

## RESOLUTION NO. 25-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 25-27 AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES, INCLUDING THE CITY MANAGER AND OTHER LOCAL AGENCY EXECUTIVES AS DEFINED IN CALIFORNIA GOVERNMENT CODE SECTION 3511.1

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1.** Resolution No. 25-27 is hereby repealed. The effective date of this resolution is September 20, 2025.

**SECTION 2.** Compensation Schedule. The compensation schedule for City employees is established as set forth in Exhibit A, attached hereto and incorporated by this reference.

The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, to offer benefits, to fill any full-time position as a part-time or limited part-time position, and to hire employees for time-limited periods, consistent with City Council-adopted budgets and this resolution.

**SECTION 3.** Full-Time Employee Benefits. All employees who work 40 or more hours per week on a regularly assigned basis shall be considered “full-time employees” for the purpose of this resolution. Full-time employees shall receive the following benefits:

- A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: Martin Luther King Jr. Day, Presidents’ Day, Cesar Chavez Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, and Winter Holiday (December 24 through January 1; when December 24 falls on a Tuesday, Winter Holiday shall be observed beginning on December 23; when January 1 falls on a Sunday or Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it

shall be observed the on prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

Full-time employees with the designation “Building Employee” in Exhibit A shall be required to work on the days Martin Luther King, Jr. Day, Cesar Chavez Day, and Juneteenth National Independence Day are observed but shall (i) receive one hour of administrative leave for every hour worked, which shall be used within 30 calendar days of the date earned, if exempt, or (ii) receive 1.5 times pay for every such hour required to work, if non-exempt. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued administrative leave time.

Except for the City Manager, full-time employees who are required by their supervisor to work on any City-observed holiday, with such requirement made in writing, shall (i) receive one hour of administrative leave for every hour worked, which shall be used within 30 calendar days of the date earned, if exempt, or (ii) receive 1.5 times pay for every such hour required to work, if non-exempt. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued administrative leave time.

- B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including full-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees, unless excluded in the City’s agreement with CalPERS. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by

CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time. The CalPERS plans have the following additional Class 1 Benefit Provisions: One Year Final Compensation (FAC 1) (classic employees only) and Increased Industrial Disability Retirement (IDR) Allowance to 75% of Compensation (75% IDR) (all employees).

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who meet the applicable statutory and CalPERS contract requirements to obtain CalPERS retiree medical benefits. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet applicable statutory and CalPERS contract requirements, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide each full-time employee with a monthly benefit allowance of \$1,500.00 per month. A portion of the allowance shall be allocated to pay for health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each full-time employee's monthly benefit allowance and then from salary (if necessary).
- G. Flexible Benefits Plan: The City shall contract for the provision of an Internal

Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.

- H. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a pre-tax and/or Roth salary reduction at their sole expense.
- I. Paid Time Off: Full-time employees shall accrue 160 hours per calendar year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

Full-time employees may maintain a balance of no more than 480 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a full-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

- J. Paid Bereavement Leave: Full-time employees shall be eligible for a total of up to 40 hours per 12-month period of paid bereavement leave in the event of any death in the immediate family or reproductive loss event. For the purpose of this provision, "immediate family" includes spouse, registered domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, child, stepchild, grandparent, stepgrandparent, grandchild, and stepgrandchild of the full-time employee or the full-time employee's spouse or registered domestic partner. For the purpose of this provision, "reproductive loss event" shall have the meaning set forth in California Government Code 12945.6.
- K. Paid Court Leave: While California Government Code Section 1230 does not require the City to grant full-time employees paid leaves of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond

to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the full-time employee, full-time employees shall be eligible for a total of up to 80 hours per 12-month period of paid court leave for those purposes when proof of such obligation is provided and proof of any amounts received for jury and/or witness fees is provided (if applicable). During paid court leave, full-time employees shall (i) be paid the amount of the difference between his/her/their regular earnings and any amounts received for jury and/or witness fees, and (ii) be responsive to the City's telephone and other communications when not precluded by the purposes for which paid court leave is granted.

