



**Glendale Community College District
1500 North Verdugo Road
Glendale, California 91208**

BOARD OF TRUSTEES

Agenda

**Meeting No. 14
Regular Board Meeting
Tuesday, May 19, 2020 at 5:00 p.m.**

GLENDALE COMMUNITY COLLEGE DISTRICT
1500 North Verdugo Road
Glendale, California
(818) 240-1000

Vision

Glendale Community College is the Greater Los Angeles Region's premier learning community where all students achieve their informed educational goals through outstanding instructional and student services, a comprehensive community college curriculum, and educational opportunities found in few community colleges.

BOARD OF TRUSTEES MEETING NO. 14

Due to the Governor's stay home order and our commitment to practicing social distancing, the Tuesday, May 19, 2020 Board of Trustees meeting will be held via teleconference.

For those who want to view the meeting it will be streamed live on the GCC website at glendale.edu/streammeeting.

Tuesday, May 19, 2020 at 5:00 p.m.

AGENDA

ITEM

PAGE

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CERTIFICATION OF COMPLIANCE

To accommodate the requirement of Government Code §54954.2, it is hereby declared that the agenda for the meeting was posted 72 hours prior to this meeting at the following locations:

- At three locations in the Administration Building at Glendale Community College;
- In the display case on the outside wall of the San Gabriel Building at Glendale Community College.
- On the window adjacent to the main office entrance on the top floor of the Tropicco Building on the Garfield Campus;
- On display inside the glass doors at the front entrance of the Professional Development Center;
- At <http://www.glendale.edu/boardoftrustees>.

In accordance with the Brown Act revisions, any writings relating to open session agenda items and distributed to all or a majority of all Board Members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public in the Office of the Superintendent/President, John A. Davitt Administration Building, AD 106, 1500 N. Verdugo Road, Glendale, CA 91208 during regular business hours. When possible, such writings may also be posted on the District's website: www.glendale.edu/boardoftrustees.

Individuals who require disability related accommodations or modifications should contact the Superintendent/President's office by noon of the business day preceding the Board meeting. Please call (818) 551-5105.

COMMENTS FROM THE AUDIENCE - BOARD AGENDA ITEMS ONLY

Members of the public who would like to participate in the public comment period may do so by submitting their comments via email to comms@glendale.edu before noon (12:00 p.m.) on Tuesday, May 19, 2020. Comments will be read aloud during the appropriate time of the meeting.

Public comment guidelines remain in effect. Submissions must include the person's name and address. Content should take no more than a total of five (5) minutes to read out loud. Not more than twenty (20) minutes will be allocated to public comment for any agenda item, except by unanimous consent of the Board. A speaker's time may not be transferred to another speaker.

PUBLIC HEARINGS

1. Public Hearing of the Guild Reopeners for 2018-2021 Collective Bargaining Agreement 8

The Guild reopeners covering the period from July 1, 2018 through June 30, 2021 were publicly presented by the Glendale College Guild, Local 2276 of the American Federation of Teachers to the Board on April 21, 2020. This public hearing is conducted in accordance with Government Code Section 3547.

SPECIAL RECOGNITION

Hayward "Excellence in Education" Award

The Board of Trustees congratulate Dr. Mark Maier, GCC Professor of Economics, who has been selected as the recipient of the 2020 Board of Governors Hayward "Excellence in Education" Award for full-time faculty.

Recipients of the Board of Governors Hayward "Excellence in Education" Award are measured by their commitment to serving and empowering students from diverse backgrounds and experiences, adherence to the fundamental principles of the California Community Colleges mission and evidence of support for open access and guiding student success. Recipients demonstrate a commitment to the college through methods to improve the educational environment, engagement in professional and/or student activities and participation with the academic senate, department, or student groups.

RESOLUTIONS

1. Resolution No. 22-2019-2020: Authorizing the Issuance of Glendale Community College District (Los Angeles County, California) Election of 2016 General Obligation Bonds, Series B, and Actions Related Thereto (See Unfinished Business Report No. 2 – Second of Two Readings – Action) 9

The Superintendent/President recommends that the Board of Trustees adopt Resolution No. 22-2019-2020.

2. Resolution No. 23-2019-2020: Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2020, 2021 and 2022, and Authorizing Execution and Delivery of Related Documents and Actions 10

The Superintendent/President recommends that the Board of Trustees adopt Resolution No. 23-2019-2020.

RESOLUTIONS - continued

- 3. Resolution No. 24-2019-2020: Authorizing the Issuance of the Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds 13

The Superintendent/President recommends that the Board of Trustees adopt Resolution #24-2019-2020.

INFORMATIONAL REPORTS - NO ACTION

- 1. Third Quarter Budget Balances as of March 31, 2020 88
- 2. Third Quarter Financial Status Report as of March 31, 2020 101
- 3. Enrollment Update 105
- 4. Measure GC Funds Balances and Schedule Update 108
- 5. Glendale College Foundation - Statement of Financial Position, Income Statement and Third Quarter Report of Donations for Period Ending March 31, 2020 110
- 6. Student Success Act (AB705) Update 115
Presented by Math Instructor and Guided Pathways Instructional Coordinator, Dr. Tom Voden, Math Division Chair, Liz Russell, English Division Chair, Sarah McLemore, Credit ESL Division Chair, Glenn Gardner, and Math Faculty, Michael Davis.

UNFINISHED BUSINESS REPORTS – SECOND OF TWO READINGS - ACTION

- 1. District Reopeners for the 2018-2021 Collective Bargaining Agreement Between the District and Glendale College Guild, Local 2276, American Federation of Teachers 155

The Superintendent/President recommends that the Board of Trustees conduct the second of two readings for board action on the proposed reopeners to the 2018-2021 Collective Bargaining Agreement between the District and Glendale College Guild, Local 2276, American Federation of Teachers.

- 2. Issuance of Glendale Community College District 2016 Measure GC General Obligation Bonds, Series B 157

The Superintendent/President recommends that the Board of Trustees conduct the second of two readings for board action on a resolution of the Board of Trustees of the Glendale Community College District authorizing the issuance of Glendale Community College District 2016 Measure GC General Obligation Bonds, Series B, and actions related thereto. This action taken under Resolution No. 22-2019-2020.

CONSENT CALENDAR - ACTION

All items under Consent Calendar are considered to be of a routine nature and are acted on with one motion. Any recommendation may be removed from the Consent Calendar at the request of any Board Member and placed under New Business Reports/Action.

- 1. Approval of Minutes - Regular Board Meeting of April 21, 2020 332

The Superintendent/President recommends that the Board of Trustees approve the regular Board meeting minutes of April 21, 2020.

CONSENT CALENDAR – ACTION – continued

- | | | | | |
|--|---|--|--|--|
| 2. | Warrants - District Funds April 1, 2020 through April 30, 2020 | 338 | | |
| | The Superintendent/President recommends that the Board of Trustees approve warrants issued during the month of April 2020 totaling \$15,541,618.87. | | | |
| 3. | Contract Listing and Purchase Order Listing – April 1, 2020 through April 30, 2020 | 344 | | |
| | The Superintendent/President recommends that the Board of Trustees approve the contract listing and purchase order listing issued during the month of April 2020 totaling \$13,108,541.39. | | | |
| 4. | Budget Revisions and Appropriation Transfers General Fund Unrestricted (01) - April 1, 2020 through April 30, 2020 | 358 | | |
| | The Superintendent/President recommends that the Board of Trustees approve Appropriation Transfers of \$124 in the General Fund Unrestricted (01). | | | |
| 5. | Budget Revisions and Appropriation Transfers General Fund Restricted (03) - April 1, 2020 through April 30, 2020 | 359 | | |
| | The Superintendent/President recommends that the Board of Trustees approve Appropriation Transfers of \$22,396 in the General Fund Restricted (03). | | | |
| 6. | Proposed New Courses | 361 | | |
| | <p><u>New Courses</u>
 CHLDV 159 – Science and Math for Young Children
 ECON 127 – Introductory Statistics for Economics and Business
 MATH 136A – Statistics A
 MATH 136B – Statistics B
 PSYCH 170 – Sports Psychology
 STV 66 – Certified Nursing Aide (Noncredit)</p> <p>The Superintendent/President recommends that the Board of Trustees approve the new courses as presented.</p> | | | |
| 7. | Revised Courses and Programs | 364 | | |
| | <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><u>Course Revisions</u>
 AD ST 114
 ANTHR 101
 ART 102H, 103, 104, 105, 106, 107, 108, 111, 112, 113, 115, 116, 118, 119, 120, 121, 125
 BUSAD 120, 131, 158
 CHLDV 101, 133, 140, 142, 156
 CS/IS 125
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 MOA 180, 181, 182, 183, 185
 PHOTO 142
 PHY 101, 101H, 102, 103
 SPAN 124H
 ST DV 125
 STV 35, 55, 71</p> </td> <td style="vertical-align: top; width: 50%;"> <p><u>Program Revisions</u>
 ANTHR - AA-T
 ARCH - Architectural Drafting and Design/AS Degree and Certificate
 BUSAD - Computer Science Certificate
 ENGR - Civil Engineering AS Degree & Certificate
 ENGR - Computer Engineering AS Degree
 ENGR - Electrical Engineering AS Degree & Cert
 ENGR - Mechanical Engineering AS Degree & Cert
 FRENCH - AA Degree and Certificate
 ITAL - AA Degree and Certificate
 MOA - Administrative Medical Assistant/AS Degree and Certificate
 MOA - Health Occupations Skill Award
 MOA - Medical Coding Assistant AS Degree & Cert
 MOA - Medical Office Skill Award
 MOA - Medical Records Skill Award
 SOC S - Sociology AA-T
 STV - Account Clerk I & II
 STV - Dental Front Office Clerk
 STV - General Office Clerk I, II, & III</p> </td> </tr> </table> | <p><u>Course Revisions</u>
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 CS/IS 125
 ECON 101, 102, 102H
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 MATH 105, 105H, 108, 108H, 110A, 135
 MOA 180, 181, 182, 183, 185
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CONSENT CALENDAR – ACTION – continued

Revised Courses and Programs

The Superintendent/President recommends that the Board of Trustees approve the revised courses and programs as presented.

- 8. Proposed New Programs 370

New Programs

- Engineering Entrepreneurship Skill Award
- Fitness Specialist AS Degree
- Medical Assistant Certificate
- Sports Coaching AS Degree
- Sports Coaching - Certificate
- The Transitional Kindergarten (TK) Certificate
- Home Caregiver Certificate Program – Noncredit

The Superintendent/President recommends that the Board of Trustees approve the new programs as presented.

- 9. Personnel Report No. 11 – Academic, Classified, Administrator, All Other Temporary Employee Actions Personnel Report and Student Report 375

The Superintendent/President recommends that the Board of Trustees confirm the following personnel reports:

- Academic Report Administrator Report
- Classified Report All Other Temporary Employee Actions Report
- Student Report

NEW BUSINESS REPORTS

- 1. Tentative Agreements between the District and California School Employees Association (CSEA) Glendale College Chapter 76 385

The Superintendent/President recommends that the Board of Trustees approve the tentative agreements between the District and CSEA Glendale College Chapter 76, pending ratification by CSEA.

- 2. Tentative Agreements between the District and Glendale College Guild Local 2276 (Guild) of the American Federation of Teachers 407

The Superintendent/President recommends that the Board of Trustees approve the tentative agreements between the District and Glendale College Guild Local 2276, pending ratification by the Guild.

- 3. Tenured Faculty 424

The Superintendent/President recommends that the Board of Trustees approve granting tenure effective Fall 2020 to the 20 faculty members listed in this report.

- 4. Student Fee Schedule for the 2020-2021 Academic Year Effective Fall 2020 429

The Superintendent/President recommends that the Board of Trustees approve the Student Fee Schedule for the 2020-2021 academic year effective Fall 2020.

NEW BUSINESS REPORTS - continued

- 5. Change Order No. 002 for the San Rafael Second Floor Renovation Project 432

The Superintendent/President recommends that the Board of Trustees approve Change Order No. 002 for the San Rafael Second Floor Renovation Project and that the contract price be amended to reflect an increase of \$35,795.

COLLEGE LEADERS REPORTS

435

- 1. Academic Senate Representative to the Board
- 2. Guild Representative to the Board
- 3. CSEA Representative to the Board
- 4. Vice Presidents
- 5. Superintendent/President
- 6. Associated Students of Glendale Community College
- 7. Board of Trustees

BOARD OF TRUSTEES REQUESTS FOR INFORMATION

This is an opportunity for the Board of Trustees to request information.

COMMENTS FROM THE AUDIENCE ON ANY SUBJECT

ADDRESSING THE BOARD OF TRUSTEES - Members of the public who would like to participate in the public comment period may do so by submitting their comments via email to comms@glendale.edu before noon (12:00 p.m.) on Tuesday, May 19, 2020. Comments will be read aloud during the appropriate time of the meeting.

Public comment guidelines remain in effect. Submissions must include the person's name and address. Content should take no more than a total of five (5) minutes to read out loud. Not more than twenty (20) minutes will be allocated to public comment for any agenda item, except by unanimous consent of the Board. A speaker's time may not be transferred to another speaker.

CLOSED SESSION

- 1. Public Employee Performance Evaluation pursuant to Government Code §54957
Title: Superintendent/President

RECONVENE IN PUBLIC SESSION

REPORT OF CLOSED SESSION ACTION (IF ANY)

ADJOURNMENT

FUTURE DATES

Monday, May 25, 2020	Memorial Day Holiday - College Closed
Wednesday, June 10, 2020 Tuesday, June 16, 2020	GCC Commencement Regular Board Meeting
Tuesday, July 21, 2020 Friday, July 31, 2020	Regular Board Meeting Board Retreat
Tuesday, August 18, 2020 Monday, August 31, 2020	Regular Board Meeting Fall Session Begins
Monday, September 7, 2020 Friday, September 11, 2020 Tuesday, September 15, 2020	College Closed – Labor Day Faculty Institute Day Regular Board Meeting
Tuesday, October 20, 2020	Regular Board Meeting – Garfield Campus
Monday, November 9, 2020 Tuesday, November 17, 2020 Thursday, November 26, 2020 – Saturday, November 28, 2020	College Closed – Veterans' Day Regular Board Meeting College Closed – Thanksgiving Break
Tuesday, December 15, 2020 Wednesday, December 23, 2020 - Sunday, January 3, 2021	Regular Board Meeting College Closed – Winter Break
Monday, January 4, 2021 Monday, January 18, 2021 Tuesday, January 19, 2021 Friday, January 29, 2021	Winter Intersession Begins College Closed – Martin Luther King, Jr. Holiday Regular Board Meeting Board Retreat
Friday, February 12, 2021 Monday, February 15, 2021 Tuesday, February 16, 2021 Monday, February 22, 2021	College Closed – Presidents' Holiday College Closed – Presidents' Holiday Regular Board Meeting Spring Session Begins
Tuesday, March 16, 2021 Wednesday, March 31, 2021	Regular Board Meeting College Closed – Cesar Chavez Day
Tuesday, April 20, 2021 Saturday, April 24, 2021	Regular Board Meeting – Garfield Campus College Closed – Armenian Remembrance Day
Tuesday, May 18, 2021 Monday, May 31, 2021	Regular Board Meeting College Closed – Memorial Day
Tuesday, June 15, 2021 Wednesday, June 16, 2021	Regular Board Meeting GCC Commencement

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

PUBLIC HEARING NO. 1

TO: Board of Trustees

SUBMITTED BY: Roger Bowerman, Guild President

PREPARED BY: Caroline DePiro, Guild Chief Negotiator

SUBJECT: PUBLIC HEARING OF THE GUILD REOPENERS FOR 2018-2021
COLLECTIVE BARGAINING AGREEMENT

The Glendale College Guild, local 2276 of the American Federation of Teachers, hereby gives notice of its desire to reopen its collective bargaining agreement with the Glendale Community College District covering the period from July 1, 2018 through June 30, 2021. The Guild seeks to negotiate:

1. an update in the contract ensuring that all faculty have Armenian Genocide Remembrance Day and Cesar Chavez Day off as part of their contract without being forced to make up those days at another time;
2. an expansion of discretionary leave options;
3. an addition to the contract ensuring that long term subs are paid for office hours;
4. an improvement in faculty member rights in the Distance Education section of the contract regarding teaching online or hybrid.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

RESOLUTION NO. 22-2019-2020

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

SUBJECT: AUTHORIZING THE ISSUANCE OF GLENDALE COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

DESCRIPTION OF HISTORY / BACKGROUND

See Unfinished Business Report No. 2 – Second of Two Readings – Action.

COMMITTEE HISTORY

College Executive Committee May 12, 2020

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Resolution No. 22-2019-2020 as detailed in Unfinished Business Report No. 2.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

RESOLUTION NO. 23-2019-2020

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

SUBJECT: ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO THE CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY FOR FISCAL YEARS ENDING JUNE 30, 2020, 2021 AND 2022, AND AUTHORIZING EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

DESCRIPTION OF HISTORY / BACKGROUND

The accounting of delinquent property taxes including the related penalty and interest charges are treated the same as regular property taxes. The total amount received is offset against our State apportionment. As a result, the College does not receive any benefit from the receipt of penalties and interest on delinquent property taxes. This resolution would allow the College to sell its delinquent property taxes to the California Statewide Delinquent Tax Finance Authority Joint Powers Authority for a payment equal to 100% of the delinquent tax principal plus a 10.0% premium. The JPA would receive the right to receive the statutory penalties and interest on the delinquent taxes in exchange for this 10.0% premium. The 10.0% premium received by the College would not be considered as college base revenues and would be discretionary revenue to the College. The reduction in property tax revenue from turning over the penalty and interest revenue to the JPA would be made up by the State through our apportionment. The College has been participating in this program since 2002.

COMMITTEE HISTORY

College Executive Committee May 12, 2020

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Resolution No. 23-2019-2020.

GLENDALE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 23-2019-2020

**RESOLUTION OF THE GOVERNING BOARD OF THE GLENDALE
COMMUNITY COLLEGE DISTRICT APPROVING ASSIGNMENT OF
DELINQUENT TAX RECEIVABLES TO THE CALIFORNIA STATEWIDE
DELINQUENT TAX FINANCE AUTHORITY FOR FISCAL YEARS ENDING
JUNE 30, 2020, 2021 AND 2022, AND AUTHORIZING EXECUTION AND
DELIVERY OF RELATED DOCUMENTS AND ACTIONS**

WHEREAS, under Section 6516.6(b) of the Government Code of the State of California (the "Law"), a school district, community college district or other local educational agency is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by it or on its behalf for collection on the secured, unsecured, or supplemental property tax rolls, in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the California Statewide Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent *ad valorem* property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to local educational agencies in Los Angeles County; and

WHEREAS, under the Law the amount of property tax receipts to be reported in a fiscal year for revenue limit purposes is equal to 100% of the local educational agency's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the local educational agency; and

WHEREAS, the Authority has financed the purchase of tax receivables from the **GLENDALE COMMUNITY COLLEGE DISTRICT** (the "District") in prior fiscal years; and

WHEREAS, the Authority has requested the District to consider selling it certain delinquent tax receivables arising with respect to the fiscal years ending June 30 in each of the years 2020, 2021 and 2022 (collectively, the "Tax Receivables"), at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables; and

WHEREAS, in order to provide funding for the purchase of the Tax Receivables, the Authority has made arrangements to issue and sell a certificate of participation for each fiscal year to a designee of Tower Capital Management, LLC, a Delaware limited liability company; and

WHEREAS, the Governing Board of the District (the "Board") wishes to take its action at this time approving the sale of the Tax Receivables to the Authority, and approving related documents and actions;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the «District_Name» as follows:

Section 1. Sale of Tax Receivables to Authority. The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables.

