to retirement benefits will also be made to your retirement accounts upon reinstatement, to the extent required by law. The Company credits your time spent on military leave when calculating its contribution amount. You will also have an opportunity to make up your missed contributions after you are reinstated.

Notice: Employees must provide the Company with reasonable advance notice of military duty, unless military necessity prevents the employee from giving proper notice or it is impossible or unreasonable for the employee to do so. We also request that a copy of your military orders or other document verifying your military-necessitated leave be given to the ED.

Return to Work: If an employee does not return to work within the time required by federal law after his/her military leave has expired, the absence shall be treated as an unexcused absence and the employee may be deemed voluntarily terminated under our no call no show policy.

Employees must return to or reapply for work in accordance with the following schedule, depending upon the length of military service. For all leaves exceeding 30 days, please submit your application for reemployment to the ED and provide documentation that your application is timely, you have not exceeded the five-year limit on the duration of service while working at the Company, and that your separation/dismissal from service was not disqualifying (e.g., dishonorable discharge).

Period of Service	Time to Report or Apply for Reemployment
1 to 30 days	Employee must report for work at the beginning of the first full regularly-scheduled work period on the first full calendar day following the completion of the period of service and eight (8) hours following a safe transportation home.
31-180 days	Employee must apply for reemployment (written or verbal) no later than 14 days after completing service, unless it is impossible or unreasonable to do so.
More than 180 days	Employee must apply for reemployment (written or verbal) no later than 90 days after completing service.

Upon your return from military leave, it is Company policy to promptly place you in a position depending upon length of your military leave and your qualifications. Your position may be (a) a position you would have retained if had you been continuously employed ("escalator position"); (b) your pre-service position; (c) a position of like seniority status and pay to the escalator position or the pre-service position; or (d) a position that is the nearest approximation to the escalator position or the pre-service position. The Company will make reasonable efforts to help the employee become qualified for the appropriate position.

LEAVE FOR ORGAN, BONE MARROW OR STEM CELL DONORS

Employees with at least one year of service with the Company may take up to 7 days of unpaid leave for bone marrow or peripheral blood stem cell donation and up to 30 days of unpaid leave for organ donation, during each calendar year.

Written Verification Required: Employees who wish to take leave under this policy must submit written verification that (1) the employee is an organ, bone marrow or stem cell donor and (2) there is a medical necessity for such donation.

Relationship to Other Leaves: While leave taken for organ, bone marrow or stem cell donation is generally unpaid, employees may elect to use available paid leave (such as sick leave, vacation, or paid time off) while taking leave under this policy.

Return to Work: Employees who take leave for organ, bone marrow or stem cell donation will be restored to the position they held when the leave began, or to an equivalent position (except in cases where the Company declines to restore the employee to the position or equivalent position due to reasons unrelated to the employee's leave). If you have any questions or concerns regarding this policy, please contact the ED.

E. EMPLOYEE CONDUCT

GENERAL PERFORMANCE STANDARDS

An employee is expected to perform his/her job duties and responsibilities in a diligent and proper manner. This means:

1. Performing duties and responsibilities in accordance with established company procedures, standards of workmanship, applicable laws and regulations.
2. Exercising reasonable care in performing duties so as to avoid damage to or destruction of company property or the property of others, and to avoid injury to yourself and others.
3. Cooperating with coworkers to provide prompt and friendly service to customers, and to perform job duties and responsibilities efficiently.
4. Providing information to management to assist La'a Kea in conducting work-related investigations.

SAFETY AND HEALTH

Policy: The safety and health of our employees and clients continues to be of primary importance and is the first consideration in the operation of this business. No employee is required to work at a job he or she knows is not safe or healthful. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations similar to ours.

General Program: La'a Kea strives to maintain a safety and health program conforming to the best practices of organizations of this type. Our safety and health program generally includes:

1. Providing mechanical and physical safeguards to the maximum extent possible.
2. Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
3. Training all employees and clients in good safety and health practices.

4. Providing necessary personal protective equipment and instructions for its use and care.
5. Developing and enforcing safety and health rules and requiring that employees and clients cooperate with these rules as a condition of employment and/or participation.
6. Investigating every accident promptly and thoroughly, to find out what caused it and to correct the problem so that it won't happen again.