- L. Educational Assistance: Eligible full-time employees may participate in the Educational Assistance Program set forth in Exhibit B, attached hereto and incorporated by this reference.

**SECTION 4. Part-Time Employee Benefits.** All employees who are not full-time employees, but who work 20 or more hours per week on a regularly assigned basis, shall be considered "part-time employees" for the purpose of this resolution. Part-time employees shall receive the following benefits:

- A. Paid and Unpaid Holidays: The City shall observe the following holidays with part-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving. The City shall also observe the following unpaid holidays: Winter Holiday (December 24 through January 1; when December 24 falls on a Tuesday, Winter Holiday shall be observed beginning on December 23; when January 1 falls on a Sunday or Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

Part-time employees with the designation "Building Employee" in Exhibit A shall be required to work on the days Martin Luther King, Jr. Day, Cesar Chavez Day, and Juneteenth National Independence Day are observed but shall (i) receive one hour of administrative leave for every hour worked, which shall be used within 30 calendar days of the date earned, if exempt, or (ii) receive 1.5 times pay for every such hour required to work, if non-exempt.

Upon separation from the City, part-time employees shall be compensated for the balance of their accrued administrative leave time.

Except for the City Manager, part-time employees who are required by their supervisor to work on any City-observed holiday, with such requirement made in writing, shall (i) receive one hour of administrative leave for every hour worked, which shall be used within 30 calendar days of the date earned, if exempt, or (ii) receive 1.5 times pay for every such hour required to work, if non-exempt. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued administrative leave time.

- B. Floating Holidays: The City shall provide each part-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Part-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours and only between December 24 and 31.

Part-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued floating holiday time. The use of floating holiday time need not correspond to a part-time employee's hours regularly worked.

- C. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits, unless excluded in the City's agreement with CalPERS. Eligible part-time employees considered "classic" by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered "new members" by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time. The CalPERS plans have the following additional Class 1 Benefit Provisions: One Year Final Compensation (FAC 1) (classic employees only) and Increased Industrial Disability Retirement (IDR) Allowance to 75% of Compensation (75% IDR) (all employees).

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who meet the applicable statutory and CalPERS contract requirements to obtain CalPERS retiree medical benefits. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet applicable statutory and CalPERS contract requirements, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide part-time employees with a monthly benefit allowance of \$1,200.00 per month. A portion of the allowance shall be allocated to pay for health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Part-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each part-time employee's monthly benefit allowance and then from salary (if necessary).
- G. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense and/or by electing to allocate a portion of their monthly benefit allowance, if provided.
- H. Deferred Compensation Plan: The City shall contract for the provision of an

Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a pre-tax and/or Roth salary reduction at their sole expense.

- I. Paid Time Off: Part-time employees shall accrue 160 hours per calendar year of annual paid time off (leave), which shall be pro-rated based on the number of hours regularly worked less than 40 hours per week. Paid time off may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Paid time off may also be used up to the number of hours regularly worked during unpaid holidays that fall on weekdays (less any floating holiday time used). Hours earned are accrued on a pro-rata basis by pay period.

Part-time employees may maintain a balance of no more than 300 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a part-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued paid time off.

- J. Paid Bereavement Leave: Part-time employees shall be eligible for a total of up to 40 hours per 12-month period of paid bereavement leave in the event of any death in the immediate family or reproductive loss event. For the purpose of this provision, "immediate family" includes spouse, registered domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, child, stepchild, grandparent, stepgrandparent, grandchild, and stepgrandchild of the part-time employee or the part-time employee's spouse or registered domestic partner. For the purpose of this provision, "reproductive loss event" shall have the meaning set forth in California Government Code 12945.6.