Section 2. Approval of Purchase and Sale Agreements. The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The Purchase and Sale Agreement is hereby approved in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof approved by the Superintendent/President or the Executive Vice President of Administrative Services of the District (each, an "Authorized Officer"). The Authorized Officers are individually authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by an Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of each of the Purchase and Sale Agreements.

Section 3. Official Actions. The Authorized Officers and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this 19th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Board President

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

RESOLUTION NO. 24-2019-2020

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper,
Executive Vice President, Administrative Services

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF THE
GLENDALE COMMUNITY COLLEGE DISTRICT 2020
GENERAL OBLIGATION REFUNDING BONDS

DESCRIPTION OF HISTORY / BACKGROUND

On March 5, 2002, the voters of the Glendale Community College District (the "District") approved the issuance of not-to-exceed \$98,000,000 of general obligation bonds ("Measure G"). Pursuant to Measure G, the District previously issued (i) \$5,001,453.25 of its California 2002 Election General Obligation Bonds, 2011 Series E, and (ii) \$13,995,000 of its 2002 Election General Obligation Bonds, 2013 Series F. On June 26, 2014, the District issued \$26,660,000 of its 2014 General Obligation Refunding Bonds (collectively, the "Prior Bonds"). The District now desires to advance refund a portion of the outstanding Prior Bonds (so refinanced, the "Refunded Bonds"), thereby generating savings for District taxpayers, through the issuance of general obligation refunding bonds (the "Refunding Bonds") pursuant to Government Code Section 53550 et seq. (see attached Powerpoint overview).

All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the final maturity date of the Refunded Bonds.

- (a) Bond Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or tax-exempt bonds. The Resolution authorizes the issuance of the Refunding Bonds, specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the forms of the Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds to be issued (\$32,000,000). Section 4 of the Resolution states the maximum underwriting discount (0.40%) with

respect to the Refunding Bonds and authorizes the Refunding Bonds to be sold at a negotiated sale to RBC Capital Markets, LLC (the "Underwriter"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.

- (b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such ad valorem property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.
- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from a bond issuer a covenant that such bond issuer will annually file material financial information and operating data with respect to the issuer, as well as notices of the occurrence of certain enumerated events, through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligation issuances). This requirement is expected to be satisfied annually by the filing of the District's audited financial statements and other operating information about the District, and from time to time by the filing of notices of enumerated events, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District.

- (e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds will be deposited in an escrow fund (the “Escrow Fund”) held by U.S. Bank National Association (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to refund the Refunded Bonds on the first optional redemption date therefor. Following the deposit of proceeds into the Escrow Fund, the Refunded Bonds will be defeased, and the obligation of Los Angeles County to levy a tax for the payment thereof will cease.

COMMITTEE HISTORY

College Executive Committee May 12, 2020

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Refunding Bonds.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees adopt Resolution #24-2019-2020 authorizing the issuance of the Glendale Community College District (Los Angeles County, California) 2020 general obligation refunding bonds.

Glendale Community College

Measure GC Bond Program Update

May 19, 2020

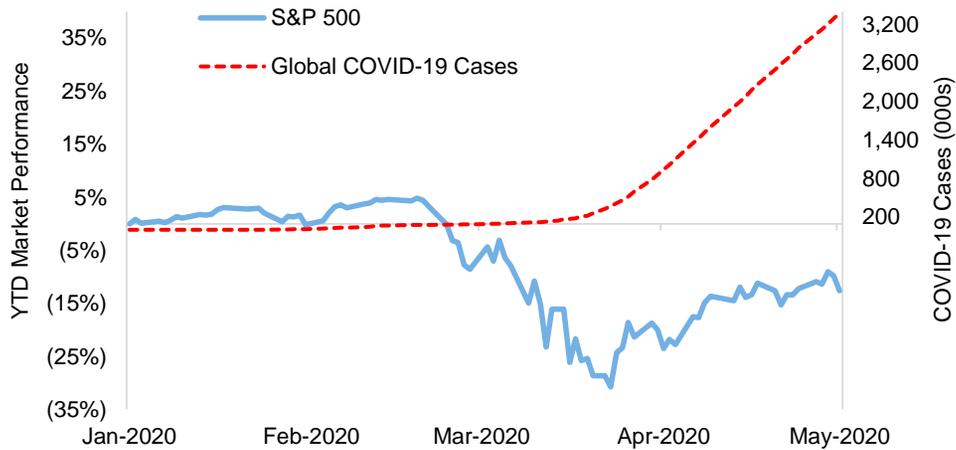


Capital
Markets

Economic Overview

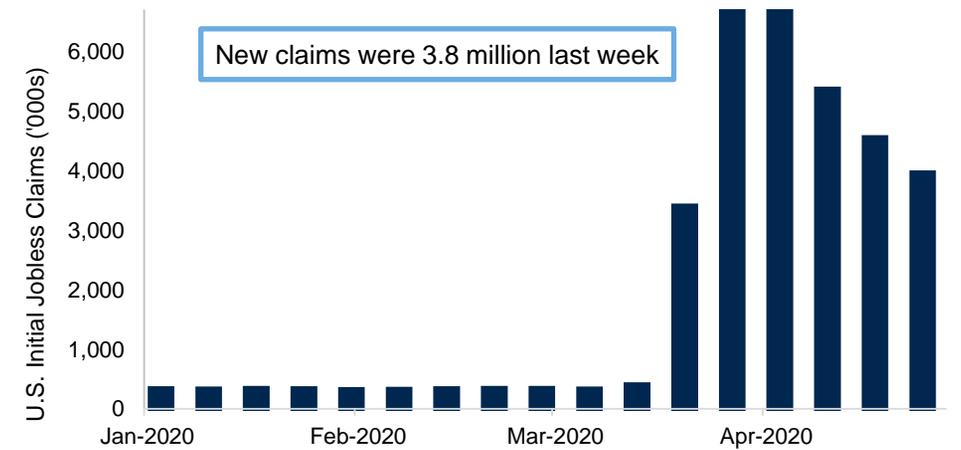
Markets pricing in fear of recession as uncertainty continues

Equity Market Performance vs. Global Confirmed Coronavirus Cases



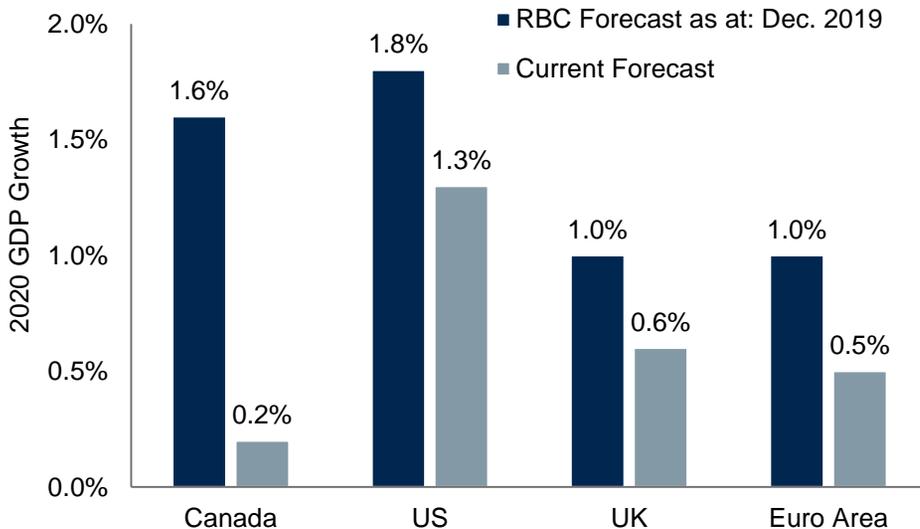
Source: Bloomberg, as of market close May 1, 2020

U.S. Initial Jobless Claims



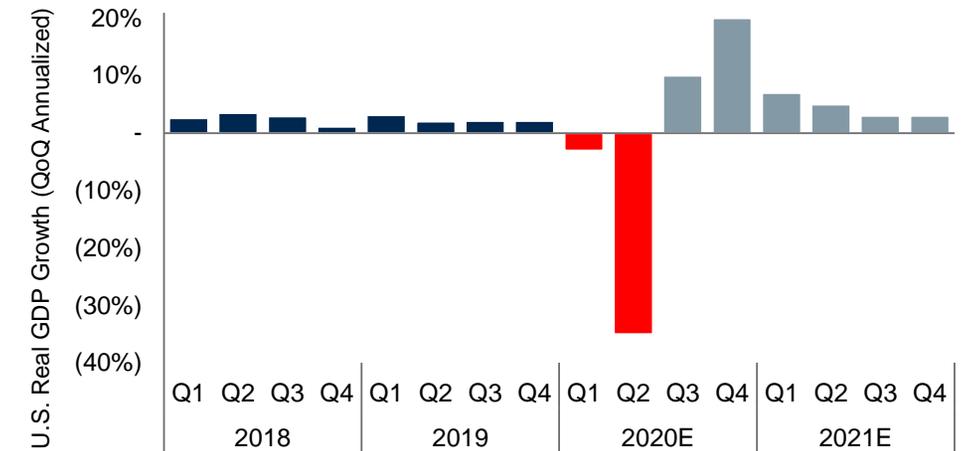
Source: Bloomberg, latest data for week ending April 24, 2020

Coronavirus Weighing on 2020 Global Growth Outlook



Source: RBC Economics

Investors Bracing for a Recession



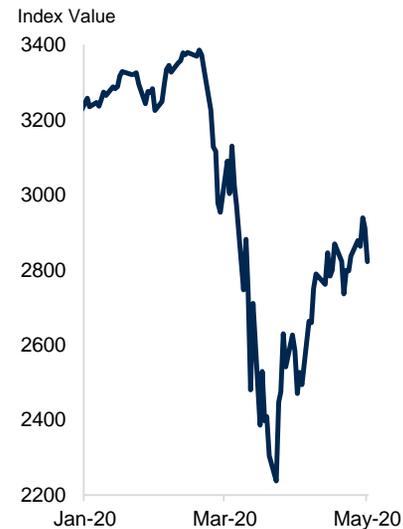
Source: RBC Economics

Coronavirus Impacting All Asset Classes

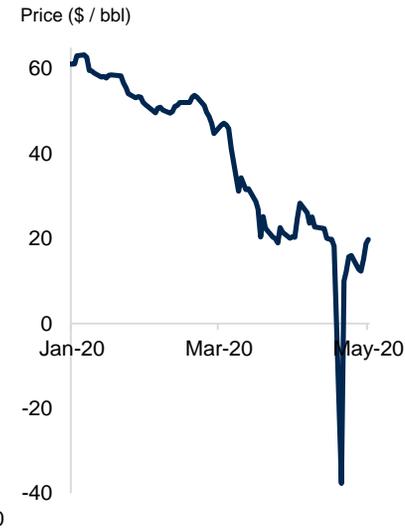
Commentary

- After starting off last week moving into negative territory, oil continues its promising rebound increasing by 16.8% over the week.
- US equities declined 2.5% to 3.2% on Friday, dragging the major indexes into negative territory for the week.
 - The DJIA and S&P 500 posted a weekly decline of 0.2%, while the Nasdaq fell 0.3%.
- The FOMC maintained its current policy stance and pledged to continue to support the economy as needed.
- U.S. GDP shrank (4.8%), the first contraction since 2014
- Investment-grade primary supply totaled \$89bn last week, and syndicate desks expect another \$70bn to price this week.
 - Corporate credit spreads tightened modestly last week, with the Bloomberg US Aggregate and IG CDX indexes tightening 3bp.
- The Treasury curve steepened as short and intermediate rates were little changed but long rates rose.
- Municipal rates rose as a return to mutual fund outflows kept investors defensive.

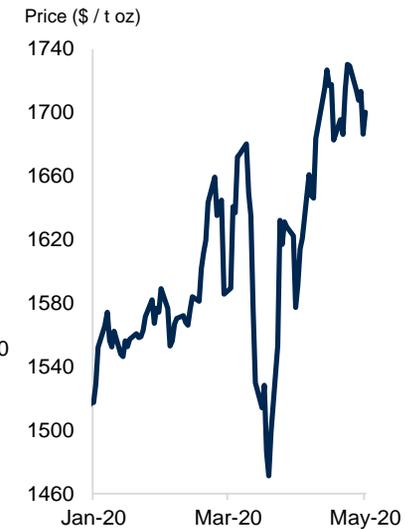
S&P 500 Index



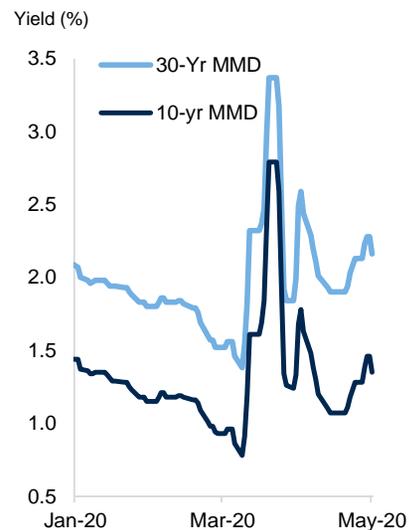
Oil (WTI)



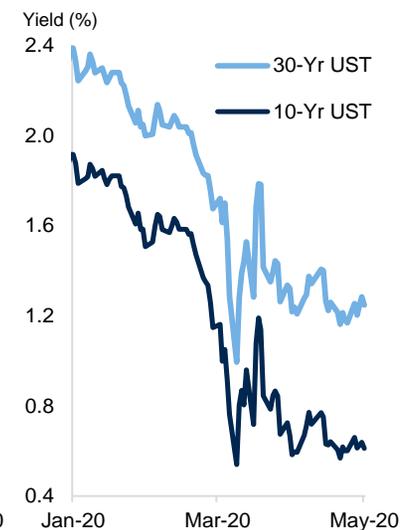
Gold



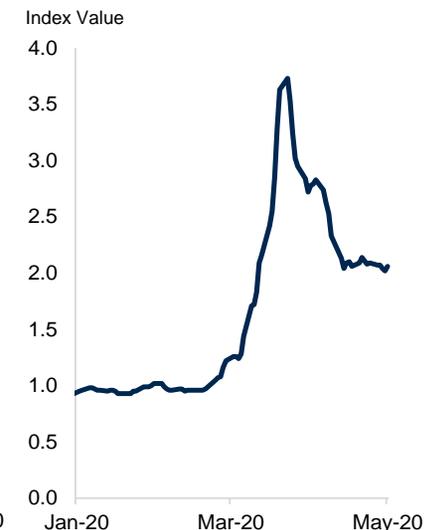
MMD Yields



U.S. Treasury Yields



IG Corporate Bond Spreads

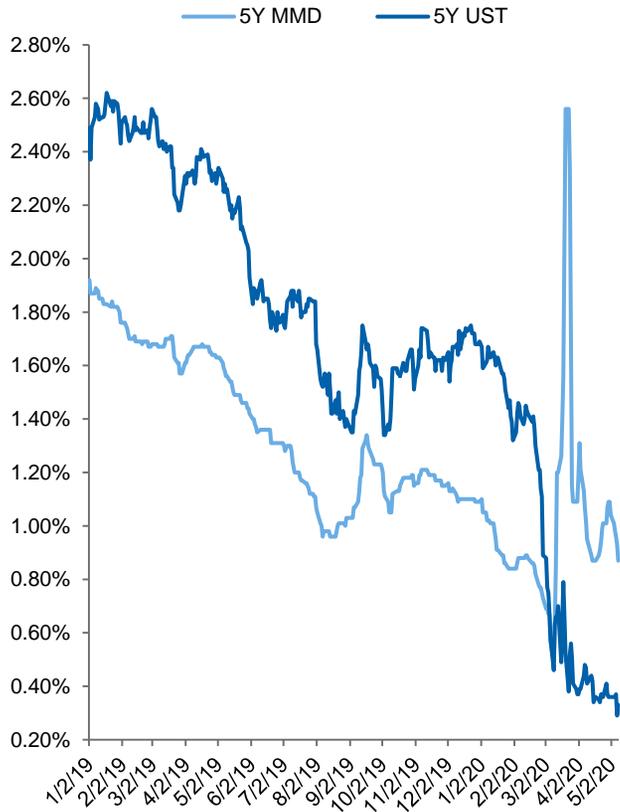


Source: Bloomberg, RBC Capital Markets as of May 1 2020. For more sources, see disclaimer slide.

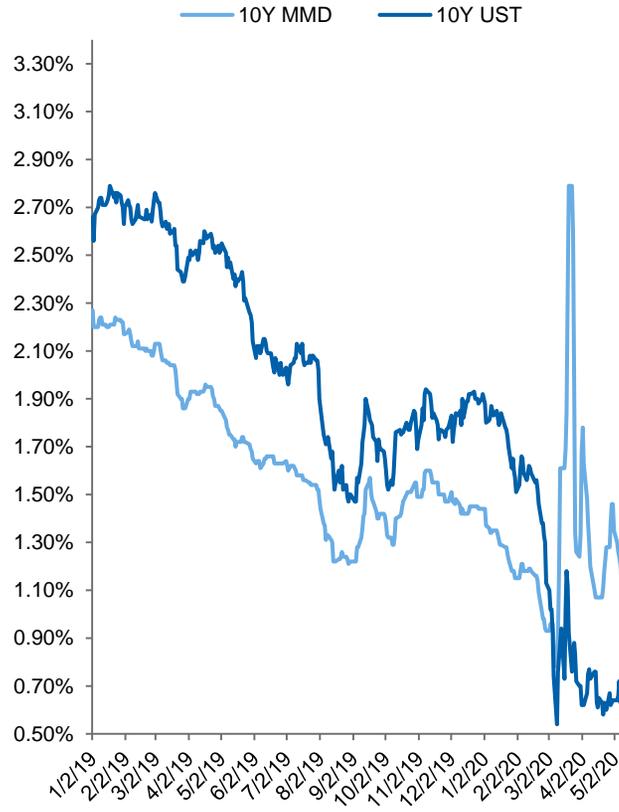
Interest Rate Movements

Relative Performance of Municipal Yields Versus Treasuries

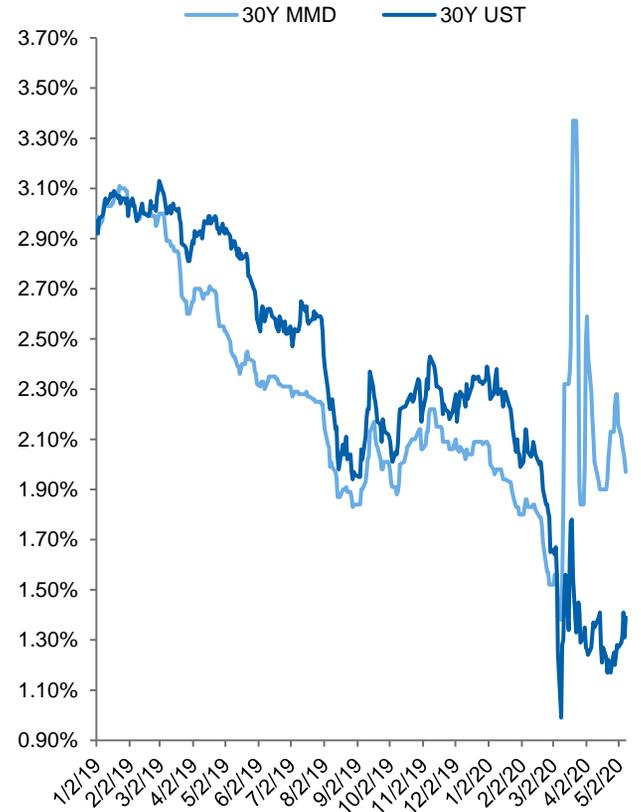
5 Year MMD⁽¹⁾ and 5 Year UST



10 Year MMD and 10 Year UST



30 Year MMD and 30 Year UST



Change in MMD

	01/02/2019	05/08/2020	Δ (bps)
3yr MMD	1.790	0.670	-112
5yr MMD	1.920	0.870	-105
7yr MMD	2.040	0.980	-106
10yr MMD	2.270	1.160	-111
30yr MMD	2.990	1.970	-102

