



Board of Directors

Agenda

Clubhouse Four
Tuesday, April 23, 2019
10:00 a.m.

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
- 4) Announcements/Service Awards/Staff Commendation
- 5) Seal Beach City Council Member's Update
- 6) Health Care Center Update
- 7) Shareholder/Member Comments

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4 - minute limit per speaker, when there are no more than 15 speakers
- 3 – minute limit per speaker, 16 - 25 speakers
- 2 – minute limit per speaker, over 26 speakers

- 8) Consent Calendar (pp. 1-2)
 - a) Minutes of the Recreation Committee Board Meeting of March 4, 2019
 - b) Minutes of the Executive Committee Board Meeting of March 8, 2019
- 9) Approval of Minutes
 - a) March 26, 2018 (pp. 3-20)
- 10) Reports
 - a) Facilities and Amenities Review (FAR) Ad hoc Committee
 - b) Management Services Review Ad hoc Committee
 - c) Strategic Planning Ad hoc Committee
 - d) Health Care Center Advisory Board

11) New Business

a) General

i) Adopt Policy 20-2841-2, Graphic Design Services (**TENTATIVE VOTE**) (Mr. Pratt, pp. 21-22)

ii) Approve March GRF Board Report (Mr. Dodero, pp. 23-30)

b) Executive Committee

i) Approve Amended Employee Handbook (Mr. Lukoff, pp. 31-102)

ii) Rescind Position Description 3491.6, Parking Enforcement Specialist (Mr. Gould, pp. 103-106)

iii) Non-budgeted Operating Funding Request - Approve Applicant Tracking System (Ms. Isom, pp. 107-108)

c) Finance Committee

i) Accept March Financial Statements (Ms. Winkler, pp. 109-114)

ii) Approve Funds Transfer Request – Reserve Funds (Mr. Lukoff, pp. 115-116)

iii) Approve CD Purchase – Reserve Funds (Ms. Heinrichs, pp. 117-118)

iv) Approve CD Purchase – Capital Improvement Funds (Mr. Friedman, pp. 119-120)

v) Adopt Policy 20-1450-1, Guidelines for Leasing of Trust Property (Ms. Rapp, pp. 121-126)

vi) Amend Policy 40-5061-2, Fees (Ms. Winkler, pp. 127-132)

d) Mutual Administration Committee

i) Accept Revised Seal Beach Leisure World Buying and Selling Handout (Ms. Snowden, pp. 133-142)

ii) Authorize the Mind Booster Workshop (Mr. Stone, pp. 143-146)

e) Physical Property Committee

i) Capital Funding Request – Replacement of Fountain, Golf Course Lake (Ms. Gerber, pp. 147-150)

f) Recreation Committee

i) Amend Policy 1445-52, Mission Park Programs (Mrs. Perrotti, pp. 151-154)

12) Staff Reports

Director of Finance's Report – Ms. Miller

Executive Director's Report – Mr. Ankeny

13) Board Member Comments

14) Next Meeting/Adjournment

Next GRF Board of Directors meeting, Tuesday, **May 28, 6 p.m.**, Clubhouse Four

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following March 2019 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of March 4, 2019
- Minutes of the Executive Committee Board Meeting of March 8, 2019

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, please see a staff member in the Administration Office.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
MARCH 26, 2019**

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, March 26, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Janet Isom, newly elected GRF Director, representing Mutual Sixteen, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt, L. Stone, Gerber, Gould, Hopewell, Rapp, Fekjar, Doderio, Winkler, Heinrichs, Friedman, Isom, and Moore were present. The Executive Director and the Director of Finance were also present. Directors Findlay and Lukoff were absent.

Sixteen Directors were present, with a quorum of the voting majority.

PRESIDENTS COMMENTS

First, I would like to thank the 500+ members who showed up for the Facilities and Amenities (FAR) Town Hall last Wednesday. What a great turnout. I'm sure US Congressman Harley Rouda realizes he picked the wrong day to visit Leisure World! He probably thought everyone one was there for him.

Mark your calendar, the next meeting for FAR will be held on Friday, April 26th, at 1 p.m., here in Clubhouse Four. We are anticipating another large attendance. At that time, you will hear the results of the petitions, and a summary of the comments and concerns that were voiced at the Town Hall meeting and recorded by the two secretaries in attendance.

This Thursday, March 28, is a Security Town Hall beginning at 6 p.m. in Clubhouse Four. Please attend to hear the latest information regarding your security. Your comments, concerns and helpful suggestions for solutions are very welcome and encouraged.

At every one of the GRF meetings, all comments are taken into consideration. But remember that

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of the 6,608 members, there will most likely be 6,608 different opinions! Actually, we have over 9,000 residents so maybe I should say 9,000 opinions! All Board debate, and, hopefully decisions, start with the question: what is the best solution for the majority of all members?

Please note that in your agenda package, on pages 23-24, under Section 10, New Business, item ii, there is a motion to the GRF BOD requesting the City of Seal Beach and the City Council to pass a resolution designating Leisure World Trust streets for combined use for golf carts and vehicles if the Seal Beach Police Department were to begin enforcing traffic laws within Leisure World.

On March 29 at 10 a.m., in the Administration Conference Room, there will be an informal meeting for all members considering running for the GRF Board of Directors. This is the perfect time for all of those pesky questions to be answered by current and knowledgeable Directors. Mutuals 1, 3, 5, 7, 9, 11, 15 and 17 have seats open for election. The deadline for submitting applications is Friday, April 5, at 4:30 p.m., Stock Transfer Office. So, please give considerable thought to running as a GRF Director for your Mutual.

On May 28, the GRF Monthly Board Meeting will be held at night, at 6 p.m. Please mark your calendars! This will be the last evening meeting of the 2018-2019 term.

And now to the business at hand.

ANNOUNCEMENTS

The President introduced the new Security Services Manager, Ginni Houck. The GRF Board of Directors met in Executive Session on February 26 and March 1, 2019, to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

Two employees were recognized with a service award.

Taylor Greene	Library	5 years
Anne Walshe	Recreation	5 years

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council Member Sandra Massa Lavitt was unavailable to attend today's meeting.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

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- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16 - 25 speakers
- 2 minute limit per speaker, over 26 speakers

Three members offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following Committee meetings:

- Minutes of the Recreation Committee Board Meeting of February 4, 2019
- Minutes of the Executive Committee Board Meeting of February 8, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of February 13, 2019
- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of February 19, 2019

APPROVAL OF BOARD MEETING MINUTES

The minutes of the February 26, 2019 meeting and the March 18, 2019 Special meeting were approved, as presented.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

The Chair of the Management Services Review Ad hoc Committee was not available to present a report on the progress of the Ad hoc Committee.

The Chair of the Strategic Planning Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

The Health Care Center Advisory Board advised that the Board did not meet last month.

NEW BUSINESS

General

Rescind GRF Board of Directors' Action of August 28, 2018 re: Main Gate Delineators

At the regularly scheduled August 8, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed a proposal for gate delineators to replace existing traffic cones and unanimously moved to forward a request to the Finance Committee for available Capital funding, in the amount of \$5,5000, and, upon securing funding, forward a request to the GRF Board.

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The current main gate delineators consist of several types of construction type cones, free standing post and delineators. These are subject to being blown over, and appear, unless new, dirty and inconsistent with the general appearance of the front entrance. The Committee recommended replacing with yellow Poly Guide Post Delineators, with reflective materials.

At its regularly scheduled meeting of the Security, Bus and Traffic, on March 13, 2019, it was the consensus of the Committee to recommend the GRF Board rescind the action of August 28, 2018, for installation of main gate delineators due to the fact that this equipment is no longer needed due to the proposed new access system.

Ms. Stone MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present-

TO rescind the GRF Board of August 28, 2018, approving installation of Main Gate delineators due to the fact that this equipment is no longer needed due to the proposed new access system.

Supplemental Request to the City of Seal Beach re: Exemption for Golf Carts

The Board of Directors received numerous communications from residents sharing their concerns regarding traffic and pedestrian safety inside the community. Concerns included all types of violations, from red light violations to non-compliance with posted stop signs and excessive speed. After careful deliberation, a proposal was made by the GRF Board to review the possibility of having Seal Beach Police Department enforce traffic laws within the community. Before this could possibly occur, the streets within Leisure World would have to be certified to meet the same standard as any public street outside the community. This would entail having a Certified Traffic Engineer certify that LWSB streets meet the standards of the California Manual on Uniformed Traffic Control Devices (CAMUTCD). On February 14, 2019, the Certificate of Compliance was received (approximate cost - \$200,0000).

The Seal Beach Police Department have stated that if they were to enforce traffic laws inside the community, they would be required to enforce all traffic laws, including those laws regarding golf carts. Over 450 golf carts are registered at Leisure World; these golf cart users have expressed concern over the possibility of Seal Beach PD enforcing traffic laws inside the community since this would mean that certain golf carts would have to be registered and licensed by the DMV, have proper insurance, and the operator of the golf cart would need a driver license (this does not apply to two seater golf carts that are under 1300 pounds and go 15 miles or less). Many of the golf carts used in Leisure World hold more than two people and weigh more than 1300 pounds.

Some California Vehicle Code sections may exempt Seal Beach Police from enforcing golf cart laws inside of the community. If the City Council makes a determination that city police resources be sent into Leisure World for traffic enforcement, we believe that we meet or exceed all required laws and regulations regarding golf carts.

Mr. Gould MOVED, seconded by Mrs. Perrotti -

TO pass a resolution designating trust streets for combined use for golf carts and vehicles and request Trust streets be posted, pursuant to CVC 21115(a).

Eight Directors and the Executive Director spoke on the motion.

Mr. Gould withdrew his motion. Mrs. Perrotti withdrew her second.

Ms. Snowden MOVED, seconded by Ms. Gerber and carried unanimously by the Board members present-

TO refer this item back to the Security, Bus and Traffic Committee, including the determination of vehicles within the community that would not qualify as "carts".

Approve March GRF Board Report

The monthly GRF Board report shall contain the GRF BOD meeting recap, GRF Committee and Ad hoc Committee monthly summaries of action and the Financial Recap page, as established by the Executive Committee on February 9, 2019.

Mr. Stone MOVED, seconded by Mr. Friedman and carried unanimously by the Board members present-

TO approve the March GRF Board Report, as presented.

Ratification of Emergency Action, by the Executive Director, re: Water Heater Replacement, Clubhouse Four

On March 1, 2019, the 250-gallon hot water heater located in front of Clubhouse Four (asset ID 332) incurred a substantial failure, requiring emergency actions to replace the water heater to maintain operations of Clubhouse Four, in accordance with Orange County Health Department regulations.

The emergency service expenses, including replacement of water heater and associate's materials and fittings was \$6,284 (see attachments in the agenda packet).

Ms. Winkler MOVED, seconded by Mr. Dodero and carried unanimously by the Board members present -

TO ratify the emergency actions and related Reserves expenditures,

taken by the Executive Director, to replace the Clubhouse Four water heater, Reserve Asset ID 332.

Executive Committee

Non-budgeted Operating Funds Request – Employee Recognition Plaque

At its regularly scheduled meeting on February 8, 2019, the Executive Committee (EC) duly moved and approved to recommend to the GRF Board of Directors approval of non-budgeted operational expense, in an amount not to exceed \$3,000, for the purchase of a wall plaque for an Employee Recognition Wall Display, pending final design approval by the ADRC, after review by the Finance Committee for funding.

At its regularly scheduled meeting on February 18, 2019, the Finance Committee indicated that there are sufficient non-budgeted Operating funds available for this expense.

At its regularly scheduled meeting on February 27, 2019, the Architectural Design and Review Committee approved the plaque selection to be placed in the Administration building, first floor.

Mr. Doderer MOVED, seconded by Ms. Fekjar and carried unanimously by the Board Directors present-

TO approve non-budgeted Operating funding, cost center 20, Human Resources, not to exceed \$3,000, to purchase the materials for creating an Employee Recognition Display.

Finance Committee

Accept February Financial Statements

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the February 2019 financial statements for audit.

Mr. Friedman MOVED, seconded by Ms. Rapp and carried unanimously by the Board members present-

TO accept the February 2019 financial statements for audit.

Approve Funds Transfer Request – Reserve Funds

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the members discussed the liquid funds held in various financial institutions and noted a maturing CDAR that, at the time of maturity, will cause the total balances at that financial institution to exceed the FDIC insurance limit and therefore would not be in compliance with Policy 5520-31 – Reserves.

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The Committee passed a motion to recommend the GRF Board authorize the transfer of \$800,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of a \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

Ms. Hopewell MOVED, seconded by Mr. Friedman and carried unanimously by the Board members present-

TO approve a transfer of \$800,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of a \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

Acceptance of the 2018 Audited Finance Statements and Excess Income

At the regular scheduled meeting of the Finance Committee, the members reviewed the 2018 draft audited financial statements of the Golden Rain Foundation and the excess income reported herein. See Exhibit A in the agenda packet. The Committee passed a motion to recommend the Board accept the 2018 audited financial statements and, pursuant to Policy 5528-31 – Refund of Excess Income, to distribute the entire amount of the excess income of \$41,026 to the Mutuals.

Ms. Rapp MOVED, seconded by Ms Hopewell-

TO accept the final draft 2018 Golden Rain Foundation Financial Statements as of December 31, 2018, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above mentioned Financial Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$41,026 to be distributed in its entirety to the Mutual Corporations, pursuant to Policy 5528-31, Refund of Excess Income, and to authorize the President to sign the management representation letter (Exhibit B in the agenda packet).

The motion was carried with one no vote (R. Stone).

Approve Investment Advisor

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During the month of March, members of the Finance Committee met with The Shadden Group, Graystone Consulting, a business of Morgan Stanley, to discuss providing investment advisory services to the Golden Rain Foundation with respect to Reserve and Capital funds. The Managing Director of Wealth Management and two Vice Presidents also spoke at two previous Finance Committee meetings to discuss investment alternatives.

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the Committee passed a motion to recommend the GRF Board of Directors authorize the Finance Department to open an account in the name of the Golden Rain Foundation with the Shadden Group/Morgan Stanley to invest reserve funds from CDARs held at First Foundation Bank, as they mature.

Ms. Winkler MOVED, seconded by Ms. Rapp-

TO authorize the Finance Department to open an account in the name of the Golden Rain Foundation with Morgan Stanley, as represented by the Shadden Group, to invest reserve funds from CDARs held at First Foundation Bank, as they mature.

Six Directors and a representative from the Shadden Group spoke on the motion.

The motion was carried with one no vote (R. Stone).

Mutual Administration Committee

Amend 5-2115-4, Copy and Supply Center Fees

At its meeting on March 11, 2019, the Mutual Administration Committee requested Form 5-2115-4 be amended to include passport photos fees, at a cost of \$10, for two passport photos (no changes are needed to Policy 2115-44, Copy and Supply Center Business Services).

Ms. Snowden MOVED, seconded by Ms. Heinrich and carried unanimously by the Board members present-

TO amend Form 5-2115-4 to include passport photos fees, at a cost of \$10, for two passport photos.

FINAL VOTE: Amend Policy 1201-33, GRF Identification Cards

At its meeting on October 8, 2018, the Mutual Administration Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) amend Policy 1201-33, Photo Identification Cards.

At its meeting of October 23, 2018, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the

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November 2nd edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

No correspondence was received, regarding amendment of Policy 1201-33, Photo Identification Cards, during the 30-day notification to the membership period.

At its meeting of December 18, 2018, the Board of Directors voted to refer the Policy back to the Mutual Administration Committee, for further review.

At its meeting on January 14, 2019, the Mutual Administration Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) further amend Policy 1201-33, Photo Identification Cards.

At its meeting of January 29, 2018, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the February 7, 2019 edition on the *Leisure World Weekly*. As in November 2018, members were welcomed to submit their comments or questions to the Board Office on this matter.

One item of correspondence was received, regarding amendment of Policy 1201-33, Photo Identification Cards, during the 30-day notification to the membership period.

Ms. Hopewell MOVED, seconded by Mr. Moore-

TO amend Policy 1201-33, Photo Identification Cards, changing the title of the policy to “GRF Identification Cards”, increasing the fee for second and subsequent losses of ID cards to \$50, removing the reference to Policy 1801-33, amending the term “renter” to “renter/tenant”, and stating that the non-surrender fee “may” be waived, rather than “will” be waived in the case of a deceased member.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Physical Property Committee

Capital Funding Request – Reconfiguration, Building Five

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The Physical Property Department was tasked with providing cost at Building Five for the improvements and enhancements to the Security Office and Copy & Supply Center. The scope of work includes installing a service counter for the issuance of decals, relocating the Director's office into the area formerly used by Counsel on Aging, and the expansion of the Copy & Supply Center where a display area will provide a showroom of standard appliances available to members (exhibit A in agenda packet).

Cost was provided by Custom Glass for window and door installations and Service Maintenance provided an estimate for closing off a door and window, opening up the store front area in the Copy & Supply Center, installation of cabinets for the display area, modifications in the former Council on Aging area to accommodate Security, installation of LED lighting and T-bar ceiling and painting as needed. Cost for work stations in the proposed Security and Decal Center are proposed by Talimar. Costs are as follows: Service Maintenance - \$4,800, Custom Glass - \$4,925, Talimar - \$5,998, contingency – \$1,500 for a total cost of \$17,223.

The Physical Property Committee, at its regularly scheduled meeting on March 6, 2019, reviewed the scope of work and contractors' costs and unanimously recommended the Board award contracts to Custom Glass for window and door installations, Talimar for work stations and the Service Maintenance Department to prep and finish the project, as described above.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Capital funding for these projects and resolved funding is available.

Ms. Rapp MOVED, seconded by Mr. Dodero-

TO move to award a contract to Custom Glass, for the installation of doors and windows as proposed on estimate #11718, at a cost of \$4,925, and authorize the Service Maintenance Department, to prep and finish the project, as proposed on two estimates dated 2-4-19, for a cost of \$4,800, (materials) and Talimar for work stations, as proposed on estimate dated 3-1-2019, for cost of \$5,998, adding a contingency of \$1,500, for a total cost not to exceed \$17,223, and authorize the President to sign any contracts and the Physical Property Chair authorize any contingency funds.

Three Directors and the Executive Director spoke on the motion.

The motion was carried one no vote (R. Stone).

Capital Funding Request – Improvements, Clubhouse Four

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The Physical Property Department was tasked with providing cost at Clubhouse Four for the removal and replacement of lockers in the hallway, installation of two display cases, and the replacement of two hallway side doors. Custom Glass provided a total cost of \$3,450 to replace both side doors. The Service Maintenance Department provided an estimate of \$15,900 to replace the lockers and install two display cabinets.

The Physical Property Committee, at its regular scheduled meeting on March 6, 2019, reviewed the scope of work, cost, adding a contingency of \$1,500, and unanimously recommended the Board award a contract to Custom Glass and approve Service Maintenance for these repairs/replacements, after review by the Finance Committee, for a total cost not to exceed \$20,850.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Capital funding for this project, and resolved funding is available.

Mrs. Perrotti MOVED, seconded by Ms. Heinrich -

TO award a contract to Custom Glass, for the replacement of two side doors in the Clubhouse Four hallway, at a cost of \$3,450, and approve the purchase and installation of lockers and display cabinets, through the Service Maintenance Department, for a cost of \$15,900, adding a contingency of \$1,500, for a total cost not to exceed \$20,850, Capital funding, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.

Two Directors and the Executive Director spoke on the motion.

The motion was carried with one no vote (R. Stone).

Reserve Funding Request – Phase 1 and 2, Slurry Seal and Crack Fill, Trust Streets

Several Trust Property streets are scheduled for Slurry Seal Coat and Crack Fill; an RFP was sent to MJ Jurado to request cost and break down (see attached exhibit A) on the below list of streets under Phase One and Two. At the regularly scheduled meeting of the Physical Property Committee (PPC), on March 6, 2019, the Committee unanimously moved to request the GRF Board award a contract to MJ Jurado to complete Phase One and Two, for a total cost not to exceed \$300,000, pending review by the Finance Committee, and requests variance to Policy 5506-31, Request for Proposal:

2.3.1 Proposals in Excess of \$100,000

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Except as otherwise provided in this policy, all proposals to award contracts in excess of \$100,000 shall call for sealed proposals unless authorized by committee and/or board.

All proposals for contracts where the estimated expenditure for construction work is in excess of \$100,000 shall include the cost for performance and completion bonds.

Note: Due to the addition of concrete on Weeburn, no slurry will be needed, and funding can be used as contingency funds.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available funding for this Reserve project, and unanimously resolved funding is available.

Ms. Gerber MOVED, seconded by Mr. Doderio -

TO award a contract to MJ Jurado, to slurry seal and crack fill Phase One and Two of Trust Streets, and requests variance to Policy 5506-31, Request for Proposal, section 2.3, Proposals in Excess of \$100,000, for a cost not to exceed \$300,000, Reserve Funds, and authorize the President to sign the contract, and the Physical Property Chair authorize any contingency funds.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Capital/Operating Funding Request - Automatic Door, News Building

The Physical Property Department was tasked with providing cost at Clubhouse Four for the removal and replacement of lockers in the hallway, installation of two display cases, and the replacement of two hallway side doors. Custom Glass provided a total cost of \$3,450 to replace both side doors. The Service Maintenance Department provided an estimate of \$15,900 to replace the lockers and install two display cabinets.

The Physical Property Committee, at its regular scheduled meeting on March 6, 2019, reviewed the scope of work, cost, adding a contingency of \$1,500, and unanimously recommended the Board award a contract to Custom Glass and approve Service Maintenance for these repairs/replacements, after review by the Finance Committee, for a total cost not to exceed \$20,850.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Capital funding for this project, and resolved funding is available.

Mr. Gould MOVED, seconded by Ms. Fekjar-

TO award a contract to Axxess Doors, for the installation of an automatic door opener at the News Office, for a cost not to exceed \$3,626, including \$500 contingencies, Capital/Operating funding, and authorize the President sign the contract.

Three Directors, the Executive Director and the Facilities Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Reserve Funding Request – Replacement of Asphalt/Concrete, Trust Property

Due to above seasonal normal rainfall, asphalt failures have been noticed at the parking lots in front of Building Five, Clubhouse One and Fresh Meadows Lane requiring repair. The Physical Property Department was tasked with providing cost for the repair/replacement of the existing asphalt and concrete at these locations; furthermore, Mutual One is in the process of approving replacement of Mutual property sidewalks which are shared with Trust Property also in need of replacement (pending Mutual Approval).

Costs were obtained from MJ Jurado (attached in agenda packet) for both asphalt and concrete replacement and are as follows: Building Five, 2" grind and overlay - \$9,407, Clubhouse One, 2" grind and overlay - \$14,965, Fresh Meadow Lane, R/R with concrete - \$21,914, Trust Property adjacent to Mutual One (pending Mutual approval) - \$19,230.

The Physical Property Committee, at its regular scheduled meeting on March 6, 2019, reviewed the scope of work, contractors' cost, adding a contingency of \$4,000, and unanimously recommended the Board award a contract to MJ Jurado for the repairs after review by the Finance Committee and requests variance to Policy 5506-31, Request for Proposal:

2.2 Proposals from \$25,000 to \$100,000

Proposals to award contracts where the estimated expenditure is greater than \$25,000 and less than \$100,000 shall call for written competitive proposals, either sealed or open.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Reserve funding for this project, and resolved funding is available.

Ms. Gerber MOVED, seconded by Ms. Hopewell-

TO award a contract to MJ Jurado, for the repair and replacement of the existing asphalt at the Building Five and Clubhouse One locations, Fresh Meadow Lane area, and replace portions of Trust property in

conjunction with the Mutual One project, pending Mutual approval, and request variance to Policy 5506-31, Request for Proposal, section 2.2, Proposals from \$25,000 to \$100,000, for a cost not to exceed \$ 69,516, including \$4,000 contingencies, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.