Employee Responsibilities: To be successful, a program must embody the proper attitude toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his or her coworkers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. This means you are required to:

1. Report all accidents, work injuries, damage to property, equipment or machinery immediately to your supervisor;
2. Refrain from horseplay;
3. Wear shoes and avoid loose clothing;
4. Avoid wearing jewelry that could contribute to an accident;
5. Keep all equipment guards in place;
6. Report any unsafe equipment or conditions to your supervisor immediately;
7. Inform your supervisor if you are taking any medication which could affect your responses (i.e., cause drowsiness, slow reflexes, numbness);
8. Make every effort to keep your work place neat and clean;
9. Know the safety and accident prevention practice and/or procedures which are applicable to your job; and
10. Report any injuries or illnesses to your supervisor as soon as practical.
11. Observe and practice the safety procedures established for your job. If you are not sure you thoroughly understand the job, ask your supervisor for further instruction or clarification.
12. Become familiar with the nearest fire extinguisher and fire escape routes;
13. Use personal protective equipment such as safety glasses, face shields, goggles, ear plugs, protective foot wear and knee pads;

14. Practice good housekeeping at all times. Keep work areas clean and orderly. Wipe up or contain all spilled materials and liquids immediately;
15. Do not attempt to push or lift objects that may be too heavy. Practice good lifting techniques: get a good grip, hold the load close to your body, keep your back erect, and lift with your legs not your back. Never twist your back when moving materials. If a load is too heavy, get help-know your limits.
16. Obey all local, state and federal occupational safety, health and environmental laws and regulations. Follow the workplace safety rules and procedures.

VIOLENCE PREVENTION AND REPORTING

The Company strives to create a safe work environment, and will not tolerate verbal or physical intimidation, harassment, violence, or threats of violence directed towards any of its employees. Any employee who believes that he/she has been subject to intimidation, harassment, or threats of violence made by a co-worker, customer, client, vendor, or other third party is encouraged to report the conduct as soon as possible to his/her supervisor or any management official.

All complaints of intimidation, harassment, violence, or threats of violence will be investigated promptly and will be kept confidential to the extent possible. Any employee who is found to have engaged in intimidation, harassment, violence, or threats of violence directed to another employee (or towards customers, visitors, or vendors), will be subject to discipline, up to and including termination of employment.

The Company strictly prohibits retaliation against any employee making a good-faith complaint under this Violence Prevention and Reporting policy, or against any employee who participates in the investigation of such a complaint.

BUSINESS ETHICS

All employees shall comply with all laws and maintain the highest standards of business ethics and conduct themselves in an honest, trustworthy, and ethical manner; avoid situations which might involve a conflict between their personal interest and that of La'a Kea. Activities, and those situations which create the appearance of conflict; and protect entrusted confidential and proprietary information held by La'a Kea. Employees must also avoid conduct on or off the job that may injure or harm La'a Kea's reputation in the community, including but not limited to criminal conduct. If you have any concerns about the business ethics of your employer or coworkers, we encourage you to contact your supervisor.

Under the Hawaii's Whistle Blowers' Protection Act, employees are protected against discharge, threats, or discrimination. Employers are protected from retaliation where the employee or a person acting on behalf of an employee: (1) reports or is about to report a violation, or suspected violation, of a state or federal law or regulation to a public body; or (2) is requested to participate in an investigation or hearing by a public body or court.

CONDUCT

The following Rules of Conduct have been adopted to ensure no misunderstanding on the part of employees as to what is expected of them. They are also designed to create and maintain a safe environment in which everyone treats others with consideration and respect.

These rules do not cover all circumstances considered unacceptable in the workplace. Additional rules may be added from time to time, and existing rules may be amended. Please contact your supervisor for additional information. All employees are expected to govern their activities and behavior by these standards of conduct in their relations with La'a Kea, fellow employees, management, clients and the public. To ensure orderly operations and provide the best possible work environment, La'a Kea expects employees to follow rules, policies and procedures that will protect the interests and safety of La'a Kea's clients, employees and the organization. It is not possible to list all forms of behavior that are unacceptable in the workplace. However, employee conduct of the type and variety described below is unauthorized and absolutely prohibited.

The following are examples of infractions of rules of conduct and are not intended as a complete and exhaustive list of all offenses which may result in disciplinary action, up to and including termination of employment:

1. Violation of any policy, procedure, guideline, or work site rule/regulation.
2. Inability to get along with coworkers or exhibiting behavioral extremes.
3. Dishonest acts of conduct.
4. Inability to appropriately to constructive feedback from supervisor or manager.
5. Theft of removal or possession of property belonging to La'a Kea without authorization or permission.
6. Falsification or omission of facts on time sheets, employment application or other records or reports.
7. Unauthorized possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating equipment or any vehicle.
8. Fighting, threatening either by words or actions, or committing any act of violence in the workplace.
9. Smoking in prohibited areas or near clients.
10. Neglect or carelessness or mischief which results in loss, damage or destruction of property or bodily injury.
11. Insubordination, refusal to obey instructions, disregard of any order or directive to perform work as required or assigned, or will full slowdown or neglect of duty.
12. Violation of safety or health rules.
13. Failure to report an accident, breakage of or damage to equipment, or falsifying a refusing to give testimony when accidents are being investigated.
14. Violation of the company's harassment policies.