Change in Treasuries

	01/02/2019	05/08/2020	Δ (bps)
3yr UST	2.470	0.210	-226
5yr UST	2.490	0.330	-216
7yr UST	2.560	0.530	-203
10yr UST	2.660	0.690	-197
30yr UST	2.970	1.390	-158

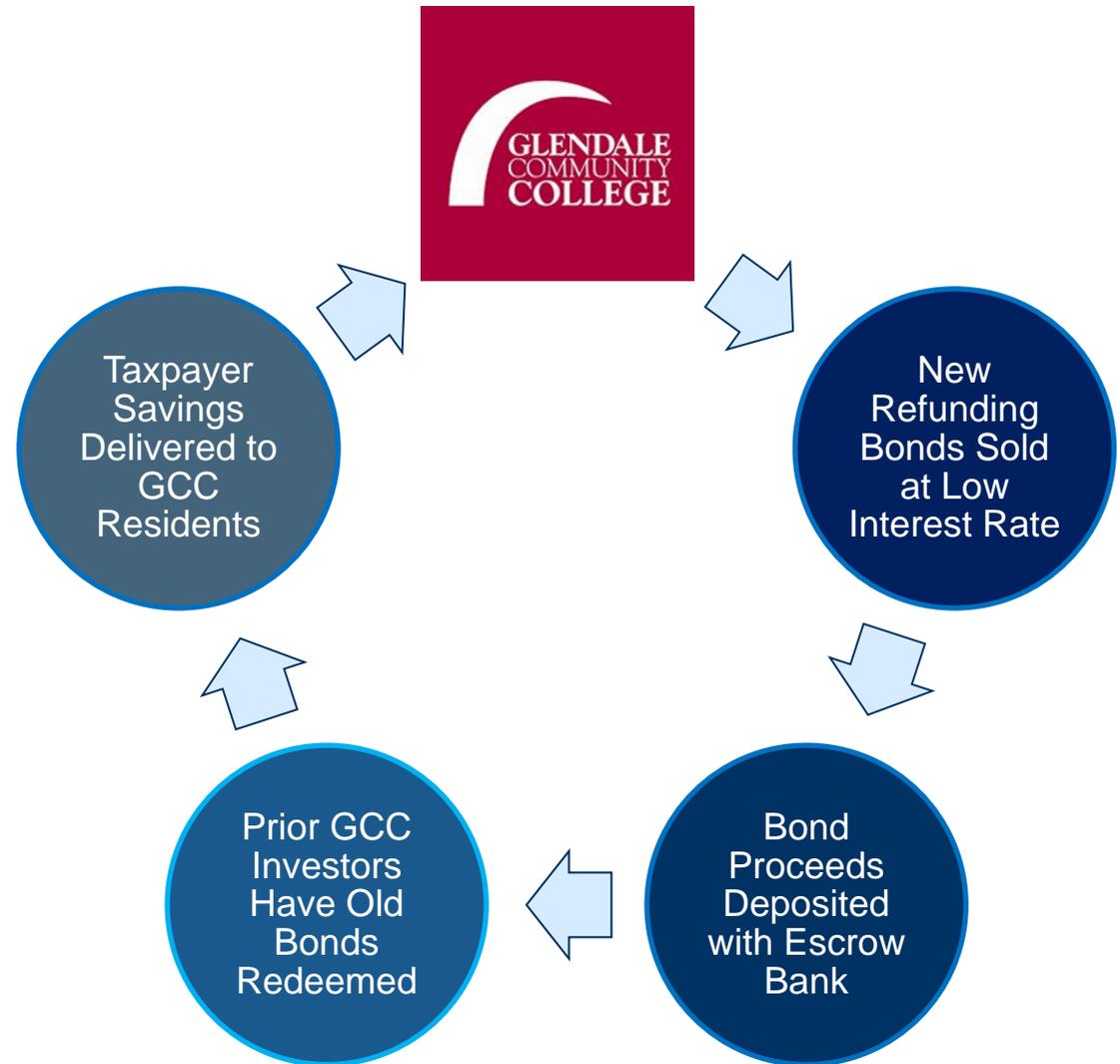
Change in MMD/UST Ratio

	01/02/2019	05/08/2020	Δ (%)
3yr Ratio	72%	319%	247%
5yr Ratio	77%	264%	187%
7yr Ratio	80%	185%	105%
10yr Ratio	85%	168%	83%
30yr Ratio	101%	142%	41%

(1) MMD stands for Municipal Market Data; a daily index all municipal bond pricings are based off of
Source: Thomson Reuters

General Obligation Refunding Bond Overview

- A General Obligation Bond refunding is a process by which Glendale College will sell new bonds today at a low interest rate, and then on a pre-set, future date “refund” specific Glendale College bonds outstanding.
- The refund date is also referred to as the “Redemption Date”, and it is established in the documents of the prior bond issues.
- The difference between the new refunding bond debt service and the prior bond debt service is the taxpayer savings or benefit.
- Industry standards for a refunding bond transaction is a minimum of three percent (3%) present value savings.
- Under state law, a general obligation refunding bond cannot extend the term/payment date of the old bonds



Pros and Cons to Doing a General Obligation Refunding Bond Transaction

- Below we provide a few key points to consider before starting a new refunding bond transaction

Pros/Advantages to Doing a Bond Refunding	Cons/Negatives to Doing a Bond Refunding
Provides taxpayer relief to Glendale residents	Taxpayer savings per household is often very small
Maintain public trust and goodwill with management of tax dollars	Transaction costs can sometimes outweigh the community benefit
Does not “cost” the College any funds to complete a transaction – all transaction costs are paid from the bond proceeds	Bond issuance process can be a significant time commitment for the College Administration
Can provide flexibility for future Glendale College bond issuances	Sometimes, “waiting” to do a bond refunding can result in higher savings

Glendale College - 2020 General Obligation Bond Refunding Analysis

- The table below show the potential bond refunding statistics based on current market rates as of May 8, 2020

New Refunding Bond Issue Amount:	\$22,900,000
<i>Amount of new proceeds to pay off old bond principal, interest and new transaction costs</i>	
Value of Measure G Bonds to be Refunded:	\$20,025,000
<i>Dollar amount of old Glendale College bonds to be paid off</i>	
Average Rate of Prior Measure G Bonds:	4.40%
<i>Current rate on old bonds - the status quo rate for Glendale taxpayers</i>	
New Refunding Bond True Interest Cost (TIC):	2.16%
<i>Combined interest rate on new bonds, including transaction costs</i>	
Total Taxpayer Savings:	\$1,124,257
<i>Difference between current bond payment schedule and new refunding bond payment schedule</i>	
Net Present Value Savings:	\$975,684
<i>Future value of taxpayer savings, discounted back to date of bond sale</i>	
Percentage Savings of Refunded Bonds:	4.87%
<i>Ratio of present value savings to amount of old bonds to be paid-off</i>	
Escrow Reinvestment Yield:	0.21%
<i>Expected return rate on new bond proceeds until first legal "redemption date"</i>	
Value of Negative Arbitrage:	\$1,173,338
<i>Opportunity cost of paying off old bonds today, versus waiting until 2023-2024 fiscal year</i>	

Glendale Community College – General Obligation Bond Summary

- The table below shows the current status of all outstanding Glendale Community College General Obligation Bonds
- The highlighted bonds in blue show the potential Measure G candidates to be refunded with the 2020 bond issue
- Based on current market interest rates, approximately \$20 million of Measure G bonds can achieve minimum present value savings of at least three percent

Glendale Community College - General Obligation Bond Overview

Measure G, Election of 2002	Original Sale Date	Original Issue Amount	Bonds Outstanding ⁽¹⁾	Current Interest Rate	Bond Redemption Date
Series A	10/24/2002	\$27,000,000	\$0	-	N/A
Series B	08/21/2003	\$5,000,000	\$0	-	N/A
Series C	08/21/2003	\$12,499,930	\$5,336,111	-	N/A
2005 Refunding Bonds	11/02/2005	\$16,951,097	\$0	-	N/A
Series D	11/02/2006	\$34,500,000	\$0	-	N/A
Series E	04/21/2011	\$5,001,453	\$3,325,000	4.96%	08/01/2021
Series F	02/06/2013	\$13,995,000	\$12,425,000	3.41%	08/01/2022
2014 Refunding Bonds	06/26/2014	\$26,660,000	\$22,265,000	4.94%	08/01/2024
Measure G Totals:		\$141,607,480	\$43,351,111	4.45%	-
Remaining Measure G Bond Authorization		\$0			
Measure GC, Election of 2016	Original Sale Date	Original Issue Amount	Bonds Outstanding ⁽¹⁾	Current Interest Rate	Bond Redemption Date
Series A	03/28/2017	\$122,000,000	\$109,075,000	4.51%	08/01/2027
Measure GC Bond Authorization Amount:		\$325,000,000			
Remaining Measure GC Bond Authorization:		\$203,000,000			

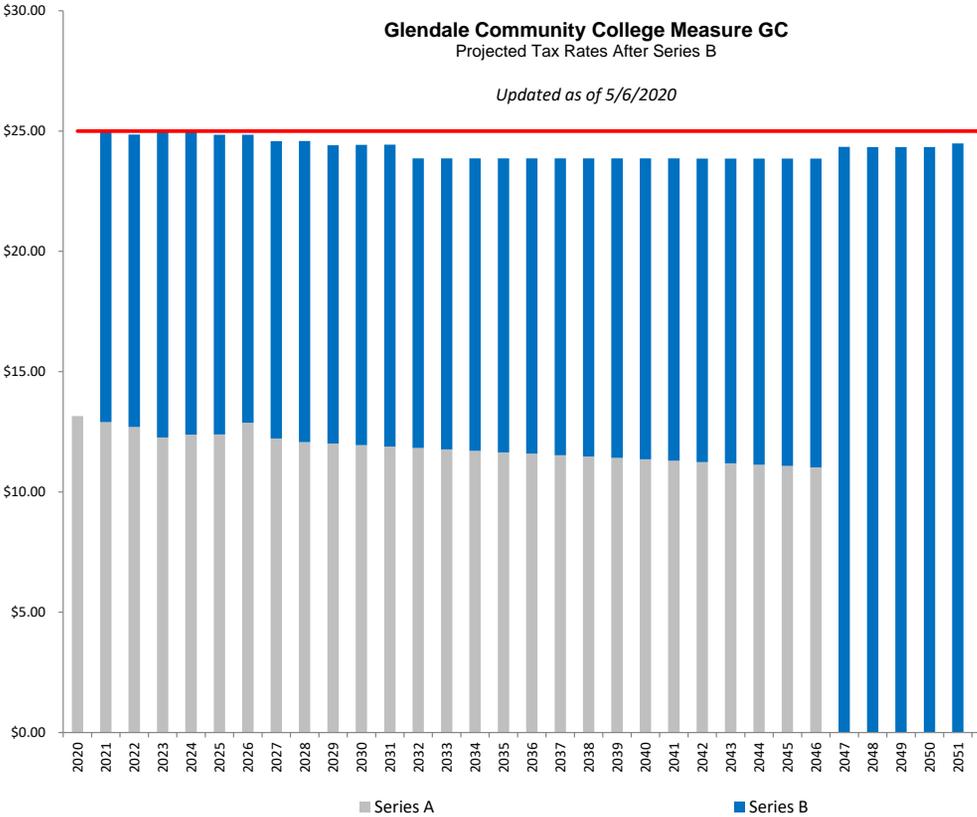
(1) Bonds Outstanding as of 05/09/2020

Measure GC, Series B Bond Financing Update as of May 6, 2020

- The table below shows Measure GC, Series B bond issuance based on current market interest rates as of May 6, 2020

	Current Market Rates Current Interest Bonds & Capital Appreciation Bonds
	Series B ⁽¹⁾
Bond Issue Amount:	\$202,997,473
Date for Delivery of Bond Funds:	06/30/2020
Total Bond Payback Period:	31 Years
Total Bond Debt Service:	\$381,602,598
Total Bond Payback Ratio:	1.88 to 1
True Interest Cost:	3.07%
Principal Value of Capital Appreciation Bonds (CABs):	\$38,847,473
CAB Debt Service:	\$68,255,000
CAB Payback Ratio:	1.76 to 1
Maximum Bond Tax Rate (per \$100,000 AV):	\$25.00
Future Assessed Valuation Growth Assumptions:	4.50%

(1) Based on current market rates as of 5/06/20



Measure GC, Series B Bond Financing Schedule

- The table below shows the current financing schedule for the Measure GC and Refunding General Obligation Bond issues

<u>Date</u>	<u>Event</u>
May 19, 2020	Second Reading - Governing Board Approves Measure GC Series B and 2020 Refunding Bond Authorizing Resolutions and Supporting Documents
May 20, 2020	Credit Rating Presentation with Moody's and Standard & Poor's (Conference Call)
June 1, 2020	Credit Ratings Received, Due Diligence Discussion to Finalize Preliminary Official Statement
June 2, 2020	Los Angeles County Approves Tax Levy Resolutions
June 3, 2020	Preliminary Official Statement Sent to Investors
June 10, 2020	Conference Call to Discuss Market Conditions and Preliminary Interest Rates
June 11, 2020	Conference Call to Discuss G.O. Bond Sale Results and Final Interest Rates
Week of June 15	Legal Documents Distributed for Comment and Signature
Week of June 18	Final Official Statement Distributed to Investors
June 30, 2020	Closing and Delivery of Bond Proceeds

**Preliminary, subject to change*

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GLENDALE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 24-2019-2020

**RESOLUTION AUTHORIZING THE ISSUANCE OF THE GLENDALE
COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS**

WHEREAS, a duly called election was held in the Glendale Community College District (the “District”) on March 5, 2002 (the “2002 Election”) and thereafter canvassed pursuant to law;

WHEREAS, at the 2002 Election there was submitted to and approved by the requisite fifty-five percent approval of the District registered voters voting on a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$98,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “2002 Authorization”);

WHEREAS, pursuant to the 2002 Authorization, the District previously caused the issuance of \$5,001,453.25 of Glendale Community College District County of Los Angeles, California 2002 Election General Obligation Bonds, 2011 Series E (the “2011 Series E Bonds”);

WHEREAS, pursuant to the 2002 Authorization, the District previously caused the issuance of \$13,995,000 of Glendale Community College District County of Los Angeles, California 2002 Election General Obligation Bonds, 2013 Series F (the “2013 Series F Bonds”);

WHEREAS, on June 26, 2014, the District issued general obligation refunding bonds pursuant to Government Code Section 53550 *et seq.*(the “Act”) in an aggregate principal amount of \$26,660,000 and designated as the Glendale Community College District County of Los Angeles, California 2014 General Obligation Refunding Bonds (the “2014 Refunding Bonds”, together with the 2011 Series E Bonds and the 2013 Series F Bonds, the “Prior Bonds”);

WHEREAS, pursuant to the Act, this Board of Trustees (the “Board”) finds that the District is authorized to issue general obligation refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”);

WHEREAS, this Board desires to authorize the issuance of the Refunding Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

WHEREAS, at this time the Board desires to appoint professionals related to the issuance of the Refunding Bonds; and

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE GLENDALE COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the currently outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed \$32,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (each as defined herein), to be styled as the “Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds,” with appropriate additional Series designation if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Government Code Section 53550(e) and (f) and Section 53587. Pursuant to Government Code Sections 53584 and 53587, the Board hereby determines it to be reasonably required to fund capitalized interest from proceeds of the Refunding Bonds for the purpose of paying interest on all or a portion of the Refunding Bonds.

SECTION 2. Paying Agent. The Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale to the Underwriter (as defined herein), upon the direction of the Superintendent/President or the Executive Vice President or such other officer or employee of the District as may be designated by the Superintendent/President or the Executive Vice President for such purpose (collectively, the “Authorized Officers”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between District and the Underwriter, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.4% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$32,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) “Act” means Government Code Sections 53550 *et seq.*
- (b) “Authorizing Documents” means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (c) “Beneficial Owner” means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such

Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(e) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2020, with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2020, with respect to the principal payments on the Refunding Bonds.

(f) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

(g) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(h) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) **“County”** means Los Angeles County, California.

(j) **“Current Interest Bonds”** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(k) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(l) **“Depository”** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(m) **“DTC”** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

(n) **“Escrow Agent”** means U.S. Bank National Association.

(o) **“Escrow Agreement”** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(p) **“Federal Securities”** means securities as permitted, in accordance with the Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Refunded Bonds.

(q) **“Holder”** or **“Owner”** means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(r) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written specification, as the Paying Agent may select.

(s) **“Moody’s”** means Moody’s Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(t) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(u) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

(v) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(w) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(x) **“Paying Agent”** means initially the Treasurer, or any other Paying Agent as shall be identified in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Refunding Bonds. The Treasurer is authorized to contract with a third party to carry out the services of Paying Agent hereunder.

(y) **“Principal”** or **“Principal Amount”** means, with respect to any Refunding Bond, the initial principal amount thereof.

(z) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Refunding Bonds, by and between the District and the Underwriter. To the extent the Refunding Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(aa) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(bb) **“Series”** means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

(cc) “**S&P**” means S&P Global Ratings, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(dd) “**Taxable Bonds**” means any Refunding Bonds not issued as Tax-Exempt Bonds.

(ee) “**Tax-Exempt Bonds**” means any Refunding Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Refunding Bonds.

(ff) “**Term Bonds**” means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

(gg) “**Transfer Amount**” means, with respect to any Outstanding Refunding Bond, the Principal Amount.

(hh) “**Treasurer**” means the Treasurer and Tax Collector of the County.

(ii) “**Underwriter**” means RBC Capital Markets, LLC, as Underwriter of the Refunding Bonds.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 principal amount or any integral multiple thereof. The Refunding Bonds will be initially registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Refunding Bond shall be dated the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When redemption is authorized pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

With respect to any Redemption Notice of Refunding Bonds, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(1) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(2) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(3) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

(4) The Paying Agent shall provide a Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust as provided in Section 19 hereof for the payment of the redemption price of such Refunding Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of

Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on book-entry Refunding Bonds and all notices with respect to such Refunding Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a

determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees, or by such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature, and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and

premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, Series, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond, the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of and redemption premium, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated corporate trust office of the Paying Agent. The principal of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. Except as otherwise required by the Act, the Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District, which taxes are unlimited as to rate or amount. The Refunding Bonds do not constitute an obligation of any of the Counties and no part of any fund of any of the Counties are pledged or obligated to the payment of the Refunding Bonds.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form attached as Exhibit A, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. The Paying Agent is authorized to deliver the Refunding Bonds in temporary form and, if so, the Paying Agent shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Refunding Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Refunding Bonds shall be entitled to the same benefits hereunder as definitive Refunding Bonds.