- K. Paid Court Leave: While California Government Code Section 1230 does not require the City to grant part-time employees paid leaves of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the part-time employee, part-time employees shall be eligible for a total of up to 64 hours



per 12-month period of paid court leave for those purposes when proof of such obligation is provided and proof of any amounts received for jury and/or witness fees is provided (if applicable). During paid court leave, part-time employees shall (i) be paid the amount of the difference between his/her/their regular earnings and any amounts received for jury and/or witness fees, and (ii) be responsive to the City's telephone and other communications when not precluded by the purposes for which paid court leave is granted.

- L. Educational Assistance: Eligible part-time employees may participate in the Educational Assistance Program set forth in Exhibit B, attached hereto and incorporated by this reference.

**SECTION 5. Limited Part-Time Employee Benefits.** All employees who work less than 20 hours per week on a regularly assigned basis shall be considered "limited part-time employees" for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Retirement: All City employees, including limited part-time employees, are required to participate in the Social Security system.
- B. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a pre-tax and/or Roth salary reduction at their sole expense.
- C. Paid Time Off: On the 90<sup>th</sup> calendar day of employment, and every January 1 thereafter, limited part-time employees shall accrue 40 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off must be used in a minimum increment of two hours per calendar day. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.
- D. Educational Assistance: Eligible limited-time employees with the designation

“Building Employee” in Exhibit A may participate in the Educational Assistance Program set forth in Exhibit B, attached hereto and incorporated by this reference.

**SECTION 6. Employee Assistance Program.** The City shall contract for an employee assistance program to provide voluntary, confidential assistance to employees in working through various life challenges that may adversely affect job performance, health, and personal well-being in order to optimize the City’s success. All full-time, part-time, and limited part-time employees shall be enrolled in the employee assistance program with the cost of enrollment paid by the City.

**SECTION 7. Technology Allowances.** The City Manager is authorized to offer technology allowances of either (i) \$25.00 per employee per month to employees who are regularly required to use their personal cellular telephone as part of the City’s multi-factor authentication and cyber security protocols, with the exception of the City Manager, or (ii) \$79.50 per employee per month to employees who are regularly required to use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business, with the exception of the City Manager. Such technology allowances shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month in order to receive payment.

**SECTION 8. Notary Public Stipends.** The City Manager is authorized to offer notary public stipends of \$100.00 per employee per month to employees who regularly provide notary public and foreign pension acknowledgement services in the course of City business, with the exception of the City Manager. Such notary public stipends shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month, and in possession of an active and valid notary public commission from the State of California as of the payroll processing date for the first pay period of each month, in order to receive payment. The City Manager is also authorized to incur and pay, on behalf of the City, costs related to the education and commission of employees who regularly provide notary public services in the course of City business, with the exception of the City Manager.

**SECTION 9. Acting Appointments.** Employees temporarily assigned to a higher level job classification (based on the comparative starting compensations set

forth in Exhibit A) for 14 consecutive calendar days or more shall receive acting status pay equivalent to the starting compensation for the job classification to which they are temporarily assigned, unless their increase in compensation would be less than 10% in which case they shall receive acting status pay equivalent to a 10% increase in compensation. Benefits shall remain unchanged during temporary assignments.

**SECTION 10. Unpaid Leave.** The City Manager may grant employees other than the City Manager leaves of absence without pay, upon written request of the employee setting forth the reason for the request. The City Manager shall evaluate requests on the basis of need, duration, and work requirements. No employee shall expect that requests will be granted. The City Manager shall respond to the employee's request in writing. The City Manager has discretion, in accordance with applicable law and regulation, to grant less than the full amount of leave requested. Any unpaid leave of absence lasting more than seven consecutive calendar days shall preclude the employee from accruing paid time off and floating holidays, and from receiving holiday pay, after the seventh consecutive calendar day until their return to paid status. Upon expiration of an approved unpaid leave of absence and at the City Manager's sole discretion, unless otherwise required by law or regulation, the employee shall be reinstated in the position held at the time leave was granted, assuming the position still exists. An employee who fails to report to duty promptly at expiration of an approved unpaid leave of absence shall be subject to disciplinary action up to and including termination and/or subject to separation due to job abandonment.