15. Unauthorized changes in schedule or switches with other employees.
16. Repeated tardiness, absenteeism or unexcused absences, failure to properly notify supervisor of absence.
17. Conduct which violates common decency or morality, while performing job duties for La'a Kea.
18. Gambling in the workplace or during work hours.
19. Possession of firearms or weapons of any kind in the workplace.
20. Loitering on the workplace premises after hours.
21. Posting or removing notices or other materials on workplace bulletin boards or elsewhere on the workplace premises²¹. Violation of "no solicitation/distribution" policy.
22. Discourtesy in any form or disrespect to customers, client or employees; use of vulgarity or failing to render the appropriate degree of service or courtesy to any customer, client or employee.
23. Leaving work site without proper authorization.
24. If you do not call or show up to your job as scheduled, you may be terminated due to misconduct based on the unexcused absence.
25. Sleeping or giving the appearance of sleeping while on the job.

Disciplinary / Corrective Action and Termination of Employment

An employee who engages in improper conduct and/or conduct not in the best interest of La'a Kea is subject to discipline up to and including termination with or without prior notice, warnings or suspension.

Depending on the severity of the problem and the number of occurrences, disciplinary action may call for any of the four steps below:

1. Verbal warning/counseling (with written notification of the warning placed in employees file).
2. Written reprimand.
3. Suspension.
4. Termination.

Documentation of informal discussions and verbal warnings will be maintained by the supervisor. An employee does not need to sign the document of an informal discussion or verbal warning.

Progressive discipline is sometimes used in hopes of correcting inappropriate behavior. However, your employment is at-will; therefore termination of employment is always possible

at the election of La'a Kea at any time with or without reason if it is determined that the employee's conduct, either by itself or taken together with prior incidents, merits termination of employment.

If employment is terminated by La'a Kea, the employee will be paid wages due in full at the time of discharge, or not later than the next working day following discharge. The ED must approve all terminations.

CONFIDENTIALITY

Every employee is responsible for strictly guarding the privacy of client records and other information concerning La'a Kea business. This includes strict compliance with all requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). You are prohibited from disclosing any client information to other employees who do not need the information for La'a Kea business or to anyone outside of La'a Kea unless required by law (See HIPAA manual). Failure to comply with this confidentiality provision and those contained in the HIPAA manual, including but not limited to failure to comply with HIPAA protections, will result in discipline up to, and including, immediate discharge.

Employees of La'a Kea may also have access to confidential and proprietary information of La'a Kea, its clients, its donors, and others. This information may include, but is not limited to, financial information, donor information, client information and records, marketing and advertising information, insurance-related information, management structure information, internal policies and practices of La'a Kea, strategic plans, and personally identifying information.

For those working with confidential material, at the end of the day and on weekends all such materials must be placed in secured and locked files. All documents pertaining to personnel, legal, financial, operational business plans, company strategy, and other information of a restricted or confidential nature relating to the business, operations or financial affairs of the Company, as well as documents containing patient medical information and donor information, must be kept in such a manner that there is limited access and disclosure only to employees and others on a "need to know" basis.

This also includes documents or files containing personal information including but not limited to (name of a person, first name or last name) in combination with one or more of the following: (a) Social Security Number; (b) Driver's License or Hawaii Identification Card Number; or (c) Account number, credit or debit card number, access code, or password that would permit access to an individual's account number). Any missing confidential records, including patient records, or any inadvertent disclosure of confidential records to an unauthorized individual, must be reported to the ED immediately.

This information and all files, books, computer files and other paper or electronic records containing or reflecting this information are the sole property of La'a Kea. Such materials may not be copied for personal use, and may not be removed from work premises. The confidentiality of the information must be maintained at all times. Disclosure of confidential information to any third party (including other former or current employees) or use of confidential information by the employee for any reason other than for the performance of his/her duties as an employee of La'a Kea, without La'a Kea's written consent, is strictly prohibited. In the course of performing duties as an employee of La'a Kea, the employee

shall not use or disclose to any other La'a Kea employees any confidential information of a former employer, or otherwise breach any obligation of confidentiality the employee may have to a former employer.

Failure to comply with this policy may result in disciplinary action, up to and including immediate termination of employment. If an employee's employment with La'a Kea is terminated, the employee must promptly return to La'a Kea all files, books, computer files, keys, uniforms, and other paper or electronic records and all copies thereof of any nature pertaining to La'a Kea's work or that have come into the employee's possession as a result of the employee's employment by La'a Kea.

DRUG FREE WORKPLACE POLICY

La'a Kea recognizes the importance of and is committed to protecting the health, safety and well-being of its employees, clients and the general public in the workplace. To assist us in achieving this goal and to comply with the Drug-Free Workplace Act of 1988, La'a Kea has adopted the following policy to achieve a drug-free and alcohol-free workplace.