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a final transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow fund established under the Escrow Agreement (the "Escrow Fund"), which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds. The Board hereby authorizes the deposit of all or a portion of the premium received from the sale of the Refunding Bonds into the Escrow Fund. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds are hereby authorized to be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Glendale Community College District 2020 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the

Refunding Bonds. At the election of the District (i) to the extent the Refunding Bonds are sold in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Refunding Bonds, and all references herein to a Debt Service Fund shall be deemed to include each Debt Service Fund created for a Series of Refunding Bonds, and (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay any bonds issued pursuant to the respective Authorization. Proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of interest on the Refunding Bonds are hereby authorized to be deposited in the Debt Service Fund, and those proceeds shall be used solely for the purpose of paying interest on the Refunding Bonds. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts will be transferred to any other debt service fund for general obligation bond indebtedness of the District and in the event there is no such debt outstanding, shall be transferred to the general fund of the District upon the order of the County Auditor-Controller, as provided in Education Code Section 15234.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the “Glendale Community College District 2020 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds issued as Tax-Exempt Bonds, executed and delivered to the District on the date of issuance of such Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this

purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds issued as Tax-Exempt Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds issued as Tax-Exempt Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds issued as Tax-Exempt Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which moneys shall be applied to the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 and Section 53559 of the Act. Pursuant to Government Code Section 53515, the Refunding Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* property taxes for the payment of the Refunding Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Refunding Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Refunding Bonds to provide security for the payment of the Refunding Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Refunding Bonds issued as Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that such Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements shall be the sole responsibility of the District.

SECTION 16. Legislative Determinations. The Board hereby determines that all acts and conditions necessary to be performed thereby or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board hereby finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer executing such final Official Statement shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will,

together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption dates therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association. as the Escrow Agent for the Refunded Bonds, and further approves the form of the Escrow Agreement, substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints RBC Capital Markets, LLC as Underwriter, and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract. If the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Government Code Section 53558(b). All or a portion of the Refunding Bonds are further authorized to be issued on a forward delivery basis.

(g) Based on a good faith estimate received by the District from the Underwriter, the Board hereby finds that (i) the True Interest Cost of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(A)) is expected to be approximately 2.24%, (ii) the total Finance Charge of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$177,959, (iii) the total proceeds expected to be received by the District from the sale of the Refunding Bonds, less the Finance Charge of the Refunding Bonds, is \$31,065,809, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Refunding Bonds, will be \$36,493,619. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

SECTION 21. Resolution to Treasurer. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Refunding Bonds being issued to finance and refinance specific projects authorized by the voters of the District at the 2002 Election.

SECTION 23. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Refunding Bonds.

SECTION 24. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 25. Recitals. All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 19th day of May, 2020.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Glendale Community College District

Attest:

Secretary to the Board of Trustees
Glendale Community College District

SECRETARY’S CERTIFICATE

I, Dr. David Viar, Secretary to the Board of Trustees of the Glendale Community College District (the “District”), hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly and legally held at the regular meeting place thereof on May 19, 2020, of which meeting all of the members of the Board had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May __, 2020.

Secretary to the Board
of Trustees of the
Glendale Community College District

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Glendale Community College District (the “District”) in Los Angeles County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2020. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2020, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Paying Agent, initially U.S. Bank National Association as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the designated corporate trust office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent as of, and to the bank and account number on file with the Paying Agent as of, the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”).

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the “Act”) for the purpose of refunding certain of the District’s outstanding bonded indebtedness and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on May 19, 2020 (the “Bond Resolution”). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$ _____ Principal Amount of current interest bonds, of which this bond is a part (each a “Refunding Bond”).

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the principal corporate trust office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District, as a whole or in part, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions thereof of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Refunding Bonds stated to mature on different dates shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds, the rights, duties and

obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Refunding Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Trustees

(Form of Legal Opinion)

§ _____
**GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS, SERIES A
(TAX-EXEMPT)**

§ _____
**GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS, SERIES B
(FEDERALLY TAXABLE)**

PURCHASE CONTRACT

_____, 2020

Board of Trustees
Glendale Community College District
1500 N. Verdugo Road
Glendale, CA 91208

Ladies and Gentlemen:

The undersigned, RBC Capital Markets LLC as underwriter (the “Underwriter”), offers to enter into this Purchase Contract (the “Purchase Contract”) with the Glendale Community College District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Resolution (as defined herein).

Inasmuch as this purchase and sale represents a negotiated transaction, the District understands and hereby confirms that (i) the purchase and sale of the Bonds (as defined herein) pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent, fiduciary of or a municipal advisor to the District, (iii) the Underwriter has not assumed a municipal advisory or a fiduciary responsibility in favor of the District with respect to (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or (B) any other obligation fiduciary or contractual to the District except the obligations expressly set forth in this Purchase Contract, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract and (v) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds. The District further acknowledges that it has previously

provided the Underwriter with an acknowledgement of receipt of the required disclosure under rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District’s 2020 General Obligation Refunding Bonds, Series A (Tax-Exempt) (the “Series A Bonds”) and 2020 General Obligation Refunding Bonds, Series B (Federally Taxable) (the “Series B Bonds” and, together with the Series A Bonds, the “Bonds”). The Bonds shall be dated the date of delivery thereof (the “Date of Delivery”), shall bear interest from such date, payable semiannually on each February 1 and August 1, commencing August 1, 2020, and shall be paid at maturity as shown in Appendix A hereto, which appendix is incorporated by reference herein.

The Underwriter shall purchase the Series A Bonds at a price of \$_____ (consisting of the principal amount of the Series A Bonds of \$_____, plus net original issue premium of \$_____, and less Underwriter’s discount of \$_____).

The Underwriter shall purchase the Series B Bonds at a price of \$_____ (consisting of the principal amount of the Series A Bonds of \$_____, less Underwriter’s discount of \$_____).

2. **The Bonds.** The Bonds shall otherwise be as described in the Official Statement (as defined herein), and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on May 19, 2020 (the “Resolution”), this Purchase Contract, and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution. The Bonds shall bear CUSIP numbers, and shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). The Bonds shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) principal amount, or any integral multiple thereof.

The net proceeds of the Series A Bonds will be used to refund all or a portion of the outstanding Glendale Community College District (Los Angeles County, California) 2002 Election General Obligation Bonds, 2011 Series E (the “Refunded 2011 Series E Bonds”); pursuant to an Escrow Agreement dated as of June 1, 2020 (the “Escrow Agreement”), by and between the District and U.S. Bank National Association, as escrow agent (the “Escrow Agent”). The net proceeds of the Series B Bonds will be used to refund all or a portion of the outstanding Glendale Community College District (Los Angeles County, California) 2002 Election General Obligation Bonds, 2013 Series F (the “Refunded 2013 Series F Bonds”) and the Glendale Community College District 2014 General Obligation Refunding Bonds (the “Refunded 2014 Refunding Bonds” and, together with the Refunded 2011 Series E Bonds and the Refunded 2013 Series F Bonds, the “Refunded Bonds”); pursuant to the Escrow Agreement. The net proceeds of the Bonds will be deposited into escrow funds held pursuant to the Escrow Agreement and invested in certain Federal Securities, as such term is defined in the Resolution, the principal of and interest on which shall be used, together with funds deposited with the Escrow Agent as cash, to pay the redemption price of the Refunded Bonds on their first available redemption dates.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate(as defined herein), this Purchase Contract, the Escrow Agreement, the Preliminary Official Statement (as defined herein), the Official Statement (as defined herein), the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

4. **Establishment of Issue Price.** The Underwriter agrees to make a bona fide public offering of all the Series A Bonds at the initial public offering prices or yields to be set forth on the inside cover of the Official Statement and Appendix A hereto.

(a) The Underwriter, agrees to assist the District in establishing the issue price of the Series A Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series A Bonds. All actions to be taken by the District under this section to establish the issue price of the Series A Bonds may be taken on behalf of the District by the District’s municipal advisor and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) The District will treat the first price at which 10% of each maturity of the Series A Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Series A Bonds.

(c) The Underwriter confirms that it has offered the Series A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series A Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series A Bonds, the Underwriter will neither offer nor sell unsold Series A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Series A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date

The Underwriter confirms that any retail distribution agreement (to which it is a party) relating to the initial sale of the Series A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Series A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series A Bonds of that maturity or all Series A Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter.

(d) The Underwriter acknowledges that sales of any Series A Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series A Bonds to the public),

(3) a purchaser of any of the Series A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2020 (the “Preliminary Official Statement”), which has been prepared by the District for use by the Underwriter in connection with the sale of the Bonds. The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “SEC”) promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing.

6. **Closing.** At 9:00 A.M., Pacific time, on _____, 2020, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of the DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds set forth in Section 1 hereof in immediately available funds by wire transfer to the account or accounts designated by the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a community college district duly organized and validly existing under the laws of the State of California (the “State”), with the full legal right, power and authority to issue the Bonds pursuant to the Act and to observe and perform the District’s covenants and agreements contained herein and therein.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to refund the Refunded Bonds, to enter into this Purchase Contract, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and

such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Escrow Agreement, assuming the due authorization and execution by the other parties thereto, and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District, subject to any limitations on the enforcement thereof imposed by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract, and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract, the Escrow Agreement and the Continuing Disclosure Certificate, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, which have not been taken or obtained, excepting therefrom such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the Series A Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Resolution and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the State Constitution or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or levy of *ad valorem* property taxes contemplated by the Resolution available to pay the principal of and interest on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, the Escrow Agreement, the Continuing Disclosure Certificate or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the

transactions contemplated by this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from State personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”) on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement as Appendix C. Except as disclosed in the Official Statement, the District has not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events as required under the Rule.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the date of Closing, the Official Statement does not, and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

If the Official Statement is supplemented or amended pursuant to Section 8(f) of this Purchase Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by each of Los Angeles County (collectively, the “County”) or otherwise necessary

in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Treasurer and Tax Collector and Auditor-Controller of each of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of each of the Counties.

(l) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds or enter into this Purchase Contract for the sale of the Bonds to the Underwriter.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions; provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of an Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page, inside cover page, and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is twenty-five (25) days following the Closing;

(e) References. References herein to the Preliminary Official Statement and the Official Statement include the cover page, the inside cover page, and all appendices, exhibits, maps, reports and statements included therein or attached thereto;

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District, at its own expense, shall prepare and furnish to the Underwriter such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement; and

(g) For purposes of this Purchase Contract, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and are not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

10. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing.

The Underwriter's obligations under this Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), be pending or, to the best knowledge of the District, be threatened, which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, shall not have been materially adversely affected in the evidenced judgment of the Underwriter by reason of any of the following:

(1) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on the Bonds or of obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency, calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by Federal, New York State or State authorities having appropriate jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds (including any related underlying obligations), or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(7) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(8) the suspension by the SEC of trading in the outstanding securities of the District;

(9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(11) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(12) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement;

(13) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(14) the occurrence of a material disruption in securities settlement payment or clearance services.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing:

(1) Opinions.

(i) The approving opinions of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the forms set forth in the Official Statement as Appendix B;

(ii) A defeasance opinion of Bond Counsel, addressed to the District and the Underwriter, with respect to the effective defeasance of the Refunded Bonds, and including therein an opinion that the Escrow Agreement has been duly authorized and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the District;

(iii) A supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that:

(A) the description of the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS,” “LEGAL MATTERS – Continuing Disclosure – Current Undertaking” and “TAX

MATTERS,” to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Escrow Agreement, the Continuing Disclosure Certificate, and Bond Counsel’s opinion regarding the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices A, D and E to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, tables, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District’s compliance with its obligations to file annual reports or provide notice of the events described in the Rule, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “UNDERWRITING;” and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption “RATINGS”);

(B) assuming due authorization, execution and delivery by any other parties thereto, the Continuing Disclosure Certificate and this Purchase Contract have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) Disclosure Counsel Letter. A letter of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Disclosure Counsel”), dated the Closing and addressed to the District, substantially to the effect that based on such counsel’s participation in conferences with representatives of the Underwriter, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the

attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that Disclosure Counsel need not express any opinion with respect to (i) any information contained in Appendices A, D and E to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, tables, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING;" (vi) the District's compliance with any obligation to file annual reports or provide notice of events, each as described in the Rule; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including, but not limited to, information under the caption "RATINGS")

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in Section 10(e)(1)(i) above;

(3) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution; and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in the light of the circumstances in which they were made not misleading; and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District on behalf of the District or the due adoption of the Resolution;

(4) Arbitrage. A nonarbitrage and tax certificate of the District relating to the Series A Bonds in form satisfactory to Bond Counsel;

(5) Ratings. Evidence that the ratings on the Bonds described in the Official Statement are in full force and effect as of the Closing;

(6) Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary to or Clerk of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(9) Paying Agency Agreement. An executed copy of the Paying Agency Agreement by and between the District and U. S. Bank National Association, as paying agent (the “Paying Agent”);

(10) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, no litigation is pending or, to the best of such officer’s knowledge, threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Escrow Agreement. An executed copy of the Escrow Agreement by and between the District and the Escrow Agent;

(12) Certificate of the Escrow Agent. A certificate of the Escrow Agent, dated the date of Closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriter, to the effect that (i) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization, execution and delivery by the District, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights and to the application of equitable principles; (iii) the execution and delivery of the Escrow Agreement and compliance with the provisions thereof have been duly authorized by

all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; and (iv) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Bonds or the Escrow Agreement;

(13) Verification Report. A report and opinion of Causey Demgen & Moore P.C. with respect to the sufficiency of the funds held under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement; and

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 12(c) and 14 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of their obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** (a) To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay (or cause to be paid), and the Underwriter shall be under no obligation to pay, the costs of issuance with respect to the Bonds from proceeds thereof, including but not limited to the following: (i) the cost of the preparation and reproduction of the Resolution; (ii) the fees and disbursements of Bond Counsel, and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for bond ratings, including all necessary travel and related expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (vi) the initial fees of the Paying Agent and Fiscal Agent

(as defined herein); (vii) the initial fees of the Escrow Agent; (viii) the fees of the Verification Agent; (ix) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (x) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Underwriter to wire, at the Closing, a portion of the purchase price of the Bonds not-to-exceed \$_____ to U.S. Bank National Association as fiscal agent to the District (the "Fiscal Agent"), for the payment of costs of issuance with respect to the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(a)(ix) above that are attributable to District personnel.

(d) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to Glendale Community College District, 1500 N. Verdugo Road, Glendale, California 91908, Attention: Executive Vice President; or if to the Underwriter to RBC Capital Markets LLC, 777 South Figueroa Street, Suite 850, Los Angeles, California 90017, Attention: Frank Vega, Managing Director.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter. No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE LEFT BLANK]

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

RBC CAPITAL MARKETS LLC, as Underwriter

By: _____
Authorized Officer

The foregoing is hereby agreed to and accepted at ____p.m. Pacific time as of the date first above written:

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
Executive Vice President

APPENDIX A

\$ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS, SERIES A (TAX-EXEMPT)

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule	Hold the Offering Price Rule
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⁽¹⁾ Yield to call at par on August 1, 20__.

\$ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS,
SERIES B (FEDERALLY TAXABLE)

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price
--------------------------------	-----------------------------	--------------------------	--------------	--------------

Redemption Provisions

The Series A Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective maturity dates. The Series A Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Series B Bonds are not subject to redemption prior to their respective maturity dates.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

§ _____
**GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2020 GENERAL OBLIGATION REFUNDING BONDS, SERIES A (TAX-EXEMPT)**

The undersigned, RBC Capital Markets LLC., (“RBC”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *Issuer* means Glendale Community College District.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RBC's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RBC Capital Markets LLC

By: _____

Name: _____

Dated: _____, 2020

**ESCROW AGREEMENT
RELATING TO THE REFUNDING OF**

\$5,001,453.25

GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2002 General Obligation Bonds, 2011 Series E
(Bank Qualified)

\$13,995,000

GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2002 Election General Obligation Bonds, 2013 Series F

\$26,660,000

GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2014 General Obligation Refunding Bonds

THIS ESCROW AGREEMENT, is dated and entered into as of June 1, 2020, by and between the Glendale Community College District (the “District”), and U.S. Bank National Association, acting in its capacity as escrow agent (the “Escrow Agent”) pursuant to this Escrow Agreement (the “Agreement”);

W I T N E S S E T H:

WHEREAS, the District has previously caused the issuance of the above-captioned general obligation bonds (collectively, the “Prior Bonds”); and

WHEREAS, the District determined that it is in the District’s best interest to refund certain of the outstanding Prior Bonds, as more particularly described on Schedule C hereto (so refunded, the “Refunded Bonds”); and

WHEREAS, the District has authorized the issuance of \$_____ of its 2020 General Obligation Refunding Bonds (the “Bonds”), the sale of which shall provide proceeds to accomplish such a refunding; and

WHEREAS, the Bonds shall be issued on _____, 2020 (the “Closing Date”); and

WHEREAS, the proceeds of the sale of the Bonds shall be applied to refund or defease the Refunded Bonds in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys.

(a) As used herein, the term “Investment Securities” means the Investment Securities set forth in Schedule A hereto. The District hereby deposits with the Escrow Agent \$_____ which amount represents the net proceeds of the Bonds, to be held in irrevocable escrow by the Escrow Agent, separate and apart from other funds of the District and the Escrow Agent, in a fund hereby created and established and to be known as the “Glendale Community College District 2020 General Obligation Refunding Bonds, Escrow Fund” (referred to herein as the “Escrow Fund”) to be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities set forth in Schedule A hereto.

(b) The Escrow Agent hereby acknowledges receipt of (i) the cash flow and yield verification report of Causey, Demgen & Moore P.C., certified public accountants, dated the Closing Date (the “Verification Report”), relating to the sufficiency of the Investment Securities and cash deposited pursuant hereto to defease the Refunded Bonds, and (ii) the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the Closing Date (the “Defeasance Opinion”), with respect to the effective defeasance of the Refunded Bonds and relating to this Agreement.

SECTION 2. Use and Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1(a) hereof and agrees:

(a) to immediately invest \$_____ of the moneys described in Section 1(a) hereof in the Investment Securities set forth in Schedule A hereto and to deposit such Investment Securities in the Escrow Fund, and to hold \$_____ uninvested as cash; and;

(b) to make the payments required under Section 3(a) hereof at the times set forth therein.

SECTION 3. Payment of Refunded Bonds.

(a) Payment. As the principal of the Investment Securities set forth in Schedule A hereof and the investment income and earnings thereon are paid, and together with other monies on deposit therein, the Escrow Agent shall transfer from the Escrow Fund to U.S. Bank National Association, as paying agent for the Refunded Bonds (the “Paying Agent”) amounts sufficient to pay the interest on the Refunded Bonds due on and prior to August 1, _____, and to redeem on such date the Refunded Bonds at a redemption price equal to 100% of the outstanding principal amount thereof or accreted value thereof as of such date, as applicable.

Such transfers shall constitute the respective payments of principal of and interest on the Refunded Bonds due from the District. Such transfer shall be made by the Escrow Agent to the following account:

BANK NAME: U.S. Bank National Association
ABA NO.:
ACCOUNT NO.:
ACCOUNT NAME:
REFERENCE
BANK CONTACT:

(b) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the date such moneys have become due and payable hereunder shall be repaid by the Escrow Agent to the District and deposited by the District in the Debt Service Fund relating to the Bonds. Any moneys remaining in the Escrow Fund established hereunder after August 1, 20__ (aside from unclaimed proceeds of the Refunded Bonds) which are in excess of the amount needed to pay owners of the Refunded Bonds payments of principal of and interest and redemption premium, if any, on the Refunded Bonds or to pay any amounts owed to the Escrow Agent shall be immediately transferred by the Escrow Agent to Los Angeles County, on behalf of the District, for deposit into the Debt Service Fund relating to the Bonds.

(c) Priority of Payments. The holders of the Refunded Bonds shall have a first lien on the moneys in the Escrow Fund which are allowable and sufficient to pay such Refunded Bonds until such moneys are used and applied as provided in this Agreement, as verified by the Verification Report. Any moneys held in the Escrow Fund are irrevocably pledged only to the holders of the Refunded Bonds.