Six Directors, the Executive Director and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Operating Funding Request – Approve Elevator Maintenance Contract

The Preventive Maintenance Elevator Service Contracts at Building 5, Clubhouse 6 and the Administration Buildings will soon expire. The Physical Property Department sent out a RFP for this service to three vendors; two bids were received (no bid was received from Performance Elevator Contractors), for a five-year contract, and are as follows:

	Per Month, for 3 elevators	Annually, for 3 elevators
ThyssenKrupp Elevator	\$ 690	\$8,280
Amthech Elevator Service	\$ 765	\$9,180

The current cost for this service, with ThyssenKrupp Elevator, is \$857 per month and is included in the 2019 budgets separately under cost centers 29, 55 and 56.

At the regular scheduled meeting of the Physical Property Committee (PPC), on March 6, 2019, the Committee unanimously moved to request the GRF Board award a contract to ThyssenKrupp Elevator.

Mr. Pratt MOVED, seconded by Mr. Stone and -

TO award a contract to ThyssenKrupp elevator to service and maintain elevators at Building Five, Clubhouse Six and the Administration Building, for a five-year period, at an annual cost of \$8,280, and authorize the President to sign the contract.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Recreation Committee

Reserve Funding Request – Window Blinds Replacement, Clubhouse Three

The Recreation Committee, at its meeting on March 4, 2019, approved the replacement of all the blinds in all the rooms in Clubhouse Three (with the exception of the sliding glass doors), using the same style of roller blinds used in the Clubhouse Three sewing room and other Clubhouses within the community, approved by the ADRC. The existing blinds used in Clubhouse Three need constant repairs by staff to replace the slats and the head rails are starting to require repairs also.

Coast Factory Blinds has provided a quote to complete the replacement of all the remaining window blinds in Clubhouse Three, in an amount not to exceed \$8,296.23.

At its March 18, 2019 meeting, the Finance Committee approved funding for the purchase and installation of new blinds, for Clubhouse Three, in an amount not to exceed \$8,296.23, Reserve funding.

Mr. Moore MOVED, seconded by Ms. Hopewell-

TO approve the purchase and installation of new blinds, from Coast Factory Blinds, in all the rooms in Clubhouse Three, in an amount not to exceed \$8,296.23, Reserve funding, and to authorize the President to sign any applicable contracts.

Two Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Operating Funding Request – Approve Janitorial Contract

The janitorial contract is expiring on April 30, 2019. The Recreation Department sent out the attached request for proposal (RFP) to eight contractors, and held a bidder's conference on February 8, 2019, with four bidders in attendance. At its March 4, 2019 meeting, the Recreation Committee reviewed the bids from four contractors (presented in the agenda packet).

Following a discussion on the incumbent contractor's performance, the Committee unanimously agreed to recommend the Board award a contract to Innovative Cleaning Services, for a three-year term, in the amount of \$4,586,544.00, Operating funding.

Mrs. Perrotti MOVED, seconded by Mr. Moore-

TO award a contract to Innovative Cleaning Services to provide

community cleaning Services, for a cost not to exceed \$4,586,544.00, for a three-year period, Operating funding, and to authorize the President sign the contract.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Operating Funding Request – Contract for eBook Content

At its regularly scheduled meeting on March 4, 2019, the Recreation Committee (RC) reviewed the addition of eBook content to the library catalogue. Staff recommended OverDrive, a content distribution service, to provide eBook content to the library catalogue, at a cost not to exceed \$6,000, which had been budgeted for the project in 2019, Operating funding.

Ms. Heinrichs MOVED, seconded by Mr. Friedman-

TO recommend the GRF Board approve a contract with OverDrive, to add eBook content to the Library catalogue, at a cost not to exceed \$6,000, Operating funding budgeted in 2019, and authorize the GRF President to sign all applicable contracts.

Nine Directors and the Executive Director spoke on the motion.

The motion failed to carry unanimously.

CONTROLLER'S REPORT

The Finance Director provided a financial report earlier in the meeting.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director provided a written report for the Board.

BOARD MEMBER COMMENTS

Fourteen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 12:33 p.m.

Suzanne Fekjar
GRF Corporate Secretary
dfb

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS DEPARTMENT
SUBJECT: ADOPT 20-2841-2, GRAPHIC DESIGN SERVICES **(TENTATIVE VOTE)**
DATE: APRIL 2, 2019
CC: FILE

At its meeting on April 11, 2019, the Communications Committee recommended the adoption of 20-2841-2, Graphic Design Services. Increasingly, the LW Weekly staff are requested to provide graphic design services which are not part of the services provided.

I move to tentatively adopt 20-2841-2, Graphic Design Services, as presented, pending a 30-day notification to the members, and a final decision by the GRF Board of Directors on May 28, 2019.

ADMINISTRATION**NEWSPAPER SERVICES****ADOPT****Graphic Design Services**

Graphic Design Services are available if individuals or organizations do not have artwork that meets the requirements of the LW Weekly news.

1. The fee for graphic design services is \$40 per hour; one hour minimum is required. Additional fees may apply for the purchasing of stock images.
2. The estimated design time will be provided at the start of the service.
3. Express Design (1-2 hours)
 - a. Simple layout and typesetting
 - b. Vector-based/high resolution graphics
4. Custom Design (3-4 hours)
 - a. Layout and typesetting
 - b. Simple photo editing (including cropping and color adjusting)
5. Custom Design (5-7 hours)
 - a. Layout and typesetting
 - b. Photo editing (including cropping, color adjusting and cloning)
 - c. Creating vector elements

Policy
Adopted:

GOLDEN RAIN FOUNDATION
Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: APPROVE APRIL GRF BOARD REPORT
DATE: APRIL 17, 2019
CC: FILE

The monthly GRF Board report shall contain the GRF BOD meeting recap, GRF Committee and Ad hoc Committee monthly summaries of action and the Financial Recap page, as established by the Executive Committee on February 9, 2019.

I move to approve the April GRF Board Report, as presented.

The Golden Rain
Foundation provides an
enhanced quality of life
for our active adult
community of Seal
Beach Leisure World.



April 23, 2019

Approved Minutes

MOVED and duly approved the minutes of the February 26, 2019 Golden Rain Foundation (GRF) Board of Directors (BOD) meeting and of March 18, 2019 Special meeting were approved, as presented.

General – Rescind GRF Board of Directors' Motion of August 28, 2018 re: Front Gate Delineators

MOVED and duly approved to rescind the GRF Board action of August 28, 2018, approving installation of Main Gate delineators, due to the fact that this equipment is no longer needed due to the proposed new access system.

General – Supplemental Request to the City of Seal Beach re: Exemption for Golf Carts

MOVED and duly approved to refer the item back to the Security, Bus & Traffic Committee, including determination of vehicles within the community that would not qualify as “carts”.

General – Approve March GRF Board Report

MOVED and duly approved the March GRF Board Report, as presented.

General – Ratify Emergency Replacement, Water Heater, Clubhouse Four

MOVED and duly approved to ratify the emergency actions and related Reserves expenditures, taken by the Executive Director, to replace the Clubhouse Four water heater, Reserve Asset ID 332.

Executive Committee – Non-budgeted Operating Funding Request - Employee Recognition Plaque

MOVED and duly approved non-budgeted Operating funding, cost center 20, Human Resources, not to exceed \$3,000, to purchase the materials for creating an Employee Recognition Display, as described above.

Finance Committee – Accept February Financial Statements

MOVED and duly approved to accept for audit the financial statements for the month of February 2019, for audit, as presented by the Director of Finance.

Finance Committee – Approve Funds Transfer Request – Reserve Funds

MOVED and duly approved a transfer of \$800,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of an \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with the US Bancorp.

Finance Committee – Acceptance of the Final Draft, 2018 Audited Financial Statements and Excess Income Distribution

MOVED and duly approved to accept the final draft 2018 Golden Rain Foundation Financial Statements, as of December 31, 2018, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above mentioned Finance Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$41,026 to be distributed in its entirety to the Mutual Corporations, pursuant to Policy 5528-31, Refund of Excess Income, and to authorize the President to sign the management representation letter (Exhibit B in the agenda packet).

Finance Committee – Approve Investment Advisor

MOVED and duly approved to authorize the Finance Department to open an account, in the name of the Golden Rain Foundation, with Morgan Stanley, as represented by the Shadden Group, to invest reserve funds from CDARS held at First Foundation Bank, as they mature.

Mutual Administration Committee – Amend Policy 5-2114-4, Copy and Supply Center Fees

MOVED and duly approved to amend Policy 5-2114-4, Copy and Supply Center Fees, adding the service of passport photos, at \$10 for passport photos, as presented.

Mutual Administration Committee – FINAL VOTE: Amend Policy 1201-33, GRF Identification Cards

MOVED and duly approved to amend Policy 1201-33, GRF Identification Cards, changing the title of the policy to “GRF Identification Cards”, increasing the fee for the second and subsequent losses of ID cards to \$50, removing the reference to Policy 1801-33, amending the term “renter” to “renter/tenant”, and stating that the non-surrender fee “may” be waived, rather than “will” be waived in the case of a deceased member.

Physical Property Committee – Capital Funding Request – Reconfiguration, Building Five

MOVED and duly approved to award a contract to Custom Glass, for the installation of doors and windows as proposed on estimate #11718, at a cost of \$4,925, and authorize the Service Maintenance Department, to prep and finish the project, as proposed on two estimates dated 2-4-19, for a cost of \$4,800, (materials) and Talimar for work stations, as proposed on estimate dated 3-1-2019, for cost of \$5,998, adding a contingency of \$1,500, for a total cost not to exceed \$17,223, and authorize the President to sign any contracts and the Physical Property Chair authorize any contingency funds.

Physical Property Committee – Capital Funding Request – Improvements, Clubhouse Four

MOVED and duly approved to award a contract to Custom Glass, for the replacement of two side doors in the Clubhouse Four hallway, at a cost of \$3,450, and approve the purchase and installation of lockers and display cabinets, through the Service Maintenance Department, for a cost of \$15,900, adding a contingency of \$1,500, for a total cost not to exceed \$20,850, Capital funding, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.

Physical Property Committee – Reserve Funding Request – Phase 1 and 2, Slurry Seal and Crack Fill, Trust Streets

MOVED and duly approved to award a contract to MJ Jurado, to slurry seal and crack fill Phase One and Two of Trust Streets, for a cost not to exceed \$300,000, Reserve Funds, and authorize the President to sign the contract, and Physical Property Chair authorize any contingency funds.

Physical Property Committee – Capital/Operating Funding Request – Automatic Door, News Building

MOVED and duly approved to award a contract to Axxess Doors, for the installation of an automatic door opener at the News Office, for a cost not to exceed \$3,626, including \$500 contingencies, Capital/Operating funding, and authorize the President sign the contract.

Physical Property Committee – Reserve Funding Request – Replacement of Asphalt/Concrete, Trust Property

MOVED and duly approved to award a contract to MJ Jurado, for the repair and replacement of the existing asphalt at the Building Five and Clubhouse One locations, Fresh Meadow Lane area, and replace portions of Trust property in conjunction with the Mutual One project, pending Mutual

approval, for a cost not to exceed \$ 69,516, including \$4,000 contingencies, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.

Physical Property Committee – Operating Funding Request – Approve Elevator Maintenance Contract

MOVED and duly approved to award a contract to ThyssenKrupp Elevator, to service and maintain elevators at Building 5, Clubhouse 6 and the Administration Building, for a five-year period, at an annual cost of \$8,280, and authorize the President to sign the contract.

Recreation Committee – Reserves Funding Request – Window Blinds Replacement, Clubhouse Three

MOVED and duly approved the purchase and installation of new blinds, from Coast Factory Blinds, in all the rooms in Clubhouse Three, in an amount not to exceed \$8,296.23, Reserve funding, and to authorize the President to sign any applicable contracts.

Recreation Committee – Operating Funding Request – Approve Janitorial Contract

MOVED and duly approved to award a contract to Innovative Cleaning Services to provide community cleaning Services, for a cost not to exceed \$4,586,544.00, for a three-year period, Operating funding, and to authorize the President sign the contract.

Recreation Committee – Operating Funding Request – Contract for eBook Content

The motion to approve a contract with OverDrive, to add eBook content to the Library catalogue, at a cost not to exceed \$6,000, Operating funding budgeted in 2019, and authorize the GRF President to sign all applicable contracts, failed.

Recap of GRF Committees' Activity

March/April 2019

March 27, 2019, Architectural Design & Review Committee

- CONCURRED to forward the Veteran's Shade request to the Recreation Committee, to consider adding a wind brake to the Veteran's plaza, on the west side and bring back at a later date;
- CONCURRED to forward the channel fencing request to the Physical Property Committee, for review and bring back at a later day;
- CONCURRED Committee to address this agenda item at the next scheduled meeting. The Facilities Director was requested to bring back cost selections.

March 28, 2019, Service Maintenance Committee

- CONCURRED to include the laundry unit repair report in the staff report section of the agenda.

March 29, 2019, Special Recreation Committee

- MOVED to recommend the GRF Board adopt Policy 14XX-50, Guidelines for Leasing Trust Property, as amended, pending Finance Committee review.

April 1, 2019, Recreation Committee

- CONCURRED to reinstate temporary use of the lockers in Clubhouse One;

- CONCURRED to request staff investigate access to the Orange County online library catalog for shareholders at the Leisure World Library In lieu of OverDrive;
- CONCURRED to request the Library Operations Supervisor draft a questionnaire, to be reviewed at the next Committee meeting, regarding shareholder interest in adult education classes.

April 3, 2019, Physical Property Committee

- MOVED to approve the completion of concrete/roof improvements-Medical Building #888-18;
- MOVED to recommend the GRF Board approve the purchase and installation of three floating fountains at the Golf Course Lake, using Unbudgeted Capital funds, at a cost not to exceed \$6,815, pending Finance Committee review to request staff bring back cost for flashing speed limit signs.

April 8, 2019, Mutual Administration Committee

- MOVED recommend the GRF BOD accept the amendments to the Buyer/Seller handout, post the handout on the website and request the Stock Transfer Office to begin distributing the handout to realtors;
- CONCURRED to support distribution of the Orange County Fire Authority Patient Information Form and cover letter, at a cost not to exceed \$500, to be coordinated by the Safety/Emergency Coordinator and to publish an article in the LW Weekly, prior to distribution of the form.;
- MOVED to authorize the Mutual Administration and Member Resource & Assistance Liaison to plan and facilitate the Life Options Expo, on June 1, 2019;
- MOVED to recommend the GRF BOD authorize the Member Resource & Assistance Liaison to plan and coordinate the Mind Booster workshop, inside the Leisure World Seal Beach community, with permission to use Clubhouse space, to accommodate 50+ residents;
- CONCURRED to request the Executive Committee discuss the establishment of a policy sub-committee to oversee policies transitioning from one GRF Committee to another.

April 10, 2019, Security, Bus & Traffic Committee

- CONCURRED to request the Fleet Manager to bring back a cost on the Access Bus and a cost for bus per rider off property;
- CONCURRED to request the Executive Director to obtain quotes on Fleet Consultants and schedule one for the next scheduled meeting;
- CONCURRED to request the Executive Director make a recommendation to the Finance Committee to split cost centers, such as hard repair cost, operational cost and budgeting expenditure numbers;
- CONCURRED to request the Executive Director to bring back bring back a cost estimate for staff to be classified for driver's license, class B.

April 11, 2019, Communications Committee

- CONCURRED to move forward with the option #2 of the Spotlight Magazine cover, as presented by the Director of Communications and Technology;
- CONCURRED to move forward with option #5 of the Annual Report cover, as presented by the Director of Communications and Technology, but reconsider the text;
- CONCURRED to move forward with option #2 of the LW Community Guide cover.

- CONCURRED to request the Director of Communications and Technology send out Requests for Proposal (RFPs) to digital marketing agencies for website redevelopment and send the links of the responders to all GRF Board members for review;
- MOVED to recommend the Finance Committee, in May, approve Policy 5050-34, Digital Billboards being renamed to Graphic Design Services;
- MOVED to present 20-2804-1 Community Newsletter Submissions, to the Interfaith Counsel for review.

April 12, 2019, Executive Committee

- MOVED to review the Handbook at the April meeting, after review by corporate counsel and incorporation of recommended changes received by the Committee;
- MOVED to forward a request for availability of funding to the Finance Committee, in an amount not to exceed \$3,000, Cost Center 20, non-budgeted Operating funds to purchase materials for creating an Employee Recognition Wall;
- MOVED to amend the position description 3194.1, Stock Transfer Assistant, as presented;
- MOVED to review the changes to the draft policy, External Communication, Authorized Spokesperson, recommended by the Committee, at the April meeting.

April 15, 2019, Finance Committee

- MOVED to recommend the GRF Board accept for audit, the financial statements for the month of March 2019, as presented by the Director of Finance and as reviewed by the Finance Committee;
- MOVED to recommend the GRF Board authorize the Finance Department to pursue the lockbox solution with Clickpay;
- MOVED to recommend the GRF Board authorize the transfer of \$500,000 of reserve funds from First Foundation Bank to Morgan Stanley, following the maturity of a \$500,000 CDAR on May 2, 2019, and to transfer \$500,000 from US Bank, for the purposes of maximizing insured funds and to invest with Morgan Stanley;
- MOVED to recommend the GRF Board authorize the purchase of brokered CDs from Morgan Stanley totaling \$1,000,000 of reserve funds from US Bank, with 12-month and 18-month terms at the prevailing interest rates at the time of purchase;
- MOVED to recommend the GRF Board request staff formulate a request for proposal, to secure auditing services for the years 2019, 2020 and 2021 and to provide a list of potential auditing firms for consideration;
- MOVED to recommend the GRF Board allocate Capital funding, for the installation of three floating fountains at the Golf Course Lake, in an amount not to exceed \$6,815;
- MOVED to allocate non-budgeted Operating funding to initiate the implementation of the Clear Company ATS as soon as administratively feasible and to cancel the subscription for ZipRecruiter as soon as the ATS is fully implemented, in an amount not to exceed \$1,168;
- MOVED to recommend the GRF Board adopt Policy 50-1450-1, Guidelines for Exclusive Leasing of Trust Property, as amended;
- MOVED to recommend the GRF Board adopt Policy 40-3326-1, Purchasing Warehouse Guidelines for Inventory and Non-Inventory Purchases, as presented, pending the Executive Director's presentation of the policy to President's Council, at the May meeting;
- MOVED to recommend the GRF Board amend Policy 40-5061-2, Fees, to reflect the amendment of the fee for additional Leisure World maps, to One (1) dollar from Five (5) dollars, as presented.

April 16, Information Technology Committee

- CONCURRED to request the IT Supervisor present information on NEST thermostats at the May Committee meeting;
- CONCURRED to request the IT Supervisor provide an update on the Point of Sale System at the May Committee meeting;
- CONCURRED to request the IT Supervisor provide an update on the Time Tracking Software at the May Committee meeting;

Financial Recap

March 2019

Financial Recap – March 2019

As of the two-month period ended March 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$156,966.

Major variances are:

Wages, Taxes & Benefits	149,005	Favorable: Wages \$68K; P/R Taxes \$18K; Workers' Comp \$12K; Group Ins \$41K; 401(k) Match \$9K
Temporary Agency Fees	(49,919)	Unfavorable: Temporary help for key positions.
Supplies	23,308	Favorable: Low requisitions in first quarter
Professional Services	14,260	Favorable: Less legal assistance than planned
Facilities Rentals & Maintenance	70,572	Favorable: \$37K Landscaping; \$18K Repairs & Maintenance; \$11K Service Contracts
Rental Income	(97,198)	Unfavorable: Lower unit sales than planned
Interest Income	39,095	Favorable: Actual yields > planned
News Advertising	(50,406)	Unfavorable: Budget planned more aggressive sales
SRO Labor Recovery	19,935	Favorable: Recoveries exceeds budget

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,674,988	\$1,905,639	\$7,769,349	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,713,166	\$242,432	\$1,470,734	8

Total year-to-date approved unbudgeted operating expenses are \$8,000.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE (CF)
SUBJECT: EMPLOYEE HANDBOOK REVISIONS
DATE: APRIL 12, 2019
CC: RANDY ANKENY, EXECUTIVE DIRECTOR

At the regularly scheduled meeting of the Executive Committee on April 12, 2019, the Committee reviewed proposed revisions, as recommended by Employment Legal Counsel, to the GRF Employee Handbook (Exhibit B), as part of our regular annual legal review for compliance to State and Federal laws.

Exhibit A provides a summary of the general amendments and modifications.

I move to approve the GRF Employee Handbook, as presented, and authorize the Executive Director to distribute the amended document as soon as administratively feasible.

Exhibit A

- Section I-B, Equal Employment Opportunity (Page 2) - Information regarding procedures for anonymous reporting of any unlawful discrimination was added.
- Section I-F, Prohibition Against Harassment and Complaint Procedure (Pages 4-5) - Information regarding procedures for anonymous reporting of any unlawful discrimination was added.
- Section V-A, Standards of Conduct (Pages 16-17) – List was revised to eliminate duplicates and for clarity. Additional wording added to include electronic data as company property.
- Section V-B, Progressive Discipline (Pages 17-18) – Section moved from Section V-F to position it next to list of terminable offenses.
- Section V-E, Tardiness and Absenteeism (Pages 19-20) – Clarification of No-Call, No-Show policy and of employee's obligation to call in.
- Section V-J, Non-Fraternization (Page 22) – Wording revised for clarification, and section regarding Consensual Relationship Agreement removed.
- Section V-R Internet, E-Mail and Electronic Communications Policy (Page 28) – Change wording from should/may to shall/must and add rule regarding backup of data and use of data on personal devices.
- Section V-S Social Media Policy (Pages 29-30) – Change wording from should/may to shall/must.
- Section VI-B, GRF Sick Leave Benefits (Page 33) – Wording edited to:
 - address the pro-ration of this benefit for full time employees working between 30 and 40 hours per week.
 - restate the reason for return-to-work notes.
 - remove statement regarding withholding sick leave pay – done for legal compliance.
- Section VI-D, Vacation (Page 36) – Removal of procedure to request advances on vacation pay.
- Section VI-E, Holiday Benefits (Page 36) – Addition of Martin Luther King, Jr. Day.
- Section VI-H, Employee Hiring Referrals (Page 39) – Addition of previously approved wording for Employee Hiring Referrals.
- Section VII-A, Family and Medical Leave (Page 42) – Redundant wording removed.
- VII-C, Alcohol and Drug Abuse Policy (Page 55) – Wording regarding testing for reasonable suspicion added.
- Section VII-D & F, Driving on Foundation Premises (Pages 55-56) – Section on employees' obligation to notify GRF of suspension or revocation of license moved to separate section.
- Section VIII-B Return of Foundation Property (Page 57) – Addition of electronic files and statement regarding legal action if property is not returned.
- Section IX-E, Rehire Eligibility (Page 58) – Wording added for reinstatement of sick leave benefits for employees with a break in service under 1 year.

Golden Rain Foundation



Leisure World, Seal Beach

Employee Handbook

Revised: May 2019

Golden Rain Foundation Leisure World, Seal Beach



Dear Team Members:

It is a great pleasure to welcome you to the Golden Rain Foundation of Seal Beach, California. We are pleased that you have decided to become a member of our team.

We have high standards of excellence, and we are committed to making your job challenging and satisfying. As you become acquainted with others at the Foundation, you will sense our level of professionalism. We encourage positive behavior towards your job and expect that you will fulfill your job responsibilities in a successful manner.

To assist you, we have created this Employee Handbook as your reference to basic information about your employment with Golden Rain. This Handbook sets forth the policies and guidelines which govern your employment with the Foundation. Please read this Handbook carefully and retain it for future reference. Should you have any questions regarding the information contained in this Handbook, please feel free to ask your Supervisor, Department Manager or the Human Resources Department for assistance.

These policies and guidelines are subject to revision by the Foundation from time to time to deal with changing conditions. If the Foundation makes such a revision, a new written policy will be issued as soon as reasonably possible and will prevail.

Again, welcome to the Golden Rain Foundation. It is our hope that you will find your career with us both challenging and rewarding.

Sincerely,

Randy L. Ankeny

Randy L. Ankeny
Executive Director

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I. INTRODUCTORY POLICIES

A. Introduction To Handbook

This revised Employee Handbook is intended to help acquaint employees with the Golden Rain Foundation - Seal Beach ("Golden Rain" or "the Foundation") by providing its human resources policies, work rules and benefits. It is designed to familiarize you with this information as easily and quickly as possible. This Handbook supersedes and replaces all previous Handbooks. It is important that all employees read, understand, and follow the provisions of the Handbook.