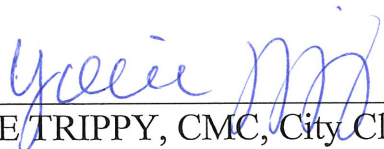
**SECTION 11. City Manager's Compensation and Benefits.** The City Manager shall receive such other compensation and benefits as set forth in the employment agreement separately approved by the City Council on May 17, 2023 and as may be subsequently amended.

**SECTION 12.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this 17<sup>th</sup> day of September 2025.

  
SHARI L. HORNE, Mayor

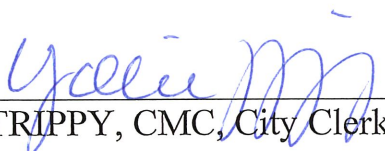
ATTEST:

  
\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

STATE OF CALIFORNIA       )  
COUNTY OF ORANGE       ) ss.  
CITY OF LAGUNA WOODS    )

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-31** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 17<sup>th</sup> day of September 2025, by the following vote:

AYES:       COUNCILMEMBERS: Horne, McCary, Lee, Moore  
NOES:       COUNCILMEMBERS: -  
ABSTAIN: COUNCILMEMBERS: -  
ABSENT:    COUNCILMEMBERS: Conners

  
\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

## EXHIBIT A COMPENSATION SCHEDULE

<b>Exempt Full-Time Employees (Annual Equivalent)</b>	
Administrative Services Director/City Treasurer	\$134,030.00 – \$187,642.00
Assistant to the City Manager	\$103,090.00 – \$144,326.00
Building Official*	\$127,320.00 – \$178,248.00
City Clerk	\$98,975.00 – \$138,565.00
City Manager	\$225,067.96 <i>(Existing)</i> \$229,569.32 <i>(Effective 12/13/25)</i>
Conservation Administrator	\$89,674.00 – \$125,543.60
Deputy City Clerk	\$76,375.00 – \$106,925.00
Management Analyst	\$80,300.00 – \$112,420.00
Planning & Environmental Services Director	\$134,030.00 – \$187,642.00
Public Works Administrator	\$96,252.00 – \$134,752.80
Senior Management Analyst	\$94,450.00 – \$132,230.00
Senior Planner	\$89,918.40 – \$125,881.60
<b>Non-Exempt Full-Time Employees (Hourly Rate)</b>	
Accountant	\$35.45 – \$49.63
Accounting Clerk	\$25.27 – \$35.38
Building Inspector*	\$38.74 – \$54.24
Code Enforcement Officer	\$34.95 – \$48.92
Permit Technician*	\$29.54 – \$41.36
Senior Accountant	\$38.91 – \$54.47
<b>Non-Exempt Part-Time/Limited Part-Time Employees (Hourly Rate)</b>	
Receptionist	\$20.00 – \$28.00

\* Designated as “Building Employee”

## **EXHIBIT B**

### **EDUCATIONAL ASSISTANCE PROGRAM**

This City of Laguna Woods Educational Assistance Program (Plan) is intended to be a qualified educational assistance program that provides nontaxable Educational Assistance to Eligible Employees of the City of Laguna Woods (Employer) under Internal Revenue Code (Code) Section 127.

#### **I. ELIGIBILITY**

A. The Eligible Employees covered under this Plan include the following:

- i. Employees currently employed by the Employer;
- ii. Employees currently employed by the Employer who are on leave, as for example, in the Armed Forces of the United States; and

B. This Plan includes the following additional conditions for eligibility:

- i. Full-time employees are eligible to participate in this Plan beginning on the 183<sup>rd</sup> day of their employment with the Employer;
- ii. Part-time employees are eligible to participate in this Plan beginning on the 183<sup>rd</sup> day of their employment with the Employer;
- iii. Limited part-time employees with the designation “Building Employee” are eligible to participate in this Plan beginning on the 183<sup>rd</sup> day of their employment with the Employer; and
- iv. Other limited part-time employees are not eligible to participate in this Plan.