SECTION 4. Performance of Duties. The Escrow Agent agrees to perform the duties set forth herein.

SECTION 5. Reinvestment. Upon written direction of the District, the Escrow Agent may reinvest any uninvested amounts held as cash under this Agreement in noncallable nonprepayable obligations which are direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America provided (i) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of, redemption price of, and interest on the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds, (iii) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such reinvestment, the principal of and interest on obligations in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purposes, be sufficient without reinvestment to pay, when due, the principal or redemption price of and interest on the Refunded Bonds; and (iv) the Escrow Agent shall receive an opinion of nationally recognized bond counsel that such reinvestment is permissible under this Agreement.

SECTION 6. Indemnity. The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees, directors, officers, and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of its Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the breach by the Escrow Agent of the terms of this Agreement. In no event shall the District or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities

contained in this section shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

SECTION 7. Responsibilities of the Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the “whereas” clauses herein shall be taken as the statements of the District and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

SECTION 8. Substitution of Investment Securities. At the written request of the District and upon compliance with the conditions hereinafter set forth, the Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and to substitute noncallable nonprepayable obligations (the “Substitute Investment Securities”) constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America. The foregoing may be effected only if: (i) the substitution of Substitute Investment Securities for the Investment Securities (or Substitute Investment Securities) occurs simultaneously; (ii) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of and/or redemption price of and/or interest on the Refunded Bonds will not be diminished or postponed thereby; (iii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such disposition and substitution would not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds, and that the conditions of this Section 8 as to the disposition and substitution have been satisfied and that the substitution is permitted by this Agreement; and (iv) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such transaction, the principal of and interest on the Substitute Investment Securities in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purpose, be sufficient without reinvestment to pay, when due, the principal or redemption

price of and interest on the Refunded Bonds. Any cash from the sale of Investment Securities (including U.S. Treasury Securities) received from the disposition and substitution of Substitute Investment Securities pursuant to this Section 8 to the extent such cash will not be required, in accordance with this Agreement, and as demonstrated in the certification described in subsection (iv) above, at any time for the payment when due of the principal or redemption price of or interest on the Refunded Bonds shall be paid to the District as received by the Escrow Agent free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Agreement. Any other substitution of securities in the Escrow Fund not described in the previous sentence must satisfy the requirements of this Section 8. In no event shall the Escrow Agent invest or reinvest moneys held under this Agreement in mutual funds or unit investment trusts.

SECTION 9. Irrevocable Instructions as to Notice; Termination of Obligations.

(a) The Escrow Agent hereby acknowledges that upon the funding of the Escrow Fund as provided in Section 1(a) hereof and the simultaneous purchase of the Investment Securities as provided in Section 2 hereof, the receipt of the Defeasance Opinion and the Verification Report described in Section 1(b) of this Agreement, then the Refunded Bonds shall be deemed paid in accordance with their terms and all obligations of the District with respect to the Refunded Bonds shall cease and terminate, except only the obligation to make payments therefor from the monies provided hereunder; and

(b) The Escrow Agent agrees that it shall (i) file notices of defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board (the "MSRB") (which is located at <http://emma.msrb.org/>), and (ii) provide, as soon as practicable, but no later than 10 days after the date Closing Date, notice to the holders of the Refunded Bonds (in the form annexed hereto as Schedule B) that the deposit of investment securities and moneys has been made with it as such Escrow Agent and that it has received a Verification Report verifying that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal or redemption price of and the interest on said Refunded Bonds outstanding as such become due or are subject to redemption.

SECTION 10. Amendments. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the District; provided, however, but only after the receipt by the Escrow Agent of an opinion of nationally recognized bond counsel that the exclusion from gross income of interest on the Refunded Bonds will not be adversely affected for federal income tax purposes, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 10, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 10. In the event of any conflict with respect to the provisions of this Agreement, this Agreement shall prevail and be binding.

SECTION 11. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 3(b) of this Agreement.

SECTION 12. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien nor will it assert a lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

SECTION 13. Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign by giving notice in writing to the District, a copy of which shall be sent to DTC. The Escrow Agent may be removed (1) by (i) filing with the District an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, (ii) sending notice at least 60 days prior to the effective date of said removal to DTC, and (iii) the delivery of a copy of the instruments filed with the District to the Escrow Agent or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the holders of 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the District. The holders of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the District. If no successor Escrow Agent is appointed by the District or the holders of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the holder of any such Refunded Bond or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and investments held under this Agreement are transferred to the new Escrow Agent.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of California.

SECTION 17. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to

remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 18. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the District.

SECTION 19. Rating Agencies. The District agrees provide to Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York, 10007, and S&P Global Ratings, 55 Water Street, New York, New York, 10071, prior notice of each amendment entered into pursuant to Section 10 hereof and a copy of such proposed amendment, and to forward a copy (as soon as possible) of (i) each amendment hereto entered into pursuant to Section 8 hereof, and (ii) any action relating to severability or contemplated by Section 12 hereof.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

GLENDAL COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Anthony Culpepper
Executive Vice President

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent

By: _____
Authorized Signatory

SCHEDULE A

“Investment Securities” are defined to be and shall be those securities listed on Exhibit A-2 to the Verification Report, and as further shown below:

SCHEDULE B

REQUEST TO ESCROW AGENT

_____, 2020

U.S. Bank National Association

\$5,001,453.25
GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2002 General Obligation Bonds, 2011 Series E
(Bank Qualified)

\$13,995,000
GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2002 Election General Obligation Bonds, 2013 Series F

\$26,660,000
GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2014 General Obligation Refunding Bonds

Ladies and Gentlemen:

As Escrow Agent with respect to the Refunding Bonds, as defined herein, and pursuant to that certain Escrow Agreement, dated as of June 1, 2020, by and between the Glendale Community College District (the “District”) and U.S. Bank National Association, as escrow agent (the “Escrow Agreement”), you are hereby notified of the irrevocable election of the District to redeem the District’s outstanding (i) 2002 General Obligation Bonds, 2011 Series E (Bank Qualified) maturing on August 1, 2022, August 1, 2026; and August 1, 2030 (ii) 2002 Election General Obligation Bonds, 2013 Series F maturing on August 1, 2023 through and including August 1, 2031; and 2014 General Obligation Refunding Bonds, maturing on August 1, 2025 through and including August 1, 2031 (collectively, the “Refunded Bonds”), on August 1, 2021, 2022 and 2024, respectively (together, the “Redemption Date”), at a redemption price equal to 100% of the outstanding principal amount to be redeemed, as well as interest due on the Refunded Bonds on and prior to the Redemption Date. The source of the funds to be used for such redemption is the principal of and interest on investment securities deposited with you pursuant to the Escrow Agreement, together with the moneys deposited with you and held uninvested pursuant to the Escrow Agreement.

You are hereby irrevocably instructed to file notices of defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>.

You are hereby irrevocably instructed to provide, as soon as practicable, notices to the holders of the Refunded Bonds (substantially in the forms annexed hereto as Exhibit Y) that the deposit of investment securities and moneys has been made with you as such Escrow Agent and that you have received a verification report verifying that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal or redemption price of and the interest on said Refunded Bonds outstanding as such become due or are subject to redemption.

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Anthony Culpepper
Executive Vice President

Receipt acknowledged and
consented to:

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent

By: _____
Authorized Officer

EXHIBIT Y

NOTICE OF DEFEASANCE OF

\$5,001,453.25
GLENDALE COMMUNITY COLLEGE DISTRICT
County of Los Angeles, California
2002 General Obligation Bonds, 2011 Series E
(Bank Qualified)

Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2022	4.000%	\$250,000	378394ES5
2026	5.000	1,150,000	378394ET3
2030	5.000	1,470,000	378394EU0

Notice is hereby given to the holders of the outstanding Glendale Community College District County of Los Angeles, California, 2002 Election General Obligation Refunding Bonds, 2011 Series E (Bank Qualified), maturing on August 1, 2022, August 1, 2026, and August 1, 2030 (the “Bonds”) (i) that there has been deposited with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), moneys and investment securities as permitted by the Escrow Agreement, dated as of June 1, 2020, between the Glendale Community College District and the Escrow Agent (the “Agreement”), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available, as evidenced by a verification report delivered to the Escrow Agent, to pay the interest on the Refunded Bonds on and prior to August 1, 2021 (the “Redemption Date”) and to redeem the Refunded Bonds on the Redemption Date at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%, (ii) that the Escrow Agent has been irrevocably instructed to redeem on the Redemption Date such Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Sections 3 and 9 of the Agreement.

Dated this ____ day of _____, 2020.

GLENDALE COMMUNITY COLLEGE
DISTRICT

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

NOTICE OF DEFEASANCE OF

\$13,995,000
 GLENDALE COMMUNITY COLLEGE DISTRICT
 County of Los Angeles, California
 2002 Election General Obligation Bonds, 2013 Series F

Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2023	4.000%	\$935,000	378394FF2
2024	5.000	970,000	378394FG0
2025	3.000	1,020,000	378394FH8
2026	5.000	1,050,000	378394FJ4
2028	3.000	2,235,000	378394FK1
2031	3.125	3,620,000	378394FL9

Notice is hereby given to the holders of the outstanding Glendale Community College District County of Los Angeles, California, 2002 Election General Obligation Refunding Bonds, 2012 Series F, maturing on August 1, 2023 through and including August 1, 2031 (the “Bonds”) (i) that there has been deposited with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), moneys and investment securities as permitted by the Escrow Agreement, dated as of June 1, 2020, between the Glendale Community College District and the Escrow Agent (the “Agreement”), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available, as evidenced by a verification report delivered to the Escrow Agent, to pay the interest on the Refunded Bonds on and prior to August 1, 2022 (the “Redemption Date”) and to redeem the Refunded Bonds on the Redemption Date at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%, (ii) that the Escrow Agent has been irrevocably instructed to redeem on the Redemption Date such Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Sections 3 and 9 of the Agreement.

Dated this ___ day of _____, 2020.

GLENDALE COMMUNITY COLLEGE
DISTRICT

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

NOTICE OF DEFEASANCE OF

\$26,660,000
 GLENDALE COMMUNITY COLLEGE DISTRICT
 County of Los Angeles, California
 2014 General Obligation Refunding Bonds

Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2025	5.000%	\$1,770,000	378394FW5
2026	3.000	285,000	378394GE4
2026	4.500	1,660,000	378394FX3
2027	5.000	1,990,000	378394FY1
2028	5.000	2,120,000	378394FZ8
2029	5.000	2,245,000	378394GA2
2030	5.000	2,385,000	378394GB0
2031	5.000	2,530,000	378394GC8

Notice is hereby given to the holders of the outstanding Glendale Community College District County of Los Angeles, California, 2014 General Obligation Refunding Bonds, Series A, maturing on August 1, 20__ through and including August 1, 2031 (the “Bonds”) (i) that there has been deposited with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), moneys and investment securities as permitted by the Escrow Agreement, dated as of June 1, 2020, between the Glendale Community College District and the Escrow Agent (the “Agreement”), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available, as evidenced by a verification report delivered to the Escrow Agent, to pay the interest on the Refunded Bonds on and prior to August 1, 2024 (the “Redemption Date”) and to redeem the Refunded Bonds on the Redemption Date at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%, (ii) that the Escrow Agent has been irrevocably instructed to redeem on the Redemption Date such Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Sections 3 and 9 of the Agreement.

Dated this ___ day of _____, 2020.

GLENDALE COMMUNITY COLLEGE
 DISTRICT

U.S. BANK NATIONAL ASSOCIATION, as
 Escrow Agent

SCHEDULE C

REFUNDED BONDS

\$5,001,453.25 GLENDALE COMMUNITY COLLEGE DISTRICT County of Los Angeles, California 2002 General Obligation Bonds, 2011 Series E (Bank Qualified)			
Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2022	4.000%	\$250,000	378394ES5
2026	5.000	1,150,000	378394ET3
2030	5.000	1,470,000	378394EU0

\$13,995,000 GLENDALE COMMUNITY COLLEGE DISTRICT County of Los Angeles, California 2002 Election General Obligation Bonds, 2013 Series F			
Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2023	4.000%	\$935,000	378394FF2
2024	5.000	970,000	378394FG0
2025	3.000	1,020,000	378394FH8
2026	5.000	1,050,000	378394FJ4
2028	3.000	2,235,000	378394FK1
2031	3.125	3,620,000	378394FL9

\$26,660,000 GLENDALE COMMUNITY COLLEGE DISTRICT County of Los Angeles, California 2014 General Obligation Refunding Bonds			
Maturity (August 1)	Interest Rate	Principal Amount	CUSIP
2025	5.000%	\$1,770,000	378394FW5
2026	3.000	285,000	378394GE4
2026	4.500	1,660,000	378394FX3
2027	5.000	1,990,000	378394FY1
2028	5.000	2,120,000	378394FZ8
2029	5.000	2,245,000	378394GA2
2030	5.000	2,385,000	378394GB0
2031	5.000	2,530,000	378394GC8

May 19, 2020

INFORMATIONAL REPORT NO. 1

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper
Executive Vice President, Administrative Services

PREPARED BY: Amir Nour, Controller

SUBJECT: THIRD QUARTER BUDGET BALANCES AS OF MARCH 31, 2020

Attached is a summary report on the operation of the District for the quarter ending March 31, 2020 involving payments, incomes.

The following are significant or unusual cash receipts received during quarter ending March 31, 2020.

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
-------------	--------------------	---------------

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 UNRESTRICTED GENERAL FUND 01**

May 19, 2020

		<----- BUDGET ----->		
		AS ADOPTED (1)	CURRENT BUDGET (2)	TRANSACTIONS TO DATE (3)
		<u> </u>	<u> </u>	<u> </u>
INCOME				
	Federal	\$ 1,050	\$ 1,050	\$ -
	State	69,414,693	69,414,693	53,281,852
	Local	<u>33,701,621</u>	<u>33,201,621</u>	<u>18,150,860</u>
	Total Income:	\$ 103,117,364	\$ 102,617,364	\$ 71,432,712
	Transfers In	\$ 119,021	\$ 119,021	\$ -
	Beginning Balance	11,064,244	11,064,244	11,064,244
	General Reserve	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL RESOURCES		<u>\$ 114,300,629</u>	<u>\$ 113,800,629</u>	<u>\$ 82,496,956</u>
<hr/>				
EXPENDITURES				
	Certificated Salaries	\$ 43,996,856	\$ 43,782,757	\$ 30,096,879
	Classified Salaries	24,210,766	24,214,089	15,283,463
	Employee Benefits	25,609,943	25,871,247	16,608,036
	Books/Supplies/Equip. Repl.	635,331	635,411	432,336
	Contracted Services	10,335,983	9,813,302	7,590,663
	Capital Outlay	<u>151,338</u>	<u>152,688</u>	<u>170,578</u>
	Total Expenditures	\$ 104,940,217	\$ 104,469,494	\$ 70,181,955
	Transfers Out	\$ 4,284,359	\$ 4,050,000	\$ 1,250,000
	Reserve For Contingencies	5,076,053	5,281,135	-
	Fund Balance	<u> </u>	<u> </u>	<u>11,065,001</u>
TOTAL EXPENDITURES/ CONTINGENCY & TRANSFERS		<u>\$ 114,300,629</u>	<u>\$ 113,800,629</u>	<u>\$ 82,496,956</u>
<hr/>				
TOTAL APPROPRIATION		\$ 114,300,629	\$ 113,800,629	\$ 82,496,956
<hr/>				

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 UNRESTRICTED GENERAL FUND 01**

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
FEDERAL INCOME					
8110	Veterans Education	\$ 1,050	\$ 1,050	\$ -	\$ -
8190	Other Federal Revenue	-	-	-	-
	TOTAL FEDERAL INCOME	\$ 1,050	1,050	-	-
<hr/>					
STATE INCOME					
8610	General Apportionment	\$ 64,353,752	\$ 64,353,752	\$ 18,272,848	\$ 52,176,124
8611	Basic Skills	-	-	-	-
8615	Full Time Faculty Hiring	-	-	148,769	471,103
8616	General Apportionment-P/Y	-	-	(699,803)	(699,803)
8617	Part Time Parity	293,497	293,497	43,838	181,782
8618	Equalization	-	-	-	-
8619	Part Time Faculty Ins.	1,060,690	1,060,690	(51)	14,623
8624	Board Of Governor's Grant	179,063	179,063	42,975	136,088
8630	Return of Title IV	43,001	43,001	36,104	36,104
8656	Block Grant - One Time	-	-	-	-
8672	Homeowners Tax Exemption	70,000	70,000	22,142	31,188
8680	Lottery	3,006,461	3,006,461	706,854	503,947
8690	Misc. Income	-	-	-	-
8691	Mandated Costs	408,229	408,229	-	430,696
	TOTAL STATE INCOME	\$ 69,414,693	\$ 69,414,693	\$ 18,573,676	\$ 53,281,852
<hr/>					
LOCAL INCOME					
8810	Property Tax, ERAF	11,481,336	\$ 11,481,336	\$ 137,469	\$ 501,953
8811	Property Tax, Secured	11,000,000	11,000,000	1,913,040	6,586,787
8812	Property Tax, Supplemental	280,000	280,000	63,173	156,162
8813	Property Tax, Unsecured	220,000	220,000	18,675	314,053
8816	Property Tax, Prior Year	200,000	200,000	(112,090)	265,151
8818	Redevelopment Agency Tax	1,461,549	1,461,549	702,222	702,222
8845	Catalog Sales	95	95	30	60
8850	Rents And Leases	22,473	22,473	1,835	19,327
8860	Interest	384,811	384,811	12,320	55,954
8861	Interest, Trans	-	-	-	-
8890	Other Local Income	48,399	48,399	57,148	124,454
8891	Delinquent Prop Tax Premium	10,974	10,974	-	-
	TOTAL LOCAL INCOME	\$ 25,109,637	\$ 25,109,637	\$ 2,793,822	\$ 8,726,123
<hr/>					
STUDENT CHARGES					
8819	I.D. Card Verification	\$ -	\$ -	\$ -	\$ -
8847	Refund Processing	10,190	10,190	3,250	6,510
8869	ASGCC Contribution Credit	192,730	192,730	29,240	114,875
8872	Non-Resident Tuition	3,699,652	3,199,652	1,574,175	3,921,858
8873	International Application Fee	23,460	23,460	3,480	13,860
8874	Transcripts	164,785	164,785	46,640	111,682
8875	Library Fines	3,510	3,510	464	1,486
8879	Enrollment Fee	4,497,657	4,497,657	820,321	5,214,726
8882	Student ID Cards	-	-	(40)	39,740
8883	Material Fee	-	-	-	-
	TOTAL STUDENT FEES	\$ 8,591,984	\$ 8,091,984	\$ 2,477,530	\$ 9,424,737
<hr/>					
	TOTAL INCOME	\$ 103,117,364	\$ 102,617,364	\$ 23,845,028	\$ 71,432,712
8981	TRANSFERS IN	\$ 119,021	\$ 119,021	\$ -	\$ -
	BEGINNING BALANCE	\$ 11,064,244	\$ 11,064,244	\$ -	\$ 11,064,244
	GENERAL RESERVE	\$ -	\$ -	-	90
	TOTAL RESOURCES	\$ 114,300,629	\$ 113,800,629	\$ 23,845,028	\$ 82,496,956

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 RESTRICTED GENERAL FUND 03**