It is obviously not possible to anticipate every situation that may arise in the work place or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this Handbook change from time-to-time. Accordingly, the Foundation reserves the right to modify, supplement, rescind or revise any provision of the Handbook, other than the employment "at-will" provision, from time-to-time as it deems necessary or appropriate in its discretion. Employees will, of course, be advised of changes that occur. Any changes to this Handbook must be in writing and be approved and signed by the Executive Director and President of the Foundation. Any written changes to this Handbook will be distributed to all employees so that employees are aware of new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

As an employee of the Foundation, you are expected to adopt a high ethical standard of conduct in the performance of your duties. This consists of observing all work rules and treating fellow employees, shareholders and/or members, members of the Board of Directors, and others with courtesy and respect. At the Foundation, it is our goal to work in an atmosphere of integrity and trust. It is your responsibility to help maintain this atmosphere.

This Handbook is the property of the Foundation, and it is intended for your personal use and reference as an employee of the Foundation. This Handbook must be returned to the Human Resources Department upon your separation of employment.

B. Equal Employment Opportunity

The Golden Rain Foundation is committed to a policy of equal employment opportunity for all applicants and employees. It does not discriminate against qualified applicants or employees because of race, color, creed, religion, sex, gender (including gender identity and gender expression), pregnancy, national origin, ancestry, citizenship, age over 40, marital status, registered domestic partner status, physical disability, mental disability, medical condition, genetic characteristics, genetic information, sexual orientation, military and veteran status, or any other characteristic protected by state, local or federal law. Such laws also require reasonable accommodation of protected disabilities, religion and pregnancy. Equal employment opportunity will be extended to all persons in all aspects

of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, compensation, benefits, layoff, recall and termination.

This policy applies to all individuals involved in Foundation operations and prohibits unlawful discrimination by any employee of the Foundation, including supervisors, co-workers, and Board Members.

Any employee who believes that he/she has observed or been subjected to any form of unlawful discrimination should immediately submit a complaint to his/her Supervisor, Department Manager or the HR Director. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Foundation will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. The Foundation will treat such reports as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, employees who do not wish to identify themselves can report information anonymously through the external Anonymous Reporting Service for employees. Information on this service is posted on the Employee Notice bulletin boards in each department.

If the Foundation determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Foundation will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, your co-workers, or Board Members.

C. “At-Will” Employment Relationship

The employment relationship between you and Golden Rain is “*at-will*.” This Handbook is not intended to create an express or implied employment contract that is inconsistent with the fact that you and the Foundation have entered into an “*at-will*” employment relationship. Thus, in spite of the provisions set forth in this Handbook, your employment can be terminated at any time by you or the Foundation, for any reason or no reason, with or without cause, and with or without prior notice. Your “*at-will*” employment relationship cannot be amended by any practice or oral or written statement, and no implied contract concerning any employment related decision or terms and conditions of employment can be established by any other statement, policy, or practice. Your status as an “*at-will*” employee can be changed only by a fully-integrated written agreement signed by the President of the Foundation that expressly states an intention to change the “*at-will*” nature of your employment. This application does not constitute an agreement or contract for employment for any specified period or definite duration.

The employment relationship is only as good as our mutual satisfaction with each other. You have the right to resign any time you feel that it is in your interest to do so, for any reason or no reason, with or without cause, and with or without prior notice. The Foundation also retains the right to terminate your employment, at any time, for any reason not prohibited by law, with or without cause and with or without notice.

No provisions of this Handbook are intended to overrule the general principle of “*at-will*” employment, i.e., that your employment may be terminated for any reason or no reason at all, with or without cause, and with or without prior notice, at the option of either you or the Foundation.

D. Disability Accommodation

Reasonable accommodation will be provided to qualified individuals with a known physical or mental disability to apply for jobs and to perform the essential functions of their jobs unless it would cause an undue hardship.

Any employee who requires an accommodation in order to perform the essential functions of the job should notify his or her Supervisor, Department Manager or the Human Resources Director and discuss the need for an accommodation. The Foundation will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. If the accommodation is reasonable, will not impose undue hardship, and will not pose a direct threat to the health and/or safety of the individual or others, the Foundation will make the accommodation. The individual is required to fully cooperate with the Foundation in seeking and evaluating alternatives and accommodations. The Foundation may require verification of both the disability and the need for accommodation.

E. Religious Accommodation

The Foundation will make reasonable accommodation for employee observance of religious holidays and sincerely held religious beliefs or practices (including religious dress and grooming practices, such as religious clothing or hairstyles), unless doing so would cause an undue hardship on Foundation operations. If you desire religious accommodation, you are required to make the request in writing to the Human Resources Director as far in advance as possible.

F. Prohibition Against Harassment and Complaint Procedure

The Foundation is committed to providing a work environment that is free of discrimination and/or harassment including bullying. In keeping with this commitment, the Foundation maintains strict policy based on race, color, creed, religion, sex, gender (including gender identity and gender expression), pregnancy, national origin or ancestry, citizenship, age, sexual orientation, physical or mental disability, medical condition, genetic characteristics, genetic information, marital status, registered domestic partner status, military or veteran status or any other characteristic protected by the state or federal employment discrimination laws. This policy applies to all Foundation agents and employees, including supervisors and non-supervisory employees, and to nonemployees who engage in unlawful harassment in the workplace. It also extends to harassment of or by vendors, independent contractors and others doing business with the Foundation. Furthermore, it prohibits unlawful discrimination in any form, including verbal, physical and visual harassment, and prohibits retaliation of any kind against individuals who file a complaint in good faith or who assist in a Foundation investigation.

With this policy as well as our policies prohibiting improper e-mail and internet usage, the Foundation prohibits not only actions which are severe enough to be unlawful but also conduct and comments which are not severe enough to violate state and/or federal employment discrimination laws but which are still inappropriate in our work environment.

(i) Prohibited Conduct

The following is a partial list of prohibited behavior that will not be tolerated.

(a) Sexual Harassment

Sexual harassment includes many forms of offensive sexual behavior such as: Verbal (unwanted sexual advances, offering some employment benefits in exchange for sexual favors, derogatory or vulgar comments, epithets, slurs or jokes of a sexual nature, graphic verbal commentaries about an individual's body, or sexually degrading words used to describe an individual). Visual (sexual gestures, e-mails, pictures, cartoons, posters or objects, vulgar or obscene e-mails, letters, notes or invitations). Physical (physical conduct of an improper nature). Other (different treatment because of a negative response to sexual advances or because a voluntary relationship has ended). Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy.

(b) Other Prohibited Harassment

The Foundation also will not tolerate any harassment of an employee on the basis of race, color, creed, religion, sex, gender (including gender identity and gender expression), pregnancy, national origin, ancestry, citizenship, age over 40, marital status, registered domestic partner status, physical disability, mental disability, medical condition, genetic characteristics, genetic information, sexual orientation, military and veteran status or any other protected classification. Examples of such conduct which may violate this policy include, but are not limited to, verbal abuse of a racially derogatory nature; the use of racial or ethnic slurs; racially or ethnically disparaging words used to describe an individual; and racial, ethnic or other derogatory jokes, e-mail, written materials, drawings or cartoons which are racially or otherwise offensive.

(ii) Complaint Procedure

If an employee believes that he or she is being or has been unlawfully discriminated against or harassed on the job or believes the comments, gestures, or actions of an employee, including Department Managers, Supervisors, co-workers, GRF Board Members, Mutual Board Members, shareholders, as well as by any person doing business with or for the Foundation to be offensive or of a nature to impair the employee's working ability or emotional well-being, the employee should use the following procedure:

1. Every employee has a right to redress for unlawful discrimination or harassment. In order to secure this right, a complaint, preferably in writing, should be made to a Department Manager or Supervisor or

directly to the Human Resources Director, as soon as possible after any incident believed to be prohibited conduct. Employees who do not wish to identify themselves can report information anonymously through the external Anonymous Reporting Service for employees. Information on this service is posted on the Employee Notice bulletin boards in each department. The complaint should include the details of the incident or incidents, the names of the individuals involved, and the names of any witnesses. Department Managers and/or Supervisors will refer all such complaints to the Human Resources Director or the Executive Director, who will ensure that an effective, thorough, and objective investigation of the allegations is undertaken. This investigation will be completed with as much confidentiality as is possible without hindering the investigation and a determination regarding the allegations will be made and communicated as soon as practical.

2. If the Human Resources Director determines that inappropriate conduct has occurred, the Foundation will take effective remedial action. Any employee determined by the Foundation to be responsible for such conduct will be subject to appropriate disciplinary action, up to and including termination of employment. The Foundation will inform the complaining employee of the resolution of the complaint, including what action is taken, and the Foundation will take appropriate action to remedy any loss resulting from such conduct. Employees are encouraged to report any incidents of discrimination or harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

(iii) Retaliation

The Foundation may not retaliate and strictly prohibits retaliation against any employee who has, in good faith, opposed harassment, filed a complaint of harassment and/or discrimination, or participated in any proceeding involving a complaint of harassment. Any employee who is found to have committed such retaliation will be subject to discipline, up to and including termination.

G. Immigration Law Compliance

The Foundation is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three (3) days after he or she begins work.

H. Contract Disclaimer

This Handbook is designed to acquaint employees with some of the Foundation's policies and benefits. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. IT IS NOT A CONTRACT AND SHOULD NOT BE CONSTRUED AS CREATING CONTRACTUAL OBLIGATIONS.

I. Diversity

The Foundation is committed to creating an environment that respects the individual and values the contributions of people of different backgrounds, experiences, and perspectives. By fostering a diverse work environment, we create the opportunity to increase the Foundation's effectiveness by maximizing talent, fostering innovation, and tapping into the skills and creativity of an expanding workforce. Some different aspects of diversity include, race, gender, age, national origin, sexual orientation, physical abilities, religious beliefs, language, and ethnicity. We hope to foster a workplace where differences are appreciated and valued.

J. Translation of Handbook

If you have any difficulty reading or understanding any provisions of this Handbook, please contact the Human Resources Department. We will gladly make assistance available to any employee who is unable to understand the Foundation's policies.

II. CLASSIFICATION OF EMPLOYEES/DEFINITIONS

A. Orientation Period

The first ninety (90) calendar days of continuous employment at the Foundation is considered an Orientation Period. During this time, new employees and the Foundation will have an opportunity to evaluate one another and the employee's compatibility, ability, and interest in the job. Employment may be terminated at any time, with or without cause, either during or after this Orientation Period should such termination be deemed necessary or appropriate by the employee or the Foundation.

The "*at-will*" nature of the employment relationship will not change after the Orientation Period is completed.

The ninety (90) day orientation period may also be applied to employees transferring to a new department and/or a new position. In the case of existing employees, benefits will not be impacted by this designation.

B. Employment Definitions

In order to determine an employee's classification, the following categories have been established:

(i) Full-Time Employees

Full-time employees are employees who regularly work thirty (30) hours or more per week. Full-time employees are eligible for Foundation-sponsored benefits.

(ii) Regular Part-Time Employees

Part-time employees are employees who regularly work a scheduled work period whose average hours of employment are less than thirty (30) hours per week. Part-time employees are not eligible for employee benefits, except the 401(k) and to the extent required by applicable law.

A part-time employee who transfers to full-time status will carry longevity credit into the full-time assignment. However, employees will be required to wait the prescribed eligibility period for full-time employees prior to enrolling in the employee benefit plans.

(iii) Temporary Employees

Temporary employees may be hired from time to time for specific periods or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. A temporary employee will not be eligible to earn, accrue or participate in any Foundation benefit programs, except to the extent required by applicable law. An employee will not change from temporary to any other employee status or classification simply because of the length of time spent as a temporary

employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the Human Resources Department.

(iv) Exempt Employees

Exempt employees include all regular employees who are classified by the Foundation as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Such employees include employees who qualify as Executive, Administrative, or Professional exempt employees.

(v) Non-Exempt

Non-exempt employees include all regular employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to overtime pay for work in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

(vi) “At-Will” Status

Since all employees are hired for an unspecified duration, the above classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the Foundation. Accordingly, either the employee or the Foundation can terminate the employment relationship, “*at-will*,” at any time, with or without reason, with or without cause, or with or without advance notice.

C. Anniversary Dates

(i) Employment Anniversary

The employment anniversary is the date an employee commences employment with the Foundation, and each annual anniversary thereafter. This date is used to compute length of service and, for full-time employees, eligibility for employee benefits.

(ii) Job Anniversary

When hired, the job anniversary is the same date as the employment anniversary. However, if an employee is promoted or transferred to another position, or if the employment status changes from temporary to part-time or full-time, the date of the change becomes the new job anniversary. The job anniversary date is used to determine effective dates for performance evaluations.

III. WORK SCHEDULES

A. Meal Periods

All non-exempt employees who work in excess of 5 hours in a workday are provided a minimum of 30 minutes of unpaid time for a meal period ("First Meal Period"). Employees who work more than 10 hours in a workday are provided a second unpaid meal period of at least 30 minutes ("Second Meal Period").

Employees may voluntarily choose to waive their First Meal Period if the total hours worked that day does not exceed six hours. Employees may voluntarily choose to waive their Second Meal Period if the total hours worked that day does not exceed 12 hours, provided that the employee took the First Meal Period.

The employee's First Meal Period shall be provided after no more than 5 hours of work and the Second Meal Period after no more than 10 hours of work.

Non-exempt employees are required to clock out at the beginning of each meal period and clock in at the end of each meal period. Under no circumstances should an employee clock out for a meal period and continue working. Such off-duty meal periods are not compensated. Therefore, non-exempt employees may not perform any Foundation-related work during such meal periods or take meal periods at their desks or work stations.

B. Rest Breaks

Non-exempt employees may take a net 15-minute rest break per 4 hours worked, or major fraction thereof. A "net" 15-minute rest break means that the employee has a full 15 minutes to rest. Insofar as practicable, rest breaks will be provided in the middle of work periods – one before the meal period, and one after the meal period. Rest breaks are paid.

THE CHART BELOW OUTLINES THE MEAL PERIODS AND REST BREAKS WE PROVIDE AND EXPECT ALL NON-EXEMPT EMPLOYEES TO TAKE:

Total Hours Worked (including paid rest breaks)	Number of Available 15-Minute Paid Rest Breaks	Number of Available 30-Minute Unpaid Meal Periods	Meal Period Start Time
Less than 3½	0	0	N/A
3½ to 5	1	0	N/A
More than 5 up to 6	1	1 (can be waived)	No later than 5 hours of work (unless waived)
More than 6 up to 10	2	1	No later than 5 hours of work
More than 10 up to 14	3	2 (if total hours worked) is not more than 12 hours, second meal period can be waived)	For the first meal period, no later than 5 hours of work; for the second meal period, no later than 10 hours of work (unless waived)

Rest Breaks and meal periods are intended to provide employees with an opportunity for rest and relaxation. Lunch rooms are located in various work areas. Employees are entirely relieved of work responsibilities during meal and rest periods; therefore, non-exempt employees are not to be at their desks or work stations during the meal or rest periods. However, if the job assignment is one which requires an employee to be on duty continuously during the assigned meal period, the employee, as well as the Foundation, must mutually agree, in writing, that the employee is to work an on-duty meal period that day and the employee is paid for such on-duty meal period.

Rest Breaks may not be combined or added to the meal period, or used to make up for late arrival or early departures. In addition, employees are not permitted to “work through” their meal period(s) with the intention of making up time because they arrived after the start of their regularly scheduled shift or because they want to leave prior to the end of their regularly scheduled shift.

If any Foundation Supervisor or Department Manager prevents you from taking any such meal periods or rest breaks, please advise the Human Resources Director promptly so that the matter can be investigated and you can be properly paid.

C. Overtime

(i) Non-Exempt Positions

The Foundation endeavors to have an adequate staff of employees to fulfill the normal work requirements. However, there will be circumstances that will require some employees to work beyond their normal work schedule in a day, week or month. On such occasions, when you are requested to work overtime, your full cooperation is expected. An employee will be notified as far in advance as possible. All overtime work must be authorized by your immediate Supervisor or Department Manager. Employees working unauthorized overtime will be paid for all overtime hours worked but will be subject to disciplinary action up to and including termination of employment.

Overtime will be paid to all non-exempt employees per the following schedule:

1. All hours worked in excess of eight (8) hours in any work day (up to and including twelve (12) hours) or forty (40) hours in any work week, and the first eight (8) hours worked on the seventh (7th) consecutive day of work in any work week will be compensated at one and one-half (1½) times the regular rate of pay.
2. All hours worked in excess of twelve (12) hours in any work day and all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any work week will be compensated at two (2) times the employee's regular rate of pay.

3. Overtime is calculated on time actually worked. It does not include hours away from work due to vacation or sick leave or any other hours paid but not worked, except for employees eligible for Holiday pay, as noted below.
4. An employee who is eligible for holiday pay and works on a Foundation-observed holiday will be compensated at one and one-half (1½) times their regular rate of pay for the time worked plus holiday pay at their regular rate of pay. Holiday hours paid on a Foundation-observed holiday will be counted towards weekly overtime calculations.
5. Weekend work does not automatically qualify for compensation at overtime pay rates. Hours worked on Saturday and/or Sunday qualify for overtime rates only if they qualify as overtime hours as defined above.

(ii) Exempt Positions

Exempt employees are not entitled to receive overtime pay. Employees who are exempt from overtime provisions of state and federal law are paid a salary that is intended to fully compensate them for all hours worked each week; regardless of the number of days or hours worked. The salary consists of a predetermined amount constituting the exempt employee's compensation. The amount is not subject to reduction because of variations in the quality or quantity of the employee's work. As a general rule, an exempt employee's salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses full days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Any exempt employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise the Human Resources Director or file a complaint in accordance with the complaint procedure as soon as possible. This matter will be promptly investigated by the Human Resources Director and, if a mistake occurred, it will be corrected. Exempt employees may file complaints without fear of any retaliation.

D. Time/Record Keeping

Biometric clocks and computer systems are used as the means of accurately recording all hours worked and calculating pay. The systems record regular hours worked, meal periods, overtime, absences, and vacations. Accordingly, employees should record the time they begin and end work each day, the beginning and end of each meal period. Each pay period covers two (2) work weeks starting at 12:01 a.m. on Monday and ending at 12 midnight on Sunday.

IT IS STRICTLY FORBIDDEN TO TAMPER WITH THE BIOMETRIC CLOCKS OR WORK OFF THE CLOCK. Disciplinary action will be taken against anyone who violates

this rule. In addition, employees should not log “IN” and start work more than seven (7) minutes prior to their scheduled starting time or log “OUT” and stop work more than seven (7) minutes after their scheduled quitting time without the prior authorization of their supervisor.

IV. PAYROLL AND PERSONNEL RECORD POLICIES

A. Paychecks, Pay Periods and Pay Days

Employees are paid on a bi-weekly basis (26 paychecks per calendar year). Each paycheck covers work performed during the previous two (2) week period. Pay periods are computed each week from 12:01 a.m. Monday and ended at midnight the following Sunday. Paychecks are normally distributed by the employee's supervisor. If an employee requests another person to pick-up their paycheck, or requests a paycheck to be mailed, the employee must send a written signed request to the Payroll Department.

Pay days are every other Friday and cover the two (2) week period ending the prior Sunday. However, when a Foundation-observed holiday occurs on a Friday, employees will be paid on Thursday.

B. Payroll Deductions

State and federal laws require us to make the proper deductions on your behalf.

Required deductions include:

- Social Security (FICA) and Medicare Taxes;
- Federal Income Tax;
- State Income Tax;
- State Disability Insurance (SDI); and
- State and Federal Income Tax Liens.

Withholding for federal and state income taxes is deducted from each paycheck. You will complete and sign a withholding certificate when you are hired. At the end of each calendar year, you will receive a W-2 statement of your withholding earnings and other taxes. If you leave the Foundation prior to the end of the year, the withholding tax statement will be mailed to your last known address. If you wish to change your exemptions after your initial hire, forms are available in the Human Resources Department.

C. Human Resources Department

The Human Resources Department has been established to provide employees with information and necessary assistance to understand the Foundation's personnel policies and to promote a positive work environment. The Human Resources Department is the best resource for employees to obtain current information on work rules, benefits, personnel policies, personnel records, insurance, and job opportunities.

D. Change of Name and/or Address

It is important that the personnel records of the Foundation be complete and up to date at all times. Foundation employees are required to immediately advise the Human

Resources Department of any change in name, address, telephone number, marital status, number of dependents, emergency notification, or any other pertinent information.

E. Direct Deposit

The Foundation offers you the option of having your paycheck deposited directly to your personal checking account and/or savings account.

F. Inspection of Payroll Records

Employees and former employees have the right to inspect and obtain copies of their own payroll records. All oral or written requests to inspect or copy payroll records must be submitted to the Human Resources Director. Individuals who make such requests may be asked to provide authentication of their identity. Individuals who request copies of records must pay the actual costs of making the copies.

G. Inspection of Personnel Files

Employees and former employees of the Foundation have a right to inspect and obtain copies of their own personnel file. Any request to inspect or copy personnel records must be submitted to the Human Resources Director. Individuals who make such requests may be asked to provide authentication of their identity. Individuals who request copies of records must pay the actual costs of making the copies.

A Supervisor of the Foundation may inspect the personnel file of one of their employees or a current employee applying for a position with his/her area.

The Board of Directors of the Foundation may inspect the personnel file of any Foundation employee based on business need.

Personnel files are the property of the Foundation and may not be removed from the Human Resources Department without written authorization from the Executive Director.

H. Employment Verification

All requests for references or information about current or former employees must be directed to the Human Resources Department so that control may be maintained on the dissemination of information. No other employee is authorized to release any employment references or release employment information for current or former employees. Employees must not provide “off-the-record” references or written recommendations. The Foundation policy as to references for employees who have left the Foundation is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, the Foundation will also provide a prospective employer the information on the amount of salary or wage last earned by that employee.

I. Working Hours

Our standard workweek begins at 12:01 a.m. Monday and ends at 12 midnight the following Sunday. Work schedules for our employees are established within this framework. A normal working schedule for regular full-time employees consists of forty (40) hours each workweek. Each employee's immediate Supervisor will advise the employee regarding his or her specific working hours.

As part of our responsibility to our shareholders and to other employees, we expect our employees to be at work as scheduled, to arrange their personal schedules to accommodate our established working hours, and to notify us as early as possible if they expect to be absent or tardy. Employees are expected to be at their work station, ready to begin work, at the beginning of their assigned shift. Employees who are absent for three (3) consecutive work days and have not contacted their immediate Supervisor will be assumed to have voluntarily terminated their employment as of the end of the third day missed.

V. EMPLOYEE CONDUCT AND PERFORMANCE EXPECTATIONS

A. Standards of Conduct

Golden Rain requires all of its employees to conduct themselves in a manner which promotes the orderly operation of the Foundation's business and protects the rights and safety of all employees.

Violations of our Standards of Conduct will subject an employee to disciplinary action. Disciplinary action includes, but is not limited to, oral or written warning, transfer, demotion, suspension (without pay) or termination of employment. In arriving at a decision for appropriate disciplinary action, the following will be considered:

- The seriousness of the infraction;
- The prior record of the employee; and
- The circumstances surrounding the matter.
-

Although there is no way to identify every possible violation of Standards of Conduct, the following are examples of prohibited conduct which may result in disciplinary action, including but not limited to termination of employment. The Foundation reserves the right to discharge or discipline employees "*at-will*" regardless of whether or not a violation of our Standards of Conduct occurs:

- Insubordination, including but not limited to failure or refusal to follow or comply with a Supervisor's reasonable instructions or failure to perform assigned tasks.
- Threatening, bullying, browbeating, intimidating, coercing, using abusive language or interfering with the performance of co-workers, Supervisors or Department Managers.
- Releasing of confidential and/or proprietary information regarding the Foundation's business.
- Falsification, distortion or nondisclosure of information on our employment application or otherwise obtaining employment based on misleading information.
- Falsification of the time records or other Foundation records of any kind.
- Unauthorized use or possession of Foundation equipment, materials, or facilities. This includes electronic materials, such as confidential work files or other work-related information which is the property of the foundation being stored on personal computers.
- Theft and deliberate or careless damage or destruction of any Foundation property, or the property of any employee.
- Fraud, gambling, carrying a weapon or violation of any criminal laws on Foundation property.
- Use, possession or sale of alcoholic beverages or illegal drugs on Foundation property or during work hours.
- Reporting or attempting to report to work while under the influence of alcohol or drugs or being otherwise unfit for work.