Applicability

Any individual who conducts business for La'a Kea, is applying for a position or is conducting business on La'a Kea's property is covered by our Drug-Free Workplace policy. Our policy includes, but is not limited to full-time employees, part-time employees, temporary employees, casual employees and applicants. This policy applies during all working hours, whenever representing or conducting business for La'a Kea, and while on La'a Kea property or work sites at any time.

All employees must comply with all terms of this Policy as a condition of employment with La'a Kea.

Prohibited Behavior

The unlawful manufacture, distribution, sale or attempted sale, dispensation, possession or use of controlled substances is prohibited. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to determine whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, patients, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify his/her supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of this policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deteriorates and/or accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the ED in writing within five (5) calendar days of the conviction. La'a Kea will take appropriate action, including disciplinary action, within thirty (30) days of notification. Federal contracting agencies will be notified, if applicable, within ten (10) days of the report.

Consequences

One of the goals of the Company's alcohol- and drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

If an employee violates the policy, he or she will be terminated from employment.

La'a Kea will not discriminate against any qualified employee who is a recovering alcoholic or drug user who is not currently using alcohol or drugs.

F. TRAVEL

PERSONAL VEHICLE OPERATION

The operation of a personal vehicle for Company business must always be done in a safe manner for your safety, and that of pedestrians and other drivers. It is important that you follow these rules:

- Do not operate a vehicle which you believe is unsafe until it has been checked and deemed safe by a qualified mechanic.
- Familiarize yourself with all local regulations and laws regarding the operation of motor vehicles and take your responsibility to observe them seriously. You and any passengers must wear seat belts at all times while the vehicle is in motion.
- You must possess a valid Driver's License. Changes in an employee's driving record must be reported to his/her direct supervisor immediately. If loss of driving privileges adversely affects your ability to perform requirements of your job you may be required to consider alternative employment or be terminated from employment with La'a Kea.
- La'a Kea does not carry liability insurance for leased or personally owned automobiles. Therefore, you must furnish a current clean driving record/abstract and proof of insurance.
- Be a courteous driver at all times.
- Report accidents to your supervisor immediately. Do not leave the scene of any accident in which you are involved until a police report is completed.
- Operate vehicles at safe and posted speed limits at all times.
- Do not use cell phone calls while driving on company business: Due to safety concerns, employees who are driving a vehicle while on company-related business (for example, to attend a meeting, or to visit a customer) are prohibited from using any cell phone (including personal phones) while driving. If you need to make or receive a call while you are operating a vehicle during working time, or are driving on a company-related errand, you must safely park your vehicle before using the cell phone.
- Do not make work-related cell calls when driving at any time: Employees are also prohibited from making or receiving work-related cell phone calls while operating a motor vehicle, even if the employee is not working, and even if the employee has a hands-free device available. If you receive a work-related cell phone call while

driving during off-work periods, you should either wait until you reach your destination to return the call, or safely park your vehicle before returning the call.

If you receive any traffic fines, violations, or cause damage to your personal vehicle while on company business, you must report them to your direct supervisor immediately. You may be responsible for the costs or damages incurred, to the extent permitted by applicable laws.

The use of alcohol, drugs, or controlled substances that may impair judgment is PROHIBITED. If you are under a doctor's care and taking prescription medication, you must notify your supervisor before you operate a vehicle.

Violations of any of these rules may be cause for disciplinary action, up to and including dismissal.

Employees are to read the following statements and sign below to indicate receipt and acknowledgment of the La'a Kea Personnel Guidelines.

I have received and read a copy of the La'a Kea Personnel Guidelines and I understand that the Personnel Guidelines supersede any guidelines, appendices, policies and procedures that may have been previously issued. I also understand that it is my responsibility to read and learn the policies and rules contained in the Personnel Guidelines. I understand that the policies, rules and benefits generally described in it are subject to change at the sole discretion of La'a Kea at any time.

I understand that the language in the La'a Kea Personnel Guidelines is not intended to create a contract or agreement between La'a Kea and myself. No person other than the ED has authority to enter into any written or oral contract or employment agreement and all employment agreements must be in writing signed by both the ED and the employee.

I further understand that my employment is terminable at will, either by myself or La'a Kea, without need for reason or advance notice.

I understand that violations of Company rules and policies may be cause for disciplinary actions, up to and including termination. I understand that in case of termination or resignation, it is my responsibility to return all property belonging to La'a Kea by my last day of work.

I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the La'a Kea Personnel Guidelines.

Employee's Printed Name

Current Position

Employee's Signature

Date

This acknowledgment has been signed by the employee and a copy of the acknowledgment is retained in the employee's personnel file. This copy is for the employee's reference only.