May 19, 2020

<-----BUDGET ----->

	AS ADOPTED (1)	CURRENT BUDGET (2)	TRANSACTIONS TO DATE (3)
INCOME			
Federal	\$ 1,682,308	\$ 2,715,692	\$ 855,019
State	10,234,463	13,662,296	18,886,721
Local	<u>3,781,811</u>	<u>3,946,220</u>	<u>3,214,676</u>
Total Income:	\$ 15,698,582	\$ 20,324,208	\$ 22,956,416
Transfers In	\$ 2,017,498	\$ 2,017,498	\$ -
Beginning Balance	<u>6,606,127</u>	<u>6,606,127</u>	<u>6,606,127</u>
TOTAL RESOURCES	<u><u>\$ 24,322,207</u></u>	<u><u>\$ 28,947,833</u></u>	<u><u>\$ 29,562,543</u></u>
<hr/>			
Certificated Salaries	\$ 9,033,881	\$ 8,052,616	\$ 4,211,409
Classified Salaries	6,598,222	7,483,082	3,662,237
Employee Benefits	5,420,246	4,949,001	3,340,578
Books/Supplies/Equip. Repl.	1,539,837	1,342,955	809,209
Contracted Services	1,239,972	3,128,403	2,809,093
Capital Outlay	138,259	1,489,353	765,206
Financial Aid	<u>232,769</u>	<u>693,391</u>	<u>117,330</u>
Total Expenditures	\$ 24,203,186	\$ 27,138,801	\$ 15,715,062
Transfers Out	\$ 119,021	\$ 131,873	\$ -
Reserve For Contingencies	-	1,677,159	-
Fund Balance	<u>-</u>	<u>-</u>	<u>13,847,481</u>
TOTAL EXPENDITURES/ CONTINGENCY & TRANSFERS	<u><u>\$ 24,322,207</u></u>	<u><u>\$ 28,947,833</u></u>	<u><u>\$ 29,562,543</u></u>
<hr/>			
TOTAL APPROPRIATION	\$ 24,322,207	\$ 28,947,833	\$ 29,562,543

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 RESTRICTED GENERAL FUND 03**

May 19, 2020

	<----- BUDGET ----->		<--- INCOME RECEIVED --->	
	AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
FEDERAL INCOME				
8110 JTPA / WIA	\$ -	\$ -	\$ -	-
8120 Vocational Education	541,755	541,755	52,506	(10,833)
8128 Teaching American History	-	-	-	-
8129 Network Backbone & Media Proj.	-	-	-	-
8130 College Work Study	430,633	430,633	-	(900)
8140 Pell Administration	99,611	99,611	56,345	56,345
8160 Seog Administration	61,999	61,999	-	-
8170 TANF	-	149,595	183,945	132,784
8174 Adult Basic Education	-	532,506	296,302	328,918
8190 Other Federal	-	89,760	27,489	63,908
8191 Title V-H.S.I.	525,000	783,461	202,229	284,798
8192 National Science Foundation	23,310	26,372	-	(1)
8193 NASA	-	-	-	-
TOTAL FEDERAL INCOME	\$ 1,682,308	\$ 2,715,692	\$ 818,816	\$ 855,019

STATE INCOME				
8610				
8611 Basic Skill	-	-	-	116,514
8612 Staff Development Program	-	-	-	230
8614 Faculty & Staff Diversity	68,024	68,024	5,000	211,765
8615 Energy Program	-	-	-	387,343
8616 Apportionment - Prior Year	-	-	-	-
8618 Veteran Resource Center	-	-	20,410	29,613
8620 State Instructional Equipment	-	-	-	-
8621 DSPS	1,494,391	1,494,391	369,904	1,152,803
8622 EOPS	2,241,061	2,241,061	640,939	1,806,290
8623 BFAP Administration	53,259	53,259	144,872	609,037
8627 Nursing	294,557	90,000	-	90,000
8628 Calworks	-	831,563	477,908	1,379,879
8629 TANF	-	-	-	-
8631 Instructional Improvement	-	-	-	-
8635 Teacher Development	-	-	-	-
8636 Economic Development	-	204,557	49,093	155,463
8638 Gain Over cap	-	-	-	-
8639 CDC State Programs	155,040	187,092	20,361	44,993
8641 Child & Adult Care Food Program	-	-	2,051	8,403
8653 Deferred Maintenance	-	-	-	-
8665 California Career Pathways	-	-	-	-
8670 Adult Basic Education	-	-	273,515	2,720,357
8680 Lottery	339,433	339,433	-	(631,777)
8690 Other	2,505,455	2,382,431	630,575	5,643,448
8691 State Mandated Costs	-	-	-	-
8698 Student Equity/SSSP	3,083,243	5,770,485	1,248,226	5,162,360
TOTAL STATE INCOME	\$ 10,234,463	\$ 13,662,296	\$ 3,882,854	\$ 18,886,721

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 RESTRICTED GENERAL FUND 03**

May 19, 2020

	<----- BUDGET ----->		<--- INCOME RECEIVED --->	
	AS ADOPTED	CURRENT BUDGET	THIS QUARTER	INCOME TO DATE
	(1)	(2)	(3)	(4)
LOCAL INCOME				
8820 ASB Contribution	\$ -	\$ -	\$ -	\$ -
8821 CSULA Nursing Collaborative	-	-	-	-
8822 Foundation	43,644	186,303	51,979	170,947
8823 PEG Fees	50,000	50,000	16,725	49,096
8824 Duplicating	25,715	25,715	167	1,812
8827 Nursing Tutor/Mentor	-	-	-	-
8828 Athletic Field Rental	2,721	2,721	1,230	4,688
8831 County Assessor	-	-	-	-
8833 Carnegie Grant	-	-	-	-
8834 CDC-LA Universal Preschool	-	8,000	-	-
8838 Hospital	-	-	-	-
8840 Job Placement Fee	-	-	-	-
8841 Vendor Parking	-	-	637	2,777
8842 Sale of Equipment	-	-	-	-
8844 Catering	-	-	-	-
8849 Auditorium Performances	41,693	41,693	48,897	61,824
8850 Rental Income	19,161	19,161	-	-
8851 Swap Meet	-	-	-	-
8853 Catering	-	-	-	-
8860 Interest	-	-	67,353	130,650
8866 CBET Program	-	-	-	-
8873 CDC Application Fees	-	-	245	385
8876 Baja Field Studies	880	880	2,794	3,926
8880 Technology Fee	-	-	-	-
8886 Fiscal Service	-	-	-	-
8887 Child Develop. Center	818,454	818,454	149,620	519,190
8888 Job Placement Center	-	-	-	-
8889 CDC Training Consortium	-	-	-	-
8890 Misc Income	27,767	41,517	-	5,736
8896 Redevelopment Agency Pass Thro	-	-	-	-
8897 CDC Evening Child Care	-	-	-	-
8898 CDC Non-Credit	-	-	960	3,407
TOTAL LOCAL INCOME	\$ 1,030,035	\$ 1,194,444	\$ 340,607	\$ 954,438
STUDENT CHARGES				
8837 Parent Ed Retirement Seminar	-	-	-	-
8848 Test Fee	-	-	-	-
8867 Hemodialysis	-	-	-	-
8870 Fire Academy	-	-	-	-
8871 Community Service Leisure	712,365	712,365	137,881	378,458
8877 Parking Fees	929,692	929,692	25,456	294,947
8878 Health	628,757	628,757	218,125	614,171
8880 Capital Outlay Fee	278,999	278,999	284,330	679,058
8883 Material Fee	-	-	-	-
8884 Pilot Training Program	201,963	201,963	69,778	244,175
8885 Parking Fines	-	-	20,008	49,429
TOTAL STUDENT FEES	\$ 2,751,776	\$ 2,751,776	\$ 755,578	\$ 2,260,238
TOTAL INCOME	\$ 15,698,582	\$ 20,324,208	\$ 5,797,855	\$ 22,956,416
TRANSFERS IN	\$ 2,017,498	\$ 2,017,498	\$ -	\$ -
BEGINNING BALANCE	\$ 6,606,127	\$ 6,606,127	\$ -	\$ 6,606,127
TOTAL RESOURCES	\$ 24,322,207	\$ 28,947,833	\$ 5,797,855	\$ 29,562,543

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 STUDENT FINANCIAL AID FUND 09**

May 19, 2020

	<----- BUDGET ----->		<--- INCOME RECEIVED --->	
	AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
INCOME				
8140 PELL	\$ 22,600,000	\$ 22,600,000	\$ 11,176,953	\$ 23,014,874
8151 ACG	-	-	-	-
8152 Loans	2,000,000	2,000,000	825,577	1,500,628
8160 SEOG	290,000	290,000	202,600	456,300
8622 EOPS	1,248,000	1,199,999	450,376	450,376
8622 EOPS Care	-	47,999	29,116	29,116
8623 Financial Aid Technology	-	-	-	-
8633 California College Promise	-	835,184	-	835,184
8634 Cal Grants	4,875,566	4,875,566	1,952,632	3,018,779
8635 F/T Student Success	-	-	-	1,882,238
8690 CC Completion	-	-	-	-
8690 Non-Resident Dreamer EAP	-	-	-	-
8860 Interest	-	-	-	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Income	\$ 31,013,566	\$ 31,848,748	\$ 14,637,254	\$ 31,187,495
8981 Transfers In	\$ -	\$ -	\$ -	\$ -
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL RESOURCES	<u>\$ 31,013,566</u>	<u>\$ 31,848,748</u>	<u>\$ 14,637,254</u>	<u>\$ 31,187,495</u>

EXPENDITURES

2XXX Classified Salaries	-	-	4,596	15,230
3XXX Employee Benefits	-	-	92	242
4XXX Books/Supplies/Equip. Repl.	-	50,000	230	230
5XXX Contracted Services	-	-	52,377	72,909
6XXX Capital Outlay	-	-	9,171	9,171
7500 Student Financial Aid	\$ 31,013,566	\$ 31,798,748	\$ 15,314,107	\$ 30,897,685
7300 Transfers Out	-	-	-	-
7900 Reserve For Contingencies	-	-	-	-
Fund Balance	<u> </u>	<u> </u>	<u>(743,319)</u>	<u>192,028</u>
TOTAL EXPENDITURES/ TRANSFERS & CONTINGENCY	<u>\$ 31,013,566</u>	<u>\$ 31,848,748</u>	<u>\$ 14,637,254</u>	<u>\$ 31,187,495</u>

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 CAPITAL OUTLAY FUND 15**

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
INCOME					
8141	Parking Project	\$ -	\$ -	\$ -	\$ -
8620	Instructional equipment	-	-	-	-
8639	California Clean Energy Job Act	-	-	-	-
8652	Construction Projects	-	-	-	-
8653	Deferred Maintenance/Planning	488,000	488,000	40,289	127,580
8820	ASGCC Bond Payment	-	-	-	-
8822	Foundation Contributions	-	-	-	-
8842	Sale of Equipment	-	-	-	-
8860	Interest	-	-	11,962	27,478
8869	ASGCC Fees	-	-	-	-
8877	Parking Permits	-	-	-	-
8890	Miscellaneous Income	-	-	-	-
8891	Delinquent Property Tax	-	-	-	-
8941	Cops Bonds Proceeds	-	-	-	-
	Total Income	\$ 488,000	\$ 488,000	\$ 52,251	\$ 155,058
8981	Transfers In	-	-	-	-
	Beginning Balance	980,591	980,591	-	980,591
TOTAL RESOURCES		\$ 1,468,591	\$ 1,468,591	\$ 52,251	\$ 1,135,649

EXPENDITURES

4000	Other Supplies	\$ -	\$ -	\$ -	\$ -
5000	Other Contract Services	-	-	29,151	1,003,968
6000	Capital Outlay	1,468,591	1,468,591	-	-
6200	New Building & Improvement	-	-	-	-
6400	New Equipment	-	-	-	-
6500	Lease Purchase	-	-	-	-
	Total Expenditures	\$ 1,468,591	\$ 1,468,591	\$ 29,151	\$ 1,003,968
7190	Debt Repayment - Other	-	-	-	-
7300	Transfers Out	-	-	-	-
7900	Reserve For Contingencies	-	-	-	-
	Fund Balance	-	-	23,100	131,681
TOTAL EXPENDITURES/ TRANSFERS & CONTINGENCY		\$ 1,468,591	\$ 1,468,591	\$ 52,251	\$ 1,135,649

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 SELF INSURANCE FUND 18**

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
		<u> </u>	<u> </u>	<u> </u>	<u> </u>
INCOME					
8662	State Haz. Sub. Removal	\$ -	\$ -	\$ -	\$ -
8860	Interest	5,000	5,000	-	-
8868	Health Rebate	250,000	250,000	-	-
8890	Miscellaneous	-	-	28,029	103,750
8894	Rebate Worker's Comp.	-	-	-	-
	Total Income	<u>\$ 255,000</u>	<u>\$ 255,000</u>	<u>\$ 28,029</u>	<u>\$ 103,750</u>
8981	Transfers In	\$ 2,266,861	\$ 2,266,861	\$ -	\$ 1,250,000
	Beginning Balance	<u>397,339</u>	<u>397,339</u>	<u>-</u>	<u>397,339</u>
TOTAL RESOURCES		<u><u>\$ 2,919,200</u></u>	<u><u>\$ 2,919,200</u></u>	<u><u>\$ 28,029</u></u>	<u><u>\$ 1,751,089</u></u>

EXPENDITURES

1000	Certificated Salaries	-	\$ -	\$ -	\$ -
2000	Classified Salaries	-	-	-	-
3000	Health & Welfare	1,850,000	1,850,000	519,350	1,422,145
4000	Supplies & Materials	5,200	5,200	859	1,044
5000	Contract Services	650,000	650,000	2,130	675,199
6000	Equipment	<u>14,000</u>	<u>14,000</u>	<u>2,068</u>	<u>7,499</u>
	Total Expenditures	<u>\$ 2,519,200</u>	<u>\$ 2,519,200</u>	<u>\$ 524,407</u>	<u>\$ 2,105,887</u>
7300	Transfers Out	\$ -	\$ -	\$ -	\$ -
7900	Reserve For Contingencies	400,000	400,000	-	-
	Fund Balance	<u> </u>	<u> </u>	<u>(496,378)</u>	<u>(354,798)</u>
TOTAL EXPENDITURES/ TRANSFERS & CONTINGENCY		<u><u>\$ 2,919,200</u></u>	<u><u>\$ 2,919,200</u></u>	<u><u>\$ 28,029</u></u>	<u><u>\$ 1,751,089</u></u>

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 CAFETERIA FUND 30**

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS	CURRENT	THIS	INCOME
		ADOPTED	BUDGET	QUARTER	TO DATE
		(1)	(2)	(3)	(4)
INCOME					
8843	Vendor Sales (Espresso)	\$ -	\$ -	\$ 7,851	\$ 47,753
8844	Food Sales (Upstairs)	-	-	-	11,329
8853	Catering	-	-	-	-
8854	Milky Way	-	-	-	-
8855	Deli	-	-	-	5,349
8856	Pacific Rim	-	-	-	-
8857	Casa Ortega	-	-	-	-
8858	CJ's	-	-	-	9,193
8860	Interest	-	-	-	209
8890	Other Local Income	-	-	-	-
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,851</u>	<u>\$ 73,833</u>
8981	Transfers In	\$ -	\$ -	\$ -	\$ -
	Beginning Balance	<u>93,755</u>	<u>93,755</u>	<u>-</u>	<u>93,755</u>
TOTAL RESOURCES		<u><u>\$ 93,755</u></u>	<u><u>\$ 93,755</u></u>	<u><u>\$ 7,851</u></u>	<u><u>\$ 167,588</u></u>

EXPENDITURES					
2000	Classified Salaries	\$ 93,755	\$ 93,755	\$ 43,493	\$ 160,939
3000	Employee Benefits	-	-	23,671	66,112
4300	Instruct. Media Supplies	-	-	-	-
4500	Supplies	-	-	391	1,886
4710	Food	-	-	(59)	5,838
4715	Commission	-	-	-	-
5000	Contracted Services	-	-	-	5,398
6000	Equipment	-	-	-	-
7000	Financial Aid	-	-	-	-
	Total Expenditures	<u>\$ 93,755</u>	<u>\$ 93,755</u>	<u>\$ 67,496</u>	<u>\$ 240,173</u>
7300	Transfers Out	\$ -	\$ -	\$ -	\$ -
7900	Reserve For Contingencies	-	-	-	-
	Fund Balance	<u>-</u>	<u>-</u>	<u>(59,645)</u>	<u>(72,585)</u>
TOTAL EXPENDITURES/ TRANSFERS & CONTINGENCY		<u><u>\$ 93,755</u></u>	<u><u>\$ 93,755</u></u>	<u><u>\$ 7,851</u></u>	<u><u>\$ 167,588</u></u>

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 PROFESSIONAL DEVELOPMENT CENTER FUND 59**

May 19, 2020

		<----- BUDGET ----->		
		AS ADOPTED (1)	CURRENT BUDGET (2)	TRANSACTIONS TO DATE (3)
		<u> </u>	<u> </u>	<u> </u>
INCOME				
	Federal	\$ -	\$ -	\$ -
	State	892,308	892,308	408,765
	Local	<u>511,605</u>	<u>511,605</u>	<u>427,692</u>
	Total Income:	\$ 1,403,913	\$ 1,403,913	\$ 836,457
	Transfers In	\$ -	\$ -	\$ -
	Beginning Balance	<u>641,378</u>	<u>641,378</u>	<u>641,378</u>
TOTAL RESOURCES		<u>\$ 2,045,291</u>	<u>\$ 2,045,291</u>	<u>\$ 1,477,835</u>
<hr/>				
EXPENDITURES				
	Certificated Salaries	\$ 304,590	\$ 304,590	\$ 132,840
	Classified Salaries	-	-	82,823
	Employee Benefits	112,522	112,522	71,692
	Books/Supplies/Equip. Repl.	50,497	50,497	40,062
	Contracted Services	811,547	811,547	573,831
	Capital Outlay	<u>8,220</u>	<u>8,220</u>	<u>-</u>
	Total Expenditures	\$ 1,287,376	\$ 1,287,376	\$ 901,248
	Transfers Out	\$ -	\$ -	\$ -
	Reserve For Contingencies	757,915	757,915	-
	Fund Balance	<u> </u>	<u> </u>	<u>576,587</u>
TOTAL EXPENDITURES/ CONTINGENCY & TRANSFERS		<u>\$ 2,045,291</u>	<u>\$ 2,045,291</u>	<u>\$ 1,477,835</u>
<hr/>				
TOTAL APPROPRIATION		\$ 2,045,291	\$ 2,045,291	\$ 1,477,835
<hr/>				

**GLENDALE COMMUNITY COLLEGE DISTRICT
 QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
 PROFESSIONAL DEVELOPMENT CENTER FUND 59**

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
		<u> </u>	<u> </u>	<u> </u>	<u> </u>
STATE INCOME					
	Economic Development	\$ -	\$ -	\$ -	\$ -
8658	Employment Train. Panel	892,308	892,308	291,083	408,765
8690	Mis. Income	-	-	-	-
	TOTAL STATE INCOME	<u>892,308</u>	<u>892,308</u>	<u>291,083</u>	<u>408,765</u>
<hr/>					
LOCAL INCOME					
8830	Profess. Develop. Center	\$ 511,605	\$ 511,605	\$ 203,753	\$ 413,291
8860	Interest	-	-	1,906	4,226
8893	PDC Donations	-	-	-	10,175
	TOTAL LOCAL INCOME	<u>\$ 511,605</u>	<u>\$ 511,605</u>	<u>\$ 205,659</u>	<u>\$ 427,692</u>
<hr/>					
	TOTAL INCOME	\$ 1,403,913	\$ 1,403,913	\$ 496,742	\$ 836,457
	TRANSFERS IN	\$ -	\$ -	\$ -	\$ -
	BEGINNING BALANCE	\$ 641,378	\$ 641,378	\$ -	\$ 641,378
	TOTAL RESOURCES	<u>\$ 2,045,291</u>	<u>\$ 2,045,291</u>	<u>\$ 496,742</u>	<u>\$ 1,477,835</u>

GLENDALE COMMUNITY COLLEGE DISTRICT
QUARTERLY STATEMENT OF INCOME AND EXPENDITURES
MEASURE GC-GO BOND, SERIES A FUND 74

May 19, 2020

		<----- BUDGET ----->		<--- INCOME RECEIVED --->	
		AS ADOPTED (1)	CURRENT BUDGET (2)	THIS QUARTER (3)	INCOME TO DATE (4)
INCOME					
8941	Bond Proceeds	\$ -	\$ -	\$ -	\$ -
447	Interest	800,000	800,000	193,596	447,157
	Total Income	\$ 800,000	\$ 800,000	\$ 193,596	\$ 447,157
8981	Transfers In	\$ -	\$ -	\$ -	\$ -
	Beginning Balance	54,569,538	54,569,538	-	54,569,538
TOTAL RESOURCES		\$ 55,369,538	\$ 55,369,538	\$ 193,596	\$ 55,016,695

EXPENDITURES

4000	Other Supplies	\$ -	\$ -	\$ 13,746	\$ 46,752
5000	Other Contract Services	-	-	2,299,952	7,171,994
6100	Capital Outlay - Site	3,000,000	3,000,000	867,951	977,971
6200	New Building & Improvement	25,000,000	25,000,000	4,084,058	15,006,207
6400	New Equipment	2,000,000	2,000,000	336,075	1,543,359
6500	Lease Purchase	-	-	-	-
7000	Other Outgo	-	-	-	-
	Total Expenditures	\$ 30,000,000	\$ 30,000,000	\$ 7,601,782	\$ 24,746,283
7190	Campus Parking Debt Payment	\$ -	\$ -	\$ -	\$ -
7300	Transfers Out	-	-	-	-
7900	Reserve For Contingencies	25,369,538	25,369,538	-	-
	Fund Balance			(7,408,186)	30,270,412
TOTAL EXPENDITURES/ TRANSFERS & CONTINGENCY		\$ 55,369,538	\$ 55,369,538	\$ 193,596	\$ 55,016,695

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

INFORMATIONAL REPORT NO. 2

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper
Executive Vice President, Administrative Services

PREPARED BY: Amir Nour, Controller

SUBJECT: THIRD QUARTER FINANCIAL STATUS REPORT

The Quarterly Financial Status Report, CCFS-311Q, has been prepared in compliance with AB 2910 (Hughes) that was signed into law as Chapter 1486, Statutes of 1986. This law requires community college districts to report each quarter on their financial condition, in order to provide an early warning for districts headed toward financial distress. The Board of Trustees is required to receive this report and forward it, through the County Superintendent of Schools, to the State Chancellor's Office. The Third Quarter CCFS-311Q is attached.