- Excessive absences
- Refusal to cooperate in an investigation conducted by GRF.
- Fighting, throwing objects, horseplay, practical jokes, or other disorderly conduct which may endanger the well-being of other employees, shareholders/members, GRF Board Members, Mutual Board Officers, or adversely affect the Foundation's operations.
- Unsatisfactory job performance.
- Leaving your work area, during business hours, without proper authorization. Deliberate or careless damage to Foundation property or equipment.
- Failure to timely notify Supervisor when unable to report to work.
- Failure to abide by standards for meal and break periods, working unauthorized overtime, or working off the clock.
- Conduct at or away from the workplace that the Foundation deems adversely affects other employees or the Foundation, including that which reflects negatively on the Foundation's image.
- Violating posted traffic and/or parking regulations on Foundation or mutual property.
- Sexual, racial, ethnic, religious, disability, age or other unlawful discrimination, harassment, retaliation or intimidation of any kind.
- Failing to provide a physician's certificate or submit to a fitness for duty exam when requested or required to do so.
- Sleeping or malingering on the job.
- Failing to promptly report work-related injury or illness.
- Violation of dress standards.
- Violating any safety, health, security or Foundation policy, rule or procedure, or engaging in conduct that creates a safety or health hazard.
- Making or receiving excessive personal calls during working hours.
- Other circumstance for which the Foundation determines that discipline is warranted.
-

The above list is intended to illustrate the types of activities which may result in disciplinary action. It is not intended to be comprehensive nor does it alter or limit the "at-will" employment relationship.

B. Progressive Discipline

The Foundation must retain the ability to discipline employees where it determines that such action is warranted by the circumstances. Although all employment relationships are terminable "at-will," at any time, with or without reason, with or without cause, and with or without prior notice, either at the employee's option or at the option of the Foundation, the Foundation may exercise its discretion to administer a system of progressive discipline in cases where it deems it appropriate to do so. That system may include various forms of discipline, such as verbal counseling, one or more written warnings, and suspensions without pay and/or termination. However, progressive discipline is not mandatory or binding in any case. It is also inapplicable to staff reductions

and layoffs. The Foundation reserves the right, in its discretion, to deviate from any formal system of discipline.

C. Code of Ethics

The Foundation is committed to complying with its legal and ethical obligations under all state, local and federal laws. As a result, we expect all employees, at every level within the Foundation, to comply strictly with all legal and ethical obligations. Our philosophy can be implemented only if our employees recognize their responsibility to treat everyone in an honest and fair manner. Accordingly, the employee's failure to fulfill his or her responsibilities under this policy may result in disciplinary action, up to and possibly including termination of employment.

The Foundation holds all employees responsible for carrying out and monitoring compliance with this commitment. If any employee becomes aware of any violation of a legal or ethical obligation, or any unfair or improper treatment of a co-worker, the employee must immediately report the matter to the Executive Director or the Human Resources Director so that it can be investigated right away. In this manner, we can take all necessary steps to investigate any potential violations of our policy and can take appropriate action to correct any violations or incorrect perceptions that are found to exist. By making it the responsibility of all employees to police compliance with our strict ethical standards and commitment to complying with all legal responsibilities, we can continue to maintain our reputation in the community.

The Foundation has established an anti-fraud policy to provide increased protection to the assets and financial interests of the Golden Rain Foundation, to provide a coordinated approach to the identification, investigation and resolution of fraudulent activities, and to increase the overall awareness of the responsibility to report fraud and reasonably suspected fraudulent activity to the appropriate parties.

Employees should feel free to report any information regarding this policy without fear of reprisal or retaliation of any kind. Employees can report information to the Executive Director or Human Resources Director in confidence if they wish. The Foundation will treat such information as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, employees who do not wish to identify themselves can report information anonymously through the external Anonymous Reporting Service for employees. Information on this service is posted on the Employee Notice bulletin boards in each department. The Foundation will investigate anonymous complaints to the extent possible, based upon the sufficiency of the information provided in the complaint.

D. Courtesy

You should always keep in mind that you are a representative of the Foundation and that the impression people have of you will often be their impression of the Foundation. Courteous, respectful behavior will create a favorable impression of the Foundation and will make our work environment more pleasant and efficient.

As a representative of the Foundation, you are expected to be courteous to everyone with whom you come into contact, especially shareholders, Mutual representatives and Board Members. Be friendly; greet people with respectful terms of address; never place a telephone caller on hold for an extended period of time; direct incoming calls to the appropriate person and make sure the call is received before hanging up the telephone. Courtesy is not accidental it takes effort and practice to become an easy habit. You are expected to work at “courtesy,” as it is part of your job.

Courtesy can sometimes be overlooked in written communications, especially e-mails. Please take the time to ensure all of your communications as an employee reflect the value we place on providing a service to our community.

E. Tardiness and Absenteeism

Good attendance and punctuality are essential to the Foundation’s ability to run efficiently. Unscheduled absences and tardiness seriously affect the Foundation, its shareholders, and the employees who must cover for late or absent employees. An “absence” is defined as an unexcused failure to appear for a scheduled work day. A “tardy” is defined as showing up for work after your designated starting time.

Employees are expected to be ready to commence and end work on schedule. Accordingly, arriving late or leaving early in connection with scheduled work times, rest breaks, or meal periods is impermissible. Employees who need to leave work early must obtain advance approval from their Supervisor. Repeated incidents of tardiness or leaving work early without prior authorization may result in disciplinary action, including possible termination. Employees who are absent for three (3) or more consecutive work days without authorization will be deemed to have voluntarily quit their position.

(i) Obligation to Call In

Each employee shall be responsible for being present at the scheduled start time each day. On occasion, employees may have reason to be tardy or absent from work. On these occasions, employees are expected to contact their immediate Supervisor no later than two (2) hours prior to the time the shift is scheduled to start. If you are unable to speak to your Supervisor directly, you may notify your Supervisor by voicemail, text, or e-mail message, but the employee is required to follow up to ensure the message was received. The employee should advise their immediate Supervisor as to the expected time of arrival if tardy or return date if absent from work. In case of an unexpected absence, if the return date is not known, the employee must call-in each day.

(ii) Excused Absences

To be a medically excused absence, a medical certification from a physician may be required.

(iii) **Disciplinary Action**

Disciplinary action up to and possibly including termination of employment may be imposed against an employee who is absent for one (1) or more days without proper notice, who has a pattern of unapproved absences around holidays or weekends, and/or who has excessive absenteeism or tardiness. An employee who is absent for three (3) or more consecutive work days without reporting or calling will be considered to have abandoned his or her job and will be considered to have voluntarily resigned unless a reasonable excuse is offered and accepted by the Foundation. Absences protected by state, local or federal law do not count as a violation of this policy.

F. Permission to Leave During Working Hours

If it becomes necessary for an employee to leave his or her Department or the Foundation's premises during working hours, permission to leave must be obtained from the employee's immediate Supervisor before the employee leaves. If the supervisor is unavailable, the employee should notify Human Resources. Non-exempt employees who leave the premises for personal business or business that is not part of their job must punch out when they leave.

G. Promotions

It is the Foundation's policy to give qualified employees preference over outside applicants when filling vacancies with the Foundation. However, because of legal requirements and the levels of education and other qualifications required for many positions, promotions from within are not always feasible. An employee's past performance, qualifications, potential, abilities, and job experience are important factors that are considered in the selection of employees for promotion. When these factors are considered equal among two or more qualified employees, seniority will be the determining factor.

If you are interested in a promotion, you should discuss the position you are interested in with your immediate Supervisor or Department Manager.. If the promotion is to a position in another department, your supervisor will refer you to the Human Resources Department.

H. Transfers

A transfer involves a move to a job at the same or a lower wage rate as the employee's present position. Any employee who is interested in transferring to another available position must first discuss this interest with his or her immediate Supervisor or Department Manager. Transfers are allowed only if an employee has worked in his or her present position for at least ninety (90) days and is qualified for the new position.

I. Personal Appearance and Grooming

The Foundation's professional atmosphere is maintained, in part, by the image that employees present to our shareholders/members, family members and vendors. In the interest of presenting a professional image to shareholders/members and others with whom we deal, employees are expected to observe good grooming and personal hygiene habits. Clothing should be neat and clean. If a uniform is not required for the employee's position, employee should dress conservatively and appropriately for the nature of the position, and with attention to personal safety.

Uniforms – Foundation employees who serve as inspectors or work in maintenance, purchasing, security or transportation may be required to wear a uniform as a condition of initial and continued employment. Uniforms are to be worn during the work shift and while traveling to and from the work site only.

Shoes – Certain designated departments may require employees to wear well-soled, sturdy shoes which completely enclose the foot. Sandals or canvas rubber-soled shoes should not be worn in these areas. In all other areas, shoes must have a closed back or have a strap to ensure a tight fit around the foot for personal safety. Thongs, slippers, or any other type of loose fitting shoes may not be worn at any time.

Hair – Hair (including mustaches and beards) must be clean, neat, and controlled.

Tattoos – Treat tattoos as you treat speech – you can't swear, make hateful comments or lewd jokes in the workplace, neither can your tattoos.

Piercings – Visible piercings, other than ear piercings, are generally not permitted.

Fragrances – Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees. Other fragrant products (potpourri and similar products) are also not permitted in the workplace.

Jewelry – Employees may wear jewelry taking into account the safety factors for the position and the appropriateness to the employee's position.

Blue jeans are not acceptable for any position unless approved in advance by the Executive Director. Any clothing with slogans is NEVER ACCEPTABLE and cannot be worn on the Foundation premises during work hours. Shorts and hats may only be worn as part of a uniform or if approved by the Executive Director and/or Department Head for that position.

Employees who are inappropriately dressed will be sent home and directed to return to work in proper attire. Such employees will not be compensated for the time away from work. Repeated failure to meet the dress standards of the Foundation may result in disciplinary action, up to and including termination.

If employees have any questions to what attire is appropriate for their department, the matter should be discussed with the immediate supervisor.

Any employee that has a request for a dress standard accommodation due to religious or medical reasons needs to submit their request in writing to the Human Resources Director. Requests will be reviewed on a case by case basis by the Executive Director and the Human Resources Director. The final decision will be based on the safety of the employee in his/her position, the reasonableness of the request, and the overall impact to the Foundation

J. Non-Fraternization

(i) Department Managers and Supervisors

The Foundation desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from personal or social relationships involving managerial and supervisory employees in the Foundation. Accordingly, Department Managers and Supervisors are prohibited from fraternizing or becoming romantically involved with one another or with any subordinate employee in their chain-of-command.

(ii) All Employees

The Foundation also desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain other relationships between employees.

Accordingly, all employees, both management and non-management are prohibited from fraternizing or becoming romantically involved with other employees when, in the opinion of the Foundation, their personal relationships may create a potential conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale. Supervisors and managers are prohibited from entering into personal relationships with employees falling within their direct or indirect scope of responsibility.

If at any time this consensual relationship presents concerns regarding supervision, safety, security conflicts of interest or morale, the Foundation may require that one of the employees accept a transfer, if a job is available for which that individual is qualified, or the couple will be given the option of deciding which one will resign his or her position.

All employees should also remember that the Foundation maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

K. Employment of Relatives

Relatives of employees will not be eligible for employment with the Foundation where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. Relatives include an employee's parents, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, in-law or step relative, or any person with whom the employee has a close personal relationship such as domestic partner, romantic partner, or co-habitant.

L. Employment of Foundation Directors or Spouses

To avoid any conflict of interest, no member of the Golden Rain Foundation Board of Directors or their spouse may be employed by the Golden Rain Foundation. Further, no member of a Mutual Board of Directors may be employed on a full-time or part-time basis by the Golden Rain Foundation.

M. Conflicts of Interest

Foundation employees are expected to maintain high standards of honesty and integrity. You are expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or potential conflict between your personal interests and those of the Foundation. A "*conflict of interest*" exists when your loyalties or actions are divided between the Foundation's interests and those of another, such as a supplier, vendor, contractor, etc. Both the fact and the appearance of a conflict must be avoided. If you are unsure as to whether a certain transaction, activity or relationship constitutes a conflict of interest, you should discuss this matter with the Human Resources Director or the Executive Director.

Although it is impossible to describe all of the situations which may cause or give the appearance of a conflict of interest, some of the more common conflicts from which you should refrain are listed below:

- Accepting compensation, personal gifts, or entertainment from vendors, contractors, suppliers, etc.
- Working for a supplier, vendor, contractor, etc.
- Having a direct or indirect financial interest in or a personal relationship with a supplier, vendor, contractor, etc.
- Employees and their immediate family are not to accept gifts and/or gratuities in any manner from any person or firm doing, or seeking to do, business with the Foundation unless the gift is considered de minimis. De minimis gifts may include occasional snacks, coffee, or doughnuts provided by a vendor for training or informational sessions and/or food baskets or candy at the holidays.
- Employees **must** report, in writing, to the Executive Director, any attempt by an individual or firm to provide a gift and/or gratuity and any de minimis gift accepted.
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Failure to adhere to these guidelines, including failure to disclose any conflicts will result in disciplinary action up to and including termination of employment.

N. Gift Disclosure – Employee and Foundation Members

Foundation employees may accept gifts from Foundation members with a fair market value of up to \$25. Acceptable gifts for the purpose of this policy include cash, gift certificates, food and non-alcoholic beverages, and small trinkets or merchandise.

Employees may only accept gifts from Foundation members when the gift is presented as a symbol of friendship, appreciation or gratitude, or during the holiday season.

Departments may receive gifts (plants and food and non-alcoholic beverages only) from Foundation members with a fair market value up to \$100.

Employees and departments must report gifts to the Executive Director within one business day. The Executive Director shall provide a monthly report to the GRF Board of Directors of any gifts received.

Employees or departments may not accept gifts from Foundation members if accepting the gift causes or gives the appearance of a conflict of interest. A conflict of interest may be defined as a situation which arises when an employee takes action or establishes economic interests for personal gain that compromises the employee's ability to represent the Foundation's best interests.

O. No Solicitation Policy

In order to avoid disruption of Foundation operations, employees may not distribute literature at any time in the work area. Employees may not solicit other employees while either is on work time. "Working time" does not include break periods, meal periods, or any other time when the employee is not required to be working.

P. Outside Business Activities

The Foundation is concerned that outside business activities and other employment relationships may adversely affect an employee's commitment to, work for, and be employed with the Foundation. Such activities can create distractions, conflicts of interest, scheduling problems, fatigue and other problems that could negatively impact an employee's performance or the Foundation's interest. Based on these considerations, employees may not own or actively participate or engage in any outside business activity or employment relationship without obtaining the prior, written authorization of the Executive Director, who authorizes a specific outside relationship.

Q. Internal Dispute Resolution

The Foundation believes in an "open door" policy; therefore, an internal dispute resolution process is available to all employees. If at any time an employee believes that they are

not being treated fairly, they should report the issue and/or problem to their immediate Supervisor. The following steps should be taken:

1. Under our open door policy, you are encouraged to see your immediate Supervisor with whom you feel comfortable with work-related concerns, such as concerns about your work, employee benefits, Foundation policies or procedures or related matters. Your immediate Supervisor may seek the assistance of the Human Resources Director or other Foundation personnel. Employees are encouraged to raise work-related concerns as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of work-related concerns until the matter is fully resolved. Your immediate Supervisor will review your concern(s) and/or issue and respond to you within three (3) working days. If additional time is required, you will be informed.
2. If you feel that the issue and/or problem has not been resolved to your satisfaction with your immediate Supervisor, you can file a written statement concerning this issue and/or problem with your Department Manager within five (5) working days. The Department Manager will forward a copy to the Human Resources Director. The Human Resources Director will give you a written response within three (3) working days after the complaint is received, unless additional time is required.
3. If you believe that the issue and/or problem has not been resolved to your satisfaction a written statement can be filed regarding the issue and/or problem with the Human Resources Director and Executive Director within five (5) working days. A written response will be given to the employee within three (3) working days after the complaint is received. If additional time is required, you will be informed. The Executive Director's decision is binding and will be the final step in this process. Although the Foundation cannot guarantee that you will be satisfied with the results, the Foundation will make a concerted effort to explain the results to you.

Employees must communicate directly with their immediate Supervisor, the Human Resources Director, or the Executive Director if:

1. The employee suspects or has proof that a federal or state law is being violated or is about to be violated.
2. A safety hazard exists that threatens the health or well-being of an employee.
3. The problem directly involves the immediate Supervisor or Department Manager and the employee reasonably demonstrates

that the Department Manager may not be able to deal with this issue and/or problem.

TECHNOLOGY USE AND PRIVACY

R. Internet, E-Mail and Electronic Communications Policy

The Foundation has established this internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. We have devised this policy in a manner that addresses the Foundation's legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices.

(i) Scope of Policy

This policy extends, by the way of example only, to all features of the Foundation's electronic communications systems, including computers, e-mail, connections to the Internet and world wide web and other internal or external networks, voice mail, video conferencing, facsimiles, handheld devices (including but not limited to iPhones, Blackberries, smart phones, iPads, and other electronic tablets and cell phones) and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of the Foundation is subject to the policy and is expected to read, understand, and comply fully with its provisions.

(ii) Rules

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards shall be clearly understood and followed:

- The Foundation's policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with the policy, employees shall not use any electronic communications device in a manner that would violate this policy. For example, employees shall not communicate messages that would constitute sexual harassment, shall not use sexually suggestive screen savers, and shall not receive or transmit pornographic, obscene, or sexually offensive material or information
- The Foundation's anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates the Foundation's anti-discrimination policies or commitment to equal employment opportunity. This includes, as example, using an electronic communications device to transmit, communicate or post personal opinions of a discriminatory nature.
- Employees shall not use any electronic communications device for a purpose that is found to constitute, in the Foundation's sole and absolute discretion, a

commercial use that is not for the direct and immediate benefit of the Foundation.

- Employees shall not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- Employees shall not use any electronic communications device in a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information.
- Employees shall not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interest of the Foundation or for any purpose that creates an actual, potential or apparent conflict of interest with the Foundation.
- The Foundation's policies against improper solicitations and distribution extend to the communications systems. Employees shall not use any electronic communications device in a manner that violates the Foundation's no solicitation rule.
- Employees shall identify all communications as "privileged and confidential" or "attorney/client" privileged when it is accurate and appropriate to do so. In this manner, the Foundation will assert any protection, privileges, and rights relating to communications if it becomes necessary to do so.
- All employee work products shall be securely backed up each day. Keeping files on network drives will ensure that the files are backed up. Work related files shall not be saved directly on a non-network drive or a personal device unless specifically authorized by the Executive Director. In Where such work is authorized, it shall promptly be transferred to network drives as soon as the employee is able to do so.

(iii) Access

The Foundation must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the Foundation's interests, all such computers and electronic devices, whether used entirely or partially on the Foundation's premises or with the aid of Foundation equipment or resources, must remain fully accessible to the Foundation and, to the maximum extent permitted by law, will remain the sole and exclusive property of the Foundation.

Employees shall not maintain any expectation of privacy with respect to information transmitted over, by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of the Foundation. The Foundation retains the right to gain access to any information received by, or transmitted by, or stored in any such electronic communications device, by and through its agents, employees, or representatives, at any time, either with or without an employee's or third party knowledge, consent or approval. Employees who are provided access to computers must advise the Information Technology Services department, in writing, of any password they

use to gain access to computers or the Internet as well as any changes to such passwords. Such notice must be made immediately.

(iv) **Compliance**

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including the possibility of immediate termination. Employees who have any questions regarding this policy should bring them to the immediate attention of the Information Technology Services Department.

S. Social Media Policy

The Foundation understands that social media sites have joined the mainstream of day-to-day communications and allow participants to share and receive various kinds of information. At the same time, it expects employees to understand the impact that social media can have on an organization's reputation, co-workers, and the Foundation's business relationships. Because postings and communications transmitted on these sites can potentially have a more powerful impact than statements made directly to another person who is in the same room, the Foundation has established guidelines to assist employees in understanding the Foundation's expectations of employee social media conduct.

These guidelines reflect the Foundation's commitment to meet its legal obligations and reputational interests. These guidelines also emphasize the importance of common sense and exercising good judgment. In keeping with this promise, employees must follow the same standards that apply to other activities and behavior when communicating on social media sites or online.

(i) **General Rules**

- Employees are expected to use their time at work and Foundation resources in an appropriate manner. Work time is to be spent on work-related matters. The Foundation computers, intranet, electronic resources and equipment shall be used solely for appropriate Foundation-related activities and not to engage in postings or communications on social media sites.
- Employees must comply at all times with the Foundation's policies against unlawful harassment and discrimination. Consistent with these policies, employees should be respectful of one another and are expected to never participate in communications in a manner that unlawfully harasses or discriminates against another employee, shareholder/member, GRF Board Members, Mutual Directors, or vendors based on that individual's race, color, religion, national origin, age, disability, gender identity, or any other characteristic protected by state, federal, or local law.
- The Foundation maintains significant efforts to protect its confidential and proprietary information. Employees shall never post, share or improperly

disclose or disseminate such information to outsiders or third parties. This includes postings and communications using social media.

- Employees must adhere to all applicable privacy and confidential policies regarding shareholders/members, GRF Board Members, Mutual Directors, co-workers, and other Foundation information.
- Employees shall not use the Foundation's logo, letterhead or name when communicating on social media sites without the express permission and approval of the Executive Director.
- Employees are expected to remain aware that postings and communications transmitted on social media sites are not private. Employees should consider how any communication might be perceived or what might happen if a posting or statement becomes known by third parties or is more widely shared or distributed than intended. They should also consider how it may reflect on the employee and the Foundation. In some instances, search engines may locate communications long after they are originally posted or sent, and information, postings and communications can be forwarded or copied.
- Employees who express opinions must include disclaimers noting that the opinions are solely their own and are not those of or endorsed by the Foundation.

(ii) Monitoring

The Foundation has vital interests in its reputation and in legal compliance. In order to protect these interests, the Foundation retains the right to monitor activities and gain access to any information that uses, is received by, is transmitted by, or is stored in any Foundation-owned, leased or operated electronic communications device, computer, electronic resource, intranet, or equipment. It also reserves the right to monitor activities and respond to communications that in any way mention or refer to the Foundation. Employees should not assume that activities involving the use of any of the Foundation's computers, communications devices, equipment or resources are private or confidential.

(iii) Violations May Result In Discipline

Employees are subject to disciplinary action, including the possibility of termination of employment, if they violate these guidelines or other applicable standards.

T. Telephone Use and Personal Mail

Good telephone manners are a very important part of our business. Often your voice over the telephone is the only contact with the Foundation that outside personnel, shareholders and/or members, or vendors remember. Listed below are some basic guidelines to remember:

- Answer the telephone promptly and politely, announcing your name and Department.
- Be considerate and polite, especially if the call must be transferred to another person or Department.

- Give concise and accurate information.
-

The Foundation's telephone lines are intended solely for business use and should not be tied-up for personal telephone calls. Accordingly, employees should use discretion in making or receiving personal calls or text messages during working hours, unless there is an emergency situation. Necessary personal calls or text message should be made or sent during meal or rest break periods whenever possible. No personal long distances or toll calls are to be made on the Foundation's telephones.

All personal cell phones are to be silenced or turned-off during business hours.

No personal mail is to be sent from the Foundation, unless it has appropriate postage affixed.

U. Employee Privacy

The Foundation retains the right to search offices, workstations, desks, filing cabinets, computer disks, computer hard drives, e-mails, voice-mails and other business property to ensure compliance with Foundation policies and to investigate allegations of violations of these policies or applicable law(s). The Foundation reserves the right to conduct these searches with or without notice. Searches will be conducted with minimum disruption to employees. Should an employee refuse to submit to the search, such refusal may lead to disciplinary action up to and including termination of employment.