#### **II. EDUCATIONAL ASSISTANCE**

A. The benefits provided under this Plan consist solely of the types of Educational Assistance specified in Section II.C and are limited to up to \$5,250.00 per Eligible Employee per calendar year, based on the Eligible Employee’s length of employment as per the schedule specified in Section II.B below. If an Eligible Employee receives Educational Assistance under this Plan that exceeds \$5,250.00 in a calendar year, the excess amount may be

subject to federal income tax and applicable federal employment taxes. Notwithstanding the benefits provided under this Plan, the Employer may directly pay for education and/or training for its employees outside of the Plan.

- i. "Educational Assistance" includes the payment by the Employer of expenses incurred by or on behalf of an Eligible Employee for Education of the Eligible Employee or the provision by the Employer of Education to an Eligible Employee. Expenses for Educational Assistance must be approved by the Employer per Section II.D and be job-related. Eligible Employees must provide all documentation under Section III.A in order to receive reimbursement after a course is completed. Eligible expenses for approved courses includes tuition, fees, and similar payments. "Educational Assistance" does not include (a) payment for, or the provision of, tools or supplies (other than required textbooks) that the Eligible Employee may retain after completing a course of instruction; (b) meals, lodging, or transportation; (c) any payment for, or the provision of any benefits with respect to, any course or other Education involving sports, games, or hobbies, unless such Education involves the business of the Employer or is required as part of a degree program; or (d) fees for late registration or for withdrawing from or dropping a course. The types of Educational Assistance covered by this Plan are specified in Section II.C.

B. Eligible Employees will be eligible for Educational Assistance up to the following annual maximums, based on their length of continuous employment with the Employer:

- i. 183 calendar days to less than 2 years of employment: Eligible for reimbursement of up to \$1,050.00 per calendar year (20% of the annual \$5,250.00 limit).
- ii. 2 years but less than 6 years of employment: Eligible for reimbursement of up to \$2,625.00 per calendar year (50% of the annual \$5,250.00 limit).
- iii. 6 years or more of employment: Eligible for reimbursement of up to \$5,250.00 per calendar year (100% of the annual limit).

C. This Plan provides the following types of Educational Assistance:



- i. For courses approved by the Employer pursuant to Section II.C below, reimbursement for tuition, fees, and similar payments, to an Eligible Employee; and
- ii. The provision, by the Employer, of courses of instruction for an Eligible Employee.

D. Applying for Course Approval:

- i. To receive course approval, an employee must submit a written request in the format required by the Employer. If the Employer approves the course, the Employer will provide a written statement noting the course approval, the expenses that are reimbursable, and the maximum amount of reimbursement that will be provided for the course. Until an employee has received a written course approval, the employee should consider a course unapproved, regardless of any discussions that the employee may have had with any representative of the Employer regarding the course.
- ii. An employee may submit a course approval request before a course begins or while the course is ongoing. If an employee elects to sign up for a course before obtaining course approval, however, there is no assurance that the course will be approved for reimbursement. If the employee's decision to take a course is dependent on a particular amount of reimbursement being available under this Plan, the employee should make sure to obtain course approval before registering. To ensure that course approval is determined in time, course approval requests for advanced approval should be submitted at least 15 business days before the registration deadline for the course.
- iii. No course will be considered for approval if a course approval request is submitted after the course ends.
- iv. In addition to course approval, Eligible Employees must provide all of the information under Section III.A in order to receive reimbursement.