California Community Colleges
 Quarterly Financial Status Report, CCFS-311Q

Fiscal Year: 2019-20

District: 730 Glendale Community College District

Quarter Ended: 31-Mar

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2016-17	Actual 2017-18	Actual 2018-19	Projected 2019-20
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100,8600,8800)	95,051,179	101,831,820	100,149,397	103,117,364
A.2	Other Financing Sources (Object 8900)	31,218	84,195	119,021	119,021
A-3	Total Unrestricted Revenues (A.1 + A.2)	95,082,397	101,916,015	100,268,418	103,236,385
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	89,810,633	95,445,247	104,505,375	104,469,494
B.2	Other Outgo (Objects 7100, 7200, 7300, 7500, 7600)	4,869,770	4,437,632	2,764,099	4,050,000
B.3	Total Unrestricted Expenditures (B.1 + B.2)	94,680,403	99,882,879	107,269,474	108,519,494
C.	Revenues Over(Under) Expenditures (A.3-B.3)	401,994	2,033,136	(7,001,056)	(5,283,109)
D.	Fund Balance, Beginning	11,119,089	11,521,083	13,554,219	11,064,244
D.1	Prior Year Adjustments + (-)	-	-	-	-
D.2	Adjusted Fund Balance, Beginning (D + D.1)	11,119,089	11,521,083	13,554,219	11,064,244
E.	Fund Balance, Ending (C + D.2)	11,521,083	13,554,219	6,553,163	5,781,135
F.1	Percentage of GF Fund Balance to GE Expenditures (E./B.3)	12.2%	13.6%	6.1%	5.3%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	15,541	13,955	13,829	13,381
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As of the specified quarter ended for each fiscal year presented				
	2016-17	2017-18	2018-19	2019-20

III. Total General Fund Cash Balance (Unrestricted and Restricted)

H.1	Cash, excluding borrowed funds	24,770,435	19,397,253	17,154,990	17,631,065
H.2	Cash, borrowed funds only	-	-	-	-
H.3	Total Cash (H.1 + H.2)	24,770,435	19,397,253	17,154,990	17,631,065

IV. Unrestricted General Fund Revenues and Expenditures: 2019-20 Budget to Year-to-Date Actuals

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100,8600,8800)	103,117,364	103,117,364	71,432,712	69.3%
I.2	Other Financing Sources (Object 8900)	119,021	119,021	-	0.0%
I.3	Total Unrestricted Revenues (I.1 + I.2)	103,236,385	103,236,385	71,432,712	69.2%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	104,940,217	104,469,494	70,181,955	67.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7500, 7600)	4,284,359	4,050,000	1,250,000	30.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	109,224,576	108,519,494	71,431,955	65.8%
K.	Revenues Over(Under) Expenditures (I.3-J.3)	(5,988,191)	(5,283,109)	757	
L.	Adjusted Fund Balance, Beginning	11,064,244	11,064,244	11,064,244	
L.1	Fund Balance, Ending	5,076,053	5,781,135	11,065,001	
M.	Percentage of UGF Fund Balance to UGF Expenditures (L.1/J.3)	4.6%	5.3%		

V. Has the district settled any employee contracts during this quarter?

No

If yes, complete the following:(If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	%*	Permanent		Temporary		Total Cost Increase	%*
Total Cost Increase			%*	Total Cost Increase	%*			
a. SALARIES								
Year 1:	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Year 2:	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Year 3:	0	0.0%	0	0.0%	0	0.0%	0	0.0%
b. BENEFITS								
Year 1:	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Year 2:	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Year 3:	0	0.0%	0	0.0%	0	0.0%	0	0.0%

*As specified in Collective Bargaining Agreement or other Employment Contract.

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

d. Dis any contracts settled in this period cover part-time, temporary faculty?

No

d.1. Does the contract include minimum standards for the terms of reemployment preference and evaluation for part-time, temporary faculty in order to remain eligible to receive Student Equity and Achievement Program funds*?

No

d.2. Does the collective bargaining agreement achieve parity between compensation for full-time and part-time, temporary faculty?

No

*As a condition for receiving Student Equity and Achievement Program funds, negotiations between districts and the exclusive representative for part-time, temporary faculty must include minimum standards for the terms of reemployment preference and evaluation as outlined in Education Code section 87482.3. Education Code section 78222(d)(2) links the negotiation requirement to the receipt of funds for the Student Equity and Achievement Program.

VI. Did the district have significant events for the quarter (including incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS, issuance of COPs etc.)?

No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

No

Next Year? No

If yes, what are the problems and what actions will be taken? (Enter explanation below include additional pages if needed)

Certification:

District: 730 Glendale Community College District

To the best of my knowledge, the data in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, and afforded the opportunity to be discussed and entered into the minutes of that meeting.

District Chief Business Officer

Date

District Superintendent/President

Date

Qtr. Ended: March 31, 2020

Governing Board Meeting Date: May 19, 2020

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

INFORMATIONAL REPORT NO. 3

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Michael Ritterbrown, Vice President, Instructional Services

PREPARED BY: Edward Karpp, Dean, Research, Planning, and Grants

SUBJECT: ENROLLMENT UPDATE

DESCRIPTION OF HISTORY / BACKGROUND

California community colleges' apportionment revenues from the state are based on the enrollments of resident students. Enrollments are converted into Full-Time Equivalent Students (FTES) numbers for apportionment reporting. The attached report includes updated enrollment numbers and projections.

One FTES, whether credit or noncredit, is defined by state regulations as 525 hours of student contact. Most credit courses use a weekly accounting method: They meet the same number of hours every week, and apportionment is based on a calculation of hours per week times number of weeks divided by 525. Credit courses shorter than a full semester (such as 8-week courses, or Summer and Winter courses) use an analogous daily accounting method. Both weekly and daily courses use a census date to determine enrollments and FTES.

All noncredit courses and a small number of credit courses use positive attendance accounting, which is not based on enrollment and class sessions per week but rather on the actual hours that students attend class. Each student's attendance is tracked for every class session. The total number of attendance hours is divided by 525 to calculate FTES based on positive attendance. FTES based on positive attendance is more difficult to project than FTES based on weekly or daily accounting because students' actual attendance must be tracked every day, rather than using a defined census date.

The April 2020 report showed a -1.6% drop for Spring 2020 compared to Spring 2019, while the current May 2020 report shows a -0.7% drop for Spring. Due to the COVID-19 emergency, the current report includes an estimate of positive attendance FTES calculated using the Chancellor's Office method that

incorporates the average of positive attendance hours over the past three offerings of each course. While actual noncredit hours are down about -37% in Spring, the estimate results in an increase of +4.5%.

COMMITTEE HISTORY

None

FISCAL IMPACT

None

RECOMMENDATION

This report is being submitted for informational purposes.

ENROLLMENT UPDATE (RESIDENT, FACTORED FTES) – 2019-2020

	2018-2019	2019-2020	Difference	% Change
Summer Credit FTES excluding Positive Attendance (End of Summer Term)	937	966	+29	+3.1%
Summer Credit FTES from Positive Attendance	20	23	+3	+15.0%
Summer Noncredit FTES	439	256	-183	-41.7%
Summer Total FTES (Actual Enrollments)	1,396	1,245	-151	-10.8%
Fall Credit FTES excluding Positive Attendance	4,798	4,790	-8	-0.2%
Fall Credit FTES from Positive Attendance	58	44	-14	-24.1%
Fall Noncredit FTES	997	900	-97	-9.7%
Fall Total FTES (Projected End of Semester)	5,853	5,734	-119	-2.0%
Winter Credit FTES excluding Positive Attendance	867	798	-69	-8.0%
Winter Credit FTES from Positive Attendance	14	17	+3	+21.4%
Winter Noncredit FTES	272	238	-34	-12.5%
Winter Total FTES (Projected End of Term)	1,153	1,053	-100	-8.7%
Spring Credit FTES excluding Positive Attendance (Day 75 of Classes)	4,457	4,376	-81	-1.8%
Spring Credit FTES excluding Positive Attendance	4,461	4,380	-81	-1.8%
Spring Credit FTES from Positive Attendance	45	45	+0	+0.0%
Spring Noncredit FTES (Estimated*)	931	973	+42	+4.5%
Spring Total FTES (Projected End of Semester)	5,437	5,398	-39	-0.7%
Annual Credit FTES excluding Positive Attendance	11,063	10,934	-129	-1.2%
Annual Credit FTES from Positive Attendance	137	129	-8	-5.8%
Annual Noncredit FTES (Includes Estimate*)	2,639	2,367	-272	-10.3%
Annual Total FTES (Includes Noncredit Estimate*)	13,839	13,430	-409	-3.0%

Note: Gray-shaded cells indicate projections or estimates.

* Due to the COVID-19 emergency in Spring 2020, the Chancellor's Office provided a method to estimate positive attendance hours for each course offered in Spring based on the previous three offerings of the course. The table includes estimated noncredit FTES calculated using this method.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

INFORMATIONAL REPORT NO. 4

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: MEASURE GC FUNDS BALANCES AND SCHEDULE
UPDATE

Attached is a summary report on Measure GC Funds activity and budget balances through April 30, 2020.

Measure GC Financial Status Report as of April 30, 2020								
	Project	New Allocation As of July, 2018	Prior Year Expenditures (a)	2019-20 Expense	2019-20 Encumbrances	Total Obligated	Total Available	Project Status
1	Infrastructure	\$ 16,000,000.00	\$ 9,475,795.00	\$ 8,217,485.00	\$ 9,516,630.00	\$ 27,269,910.00	\$ (11,269,910.00)	Ongoing
2	PE Remodel	\$ 44,000,000.00	\$ 10,399,350.00	\$ 4,989,663.00	\$ 20,976,405.00	\$ 36,365,418.00	\$ 7,634,582.00	TBD
3	Technology	\$ 3,000,000.00	\$ 2,321,604.00	\$ 996,651.00	\$ 760,088.00	\$ 4,078,343.00	\$ (1,078,343.00)	Ongoing
4	Montrose Campus	\$ 13,000,000.00	\$ 3,433,335.00	\$ 114,155.55	\$ 17,300.86	\$ 3,450,636.00	\$ 9,435,208.00	Ongoing
5	Garfield Acquisition and Parking	\$ 30,000,000.00	\$ 20,616,906.00	\$ 6,860,564.00	\$ 78,290.00	\$ 27,555,760.00	\$ 2,444,240.00	Ongoing
6	Classroom/Lab Renovations	\$ 5,000,000.00	\$ 3,868,814.00	\$ 744,553.79	\$ 376,825.00	\$ 4,990,193.00	\$ 9,807.00	Ongoing
7	Science Building	\$ 10,200,000.00	\$ -	\$ 1,738,362.00	\$ 3,584,379.00	\$ 5,322,741.00	\$ 4,877,259.00	Ongoing
8	Campus Wide Safety and Security	\$ 500,000.00	\$ 315,073.00	\$ 30,810.00	\$ -	\$ 318,154.00	\$ 181,846.00	Ongoing
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23	Interest	\$ 2,832,413.50					\$ 2,832,413.50	
24	Contingency Reserves	\$ 328,464.00					\$ 328,464.00	
	Total	\$ 124,860,877.50	\$ 50,430,877.00	\$ 23,692,244.34	\$ 35,309,917.86	\$ 109,351,155.00	\$ 15,395,566.50	

Notes:

- 1 Infrastructure Projects are ongoing in accordance with the annual planning.
- 2 PE Increment 1 is complete. PE Increment 2 commenced. Estimated completion is Summer 2021.
- 3 Technology projects include the completion of the upgrade campus wide network and PDC, PeopleSoft Upgrade, Budgeting Application.
- 4 Property Purchased. Feasibility study will be started this year.
- 5 Purchase of land for Garfield Campus.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

INFORMATIONAL REPORT NO. 5

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Lisa H. Brooks, Executive Director, Glendale College Foundation

PREPARED BY: Saodat Aziskhanova, Accountant & Business Operations Specialist,
Glendale College Foundation

SUBJECT: GLENDALE COLLEGE FOUNDATION—STATEMENT OF
FINANCIAL POSITION, INCOME STATEMENT, AND THIRD
QUARTER REPORT OF DONATIONS, MARCH 31, 2020

DESCRIPTION OF HISTORY / BACKGROUND

Attached are Glendale College Foundation's Financial Statements for the third quarter of 2019/20 fiscal year and Monthly Donations/Distributions Report for nine months ending March 31, 2020.

COMMITTEE HISTORY

None

FISCAL IMPACT

None

RECOMMENDATION

Report submitted for informational purposes.

Statement of Financial Position

March 31, 2020

	General Fund	Endowment Fund	Total	
Assets				
01-10000	Citizens Business MM256300559	\$212,882.07	\$0.00	\$212,882.07
01-10005	Citizens Business Ck256100967	\$41,325.59	\$0.00	\$41,325.59
01-10021	CD- Wells Fargo Bank	\$50,409.43	\$0.00	\$50,409.43
01-10030	CD- Union Bank of California	\$51,966.23	\$0.00	\$51,966.23
01-10095	Capital Group - General	\$890,744.72	\$0.00	\$890,744.72
01-12000	Accounts Receivable	\$800.00	\$0.00	\$800.00
02-10020	Capital Group- Endowment	\$0.00	\$12,842,485.00	\$12,842,485.00
02-10035	Citizens Business Endowment	\$0.00	\$15,744.53	\$15,744.53
02-10085	Manufacturers Bank	\$0.00	\$114,720.35	\$114,720.35
Total Assets	\$1,248,128.04	\$12,972,949.88	\$14,221,077.92	
Liabilities and Net Assets				
Net Assets				
01-30000	Beginning Balance Equity	\$1,120,818.06	\$0.00	\$1,120,818.06
01-30010	General Fund Beginning Balance	\$140,140.87	\$0.00	\$140,140.87
02-30000	Beginning Balance Equity	\$0.00	\$11,618,838.99	\$11,618,838.99
03-30000	Beginning Balance Equity	\$0.00	\$1,341,280.00	\$1,341,280.00
Total Net Assets	\$1,260,958.93	\$12,960,118.99	\$14,221,077.92	
Total Liabilities and Net Assets	\$1,260,958.93	\$12,960,118.99	\$14,221,077.92	
BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS	\$1,229,443.06	\$13,752,801.03	\$14,982,244.09	
NET SURPLUS/(DEFICIT)	\$31,515.87	(\$792,682.04)	(\$761,166.17)	
ENDING NET ASSETS	\$1,260,958.93	\$12,960,118.99	\$14,221,077.92	

Glendale College Foundation, Inc.

Income Statement

For the 9 months ending March 31, 2020

		General 3rd Quarter Actual	Endowment 3rd Quarter Actual	Year to Date Budget	Year to Date Actual	Annual Budget 2019-2020	Performance %	Year to Date Variance
Revenues								
01-40000	General - Interest & Dividends Income	\$4,010.17	\$0.00	\$7,031.25	\$16,982.94	\$12,500.00	135.86%	\$4,482.94
01-40010	Campus Banners	\$8,400.00	\$0.00	\$8,718.75	\$8,400.00	\$15,500.00	54.19%	(\$7,100.00)
01-40015	El Vaquero Racquet Club	\$7,615.00	\$0.00	\$9,843.75	\$24,565.00	\$17,500.00	140.37%	\$7,065.00
01-40020	Administrative Endowment	\$0.00	\$0.00	\$46,125.00	\$82,000.00	\$82,000.00	100.00%	\$0.00
01-40025	General Fund - Donations	\$25,204.22	\$0.00	\$42,187.50	\$55,809.22	\$75,000.00	74.41%	(\$19,190.78)
01-40040	Golf Tournament Donations	\$20,690.00	\$0.00	\$84,375.00	\$33,340.00	\$150,000.00	22.23%	(\$116,660.00)
01-40055	Hall of Fame	\$499.00	\$0.00	\$0.00	\$499.00	\$0.00	0.00%	\$499.00
01-40058	Retiree Recognition Event Revenues	\$1,575.00	\$0.00	\$2,250.00	\$1,575.00	\$4,000.00	39.38%	(\$2,425.00)
01-40075	General - Scholarships Donations	\$16,255.00	\$0.00	\$19,687.50	\$34,505.00	\$35,000.00	98.59%	(\$495.00)
01-40080	General - Academic & College Support	\$35,158.13	\$0.00	\$90,000.00	\$242,826.68	\$160,000.00	151.77%	\$82,826.68
02-40000	Endowment - Interest & Dividends Income	\$0.00	\$55,948.54	\$123,750.00	\$224,740.06	\$220,000.00	102.15%	\$4,740.06
02-40075	Endowment- Scholarships Donations	\$0.00	\$28,253.10	\$56,250.00	\$205,772.48	\$100,000.00	205.77%	\$105,772.48
02-40080	Endowment- Academic and College Supp	\$0.00	\$19,140.48	\$45,000.00	\$121,867.12	\$80,000.00	152.33%	\$41,867.12
Total Revenues		\$119,406.52	\$103,342.12	\$535,218.75	\$1,052,882.50	\$951,500.00	110.66%	\$101,382.50
Expenses								
01-50000	Bank Charges and Fees	\$2,045.12	\$0.00	\$5,343.75	\$5,766.43	\$9,500.00	60.70%	(\$3,733.57)
01-50010	Conference/Training	\$0.00	\$0.00	\$1,968.75	\$4,056.43	\$3,500.00	115.90%	\$556.43
01-50015	General Fund	\$280.00	\$0.00	\$3,937.50	\$5,245.38	\$7,000.00	74.93%	(\$1,754.62)
01-50025	Contributions - Hnr. Faculty	\$0.00	\$0.00	\$1,687.50	\$0.00	\$3,000.00	0.00%	(\$3,000.00)
01-50040	Contributions to GCC Salary	\$13,519.49	\$0.00	\$29,250.00	\$27,038.96	\$52,000.00	52.00%	(\$24,961.04)
01-50050	Campus Banners	\$0.00	\$0.00	\$2,812.50	\$0.00	\$5,000.00	0.00%	(\$5,000.00)
01-50058	Retiree Recognition Event Expenses	\$684.72	\$0.00	\$2,250.00	\$684.72	\$4,000.00	17.12%	(\$3,315.28)
01-50060	El Vaquero Racquet Club	\$0.00	\$0.00	\$1,125.00	\$6,900.00	\$2,000.00	345.00%	\$4,900.00
01-50090	Golf Tournament	\$476.28	\$0.00	\$38,250.00	\$476.28	\$68,000.00	0.70%	(\$67,523.72)
01-50115	Meetings /College Tours	\$230.98	\$0.00	\$4,050.00	\$6,244.56	\$7,200.00	86.73%	(\$955.44)
01-50120	Memberships	\$150.26	\$0.00	\$1,687.50	\$2,632.26	\$3,000.00	87.74%	(\$367.74)
01-50125	Planned Giving	\$0.00	\$0.00	\$11,250.00	\$10,000.00	\$20,000.00	50.00%	(\$10,000.00)

Glendale College Foundation, Inc.