VI. BENEFITS

The Foundation has established a number of employee benefit programs for its eligible employees. Although this Handbook does not restate all of the features of these benefit programs, it provides brief summaries to acquaint employees with some of the key features of the programs. It is important that employees remember that additional terms, conditions, and limitations, regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in the Handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the Plan Administrator, shall prevail.

In addition, while it is the Foundation's present intention to continue these benefits, the Foundation reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice.

Finally, neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. As noted elsewhere in this Handbook, employment relationships are for an indefinite term and terminable "*at-will*," either at the option of the employee or the Foundation.

A. Health & Other Benefits

All full-time employees, who are regularly scheduled to work thirty (30) hours or more hours per week, are eligible to participate in a comprehensive benefits program designed to give you and your covered dependents protection and security. Enrollment occurs on the first day of the new month following thirty (30) days of continuous employment in a full-time capacity.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Basic Life Insurance
- Basic Accidental Death & Dismemberment Insurance
- Voluntary Life Insurance
- Disability Income (Long-Term, SDI, Workers' Compensation)
- Employee Assistant Program
- Holiday
- Vacation and Sick Benefits (specific eligibility rules apply)
- 401(k) Plan (Enrollment in this benefit occurs on the first day of the new month following one (1) year of continuous service and completion of 1,000 hours of service).
- Credit Union

Part-time employees are not eligible for employee benefits, except the 401(k) and to the extent required by applicable law.

B. GRF Sick Leave Benefits

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, the Foundation provides full-time employees sick leave benefits. The Foundation will provide each full-time employee with seven (7) sick days per year of employment, which are accrued at the rate of approximately 2.15 hours each bi-weekly payroll period. This accrual is pro-rated for employees scheduled to work fewer than 40 hours per week. Sick leave may be accumulated to a maximum accrual balance of twenty (20) days which equates to one hundred and sixty (160) hours or pro-rated amount. Any current employee who has accrued more than 160 hours of GRF Sick Leave as of June 30, 2015, will be permitted to retain those days for future use, but once utilized he/she will be permitted to only accumulate up to, but not to exceed the maximum of 20 days.

GRF Sick Leave is paid at the employee's base rate of pay which excludes additional pay types such as differentials, bonuses, and commission payments.

Eligible employees may use GRF Sick Leave starting on their 90th day of employment.

Non-exempt employees may take sick leave in increments of one (1) hour or greater. Exempt employees may take sick leave in increments of eight (8) hours or greater.

Accumulated and unused GRF Sick Leave benefits are available in the event of an illness or injury of an employee, or the employee's spouse, child or parent. The term "child" or "parent" must meet the definition as established within state regulation requirements. Accumulated and unused GRF Sick Leave benefits are also available for any event protected by State or Federal law.

If an employee is sick for three (3) or more consecutive working days, the employee will be required to provide a health care provider's statement releasing the employee to return to duty with or without restrictions. A health care provider's statement may also be required for absences of less than three (3) consecutive working days if the Foundation determines it is warranted.

If an employee is sick and unable to report for work, the employee must notify his/her immediate Supervisor no later than thirty (30) minutes after the shift is scheduled to start. Messages left on the Supervisor's voice-mail are not acceptable. The employee must advise his/her immediate Supervisor as to the expected return date. If this is not known, the employee must call in each day.

Employees do not accrue sick hours while on a personal or family care leave of absence extending beyond one pay period.

As sick pay benefits are designed only to assist an employee who misses work due to an actual illness, injury or health care well visit, no sick leave benefits are paid upon termination of employment for any reason, nor can sick leave benefits be applied as extra vacation.

C. California (Cal) Sick Leave Benefits

Cal Sick Leave is provided to all employees at a rate of 3 days (24 hours) per year based on the following schedule:

- All existing employees will receive 24 hours of Cal Sick Leave on July 1, 2015 and each July 1st thereafter.
- All new employees will receive 24 hours of Cal Sick Leave at time of hire and each annual anniversary thereafter.

Employees may use Cal Sick Leave hours starting on their 90th day of employment.

Cal Sick Leave does not roll over from year to year. Cal Sick Leave is capped at 24 hours per year. Cal Sick Leave does not accrue. Cal Sick Leave resets on an annual basis based on the schedule listed above.

Cal Sick Leave benefits may be used for the employee or for an employee's family member, for the diagnosis, care or treatment of an existing health condition, or preventive care. The term "family member" is defined as child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. An employee who is a victim of domestic violence, sexual assault or stalking may also use Cal Sick Leave time.

Non-exempt employees may use Cal Sick Leave in increments of one hour or greater. Exempt employees may use Cal Sick Leave in increments of eight hours or greater. No deduction for sick leave is taken for increments of less than eight hours.

Sick leave is paid at the employee's regular rate of pay over the preceding 90 days of employment, which includes additional pay types such as differentials, bonuses, and commission payments.

Employee must provide reasonable advance notice, if feasible, when utilizing Cal Sick Leave; if not feasible, then as soon as practicable.

Accrued but unused Cal Sick Leave will not be paid to the employee upon termination of employment. Employees who are re-hired within 12 months of separation will receive any previously accrued and unused Cal Sick Leave.

Employees will not be demoted, disciplined, retaliated against, suspended or terminated for requesting or using available Cal Sick Leave. For employees eligible for both Cal Sick Leave and GRF Sick Leave (Policy 4320-20), available Cal Sick Leave must be exhausted prior to using any available GRF Sick Leave.

D. Vacation

The Foundation has established a vacation plan for the benefit of its eligible employees. The vacation plan is designed to provide eligible employees who have completed 90 days of continuous service a period of rest and relaxation away from work without loss of pay or benefits. Vacation accrual starts when employment begins as a full-time employee. This is based upon the hire date or change to full-time status. Vacation hours are accrued on a biweekly basis. Vacations must be scheduled in advance at the convenience of the Foundation, and must be approved by the immediate Supervisor and the Department Manager.

Full-time employees hired on or after January 1, 2013, are eligible to accrue vacation benefits in accordance with the following schedule:

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL	MAXIMUM ACCRUAL BALANCE
0 to 6.99 years	3.08	80 Hours Per Year	120 Hours
7 to 14.99 years	4.62	120 Hours Per Year	180 Hours
15 + years	6.16	160 Hours Per Year	240 Hours

Full-time employees hired before January 1, 2013, are eligible to accrue vacation benefits in accordance with the following schedule:

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL	MAXIMUM ACCRUAL BALANCE
0 to 4.99 years	3.08	80 Hours Year	120 Hours
5 to 9.99 years	4.62	120 Hours Per Year	180 Hours
10 + years	6.16	160 Hours Per Year	240 Hours

Full-time employees who work more than thirty (30), but less than forty (40) hours per week are eligible to accrue vacation benefits on a pro rata basis. Part-time employees are ineligible for vacation accruals.

Non-exempt employees may take accrued vacation in increments of one (1) hour or greater with the prior approval of the immediate Supervisor and Department Manager.

Exempt employees may schedule vacation in increments of half days (4 hours) or greater with the prior approval of the Department Manager. Department Heads must have their vacation requests approved by the Executive Director.

Exempt employees who have exhausted their vacation accrual will be paid for partial days missed; however when a full day, eight (8) hours, is missed the day will not be paid.

Vacation hours may be accrued up to one and one-half (1½) times the amount an employee can accrue each year. Under extenuating circumstances, and with written approval from the Executive Director, employees may be permitted to accrue up to a maximum of forty-five (45) days. Employees who accrue and then exceed the maximum

vacation hours will not be eligible to accrue additional hours until their accrued vacation balance is reduced to below the maximum accrual amount.

Should a Foundation-observed holiday fall during an employee's scheduled vacation, the employee will receive holiday pay for that day and will not be charged for vacation for that day.

Vacation is paid at the employee's base rate of pay which excludes additional pay types such as differentials, bonuses, and commission payments. Paid time-off while on vacation is not considered hours worked for purposes of calculating overtime.

Employees do not accrue vacation hours while on personal or family care leave of absence extending beyond one pay period.

All full-time employees who terminate their employment with the Foundation will be paid for any accrued but unused vacation hours.

E. Holiday Benefits

All regular full-time employees are eligible to receive the following nine (9) Foundation-observed Holidays **plus** one (1) Floating Holiday with pay.

All eligible employees shall be entitled to the following Foundation observed holidays off with pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (1)*

*Full time employees who have completed their first 90 days of employment are eligible for a Floating Holiday. Scheduling is at the discretion of your Supervisor with the approval of your Department Manager.

For example, an employee might choose to use the Floating holiday to observe a religious holiday or a holiday not observed by the Foundation or one's birthday, etc. The Floating Holiday must be taken as a full day (8 hours). No partial days/hours will be permitted for the Floating Holiday.

When a holiday listed above falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

When it is necessary for an employee to work on a Foundation observed holiday, the Supervisor shall provide the employee another day-off at the convenience of the Department.

If an employee works eight (8) hours on a holiday and is eligible for holiday pay, the employee will receive eight (8) hours holiday pay, plus eight (8) hours of scheduled work time at one and one-half (1½) the employee's regular rate of pay. If an eligible employee is scheduled less than eight (8) hours on the holiday, the employee will receive prorated holiday hours based on scheduled hours. Holiday hours paid on the Foundation's observed holidays will count as time worked when calculating weekly overtime. Daily overtime will be based on time actually worked.

If a Foundation observed holiday falls during the employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.

In order to be eligible for holiday benefits, an employee MUST work the last full scheduled workday before the holiday and the first full scheduled workday after the holiday unless on scheduled vacation or excused by the employee's supervisor.

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Time taken for personal or family care leave of absence is not considered work time. Employees do not accrue vacation or sick hours or receive holiday pay while on personal or family care leaves greater than one pay period. If a Foundation observed holiday falls during an unpaid leave of absence, no pay will be given for the holiday.

F. Legislated Benefits

(i) Workers' Compensation Insurance

The Foundation carries workers' compensation insurance coverage as required by the State of California to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Employees are automatically covered by this insurance on their first day of employment. The cost of this coverage is paid completely by the Foundation.

If you are injured while working, please report it ***immediately*** to your Supervisor, regardless of how minor the injury may be. If you have any questions regarding the workers' compensation insurance program, please contact the Human Resources Director.

(ii) State Disability Insurance (SDI)

To protect employees who miss work for a non-work-related accident or illness, the law requires that a small percentage of each employee's wages, up to the prevailing maximum, be deducted each pay period for disability insurance. Eligible employees will be paid a percentage of their regular earnings for a maximum period provided by law in any one (1) year.

Claim forms are available in the Human Resources Department or at <http://www.edd.ca.gov>. You must file a claim with the California Employment Development Department (EDD) to receive any payment. Questions about this program should be directed to California's Employment Development Department (EDD).

(iii) Paid Family Leave Insurance

Employees are required by state law to make contributions to the Paid Family Leave Insurance (PFL) program through mandatory payroll tax deductions. Eligible employees may receive PFL benefits when they are unable to work due to the need to care for qualified family members or to bond with a new child. Employees may file benefit claims with the Employment Development Department (EDD). Benefits are paid directly by the EDD to eligible employees. Unemployment Insurance

The Foundation contributes to the Unemployment Insurance Program. If your employment terminates, you may be eligible to receive unemployment insurance. Claims should be filed at <http://www.edd.ca.gov>. Unemployment Insurance is coordinated through California's Employment Development Department (EDD) which determines a person's eligibility.

(iv) Federal Insurance Contributions Act (FICA)

As an employee of the Foundation, you are covered under the provisions of the Federal Insurance Contributions Act (FICA). This is a federal act mandating employers deduct a particular tax percentage from the earnings of every employee each pay period for Social Security benefits (OASDI and Medicare). The amount of the deduction from your wages for these taxes is matched by the Foundation. Social Security benefits are often a significant step to provide you and your family a retirement income and health benefits as you retire.

G. Consolidated Omnibus Budget Reconciliation Act (COBRA)

As a result of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their eligible dependents that are enrolled in the group medical, dental and/or vision plans at time of termination will be advised by the Foundation's insurance broker of their rights under the terms and conditions of COBRA. Dependents of employees who become eligible for benefits will also be notified of their rights under COBRA. Under COBRA, employees and their eligible dependents may continue their group medical, dental, and/or vision at group rates at their own expense.

H. Employee Hiring Referrals

We would like to encourage you to tell people you know about employment opportunities at GRF and want to provide an incentive for you to do so.

If you know of someone who would be qualified for one of our job openings, please let them know how to apply through the Leisure World Seal Beach website Careers page at www.lwsb.com/careers and complete the Candidate Referral Form

If the person you refer is hired, you will be paid a Referral Bonus.

For details about this referral program, please see our Employee Hiring Incentive Policy.

LEAVES OF ABSENCE

I. Family and Medical Leave

Eligible employees may take unpaid, job-protected leave under the Family and Medical Leave Act (“FMLA”) for specified family and medical reasons.

(i) Eligibility

To be eligible for FMLA leave, you must meet all of the following criteria:

- Have worked at least 12 months for the Foundation;
- Have worked at least 1,250 hours for the Foundation over the preceding 12 months; and
- Work at a location where there are at least 50 Foundation employees either at that location or within a 75-mile radius of that location.

(ii) Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

- Birth of a child, or to care for a newly-born child;
- Placement of a child with the employee for adoption or foster care;
- To care for an immediate family member (spouse, child, or employee’s parent) with a serious health condition;
- Because of the employee’s serious health condition which makes the employee unable to perform the functions of the employee’s job; or
- Because of a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or ordered to active duty in the armed forces and/or to care for an injured service member if the employee is the spouse, son, daughter, parent or next of kin of the injured service member.

(iii) Duration of Leave

Except in the case of leave to care for an injured service member, an eligible employee’s FMLA leave entitlement is limited to a total of 12 workweeks of unpaid leave during any “rolling” 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

An eligible employee seeking leave to care for an injured service member is entitled to a combined total of 26 workweeks of leave for military caregiver leave and leave for any other FMLA-qualifying reason during the same “single 12-month period.” Of this 26-week period, the employee may take no more than 12 workweeks of leave because of a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or ordered to active duty or for any other FMLA-qualifying reason. For purposes of military caregiver leave, a “single 12-month period” begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that

date. If the employee takes less than 26 weeks of leave during that 12-month period, the unused weeks are forfeited.

You may take FMLA leave intermittently, by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition. Intermittent leave for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care may be available, but may be subject to additional restrictions. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave in a manner that will least disrupt the Foundation's operations.

(iv) Benefits While on Family/Medical Care Leave

During the family/medical leave period, the Foundation will maintain the employee's health coverage under any group health plan as if the employee had remained employed. The employee will be required to pay his/her share of benefit premiums during the leave. If an employee fails to return to work at the conclusion of his/her leave, the Foundation may recover its share of health premiums paid for the employee during the duration of the leave unless the inability to return to work is due to a serious health condition of the employee or an immediate family member, or circumstances beyond the employee's control. The employee will not lose any employee benefits or seniority that accrued prior to the start of the leave. Employees are not eligible for and do not accrue any additional employee benefits (e.g. holiday, vacation, etc.) or seniority while on unpaid leave.

(v) Application of Paid Leave

Accrued sick time must be used if the leave is for the employee's serious health condition and may be used if the leave is for any other reason. During the time taken for family/medical care leave, the employee must also use any accrued vacation hours, unless the leave taken also qualifies as Pregnancy Disability Leave.

(vi) Notice Requirements and Conditions of Leave

The employee must give advance notice thirty (30) days prior to the leave, or as much advance notice as is practicable. For planned medical treatment, the employee should try to schedule the treatment to avoid undue disruption of the Foundation's operations. Regarding any leave based on a serious health condition, the employee must submit written medical certification supporting the request for a family care leave. If the employee requests an intermittent or reduced leave schedule, the medical certification must also document the dates and duration of any medical treatments. Where both spouses are employed with the Foundation, the combined amount of leave available for both spouses for leave taken for the birth, adoption or foster care placement of a child may not total more than twelve (12) weeks during the 12-month period. The Foundation may require an employee on a family/medical care leave of absence to periodically submit subsequent written certifications from a health care provider and reports regarding his/her status and intent to return to work.

(vii) Reinstatement Upon Return from Family Medical Care Leave

Employees granted leave are guaranteed reinstatement to the same or an equivalent job position at the end of the leave unless the job ceased to exist for legitimate business reasons and subject to any other defense allowed under the law. However, a salaried employee who is among the highest paid ten (10) percent of employees employed by the Foundation within a 75-mile radius of the employee's worksite will not be guaranteed reinstatement if granting reinstatement would cause substantial and grievous economic injury to the Foundation. An employee returning from a family/medical care leave due to his/her own serious illness must submit a medical certification verifying his/her ability to resume work to full duty or with any medical restrictions. This certification should not be a previously submitted note initially placing the employee on leave or extending the leave, it must be a new and separate certification.

(viii) Concurrent Leaves of Absence

Where permitted by law, the period of any leave taken pursuant to this policy will run simultaneously with any other period of leave mandated by law.

J. California Family Rights Act

(i) Employee Eligibility

An employee is eligible for family or medical care leave of up to twelve (12) weeks during a 12-month period, under the California Family Rights Act ("CFRA") if the employee has worked for the Foundation for at least one year, has worked at least 1,250 hours over the previous twelve (12) months, and is employed at a worksite in California where the Foundation employs at least fifty (50) employees within a 75-mile radius of that worksite.

The 12-month period in which the leave occurs will be calculated on a "rolling" 12-month period measured backward from the date an employee uses any family leave.

(ii) Permissible Purposes of CFRA Leave

An eligible employee may take unpaid family/medical care leave of up to twelve (12) weeks during a 12-month period for any of the following reasons: (1) to care for the employee's child after birth; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for the employee's child, parent, spouse or domestic partner who has a serious health condition; or (4) for a serious health condition (other than a pregnancy-related disability) that prevents the employee from performing one or more of the essential functions of the employee's position.

(iii) Relation to FMLA Leave

To the extent CFRA leave is permitted to run concurrently with FMLA leave, the terms and conditions in the Foundation's FMLA Leave Policy are incorporated herein by reference.

(iv) Pregnancy-Related Disabilities

Under CFRA, a disability due to pregnancy, childbirth or related medical condition is not a “serious health condition” and, therefore, is not counted against an employee’s CFRA Leave entitlement. Instead, pregnancy-related disabilities are covered by California’s Pregnancy Disability Leave Law, discussed below.

K. Pregnancy Disability Leave and Transfer Privileges

(i) Eligibility for PDL

If you are affected or disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (“PDL”), regardless of full-time or part-time status or length of service. Time off needed for prenatal or postnatal care; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy would all be covered by your PDL.

(ii) Amount of PDL

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical condition up to four months or the working days in one-third of a year or 17 $\frac{1}{3}$ weeks, per pregnancy. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

(iii) Reasonable Accommodation

If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, provided you are qualified and such position is available. In addition, you may be eligible for a change in your work environment or in the way your job is customarily done to enable you to perform the essential functions of your job. Reasonable accommodation may include, but is not limited to: modifying work practices or policies; modifying work duties; modifying work schedules to permit earlier or later hours, or to permit more frequent breaks; providing stools or chairs or otherwise modifying furniture or equipment.

(iv) Requesting PDL

You must provide at least 30 days advance notice of your need for a reasonable accommodation, transfer or pregnancy disability leave, or as much prior notice as practicable. If you are requesting a reasonable accommodation or transfer because of pregnancy, you must provide a written certification from your health care provider which should include: a description of the requested reasonable accommodation or transfer; a statement describing the medical advisability of the reasonable accommodation or transfer; and the date on which the need for the reasonable accommodation or transfer became or will become medically advisable and its estimated duration. If you are requesting a leave of absence because of pregnancy, you must provide a written certification from your health care provider which should include: a statement that you

need to take pregnancy disability leave because you are disabled by pregnancy, childbirth or related medical condition; and the date on which you became disabled because of pregnancy and the estimated duration of the leave.

(v) Pay While On PDL

PDL is unpaid except to the extent you are otherwise eligible for Foundation-provided long term disability benefits or state-provided disability/family leave benefits. We encourage you to contact the California Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your leave. During the time taken for PDL, the employee must use any accrued sick hours and may use any vacation hours.

(vi) Benefits While On PDL

At your option, you can use any accrued vacation time as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick time during your PDL. The use of any paid leave will not extend the duration of your available PDL. Employees on PDL are not eligible for, and do not accrue, any additional employee benefits (e.g., holidays, sick leave, vacation, etc.) while on leave.

During the PDL, the Foundation will maintain your health insurance coverage under any group health plan as if you had remained actively employed, after which you will be eligible for continuation coverage under COBRA. You, however, must continue to pay any employee contribution to the health coverage.

(vii) Returning From PDL

Upon your return from PDL, you will be reinstated to your same position unless your job ceases to exist because of legitimate business reasons unrelated to your PDL. As a condition of your return from PDL, or transfer, the Foundation requires you to obtain a release to return to work from your health care provider stating that you are able to resume your original job duties.

If you do not return to work on the originally scheduled return date or request, in advance, an extension of the agreed upon leave with appropriate medical documentation, you will be deemed to have voluntarily terminated your employment with the Foundation. Failure to notify the Foundation of your ability to return to work when it occurs, or your continued absence from work because your leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of your employment with the Foundation, unless you are otherwise entitled to additional leave under state or federal law.

(viii) Relation to FMLA Leave

PDL leave may run concurrently with FMLA leave, if you are eligible for such leave and, to that extent, the terms and conditions in the Foundation's FMLA Leave Policy are incorporated herein by reference.

Any request for leave after your pregnancy disability has ended will be treated as a request for Family and Medical Leave under the California Family Rights Act and the Federal Family Medical Leave Act, if you are eligible for such leave. Please refer to the Family and Medical Leave and California Family Rights Act policies in this Handbook for additional information.

L. Medical Leave of Absence for Occupational Disabilities

A leave of absence shall be granted upon written request for any full-time or part-time employee who sustains a work-related disability. A leave of absence for a work-related disability shall be extended to the employee for the duration of the work-related disability. Employees returning from a leave will be given credit for any portion of an Orientation Period completed prior to the commencement of the leave of absence. Benefits for a leave of absence for a work-related disability will be coordinated with workers' compensation benefits. Employees may also be entitled to benefits under other policies such as FMLA. Notification requirements for a medical leave of absence for occupational disabilities are the same as those for medical leaves for non-occupational disabilities. The Foundation will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occur:

- The employee is released for full or partial duty.
- The Foundation receives medical evidence satisfactory to it that the employee will be permanently unable to return to work.
- The employee directly or indirectly informs the Foundation (e.g., by accepting other employment that is inconsistent with the intent to return to the job, moving out of the state, etc.) that he or she does not intend to return to the Foundation's employment.
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An employee who returns to work at the end of the leave of absence will be returned to his or her former position, if possible, or, if the employee's prior position is unavailable due to business needs, the employee will be offered the first available opening in a comparable position for which he or she is qualified. The employee must provide a health care provider's statement that indicates that he or she is fit to return to work. Leave for a work-related disability will be classified as an FMLA/CFRA leave if the employee is eligible. The leave under these laws runs concurrently, and eligible associates will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period starting from the first disability day off.

M. Personal Leaves of Absence

A personal leave of absence without pay may be granted to a regular full-time or part-time employee for a reasonable period of time of up to sixty (60) calendar days in a rolling calendar year, beginning with the first day of leave taken under this policy.

(i) Requests

Requests must be submitted in writing and must be approved by the employee's immediate Supervisor and Department Manager before the leave begins. Failure to follow this procedure means the Leave of Absence is not approved, and the employee will be subject to the attendance policy. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the work day after the leave expires will be considered to have voluntarily terminated employment.

(ii) Status of Employee Benefits During Personal Leave

The Foundation does not pay for group health insurance premiums during any portion of a personal leave of absence. Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the period of the leave must be paid in a timely manner. Since premiums are normally due by the first day of each month, premiums for a month will be considered untimely if received more than thirty (30) days after this date. Failure to pay premiums in a timely manner will result in immediate termination of coverage.