E. The annual limit specified in Section II.B applies to amounts paid and expenses incurred by the Eligible Employee during a calendar year. For courses that span multiple calendar years, the reimbursable expenses will be allocated proportionally between the years based on course length, credits, or



other reasonable method determined by the Employer to determine when expenses are treated as incurred for purposes of applying each year's annual reimbursement limit. If an Eligible Employee seeks reimbursement for expenses incurred, the expenses must not have been incurred prior to employment. "Unused" amounts of the annual limit cannot be carried forward to subsequent years.

### **III. CLAIM REIMBURSEMENT**

- A. To obtain reimbursement for a course, which will be paid after the course is completed provided all requirements of the Plan are met, the following must be submitted to the Employer within 30 calendar days after course completion:
- i. a signed and fully completed benefits request in the form required by the Employer;
  - ii. a copy of the course approval request already submitted and approved by the Employer;
  - iii. for courses that are graded, documentation showing completion of the course with a grade equivalent of "C" or better (or a pass for a course that is graded on a pass/fail basis); and
  - iv. documentation substantiating any course-related expenses for tuition, fees, or similar expenses required for the course that were incurred or paid by the employee and for which reimbursement is sought.
- B. Courses that are dropped, withdrawn from, or completed with a grade equivalent to "C-" or less will not be eligible for reimbursement, and employees will be responsible for any associated penalties or fees.
- C. Employees who voluntarily leave employment with the Employer or are terminated for cause (as defined by the Employer's policies) within 12 months of receiving Educational Assistance under the Plan shall be required to repay the amount received within 60 calendar days of separation. Exceptions may be made for involuntary separations not for cause or separations due to extenuating circumstances, at the discretion of the Employer.

### **IV. EXCLUSIVE BENEFIT**

This Plan provides Educational Assistance for the exclusive benefit of Eligible Employees. Spouses and dependents of an Eligible Employee may not participate in this Plan, unless the spouse or dependent is also an Eligible Employee.

## **V. SUBSTANTIATION**

An Eligible Employee receiving payments under this Plan must provide substantiation to the Employer of expenses incurred.

## **VI. NON-DISCRIMINATION**

- A. This Plan shall not discriminate in favor highly compensated employees (as defined in section 414(q) of the Code) of the Employer.
- B. This Plan shall not be considered discriminatory under Treasury Regulation § 1.127-2(e) merely because: (a) Different types of Educational Assistance available under the Plan are utilized to a greater degree by Eligible Employees with respect to whom discrimination is prohibited than by other Eligible Employees, or (b) Conditions are required or considered in determining the availability of benefits with respect to a course of study for which benefits are otherwise available, including, but not limited to, successful completion of the course or attaining a particular course grade.

## **VII. NOTICE**

The Employer shall provide each Eligible Employee with reasonable notice of the availability and terms of this Plan. This Plan shall be made available for review by Eligible Employees on the Employer's Human Resources website. An Eligible Employee shall receive a paper copy of this Plan upon written request.

## **VIII. FUNDING**

The Employer will pay Educational Assistance benefits from its general assets. Employees are not required or permitted to contribute to the Plan.

## **IX. MISCELLANEOUS**

The Employer may amend or terminate this Plan at any time, provided that any amendment or termination shall not affect the right of Eligible Employees to claim Education Assistance for courses in which they enrolled and which were approved

by the Employer for reimbursement prior to such amendment or termination.

The City Manager or their designee shall have the authority to interpret and administer this Plan, except as may pertain to their own use of this Plan in which case the City Manager (in case of a designee thereof) or the Mayor (in case of the City Manager) shall have the authority to interpret and administer this Plan. In the event of ambiguity, inconsistency, or uncertainty in the application of any provision, the City Manager or their designee (or City Council in case of the City Manager) is authorized to make final determinations, which shall be binding and not subject to further review.

This Plan shall be construed and enforced according to the laws of the State of California, to the extent not preempted by federal law.

#### **X. EFFECTIVE DATE**

This Plan is effective as of July 1, 2025.