N. Military Leave of Absence

The Foundation provides unpaid leave to employees for military service in accordance with the provisions of the Uniform Services Employment and Re-Employment Rights Act 1994. Employees who would like further information about their rights to military leave should contact the Human Resources Director.

O. Military Spouse Leave

Qualified employees will be given up to ten (10) days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or National Guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay. Qualified employees are employees who work an average of twenty (20) hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict. Qualified employees who wish to request this leave must provide the Foundation's Human Resources Director with a written request for such leave within two (2) business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the Foundation's Human Resources Director certifying that the military member will be on military leave from deployment.

P. School Activities and School Appearances Involving Suspension

An employee who is the parent, guardian, or grandparent having custody, of one or more children in kindergarten through grade 12, or attending a licensed child day care facility, is eligible for up to 40 hours of unpaid leave time each year to participate in the activities of the school or day care facility of any of his/her children. Forty hours is the maximum amount of time that may be taken in any calendar year, and no more than eight hours of leave time may be taken per calendar month.

An employee may also take off additional time as may be necessary to attend his/her child or grandchild's school to discuss a possible suspension or expulsion.

The employee must provide his/her supervisor or the Human Resources Director reasonable advance notice of the need for such leave time and must provide written documentation from the school or day care facility verifying the employee's participation in the activities on a specific date and at a particular time.

Vacation time may be used for such absences; otherwise, school visitation time is unpaid. No adverse action will be taken against any employee in any manner for requesting or taking time off as provided in this policy.

If both parents of a child work for the Company, only one parent — the first to provide notice — may take the time off, unless the Company approves both parents taking time off simultaneously.

Q. Jury Duty and Court Appearances

The Foundation assures time-off, without pay or loss of seniority, for an employee to serve on jury duty or to appear as a witness in a legal proceeding. However, exempt employees will receive full salary unless they are absent for a full week and perform no work.

An employee who is summoned to report for jury duty or to appear as a witness in a legal proceeding must immediately notify his/her supervisor and provide the Foundation with the notice to serve, witness subpoena, or summons to appear in order to be granted a leave of absence. On days when the employee is not required to serve, the employee is expected to report to work.

Excused absences because of jury duty will not be considered time worked for the purpose of computing overtime.

Should an employee be subpoenaed, on Foundation related business, to appear in court, the Foundation will pay for the absence and those hours will be considered as time worked for the purpose of computing overtime.

R. Time-Off to Vote

Employees who are unable to vote during non-working hours may arrange, in advance, to take up to two (2) hours off from work, with pay, to vote in a public election. In order to receive time-off for voting, the employee must obtain approval from his or her immediate Supervisor forty-eight (48) hours in advance, and present a voter's receipt to their Supervisor, when returning from voting. Time-off to vote may be taken only at the beginning or end of the employee's shift.

S. Bereavement Leave

In the event of the death of an immediate family member, the Foundation will grant a full-time employee up to three (3) days leave with pay, in order to arrange and attend the funeral. The Foundation may require proof of the death prior to issuing bereavement pay.

Immediate family members are defined as spouse, domestic partner, child, sister, brother, father, mother, father-in-law, mother-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild or legal guardian.

T. Absences for Weather Conditions

Severe weather or weather related problems, such as earthquakes, floods, etc., might make travel conditions dangerous. Employees are expected to use caution and exercise good judgment when traveling and are not encouraged to take any unnecessary risks getting to work.

Should the Foundation need to close, due to weather or other emergencies, the Executive Director or the President of the Foundation, will make that decision. Employees not working should call the Emergency Phone Line (EPL) for up to date work related information. EPL # 1-562-999-3810

U. Crime Victims

Employees who miss work in order to attend judicial proceedings relating to certain crimes may elect to use their accrued sick or vacation benefits to receive pay for their absence. This privilege will be available to employees who are victims of a violent or serious felony, as defined by law, or a felony involving theft or embezzlement. It will also be available to immediate family members of victims of such crimes. For purposes of this policy only, the term "immediate family member" means spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner or child of a registered domestic partner.

Before an employee may be absent from work, the employee should give notice to his/her supervisor or the Human Resources Director and provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing such notice. If advance notice is not possible, the employee must provide appropriate written documentation evidencing the judicial proceeding.

No adverse action will be taken against any employee in any manner for requesting or taking time off as provided in this policy.

V. Domestic Violence, Sexual Assault or Stalking Victims

An employee who is a victim of domestic violence, sexual assault, or stalking may take time off in order to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child.

If an employee needs time off to obtain relief from domestic violence, sexual assault, or stalking, the employee should give advance notice to his/her supervisor or the Human Resources Director as soon as possible so that arrangements to accommodate the employee's absence may be made. If advance notice is not possible, the employee must provide appropriate written certification of the reason for his/her absence upon his/her return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault, or stalking. Time off on account of domestic violence, sexual assault, or stalking is unpaid. However, the employee may utilize any available vacation or sick time. No adverse action will be taken against any employee in any manner for requesting or taking time off as provided in this policy.

Employees may also take time off, subject to the terms of this policy, for any of the following: to seek medical attention for injuries caused by domestic violence, sexual assault; or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault; or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault; or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

W. Volunteer Firefighter, Peace Officers, and Rescue Personnel

An employee who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel may take up an aggregate of fourteen (14) days unpaid leave time per calendar year to engage in fire, law enforcement or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

X. Civil Air Patrol Leave

The Foundation will provide up to 10 days of unpaid leave per year for voluntary members of the California Wing of the Civil Air Patrol to respond to an emergency operational mission. Leave is limited to three days on any one occasion, but can be extended if authorized by the government entity that called for the mission and the Foundation agrees. In order to qualify for the Civil Air Patrol leave, employee volunteer members must be employed by the Foundation for at least 90 days immediately preceding the commencement of leave.

Employees will be required to give the Foundation as much notice as is possible of the intended leave dates. Upon expiration of the leave, the Foundation will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of these leave rights.

Y. Lactation Accommodation

Employees who wish to express breast milk at work may request the opportunity to do so. The Foundation shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. Where an employee has a private office, it may be used for that purpose. Employees can exercise this privilege during their regular rest periods when possible. If it is not possible to exercise this privilege during a regular rest period, employees can arrange with their immediate Supervisor to take additional time or express breast milk at a different time. The time will be paid when employees use their regular rest period to express breast milk. In some instances where special accommodations are made and a non-exempt employee receives time off in addition to her rest periods to express breast milk, the additional time may be unpaid.

Z. Alcohol and Drug Rehabilitation Leave

The Foundation wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time-off to participate in the program unless it would result in an undue hardship to the Foundation. If an employee requests time-off to participate in such a program, the Foundation will make reasonable efforts to keep the fact that the employee enrolled in the program confidential.

The employee may use any accrued sick leave or vacation benefits while on leave. However, additional benefits will not accrue during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.

Nothing in this policy prohibits the Foundation from refusing to hire, or terminating, an employee who, because of the employee's current drug or alcohol use, is unable to

perform his or her duties, or cannot perform the duties in a manner which would not endanger his or her health or safety or the health or safety of others.

AA. Literacy Education

The law requires employers to reasonably accommodate and assist any employee who reveals a problem with illiteracy. Consistent with the obligation, if an employee reveals such a problem and requests the Foundation's assistance in enrolling in an adult literacy education program, the Foundation will attempt to assist the employee if the accommodation requested would not result in an undue hardship. The type of assistance available from the Foundation will include, as example, providing the employee with the locations of local literacy education programs. The Foundation does not provide paid time-off, however, for participation in an adult literacy education program.

BB. Organ and Bone Marrow Donation

An employee may request a leave of absence of up to thirty (30) days to donate an organ to another person or up to five (5) days to donate bone marrow. The employee must support the request for a leave with written verification that he or she is an organ or bone marrow donor, and that the organ or bone marrow donation is required by medical necessity.

The employee must use accrued sick or vacation benefits during the leave of absence. The amount of benefits that must be used is determined by the reason for the leave and the amount of the employee's available sick or vacation leave benefits. The employee must use two (2) weeks sick and vacation benefits for organ donation leave and five (5) days benefits for bone marrow donation leave.

Leave for organ or bone marrow donation may be taken in addition to any family medical leave rights to which you may be entitled.

VII. HEALTH AND SAFETY

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Employees must report all work-related injuries or illnesses immediately to their Supervisor or to the Human Resources Director. To promote the concept of a safe workplace, the Foundation maintains an Injury and Illness Prevention Program. A copy of the Injury and Illness Prevention Program will be given to all employees at time of hire.

The Foundation's Injury and Illness Prevention Program provides for meetings, training programs, the posting of safety notices and safety tips and providing periodic written communications to employees regarding safety matters. The program also includes periodic inspections to identify and evaluate potential security and safety hazards within the Foundation's property. In addition, it provides for the correction of any hazards that are identified and the investigation resulting in injury or property damage.

Full cooperation by all employees is necessary for the Foundation to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their obligations under this policy to their Supervisor, the Foundation's Safety Coordinator, or the Human Resources Director. Any unsafe or hazardous condition should be reported to your Supervisor immediately.

Should an accident or injury occur, no matter how minor, report it immediately, or at the earliest possible moment, to your Supervisor or the Human Resources Director.

A. Workplace Security and Anti-Violence Policy

The Foundation is committed to providing a violence-free workplace for its employees. In keeping with this commitment, it has established an anti-violence policy that prohibits actual or threatened violence by employees against co-workers or other persons. This policy is also intended to promote workplace security by addressing situations in which outsiders enter the workplace and engage in violent acts or threaten employees with violence. Although some kinds of violence result from societal issues that are beyond our control, the Foundation believes that it can adopt some measures that will increase security and protection of our employees. In order to accomplish this objective, we must require the cooperation of all employees.

The Foundation believes that employees may be better prepared to avoid or prevent violence if they are able to recognize early warning signs in advance and follow appropriate response procedures. Employees will therefore play a crucial role in the administration of the anti-violence policy.

(i) Early Warning Signs

Employees should understand that certain risk factors and behavior patterns may offer early warning signs of violent conduct. Examples of such warning signs include the following:

- A history of emotional or mental disturbance;
- A history of threatening or violent behavior;
- Paranoia or easily panicked behavior;
- A fascination or preoccupation with weapons, particularly weapons or explosives that could be used for mass destruction;
- Extreme stress from personal problems or a life crisis;
- Events affecting workplace conditions and/or generating stress;
- Identifying with incidents of workplace violence reported in the media and either condoning or sympathizing with the actions of the individuals committing the violence;
- Being a loner with little or no involvement with other employees;
- Engaging in frequent disputes with co-workers, Supervisors or Department Managers;
- Routine violation of Foundation policy; and
- Obsessive involvement with one's job, particularly where it occurs with no apparent outside interest.
-

If a Supervisor becomes aware of risk factors and behavior patterns of the type described above, the Supervisor should immediately contact the Human Resources Director.

(ii) Threats of Violence

Every threat of violence is serious and must be treated as such. Threatening behavior can include, but is not limited to actions such as:

- Throwing objects;
- Making a verbal threat to harm another individual or destroy property;
- Making menacing gestures;
- Expressing significant grudges against co-workers, Supervisors, Department Managers, shareholders, etc.;
- Displaying an intense or obsessive romantic interest that exceeds the normal bounds of interpersonal interest;
- Attempting to intimidate or harass other individuals; Behavior indicating that the individual is significantly out of touch with reality and that he or she may pose a danger either to himself or herself or to others;
- Provoking a fight or fighting;
- Participating in horseplay or practical jokes;
- Carrying firearms or any other weapons;
- Engaging in criminal conduct whether or not related to job performance;
- Use of abusive or threatening language toward a supervisor or member of management; and
- Using abusive, threatening or intimidating language.

Employees who become aware of any threats of workplace violence must report the threats immediately to their Supervisor. The Supervisor will, in turn, be responsible to

notify the Human Resources Director who will consult with the Executive Director in order to complete an assessment of the incident and the surrounding circumstances.

(iii) Imminent Risk of Violence

If an employee becomes aware of any actual violence, imminent violence, or threat of imminent violence, obtaining emergency assistance must be a matter of first priority. The employee should immediately contact the Security Office by dialing 377 and, if appropriate, should contact the Seal Beach Police, by dialing **9-1-1**. Immediately after contacting the law enforcement authorities for emergency assistance, the employee must report the incident to his or her Supervisor or Department Manager. If the Supervisor or Department Manager is not immediately available, the employee should contact the Human Resources Director immediately after contacting law enforcement authorities. Employees may report any incidents of violence or threats of violence without fear of reprisal of any kind.

(iv) Policy Violations

In cases where it is determined that an employee has violated this policy by threatening another individual with violence or engaging in violent behavior, the Human Resources Director will determine the appropriate corrective action, including whether disciplinary action is warranted. If it is determined that a threat of violence was made or actual violence has occurred, disciplinary action will be imposed, up to and possibly including immediate termination. In situations where it is found appropriate to do so, an individual who violates this policy may be required to obtain counseling or other available assistance.

B. Non-Smoking Facility

The Foundation is committed to a philosophy of good health and a safe work environment. In keeping with this philosophy, it is important that the work place and office environment reflect the Foundation's concern for good health.

The Company maintains smoke- and tobacco-free offices. Smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes, pipes, cigars, snuff, or chewing tobacco) is not permitted inside Foundation offices, any work areas, Clubhouses, Library, or in vehicles owned, leased, or rented by the Company. Smoking is only permitted in designated, outside areas, marked as "smoking areas" and only during breaks or non-worked hours. No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco or similar products.

C. Alcohol and Drug Abuse Policy

The Foundation has maintained a strong commitment to provide a safe, efficient, and productive work environment. The Foundation wishes to ensure that employees will perform their duties safely and efficiently in a manner that protects their interests and those of their co-workers. The Foundation also desires to promote efficiency in the work

place and to provide the highest quality of services to the shareholders. In keeping with this commitment, the Foundation has a strict policy regarding the inappropriate use and possession of drugs and alcohol. This policy recognizes that employee involvement with alcohol or drugs can be extremely disruptive and harmful to the work place. It can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. Accordingly, the Foundation requires all employees to report for work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs. All employees must adhere to the rules stated in this policy.

No employee may use, possess, transfer, distribute, manufacture, or sell alcohol or any illegal drugs while on the Foundation's premises, while on duty, while on on-call status or while operating a vehicle or potentially dangerous equipment that is owned or leased by the Foundation. In addition, no employee may report for work, or go or remain on duty or on on-call status, while under the influence of or impaired by any "illegal drug" if its use is prohibited or restricted by law and an employee improperly uses or possess the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct. The Foundation may require testing of an employee based upon a reasonable suspicion that the employee is under the influence of or impaired by alcohol or drugs.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must also notify a Supervisor of such use immediately before reporting to work under such medication. If the Foundation determines that such use does not pose any safety or work quality risk, the employee will be permitted to work.

It is essential that all employees comply fully with this policy. Employees who violate this policy are subject to disciplinary action up to and including the possibility of immediate termination.

D. Driving on Foundation Premises

All employees who drive a personal vehicle on the Golden Rain Foundation premises must have a valid driver's license and display a valid Golden Rain Foundation parking pass in their window or on their dashboard.

Upon cessation of employment, Human Resources will coordinate the return of the parking pass to the Security department.

Other vehicle and pedestrian rules and regulations as defined in Community Operations Policy 1920, Traffic Rules and Regulations and Policy 1925, Traffic Rules and Regulation

E. Driving Records

The Foundation is committed to making certain that employees who have driving responsibilities do not place the Foundation, shareholders/members, employees, GRF Board Members, Mutual Directors or the general public at risk.

In keeping with this policy, all employees who are required to operate a Foundation vehicle in the course of their assigned duties are required to have a clear driving record and a valid California driver's license in their possession during work hours. Individuals who fail to maintain such driving records may become unsuitable for their positions. In such cases, the Foundation reserves the right to discipline or terminate employees with driving responsibilities whose driving records become unsatisfactory, at the sole discretion of the Foundation.

In order to verify an individual's driving status, the Foundation will require the employees to sign any necessary authorizations that are required or appropriate to request records directly from the California Department of Motor Vehicles. Subject to any limitations imposed by state and federal laws, individuals must cooperate fully with any request for records or request for an authorization to seek such records from an appropriate agency.

F. Notice of Suspension or Revocation of License

The Foundation requires employees with driving responsibilities to inform the Foundation within 24-hours if the employee's driver's license has been suspended or revoked or if the employee's liability insurance has been canceled. Employees who fail to comply with this requirement will be subject to disciplinary action found appropriate by the Foundation, up to and possibly including termination of employment. Employees must operate motor vehicles in a safe and reasonable manner that conforms to all applicable traffic and safety laws.

G. Use of Cell Phones and Texting While Driving

Employees are expected to operate motor vehicles safely in accordance with applicable State of California laws. Among other things, these laws prohibit the operation of motor vehicles in excess of applicable speed limits, while under the influence of alcohol, controlled substances, or medications that impair driving abilities, or in any unsafe manner. The laws also recognize that the use of cellular phones and text messaging devices can create distractions. If an employee operates a motor vehicle while using a wireless telephone, the wireless telephone must be used in a manner that allows hands-free listening and talking operations. It may not be used under any circumstances that would distract any employee from the duty to drive in a safe and non-negligent manner. Reading, preparing, typing or sending text messages while operating a motor vehicle of any kind is strictly prohibited.

VIII. SEPARATION FROM EMPLOYMENT

A. Exit Interviews and Final Pay

(i) Resignation

If you find it necessary to resign, you are requested but not required to give advance notice in writing to your immediate Supervisor specifying the last day you will be at work. This date will be considered the effective date of your resignation. Regular full-time employees are requested but not required to give at least two (2) weeks advance notice of the effective date of a resignation.

(ii) Terminations

Employees who are involuntarily terminated will be paid all wages due, including accrued but unused vacation, on their last day of work.

(iii) Exit Interview

The Human Resources Department will conduct exit interviews either in person or through an exit interview form with each employee who leaves the Foundation voluntarily. The interview allows employees to communicate their views on their work with the Foundation and the job requirements, operations, and training needs. It also provides the employee an opportunity to discuss issues concerning working conditions, salary and benefits.

B. Return of Foundation Property

Employees are required to return all Foundation-owned property in their possession, custody, or control immediately on termination of employment for any reason. This includes Employee Handbooks, Foundation ID's, gate passes/decals, keys, tools, equipment, etc. that the employee may have received, as well as any electronic files belonging to the Foundation. Failure to return Foundation property at the time of termination may subject the employee to legal action to recover such property.

C. Final Paycheck

Employees will receive their final paycheck within the time required by the State of California. The final paycheck, for employees who resign with at least seventy-two (72) hours advance notice, will be provided on their last day of work. Employees who resign without providing at least seventy-two (72) hours advance notice, however, will receive their final paycheck within seventy-two (72) hours of their resignation. Employees who are terminated involuntarily will be provided their final paycheck on their last day of work. All employees will be paid their accrued but unused vacation hours.

D. Reduction in Force

Under some circumstances, the Foundation may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes

necessary, the Foundation will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Foundation will take into account, among other things, operational requirements, the skill level, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

E. Rehire Eligibility

Employees who are classified as "eligible for rehire" upon separation from the company will be considered for rehire with other applicants. Any employee who has separated employment, is eligible for rehire, and returns to work with a break of service of less than ninety (90) days, will be reinstated with the original employment anniversary date as when the employee left. If the employee is reinstated to the same position, the rate of pay will remain the same as when the employee left. If, however, the employee is reinstated to another position, the rate of pay will be adjusted to the appropriate established salary range for the current position. Eligibility for benefits will be determined according to the current benefit plan document statements.

Employees who are rehired following a break in service of more than ninety (90) days will be considered a new employee from the effective date of the re-employment for all purposes. This will include established review periods, pay, and eligibility for benefits, except the retirement plan. Employees who are rehired within 12 months from the previous separation will have previously accrued and unused sick leave restored. Information on how re-employment affects participation in the retirement plan can be obtained from the Human Resources Department.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This handbook describes important information about Golden Rain Foundation ("Foundation"), and I understand that I should consult my direct supervisor or the Human Resources Department regarding any questions not answered in the handbook. I have entered into an "*at-will*" employment relationship with the Foundation voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Foundation or I can terminate the relationship at will, for any reason or no reason, with or without cause, and with or without prior notice, at any time. I understand that my status as an "*at-will*" employee can be changed only by a fully-integrated written agreement signed by the President of the Foundation that expressly states an intention to change the "*at-will*" nature of my employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Foundation's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand that I am governed by the contents of the handbook and that I am expected to read, understand and adhere to the Foundation policies and will familiarize myself with the material in the handbook and any revisions made to it. I understand that I am bound by the contents of the handbook and any revisions whether or not I read and familiarize myself with it.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (PRINTED)

EMPLOYEE COPY – RETAIN FOR YOUR RECORDS

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I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (PRINTED)

FILE COPY – SIGN AND RETURN



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POSITION DESCRIPTION 3491.6, PARKING ENFORCEMENT
DATE: APRIL 15, 2019
CC: FILE

At its April 12, 2019 meeting, the Executive Committee recommended the GRF Board of Directors rescind the Parking Enforcement Specialist position description 3491.6 (Exhibit A), approved at the April 25, 2017 GRF Board of Directors' meeting. This recommendation is based upon Security Department operational revisions for enhanced efficiency and optimum use of staffing hours.

When the pilot parking citation program began, the sole responsibility to issue parking citations for both GRF and the 16 Mutuals was upon the parking enforcement specialist. Since there were only two officers assigned to this position, it severely limited the enforcement of parking violations inside the community.

In order to provide more comprehensive enforcement upon Trust Property, as well as all Mutuals, all Security Officers will be trained on procedures for issuing a citation and, if approved, the current Parking Enforcement Specialist will be transferred to Security Officer positions.

It is important to note that when the Parking Enforcement Specialist position was approved, the position was not open to any resident of Mutuals 1 to 12 and 14 to 17. This was based on a concern on the possibility of a conflict of interest, of a Shareholder member who is an employee of GRF having to issue citation to fellow Shareholders.

Due to diverse functions of the Security Department, at this time, approximately 40% of the security staff are community residents. To maintain operational cost effectiveness, any limitation on a staff member's ability to provide a security related function greatly restricts the department from providing its mission.

I move to rescind position description 3491.6., Parking Enforcement Specialist.



Parking Enforcement Specialist 3491 6

Department:	Security	Wage/Salary Grade:	R10
Position Type:	Full Time <input checked="" type="checkbox"/> Part Time <input type="checkbox"/>	Shift:	40 hours each week Varied Shifts
Reports To:	Security Services Director	FLSA:	Non-Exempt

1. Overall Function

- 1.1. Primary function is to provide enforcement of the rules, regulations and policies of the Golden Rain Foundation (GRF) and the Mutuals.

2. Duties and Responsibilities

2.1. Essential Functions

- 2.1.1. Drives a patrol vehicle, monitors streets and parking areas. Enforces GRF and/or Mutual policies, rules and regulations with regard to parking. Issues Notice of Violations/Citations to offenders as appropriate.
- 2.1.2. Identifies and documents abandoned vehicles and makes notification for towing of same.
- 2.1.3. Maintains daily records and logs of activities.
- 2.1.4. Attends Parking Rules Violations (PRV) Committee Meetings as needed.
- 2.1.5. Performs additional Security functions as directed by Watch Commander, Deputy Security Chief, or Security Chief.

2.2 Other Duties may be assigned

3. Knowledge, Skills and Abilities

- 3.1. Ability to operate a motor vehicle in a safe manner.
- 3.2. Knowledge of occupational hazards and safety precautions.
- 3.3. One year customer service experience with knowledge of radio/telephone etiquette.
- 3.4. Ability to work under stressful situations while maintaining professional demeanor.
- 3.5. Proficient computer skills and knowledge of basic office procedures.
- 3.6. Must be available to work a minimum of 24 hours per week.
- 3.7. Must be available to work variable shifts.

4. Physical Abilities

- 4.1. Frequent standing, walking and sitting.
- 4.2. Occasional bending, stooping and twisting.
- 4.3. Close vision necessary.
- 4.4. Ability to lift up to 25 pounds.

- 4.5. Ability to meet and pass applicable “GRF Physical Examination” standards prior to commencement of employment and annually thereafter.
5. Mental Abilities
 - 5.1. Ability to read, write and communicate clearly and effectively.
 - 5.2. Ability to respond to emergencies efficiently and make immediate decisions.
 - 5.3. Ability to deal effectively with co-workers, shareholders and/or members and guests, emergency and rescue personnel, delivery services, vendors and visitors.
 - 5.4. Ability to maintain confidentiality and use diplomacy and sound judgment.
6. Education
 - 6.1. Minimum high school diploma (or equivalent)
7. License & Certificates
 - 7.1. Valid California driver’s license and a satisfactory driving record are conditions of initial and continued employment.
 - 7.2. ~~In order to ensure no conflict of interest exists in performance of job duties, employee may not be a resident, or immediate family member of a resident, of the Leisure World, Seal Beach community.~~
8. Personal Protective Equipment
 - 8.1. Rain gear.
 - 8.2. Safety vest.
9. Work Environment
 - 9.1. Exposure to outdoor elements.
10. Tools and Equipment’s Used
 - 10.1. Computer
 - 10.2. Telephone
 - 10.3. Wireless radio (walkie-talkie)
 - 10.4. Body worn cameras.
 - 10.5. Operates GRF vehicle.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills of personnel so classified. This is an age restricted Community as such, employment will expose staff to the degenerative effects of aging. Individuals exhibiting memory loss, changes in mood or behavior, and/or poor or decreased judgement.

Adopted: 10 Feb 2017

I have read and understand the information contained in this position description.

Employee Name (print): _____

Employee Signature: _____ Date: _____

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: APPLICANT TRACKING SYSTEM
DATE: APRIL 16, 2019
CC: FILE

At the regularly schedule meeting of the Executive Committee on April 12, 2019, the Committee reviewed a replacement to the current Human Resources Department (HR) applicant system ZipRecruiter. This applicant system has been a cost-effective solution; however, ZipRecruiter has undergone application modifications, elimination of functionality and substantial price increase (from \$239 per month to \$549 per month)

HR staff has reviewed options to implement an Applicant Tracking System (ATS) to address the increased departmental needs, while being mindful of the expense.

Upon Committee review of the three viable solutions (see exhibit A), Clear Solutions ATS), provided the greatest functionality at a reasonable expense (\$385 per month, \$4,620 annually).

Current Operational funding (May to December 2019)	\$1,912
8-month Clear Company ATS (current budget year)	<u>\$3,080</u>
Proposed Variance to CC20	\$1,168

At the April 15, 2019 meeting of the Finance Committee, the Committee determined sufficient operational funds are available for the additional non-budgeted expense.

I move to approve the contract with Clear Solutions ATS and authorized the President to sign the agreement and cancel the subscription with ZipRecruiter.

Exhibit A

<u>Features</u>	<u>Clear Company</u>	<u>Newton</u>	<u>JazzHR</u>
Auto Post to Free Job Boards	Yes	Limited	Yes
Tracking Referrals	Yes	Possible	No
Company Career Page	Yes	Yes	Yes
Notifications	Yes	Yes	Yes
Manager Scheduling	Yes	Yes	Yes
Pricing	\$385/mo.	\$399/mo. after \$1,500 Implementation Fee	\$339/mo.
Total 1 st year cost	\$4,620	\$6,288	\$4,068

Note: Current Service provider, ZipRecruiter: Now \$549/mo. (\$6,588 yearly)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS
DATE: APRIL 23, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 15, 2019, the Committee, in accordance with Policy 5515-31 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the March 2019 financial statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the March 2019 financial statements. At the end of the report, a motion will be made to accept the March 2019 financial statements for audit.

I move that the GRF Board of Directors accept the March 2019 financial statements for audit.

Financial Recap – March 2019

As of the two-month period ended March 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$156,966.

Major variances are:

Wages, Taxes & Benefits	149,005	Favorable: Wages \$68K; P/R Taxes \$18K; Workers' Comp \$12K; Group Ins \$41K; 401(k) Match \$9K
Temporary Agency Fees	(49,919)	Unfavorable: Temporary help for key positions.
Supplies	23,308	Favorable: Low requisitions in first quarter
Professional Services	14,260	Favorable: Less legal assistance than planned
Facilities Rentals & Maintenance	70,572	Favorable: \$37K Landscaping; \$18K Repairs & Maintenance; \$11K Service Contracts
Rental Income	(97,198)	Unfavorable: Lower unit sales than planned
Interest Income	39,095	Favorable: Actual yields > planned
News Advertising	(50,406)	Unfavorable: Budget planned more aggressive sales
SRO Labor Recovery	19,935	Favorable: Recoveries exceeds budget

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,674,988	\$1,905,639	\$7,769,349	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,713,166	\$242,432	\$1,470,734	8

Total year-to-date approved unbudgeted operating expenses are \$8,000.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	145,522	
1122000	Non-Restricted Funds	1,782	
	Receivables	649,817	
	Prepaid expenses	322,746	
	Inventory of maintenance supplies	<u>452,271</u>	
	Total Current Assets		1,572,139
	Designated deposits		
1211000	Contingency Operating Fund	525,000	
	Reserve Fund	9,674,988	
1212500	Capital Improvement Fund-GRF	<u>1,713,166</u>	
	Total designated deposits		11,913,154
	Notes Receivable		
1411000	Notes Receivable	<u>32,837</u>	
	Total Notes Receivable		32,837
	Fixed Assets		
	Land, Building, Furniture & Equipment	37,634,273	
	Less: Accumulated Dep'n	<u>(24,022,461)</u>	
	Net Fixed Assets		13,611,812
	Other Assets		<u> </u>
	Total Assets		<u><u>27,129,943</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	287,044	
	Project Commitments	449,945	
	Prepaid Deposits	10,550	
	Accrued payroll & payroll taxes	448,982	
	Unearned Income	71,043	
	Accrued expenses	153,407	
	Accrued property taxes	74,119	
	Total Current Liabilites	1,495,090	
	Total Liabilities		1,495,090
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	700,000	
3212000	Reserve Equity	9,276,522	
3394000	Capital Fund Equity	1,659,887	
3310000	Beneficial Interest in Trust	11,900,265	
	Total Mutuals' Beneficial Interest		23,536,674
Membership interest			
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
	Additional paid-in-capital	4,648,351	
	Total Paid-in-Capital		6,258,151
Excess Income			
	Current Year	(28,418)	
	Total Excess Income		(28,418)
3920000	Dep'n & Amortization		(4,131,555)
	Net Stockholders' Equity		25,634,853
	Total Liabilities & Stockholders' Equity		27,129,943

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended March 31, 2019

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2018	550,000	9,732,925	1,643,004.70	25,545	11,951,475
Funded: Assessments		312,500			312,500
Funded: Amenities Fees collected	(89)	156,336	156,336		312,671
Funded: M17 Lease Fees collected	(24)	5,700	5,700		11,400
Funded: Interest on Funds		12,309			12,309
Progress Payments on CIP					-
Expenditures		(286,407)	(91,874)		(378,281)
Commitments		(258,374)			(258,374)
Transfers to/from Funds	(25,000)			25,000	-
Interest Income Allocation					-
Net Monthly Activity				(48,763)	(48,763)
Balance 03/31/2019	525,000	9,674,988	1,713,166	1,782	11,914,936
 Net Activity	 (25,000)	 (57,936)	 70,161	 (23,763)	 (36,539)

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended March 31, 2019

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	147,304	240,011	(92,707)
Current Assets	13,485,293	13,484,390	903
Current Liabilities	1,495,090	1,801,927	(306,837)
Current Ratio	9.02	7.48	
Designated Deposits:	11,913,154	11,832,679	80,475
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,410,560	1,440,264	(29,704)	(2.06)
Expense	1,335,614	1,377,251	41,637	3.02
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	74,946	63,013	11,933	
Year To Date	Actual	Budget	Variance	%
Income	4,141,724	4,224,763	(83,039)	(1.97)
Expense	3,914,221	4,154,226	240,005	5.78
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	227,503	70,537	156,966	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2019
161.15	161.25	169.09



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: FUNDS TRANSFER REQUEST – RESERVE FUNDS
DATE: APRIL 23, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 15, 2019, the members discussed the liquid funds held in various financial institutions and noted the total balances in one of the financial institutions will exceed the FDIC insurance limit upon maturity of a CDAR and, therefore, will not be in compliance with Policy 5520-31 – Reserves.

The Committee passed a motion to recommend to the GRF Board the transfer of \$500,000 of reserve funds from First Foundation Bank to US Bank, following the maturity of a \$500,000 CDAR on May 2, 2019, for the purposes of maximizing insured funds and to invest in higher yielding investments with Morgan Stanley.

I move to approve a transfer of \$500,000 of reserve funds, from First Foundation Bank to Morgan Stanley, following the maturity of a \$500,000 CDAR on May 2, 2019, for the purposes of maximizing insured funds and to invest in higher yielding investments with Morgan Stanley.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CD PURCHASE REQUEST – RESERVE FUNDS
DATE: APRIL 23, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 15, 2019, the members discussed diversifying the reserve fund investment portfolio by purchasing investments with Morgan Stanley in addition to US Bancorp. Additionally, the Committee discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs from Morgan Stanley, totaling \$1,000,000 of reserve funds, with 12-month and 18-month terms at the prevailing interest rates at the time of purchase.

I move to approve the purchase of brokered CDs from Morgan Stanley totaling \$1,000,000 of reserve funds, using funds from the US Bank money market account and proceeds from a maturing CDAR on May 2, 2019, at First Foundation Bank, with 12-month and 18-month terms at the prevailing interest rates at the time of purchase.

Reserve Funds Investment Ladder With Proposed New Purchases

Term	Maturity Month	Investment Amount	Rate
0	May-19	500,000	0.70%
1	Jun-19	800,000	0.70%
2	Jul-19	1,000,000	0.70%
3	Aug-19	495,000	2.30%
4	Sep-19	244,000	2.45%
8	Oct-19	244,000	2.45%
6	Nov-19	245,000	2.65%
7	Dec-19	243,000	2.65%
8	Jan-20	243,000	2.70%
9	Feb-20	1,000,000	2.50%
10	Mar-20	300,000	2.45%
11	Apr-20	246,000	2.65%
12	May-20	500,000	
13	Jun-20	245,000	2.85%
14	Jul-20	245,000	2.75%
15	Aug-20		
16	Sep-20		
17	Oct-20	246,000	2.85%
18	Nov-20	500,000	
19	Dec-20	245,000	3.10%
20	Jan-21	245,000	2.75%
21	Feb-21		
22	Mar-21		
23	Apr-21	245,000	3.05%
24	May-21	245,000	3.15%
25	Jun-21		
26	Jul-21	245,000	2.75%
27	Aug-21		
28	Sep-21		
29	Oct-21	245,000	3.15%
30	Nov-21		
31	Dec-21		
32	Jan-22		
33	Feb-22		
34	Mar-22		
35	Apr-22		
36	May-22		

Key:	
Black	Current investments
Black	Approved from last month
Blue	Proposed investments



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CD PURCHASE REQUEST – CAPITAL IMPROVEMENT FUNDS
DATE: APRIL 23, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 15, 2019, the members discussed investing some of the Capital Improvement funds in higher yielding investments by continuing the investment ladder with varying maturity dates, as not all funds will be needed within the short-term.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs from US Bancorp, totaling \$500,000 of Capital Improvement funds, with 12-month and 18-month terms at the prevailing interest rates at the time of purchase.

I move to approve the purchase of brokered CDs from US Bancorp, totaling \$500,000 of Capital Improvement funds, with 12-month and 18-month terms at the prevailing interest rates at the time of purchase.

Capital Funds Investment Ladder With Proposed New Purchases

Term	Maturity Month	Investment Amount	Rate
0	May-19		
1	Jun-19		
2	Jul-19		
3	Aug-19		
4	Sep-19	247,000	2.35%
8	Oct-19		
6	Nov-19		
7	Dec-19		
8	Jan-20		
9	Feb-20		
10	Mar-20	253,000	2.45%
11	Apr-20		
12	May-20	250,000	
13	Jun-20		
14	Jul-20		
15	Aug-20		
16	Sep-20		
17	Oct-20		
18	Nov-20	250,000	
19	Dec-20		
20	Jan-21		
21	Feb-21		
22	Mar-21		
23	Apr-21		
24	May-21		
25	Jun-21		
26	Jul-21		
27	Aug-21		
28	Sep-21		
29	Oct-21		
30	Nov-21		
31	Dec-21		
32	Jan-22		
33	Feb-22		
34	Mar-22		
35	Apr-22		
36	May-22		

Key:	
Black	Current investments
Black	Approved from last month
Blue	Proposed investments



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE DEPARTMENT
SUBJECT: ADOPT 20-1450-1, GUIDELINES FOR LEASING OF TRUST PROPERTY
DATE: APRIL 2, 2019
CC: FILE

At its Special meeting on March 29, 2019, the Recreation Committee recommended the adoption of 20-1450-1, Guidelines for Leasing of Trust Property, upon concurrence to adopt from the Finance Committee.

At its meeting on April 15, 2019, the Finance Committee moved to recommend the GRF Board of Directors adopt these guidelines.

I move to adopt 20-1450-1, Guidelines for Leasing of Trust Property, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Guidelines for Exclusive Leasing of Trust Property**

1. The Golden Rain Foundation, Seal Beach (GRF) is the Trustee for all Trust property in accordance with the terms and conditions as set forth in the Trust Agreement and Amendment to the Trust agreement. Section VII of the Trust Agreement, Rights and Powers of the Trustee, grants the GRF Board the authority to "...lease for terms..." Trust Property.

~~1.2.~~ At a nominal rate as established by the Board annually.

~~2.3.~~ The following are the general guidelines to be used for the exclusive use leases of trust property:

~~2.1.3.1.~~ At a nominal rate as established by the board annually, adding to ffffff

~~2.2.3.2.~~ Identified as non-profit organization, or,

~~2.3.3.3.~~ A service which is mutually beneficial to the Shareholders/Members,

~~2.4.~~ Club/Organization/Corporation and/or their members shall not profit while leasing trust property.

~~3.4.~~ Such guidelines specifically exclude Trust property identified as: Resales Building, Medical Center and Trust property leased by NuVision and Superwire, space allocated within Clubhouse Six for the sole purpose of housing for ambulance service personnel.

~~4.5.~~ Such guidelines specifically include but are not limited to Trust property identified as: Clubhouses 1, 2 3, 4 and 6, Amphitheater, Building 5, and Library Complex.

~~4.1.5.1.~~ Designated space may be allocated to multiple leases to optimize use.

~~5.6.~~ The leasing of Trust property shall be subject to Committee review by:

~~5.1.6.1.~~ Recreation Committee, to determine if space is available and the use of such space represents the mutual benefit of a majority of the Shareholders/Members,

~~5.2.6.2.~~ Finance Committee, per policy 5115-31 the Finance committee shall, "...review and make recommendations to the BOD concerning all income producing leases..."

~~6.7.~~ General guidelines based upon the limited space available:

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Guidelines for Exclusive Leasing of Trust Property**

~~6.1.~~7.1. Use of Trust Property shall represent a mutual benefit for the Shareholderss/Members,

~~6.2.~~7.2. Space shall be open for general operations and available to Shareholders/Members as per the lease agreement,

7.3. Preference shall be given to any registered non-profit corporation (501.c.3) which provides a service for the general benefit of the community ~~t~~,

7.3.1. Non- profit organization Must supply for Committee and Board review:

7.3.2. Corporation Bylaws

~~6.3.~~7.3.3. Statement of services provided and how such services benefit the Shareholders/Members of Leisure World Seal Beach.

~~6.4.~~7.4. Club/Organization/Corporation MUST supply for Committee and Board review:

~~6.4.1.~~7.4.1. Club/Organization/Corporation Bylaws,

6.5.2 Statement of services provided and how such services benefit the Shareholders/Members of Leisure World Seal Beach.

~~7.8.~~ All Clubs/Organizations/Corporations shall be subject to lease terms which will include but are not limited to:

~~7.1.~~8.1. The GRF Board reserves the right to cancel any lease with 30 days' notice,

~~7.2.~~8.2. Club/Organization/Corporation or its members shall not operate as a for profit business,

~~7.2.1.~~8.2.1. Excluding designated charitable organizations that operate for the benefit of Sshareholders/Members of Mutuels 1-12 and 14-17.

~~7.3.~~8.3. Shall comply with GRF policies and procedures at all times,

~~7.4.~~8.4. Shall not do, bring or keep anything in or about Trust property that will cause the increase of premiums and/or cancellation of any GRF insurance,

~~7.5.~~8.5. Shall comply with the Club/Organization/Corporation Bylaws and statement of services provided,

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Guidelines for Exclusive Leasing of Trust Property**

- ~~7.6.~~8.6. Shall not alter Trust property without the specific written approval of the GRF Board,
- ~~7.7.~~8.7. Shall not use Trust property in any manner that will constitute waste, nuisance, or unreasonable annoyance to other users of Trust property, or in any manner that violates the law,
- ~~7.8.~~8.8. Shall be responsible for any and all personal property and equipment it stores within Trust property during the term of the Agreement,
- ~~7.9.~~8.9. GRF shall not bear any responsibility for any of Club/Organization/Corporation's personal property and equipment stored at the Premises,
- ~~7.10.~~8.10. Shall procure any and all permits required by law to operate,
- ~~7.11.~~8.11. Shall be liable for any damage to Trust Property resulting from negligence, or any acts or omissions of Club/Organization/Corporation, its members, guests or any of its authorized representatives,
- ~~7.12.~~8.12. Any alterations made shall remain on and be surrendered on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require Club/Organization/Corporation to remove any alteration that Club/Organization/Corporation has made to the Premises. If GRF so elects, Club/Organization/Corporation at its cost, shall restore the Premises to the original condition,
- ~~7.13.~~8.13. The Club/Organization/Corporation and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the Club/Organization/Corporation use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the Club/Organization/Corporation use of the Premises,

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Guidelines for Exclusive Leasing of Trust Property**

~~7.14.~~8.14. Any Club/Organization/Corporation activity which may require special insurance not mentioned herein will be maintained by Club/Organization/Corporation at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF,

~~7.15.~~8.15. Club/Organization/Corporation shall not voluntarily assign or encumber its interest in this lease or in Trust property, or sublease all or part of the Trust property, or allow any other person or entity to occupy or use all or any part of the Trust property, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph,

~~7.16.~~8.16. Any dissolution, merger or consolidation of Club/Organization/Corporation shall be deemed an involuntary assignment and shall constitute a default of Club/Organization/Corporation. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of Club/Organization/Corporation,

~~7.17.~~8.17. The occurrence of any of the following shall constitute a default by Club/Organization/Corporation:

~~7.17.1.~~8.17.1. Failure to pay annual lease fee when due,

~~7.17.2.~~8.17.2. Abandonment and/or vacating of the Premises for thirty (30) consecutive days,

~~7.17.3.~~8.17.3. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to Club/Organization/Corporation. If a default cannot reasonably be cured within thirty (30) days, Club/Organization/Corporation shall not be in default of this Agreement if Club/Organization/Corporation commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

~~7.18.~~8.18. In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether Club/Organization/Corporation is complying with its obligations under the Agreement.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES **ADOPT**

Guidelines for **Exclusive Leasing of Trust Property**

POLICY
Adopted:

GOLDEN RAIN FOUNDATION
Seal Beach, California



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND 4-5061-2, FEES
DATE: APRIL 15, 2019
CC: FILE

At its meeting on April 15, 2019, the Finance Committee recommended the GRF Board of Directors amend Policy 5061-31, Fees, which currently lists the fee for additional Leisure World maps as \$5 per map, excluding shareholders. A reduction of the fee to \$1 is recommended as \$1 more accurately reflects the actual cost of the maps.

I move to amend 40-5061-2, Fees, to reflect the amendment of the fee for additional Leisure World maps (excluding shareholders) from \$5 to \$1.

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees**

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. Facilities and Amenities (Amenities) Fee:
 - 1.1 Each owner, co-owner, co-occupant non-owner, or qualified permanent resident is required to pay a one-time, non-refundable Amenities fee.
 - 1.2 The Amenities fee for an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a use fee for access and use of the Trust facilities, amenities, and participation in GRF activities.
 - 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
 - 1.4 The Amenities fee is calculated as twenty-four (24) times the monthly GRF assessment and rounded up to the nearest dollar. The Amenities fee is reviewed annually and is implemented on January 1st of each year.
 - 1.5 Existing GRF Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one unit to another without having to pay the Amenities fee again. They have thirty (30) days to complete the transfer.
 - 1.6 If they are out of the community for more than thirty (30) days, a new Amenities fee will need to be paid.
 - 1.7 The Amenities fee shall be allocated as follows:
 - 1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.7.2 Fifty percent (50%) into the GRF Reserve Fund.
2. Payment of Amenities Fee:
 - 2.1. New Members are encouraged to pay the Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the Amenities fee over a seven-year period for those Members who wish to finance the fee.
 - 2.2. Members who opt to finance the payment of their Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1. If a Member opts to finance the Amenities fee, the Member shall pay a one-time upfront payment of twenty-five percent (25%) of the total Amenities fee at the close of Escrow, and

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees**

make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the Amenities fee is paid in full, the balance due must be paid before transfer is complete.
- 2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and Mutual Stock Certificate Processing Fee:

- 3.1. GRF shall issue one membership and one stock certificate per unit. They may contain one or more names.
- 3.2. A certificate processing fee of two hundred fifty dollars (\$250) will be charged in advance each time the certificates are changed or altered to cover the cost of preparing, recording and/or replacing either or both certificates.
- 3.3. The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).
- 3.4. The Certificate processing fee shall be allocated to Cost Center 33 (Stock Transfer).

4. Transfer Fee – In Escrow:

The seller of a Mutual share of stock shall pay a transfer fee of five hundred dollars (\$500) to cover the cost of transferring ownership(s). The fee shall be allocated to Cost Center 33 (Stock Transfer).

5. Non – Owner, Co-Occupant Processing Fee

Non – Owner, Co-Occupant Processing fee of one hundred dollars (\$100) shall be charged to

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees**

cover the actual set up and processing costs and shall be allocated to Cost Center 33 (Stock Transfer).

6. Mutual Corporation Fees

Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. GRF operates as the management company for the Mutuals and will, as part of its duties, apply Mutual Fees in accordance with established Mutual policies (See the 7000 Policy Series).

7. Stock Transfer Legal Review of Trust Fees

- 7.1. Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. The following procedures will be implemented.
 - 7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the GRF attorney to review prior to any completed transfer of ownership.
 - 7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.
 - 7.1.3. In an effort to offset the cost of the required GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of one hundred twenty-five dollars (\$125) representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.
 - 7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (Stock Transfer).

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees****8. Lessee Annual Amenities Fee – Mutual 17 Only**

- 8.1. The GRF annual Lessee Amenities fee is a required use fee for access to the Trust facilities, amenities, and participation in GRF activities. The Lessee fee is calculated at twenty-five percent (25%) of the GRF annual assessment rounded up to the nearest dollar for each occupant.
- 8.2. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.
- 8.3. If delinquent, the Lessee shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:
 - 8.3.1. A twenty-five dollar (\$25) late fee, and
 - 8.3.2. Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.
- 8.4. In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) returned check fee, and all bank charges assessed against the association.
- 8.5. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities, including driving privileges upon GRF Trust streets. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.
- 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7. Lessee Amenities fees shall be allocated as stated in Section 1.7.
9. The fee for verifying Powers of Attorney and Court Orders will be seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
10. The fee for additional Leisure World maps will be one dollar ~~five~~ (\$1~~5~~) per map (shareholders excluded).
11. All Fees are subject to annual review and are subject to change.

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees****Policy**

**GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**

Adopted: 21 Apr 70
 Amended: 31 Aug 73
 Amended: 20 Nov 73
 Amended: 19 Aug 75
 Amended: 31 Aug 77
 Amended: 16 Jun 81
 Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)
 Amended: 16 Dec 86 (Effective 01 Jan 87)
 Amended: 21 Jul 87 (Effective 01 Aug 87)
 Amended: 20 Sep 88 (Effective 01 Jan 89)
 Amended: 21 Nov 89
 Amended: 16 Nov 93 (Effective 01 Dec 93)
 Amended: 18 Nov 03 (Effective 01 Jan 04)
 Amended: 15 May 07 (Effective 01 Jul 07)
 Amended: 17 July 12 (Effective 01 Sept 12)
 Amended: 22 Apr 14 (subheading correction only)
 Amended: 28 Oct 14 (Effective 01 Jan 2015)
 Amended: 27 Oct 15 (Effective 01 Jan 2016)
 Amended: 27 Dec 16 (Effective 01 Jan 2017)
 Amended: 23 May 17 (Effective 01 each year)
 Amended: 19 Dec 17
 Amended: 17 Dec 18

(Dec 18)



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: ACCEPT REVISED LEISURE WORLD SEAL BEACH BUYING AND SELLING HANDOUT
DATE: APRIL 11, 2019
CC: FILE

At its April 8, 2019 meeting, the Mutual Administration Committee moved to recommend the Golden Rain Foundation (GRF) Board of Directors (BOD) accept the revisions to the Leisure World Seal Beach Buying and Selling Handout.

Further, the Committee recommends the GRF BOD approve distribution of the Handout, by the Stock Transfer Office, to realtors and post on the Leisure World Seal Beach website.

I move to accept the revisions to the Leisure World Seal Beach Buying and Selling Handout, approve distribution of the Handout, by the Stock Transfer Office, to realtors, and post on the Leisure World Seal Beach website.



SEAL BEACH LEISURE WORLD BUYING AND SELLING HANDOUT

**Golden Rain Foundation
April 10, 2019**

INTRODUCTION



Seal Beach Leisure World

(SBLW) is a gated, active adult community. Golden Rain Foundation (GRF) is the Management Services provider. The following are the procedures and information you will need to successfully list, sell or buy a unit in this community.

LISTING A SEAL BEACH LEISURE WORLD UNIT



1. NOTICE OF INTENT TO WITHDRAW (NOI):

This notifies the Mutual Corporation 1-12 or 14-16 of the seller's intent to sell the share of stock.

1.1. The NOI may be obtained from the escrow company. The NOI is valid for 180 days.

1.2. When the seller has signed the NOI, the escrow company courier delivers the signed form to the GRF Stock Transfer Office to be signed by the Mutual President. This may take approximately 10 working days.

1.3. After the President signs, the signed NOI goes back to the escrow company. The escrow company sends the original NOI and the Pre-Listing Inspection (PLI) form to the GRF Physical Property Escrow clerk. A set of keys for all unit doors, patio and carport storage units are required to be submitted with the PLI Report Form.

This authorizes the PLI.

1.4. Mutual 9 PLI process is different. Check with the Stock Transfer Office for details.

1.5. Mutual 17 are condominiums and follow some common real estate processes but you **must** consult with Stock Transfer Office personnel.



2. PRE-LISTING INSPECTION (PLI)

This process identifies repairs that the seller is responsible for completing prior to the close of Escrow.

- 2.1.** Pre-listing inspections differ from Mutual to Mutual.
- 2.2.** When the inspection is completed the PLI is sent to the escrow company for the signature of the seller.

3. LOCK BOX AND FOR SALE SIGN

Realtor's lock box and for sale sign may not be installed before:

- 3.1.** NOI completed and signed by Mutual President
- 3.2.** The PLI is completed.

4. SHOWING PROPERTY

- 4.1.** No previewing
- 4.2.** Open Houses are NOT permitted
- 4.3.** Property may be shown only after NOI and PLI are completed.



BUYING OR SELLING A SEAL BEACH LEISURE WORLD UNIT



1. ESCROW PROCESS

1.1. A final inspection is conducted **10 business days** prior to the close of escrow.

1.2. If the required work has not been completed by the seller, the inspector contracts and schedules the work to be completed prior to the close of escrow. **The seller can no longer do any repairs.**

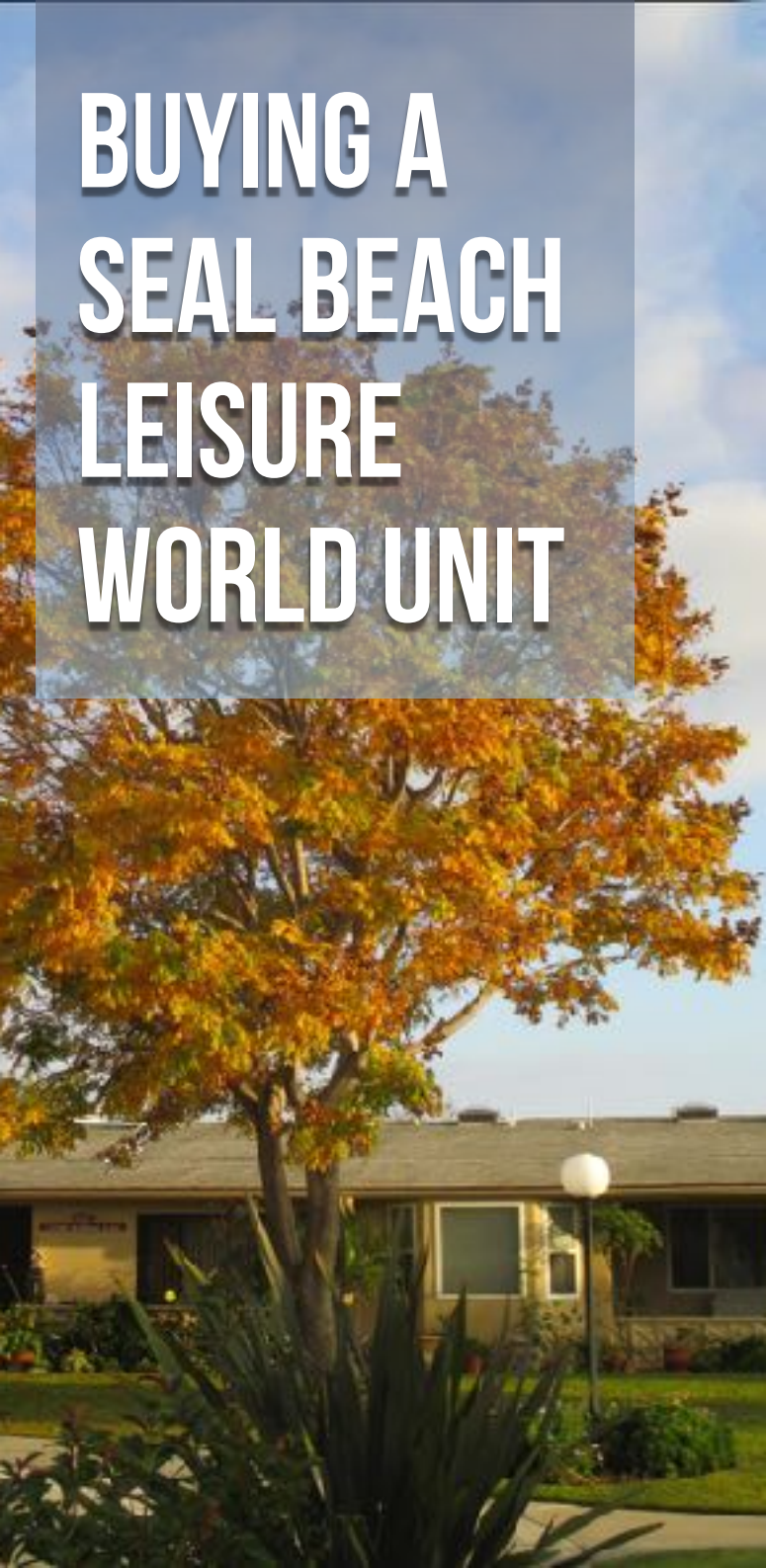
1.3. The cost will be deducted from the seller's Repair Deposit (RD). The RD amount varies from Mutual to Mutual.

2. CLOSE OF ESCROW:

Seller's costs for required repairs are compiled and sent to the Golden Rain Foundation Finance Department to be paid from the seller's RD. The remaining balance is refunded to the seller generally within 45 to 60 days after the close of escrow.

3. SALE BY TRUST OR ESTATE:

Contact the **Stock Transfer Office** at 562-431-6586 ext. 347.



BUYING A SEAL BEACH LEISURE WORLD UNIT

1. BUYER QUALIFICATIONS:

- 1.1.** 55 years of age or older (some exceptions)
- 1.2.** Meet financial requirements (these vary from Mutual to Mutual)
- 1.3.** Each person pays a one-time, non-refundable, Amenities fee to Golden Rain Foundation (GRF) for use of Trust property.

Link to GRF Amenities Fee:

<http://www.lwsb.com/wp-content/uploads/2015/07/5061-31-Fees.pdf>

- 1.4.** For current eligibility requirements, fees and monthly assessments visit www.lwsb.com website. Check under each Mutual for eligibility requirements. See Page 8.

2. UNITS IN MUTUALS 1-12 AND 14-16:

- 2.1.** Buyer is purchasing a share of stock in a Stock Cooperative with rights of occupancy in that unit. **Buyer owns stock, not the unit.**
- 2.2.** This purchase is cash only. No mortgage is permitted.
- 2.3.** Buyer becomes a stockholder, not an owner.

3. UNITS IN MUTUAL 17:

- 3.1.** Buyer is purchasing a condominium (Grant Deed).
- 3.2.** Mortgages are permitted.
- 3.3.** Buyer becomes the owner of the unit.



4. FINANCIAL QUALIFICATION PROCESS:

4.1. Mutual Boards have sole authority to set and change Mutual Financial Qualification Requirements.

4.2. Mutual Financial Qualification Requirements Policy is located on lwsb.com (Policy 7510).

4.3. Stock Transfer Office will verify financial qualifications packet for compliance with Mutual Policy. The Stock Transfer Office has **no authority to approve applications that do not comply with Mutual Policy.**

5. BUYER ORIENTATION MEETING:

5.1. A Buyer Orientation is required at least 10 business days prior to the close of Escrow.

5.2. The meeting is generally conducted by the Mutual President and / or a Mutual Director with the buyer and Mutual Building Inspector in attendance.

5.3. The meeting includes a review of the PLI report, Mutual rules and expectations.

5.4. The meeting will take approximately 1 to 2 hours.

5.5. Mutual 6 requires check for orientation fee prior to the meeting.

6. COMPARISON CHART:

See attached table for additional comparisons of Stock Cooperatives and Condominiums.



MUTUAL ELIGIBILITY REQUIREMENT POLICIES. [WWW.LWSB.COM](http://www.lwsb.com)

[7510.01 Eligibility Requirements MU 01](#)

[7510.02 Eligibility Requirements MU 02](#)

[7510.03 Eligibility Requirements MU 03](#)

[7510.04 Eligibility Requirements MU 04](#)

[7510.05 Eligibility Requirements MU 05](#)

[7510.06 Eligibility Requirements MU 06](#)

[7510.07 Eligibility Requirements MU 07](#)

[7510.08 Eligibility Requirements MU 08](#)

[7510.09 Eligibility Requirements MU 09](#)

[7510.10 Eligibility Requirements MU 10](#)

[7510.11 Eligibility Requirements MU 11](#)

[7510.12 Eligibility Requirements MU 12](#)

[7510.14 Eligibility Requirements MU 14](#)

[7510.15 Eligibility Requirements MU 15](#)

[7510.16 Eligibility Requirements MU 16](#)

[7510.17 Eligibility Requirements MU 17](#)

MONTHLY ASSESSMENTS

<http://www.lwsb.com/welcome/monthly-fees/>

COMPARISON CHART

STOCK COOPERATIVES: MUTUALS 1-12 AND 14-16	CONDOMINIUM: MUTUAL 17 ONLY
DIFFERENCES	
The Mutual owns the property which allows you to occupy the unit. All improvements require Mutual approval.	You own the Condominium (Grant Deed issued)
Occupancy Agreement	Covenants, Conditions, and Restrictions (CC&Rs)
No Mortgage Purchase price paid in full	Mortgage is possible
No Reverse Mortgage	Reverse Mortgage possible on an approved building
No lease or rental allowed	Lease is allowed with restrictions
SIMILARITIES	
<p>Each unit is all electric.</p> <p>No gas is available.</p> <p>Visitor limited to maximum of 60 days, per 12 month period.</p> <p>Mutual approval required for improvements.</p> <p>Must use GRF vetted contractors.</p> <p>Permits required for most work.</p> <p>One-time, non-refundable amenities fee.</p> <p>Pets allowed, with some restrictions.</p> <p>Co-Occupants must be approved by Mutual.</p>	



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AUTHORIZE MIND BOOSTER WORKSHOP
DATE: APRIL 16, 2019
CC: MUTUAL ADMINISTRATION DEPARTMENT

At its April 8, 2019 meeting, the Mutual Administration Committee moved to recommend the GRF Board of Directors authorize the Alzheimer's Family Center, at 9451 Indianapolis Ave., Huntington Beach, CA, is offering the LWSB Community a Mind Booster course, in August 2019. This four-week course is designed to keep the mind active. The program provides a prestigious group of experts for an interactive series addressing the following areas: Memory Loss, Nutrition, Exercise and Stress Management, Cognitive Tools and Mental Health Resources, Legal Issues and Planning for the Future (see attached brochure).

The classes meet weekly, for three hours, each session. The cost is \$25, per person, for the full series, with a minimum seating for 50.

I move to authorize the Member Resources & Assistance Liaison to plan and coordinate the Mind Booster workshop, inside the Leisure World Seal Beach community, with permission to use Clubhouse space, to accommodate 50+ residents.

WHERE

Huntington Landmark

8641 Atlanta Ave
Huntington Beach, CA 92646

WHEN

- Friday, June 8, 2018 from 10:00am to 1:00pm
- Friday, June 15, 2018 from 10:00am to 1:00pm
- Friday, June 22, 2018 from 10:00am to 1:00pm
- Friday, June 29, 2018 from 10:00am to 1:00pm

COST

The fee is \$25 per person for the full series.

REGISTRATION

To register for the whole series, please contact Judy Osuna at (714) 593-1852 or JOsuna@AFSCenter.org

"I now have all the tools and skills to better understand this disease. I have learned about nutrition, I have learned about socialization, I have learned how much it means to keep my loved one's brains active. Mind Booster has given me so many skills and so many techniques that I can't thank Alzheimer's Family Services Center enough for being a part of this intimate program. The information shared has been invaluable for me."

-Laurie Whalley, Caregiver

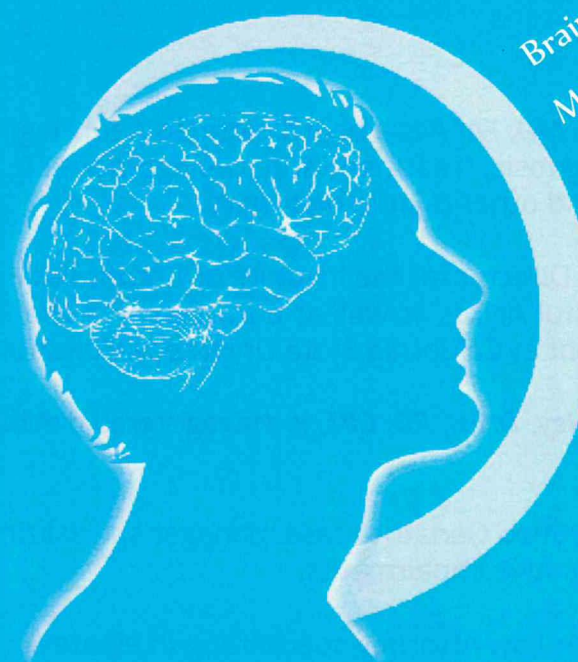


9451 Indianapolis Avenue - Huntington Beach, CA 92646 - 714-593-9630
www.AFSCenter.org

Concerned About Memory Loss?

MIND BOOSTER

A 4-week course designed to keep your mind active.



Brain Changes
Memory Tools
Cognitive Fitness
Stress Management
Healthy Brain Diet
Superfoods
Physical Activity
Stress Reduction
Legal &
Financial Guidance

June 2018

www.AFSCenter.org



SUNFLOWER GARDENS
a Senior Lifestyle community



The Accredited Family
of Home Care Services

144

PRESENTERS

Mind Booster has assembled a prestigious group of experts for this interactive series.

William R. Shankle, MS, MD, FACP is a board certified neurologist, specializing in the diagnosis, treatment and management of Alzheimer's Disease and other related disorders.

Debra Rose, PhD, is the Director for the Institute of Gerontology and Center of Successful Aging, as well as a professor in the Kinesiology Department at California State University, Fullerton.

Nasira Burkholder-Cooley, DrPH, RD, CPT, is the registered dietitian of Fashion Isle Smiles.

Jane Mahakian, is a certified Geriatrics case manager specializing in older adults with cognitive impairments.

Fay Blix, Esq., is an Elder Law Attorney specializing in estate & special needs planning.

ABOUT THE COURSE

Mind Booster is a research-based series that provides a proactive approach to understanding the causes and risk factors of memory loss.

PROGRAM

Week 1



All About Memory Loss:
Maintaining Skills & Slowing Progression

Week 2



Exercise & Stress Management
Nutrition: Superfoods & Diet for Optimal
Brain Health

Week 3



Cognitive Tools & Mental Health
Resources

Week 4



Legal Issues & Planning for the Future

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - GOLF COURSE FOUNTAINS
DATE: APRIL 12, 2019
CC: FILE

It has been requested to obtain cost to install new fountains for the Golf Course Lake by the Recreation Committee. The Service Maintenance Department has provided an estimate to complete this task. The cost to install three (3) floating fountains is \$6,815 (see attached).

At the regularly scheduled meeting of the Physical Property Committee (PPC) on April 3, 2019, the Committee unanimously moved to request the GRF Board approve the purchase and installation of three (3) floating fountains, for a cost not to exceed \$6,815.

At its regular meeting on April, 2019, the Finance Committee reviewed available funding for this capital project, and unanimously resolved funding is available.

I move to approve the purchase and installation of three floating fountains at the Golf Course Lake, Capital funds, at a cost not to exceed \$6,815, and authorize the Executive Director initiate the purchase.

GRF Service Maintenance Department

Approximate Labor & Materials Cost

Date: 03-26-19
To: Mark Weaver, Facilities Director
From: Ruben G. Gonzalez, Facilities Manager
Subject: ESTIMATE
Location: Golf Course Lake

Itemized List for Labor and Material(s)

Disclaimer; Please note this is an ESTIMATE only any unforeseen items may increase the total cost of the job.

Install (3) Display Fountains, Pound Aerator

Pumps tax included; \$6,465.00
Materials/Electrical; \$350.00

Total: \$6,815.00

This information applies only to the job described above, is valid for thirty (30) days and does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun.

If you would like the above work to be performed by the Service Maintenance Department, please complete the information below and return this form to the Service Maintenance Department. Valid for thirty (30) days only

Please make arrangements to perform the above work.

My anticipated completion date is: _____
(You will be notified of the starting date)

Notes: _____

Print Name: _____ Signature: _____

Telephone Number: _____

Mutual Number: _____
(If applicable)

cc: Supervisor
Department Manager
Executive Director (as needed)



Proposed fountain



Existing fountain

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1445-52, MISSION PARK PROGRAMS
DATE: APRIL 17, 2019

At its regular meeting on February 4, 2019 the Recreation Committee moved to recommend the GRF Board of Directors amend Policy 1445-52, Mission Park Programs.

I move to amend Policy 1445-52, Mission Park Programs, advising that Mission Park programs are to be reserved through the Recreation Reservations Office, that guest usage of Mission Park is eliminated, that trainers engaged by clubs must be approved, of an update of prohibited items in Mission Park, and that abuse of custodial staff may be cause for temporary or permanent loss of privileges.

USE OF COMMUNITY FACILITIES**MISSION PARK PROGRAMS**

The Recreation Department is responsible for fair and equitable use of the Mission Park area for Clubs and Private Party Reservations.

1. The ~~two~~ barbeque areas will be available for Reservations through the Reservations Office. ~~as one large area with two barbeques or two smaller reservations with one barbeque for each Reservation.~~
2. Private Parties are responsible for all clean up after their event and failure to do so could result in the forfeiture of your deposit.
3. Clubs are responsible for all clean up after their event and failure to do so could result in loss of privileges.
4. The Multi Use court game area is available on a first come first served basis. Must be reserved for special events or tournaments with the Reservations Office.

HOURS OF OPERATION

9:00 a.m. to 8:00 p.m. seven (7) days a week.

MULTI-USE FACILITY RULES

1. The Multi-use facilities are for the recreational use of Golden Rain Foundation (GRF) shareholders/members only. ~~legal residents plus one (1) guest only.~~
2. Clubs s may provide a trainer periodically. The approved trainer must be registered with the Recreation Department.
3. Legal residents are required to show their Resident identification upon request.
4. Participants must sign in upon entering.
5. Players should consult their medical professional before playing in order to avoid inherent dangers of exercising and the risk of personal injury.
6. In order to avoid injury, players should perform appropriate warm-up and cool-down exercises when using the Multi-use Courts.
7. Athletic-type non-marking footwear must be worn on the Multi-use Courts. Dress shoes, penny loafers, open-toed shoes, backless shoes, or similar footwear is not permitted.

8. Food or glass containers are not permitted on the courts at any time.
9. One person cannot hold a court in the Multi-use Court area.
10. Bicycles must be parked in bike racks. They are not permitted in Mission Park or on the Multi-use Courts.
11. The following are prohibited in Mission Park and on the Multi-use Courts:
 - Skateboards
 - Roller ~~skates/roller~~skates, roller blades and scooters
 - Remote control devices
 - Bicycles and golf carts/~~scooters~~
12. No chewing gum in Multi-use Courts. No food or beverages allowed in Multi-use Courts. Water is allowed in an acceptable container. Eating and drinking permitted in designated Mission Park area only.
13. No animals allowed in Mission Park, **exception: Qualified Service Animals only.** No animals allowed on the Multi-use Courts at any time.
14. No smoking is allowed in Mission Park or on Multi-use Courts.
15. Golden Rain Foundation (GRF) is not responsible for any lost or stolen items.
16. When a session has ended, leave the Multi-use Courts promptly, so the next scheduled activity can begin.
17. Tournaments on the Multi-use Courts can only be scheduled by the Golden Rain Foundation (GRF) Recreation Department.
18. The following actions are cause for immediate dismissal from the facility and may result in temporary or permanent loss of privileges:
 - Disorderly conduct
 - Inappropriate behavior
 - Abuse of facility or equipment
 - Abuse of GRF and custodial staff
 - Disregard of GRF Policies
19. Golden Rain Foundation (GRF) programs always take precedence over reservations. GRF will try to post notices in advance of the scheduled closings however this may not always be possible.

COURT SAFETY

1. Don't overplay your current physical condition.
2. Keep hydrated.
3. If a ball comes onto your court, STOP PLAY AT ONCE. Do the same if you hear, BALL ON COURT.
4. If you hit a ball into another court, immediately call out loudly: BALL ON COURT.
5. If a ball is going towards another court, do NOT chase it ONTO the other court, and let the other people stop play and retrieve the ball.
6. If you are crossing an active court to get onto or (vacate) court or to (leave) a court, wait until their current point is over. Ask them for permission to cross their court. This is both an etiquette and a safety issue, but it is included here, as it is obviously unsafe to do otherwise.
7. If a ball breaks, safely remove it from the court.
8. If ANYTHING falls on the court, quickly remove it.
9. If you see someone who displays signs of dizziness, weakness, or lack of concentration notify Security right away.
10. If someone falls on the court, all play STOPS. If that person is injured, call Security immediately. If the player is unable to get themselves up, DO NOT assist them, as this may cause further injury. They should remain where they are until assessed by paramedics.
11. Use of Mission Park facilities like all other Golden Rain Foundation (GRF) facilities is at your own risk.
12. In case of emergency call Golden Rain Foundation (GRF) Security Department at (562) 594-4754. **If life threatening emergency, call 911.**

Policy

Adopted: 24 Jul 18

GOLDEN RAIN FOUNDATION
Seal Beach, California