Income Statement

For the 9 months ending March 31, 2020

	General 3rd Quarter Actual	Endowment 3rd Quarter Actual	Year to Date Budget	Year to Date Actual	Annual Budget 2019-2020	Performance %	Year to Date Variance
01-50130 Printing - General	\$297.68	\$0.00	\$1,125.00	\$4,086.43	\$2,000.00	204.32%	\$2,086.43
01-50135 GCC - Public Relations	\$2,903.63	\$0.00	\$9,000.00	\$10,101.18	\$16,000.00	63.13%	(\$5,898.82)
01-50140 Foundation Public Relations	\$1,873.62	\$0.00	\$3,937.50	\$5,642.35	\$7,000.00	80.61%	(\$1,357.65)
01-50145 Supplies/Publications	\$0.00	\$0.00	\$1,687.50	\$2,483.06	\$3,000.00	82.77%	(\$516.94)
01-50150 Communication Access	\$342.74	\$0.00	\$843.75	\$1,045.63	\$1,500.00	69.71%	(\$454.37)
01-50155 Fundraising & Financial Softwa	\$2,575.00	\$0.00	\$16,875.00	\$27,198.81	\$30,000.00	90.66%	(\$2,801.19)
01-50170 General Expenses-Scholarships	\$18,650.00	\$0.00	\$28,125.00	\$39,765.00	\$50,000.00	79.53%	(\$10,235.00)
01-50175 General Fund Expenses - Academic & Col	\$64,980.34	\$0.00	\$112,500.00	\$240,969.20	\$200,000.00	120.48%	\$40,969.20
02-50000 Endowment - Investment Fees & Charges	\$0.00	\$14,224.00	\$25,312.50	\$41,778.00	\$45,000.00	92.84%	(\$3,222.00)
02-50165 Endowment Funds Expenses	\$0.00	\$0.00	\$46,125.00	\$82,000.00	\$82,000.00	100.00%	\$0.00
02-50170 Endowment Expenses -Scholarships	\$0.00	\$192,585.00	\$112,500.00	\$197,485.00	\$200,000.00	98.74%	(\$2,515.00)
02-50175 Endowment-Academic & College Support	\$0.00	\$15,969.95	\$56,250.00	\$44,316.70	\$100,000.00	44.32%	(\$55,683.30)
Total Expenses	\$109,009.86	\$222,778.95	\$517,893.75	\$765,916.38	\$920,700.00	83.19%	(\$154,783.62)
Gains							
01-70000 Realized & Unrealized Investment Gains &	(\$110,687.20)	\$0.00	\$0.00	(\$68,650.29)	\$0.00	0.00%	(\$68,650.29)
02-70000 Realized & Unrealized Investment Gains &	\$0.00	(\$1,597,125.00)	\$0.00	(\$979,482.00)	\$0.00	0.00%	(\$979,482.00)
Total Gains	(\$110,687.20)	(\$1,597,125.00)	\$0.00	(\$1,048,132.29)	\$0.00	0.00%	(\$1,048,132.29)
NET SURPLUS/(DEFICIT)	(\$100,290.54)	(\$1,716,561.83)	\$17,325.00	(\$761,166.17)	\$30,800.00	(2,471.32)%	(\$791,966.17)

	2019-20		Glendale College Foundation								
			Monthly Report of Donations/Distributions								
Donations											
	General Funds		Designated Funds		Endowment Funds		Monthly Totals		Total Cumm. Donations		
	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	
July	8,505	2,855	3,793	52,316	51,692	79,323	63,990	134,494	63,990	134,494	
August	20,853	5,800	22,915	39,894	565	102,960	44,333	148,654	108,323	283,148	
September	23,225	9,400	11,962	4,507	8,960	3,160	44,147	17,067	152,470	300,215	
October	33,345	8,505	5,587	36,103	2,492	37,798	41,424	82,406	193,894	382,621	
November	19,145	2,474	13,344	27,888	53,122	14,922	85,611	45,284	279,505	427,905	
December	4,675	14,045	36,373	60,088	70,917	39,458	111,965	113,591	391,470	541,496	
January	34,024	70	4,351	32,086	2,094	1,957	40,469	34,113	431,939	575,609	
February	24,725	20,005	16,884	21,644	11,208	12,604	52,817	54,253	484,756	629,862	
March	47,174	17,635	62,083	19,683	5,385	27,132	114,642	64,450	599,398	694,312	
April	30,465		12,489		8,183		51,137	-	650,535		
May	17,201		21,661		12,030		50,892	-	701,427		
June	79,485		19,847		3,132		102,464	-	803,891		
Total	342,822	80,789	231,289	294,209	229,780	319,314	803,891	694,312	803,891	694,312	
Disbursements											
	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	2018/19	2019/20	
July	38,015	27,281	4,532	7,358	1,119	239	43,666	34,878	43,666	34,878	
August	25,081	21,077	24,180	69,702	8,300	-	57,561	90,779	101,227	125,657	
September	12,392	14,277	14,999	52,539	4,308	388	31,699	67,204	132,926	192,861	
October	49,423	23,178	39,850	13,160	14,133	594	103,406	36,932	236,332	229,793	
November	4,947	2,268	15,908	19,538	16,420	4,420	37,275	26,226	273,607	256,019	
December	3,809	16,417	11,328	24,897	3,345	3,115	18,482	44,429	292,089	300,448	
January	36,320	18,623	62,518	38,999	8,378	5,796	107,216	63,418	399,305	363,866	
February	17,602	7,229	8,076	28,459	108,633	170,680	134,311	206,368	533,616	570,234	
March	33,294	5,376	38,022	8,672	19,472	7,502	90,788	21,550	624,404	591,784	
April	9,452		43,880		10,594		63,926	-	688,330		
May	12,797		33,535		12,265		58,597	-	746,927		
June	78,535		12,740		11,009		102,284	-	849,211		
Total	321,667	135,726	309,568	263,324	217,976	192,734	849,211	591,784	849,211	591,784	

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

INFORMATIONAL REPORT NO. 6

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Michael Ritterbrown, Vice President of Instructional Services

PREPARED BY: Tom Voden, Math Instructor and Guided Pathways Instructional Coordinator, Liz Russel, Math Division Chair, Sarah McLemore, English Division Chair, Glenn Gardner, Credit ESL Division Chair and Math Faculty, Michael Davis

SUBJECT: STUDENT SUCCESS ACT (AB705) UPDATE

DESCRIPTION OF HISTORY / BACKGROUND

Report submitted for informational purposes.



AB705 Implementation Update

Glendale College Board of Trustees Meeting 5.19.2020

English, Credit ESL, & Mathematics Divisions
Glendale Community College



AB 705 – A Summary

- By the fall of 2019, colleges must have re-engineered their local assessment practices to utilize high school performance (GPA, course history) as the primary vehicle for placement recommendations and **discontinue** the use of standardized placement tests for math and English.
- Implementation for ESL is one year later, fall of 2020.
- Requires that a community college district or college maximize the probability that a student will enter and complete transfer-level coursework in English and math within a one year timeframe (ESL students have 6 semesters).
- Under AB 705, colleges are prohibited from placing students into a pre-transfer course in mathematics or English unless the following conditions exist:
 - Students must be highly unlikely to succeed in the transfer-level course AND
 - Enrollment in the pre-transfer course will improve the students' likelihood of completing the transfer-level course in a one-year time frame.

Timeline/History

Timeline

January 1, 2018 - AB 705 Passes

2016-2017

July 2017

Fall 2017

Spring 2018

Placement

English and Math re-Engineered Placement process to utilize MMAP for student placement

Implemented MMAP Placement for English and Math -- GPA and placement test used disjunctively

Curriculum

Re-Design of Developmental Curriculum in both English and Math

Experimenting/Piloting English and Math curriculum and continuing redesign efforts

Experimenting/Piloting curriculum and beginning COR approval process.

Informing Campus Community of new Developmental Sequences.

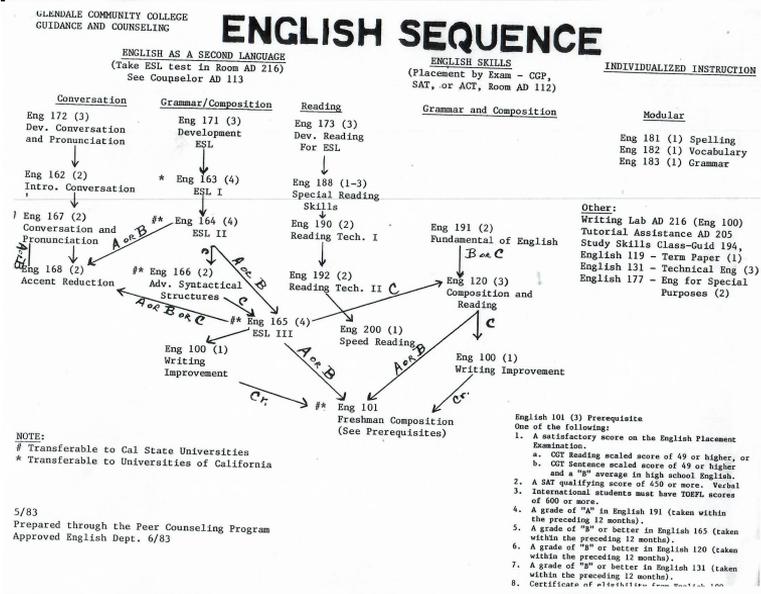
July 2018: AB 705 Implementation Memo: Full implementation for English and Math by Fall 2019; full ESL implementation by Fall 2020

Timeline

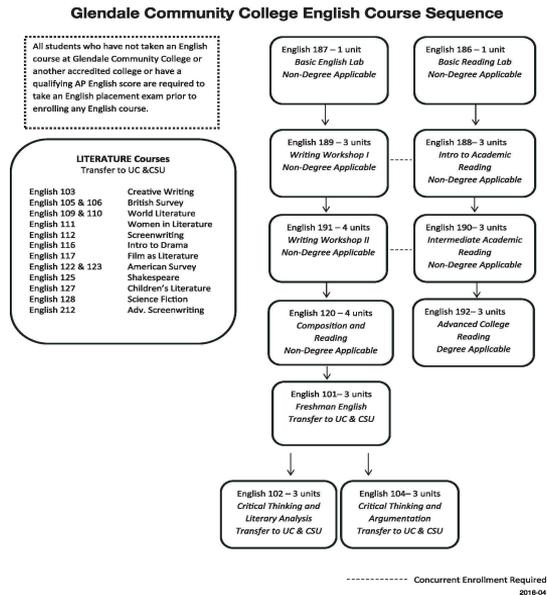
Fall 2018	Spring 2019	Fall 2019	Spring 2020
Placement			
<p>Modified the MMAP rubric to align with AB705 Implementation Guidelines. Developed a placement tool for students without applicable HS data (GPS).</p>	<p>Implemented new MMAP process for E-CAP. Generated updated placement for all existing students. Implemented the new GPS placement tool. ESL begins working on their placement plan.</p>	<p>Monitoring effects of new English/Math placement process. Development of new ESL GPS.</p>	<p>Launch of new GPS for ESL. Research impacts of re-engineered placement on disproportionately impacted students.</p>
Curriculum			
<p>New courses moving through local C&I and State approval process.</p> <p>Informing campus community of upcoming changes.</p>	<p>Small scale pilots of new curriculum.</p> <p>Scheduled full-implementation for Fall 2019. Concerted efforts to inform all stakeholders of upcoming changes. Professional development to prepare faculty.</p>	<p>Full-scale implementation of new English and Math curriculum. Struggling to support students and faculty. Coping with how it impacts other disciplines.</p>	<p>Pilots of courses with embedded tutoring. Adjust and revise new curriculum. Examine equity gaps in course success. Guided Pathways AB 705 Workgroup formed.</p>

Curriculum Changes

Previous Developmental English Sequence

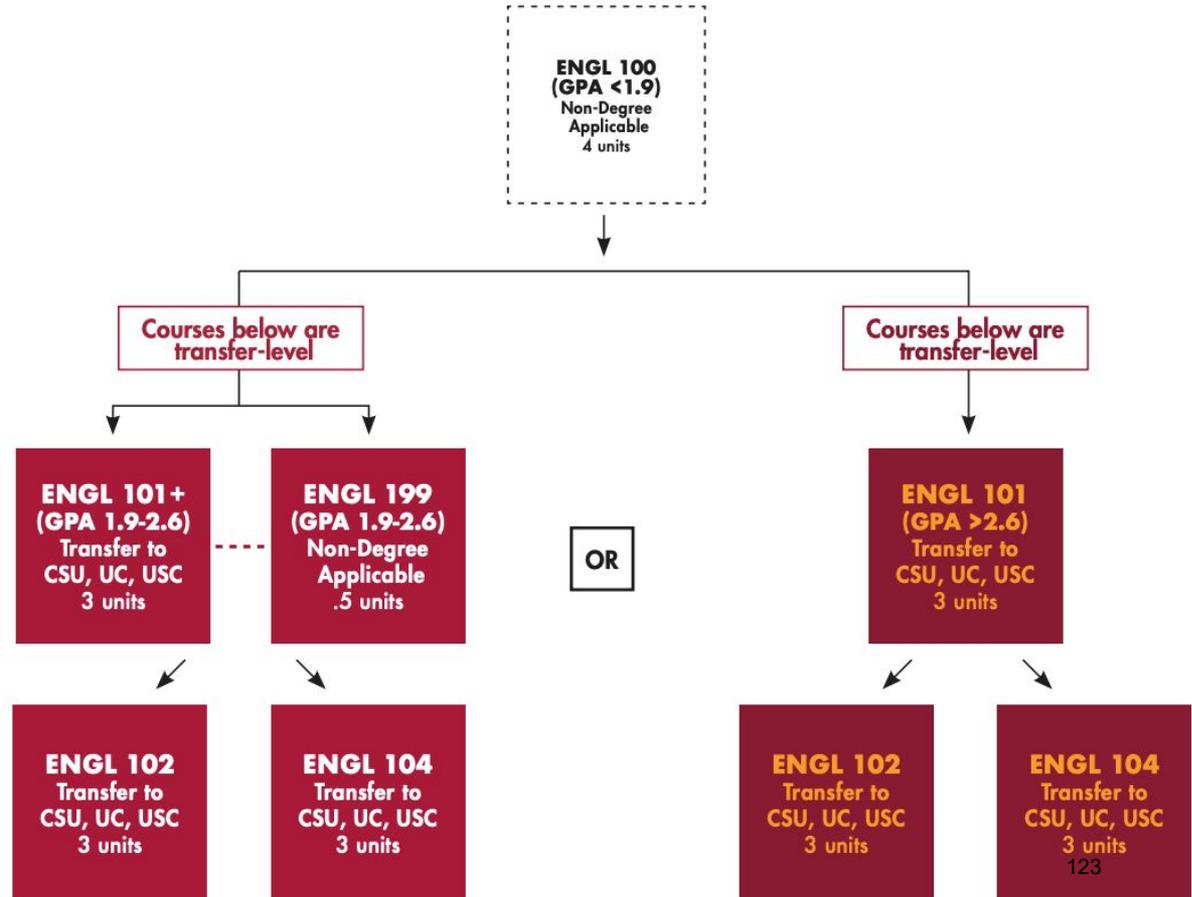


English Sequence in 1983



English Sequence in 2017

Current (New) English Sequence

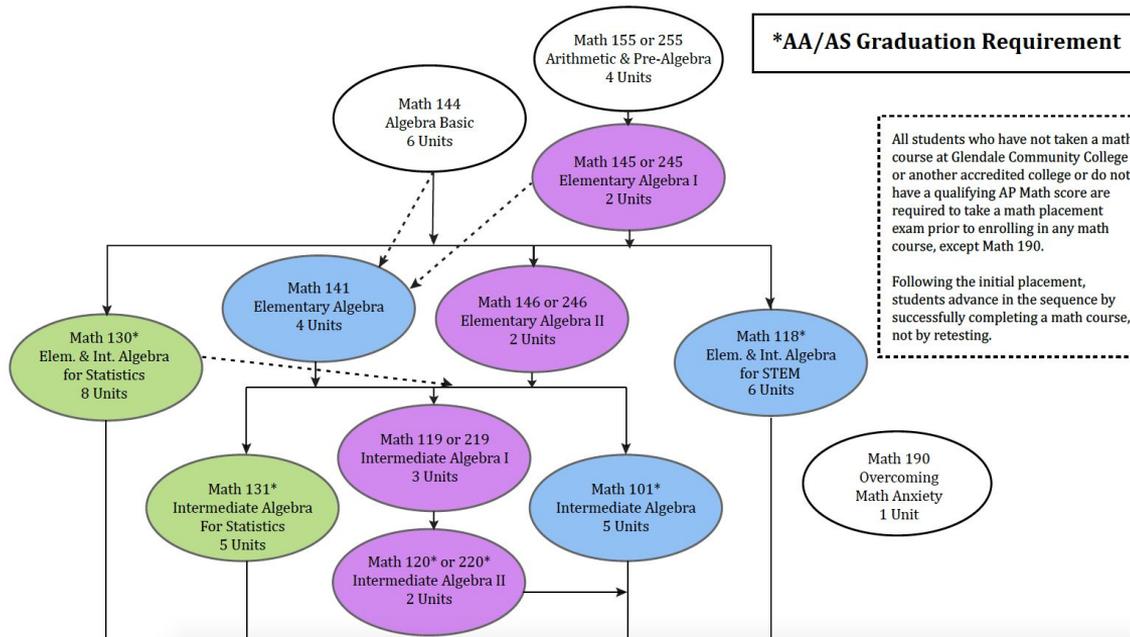




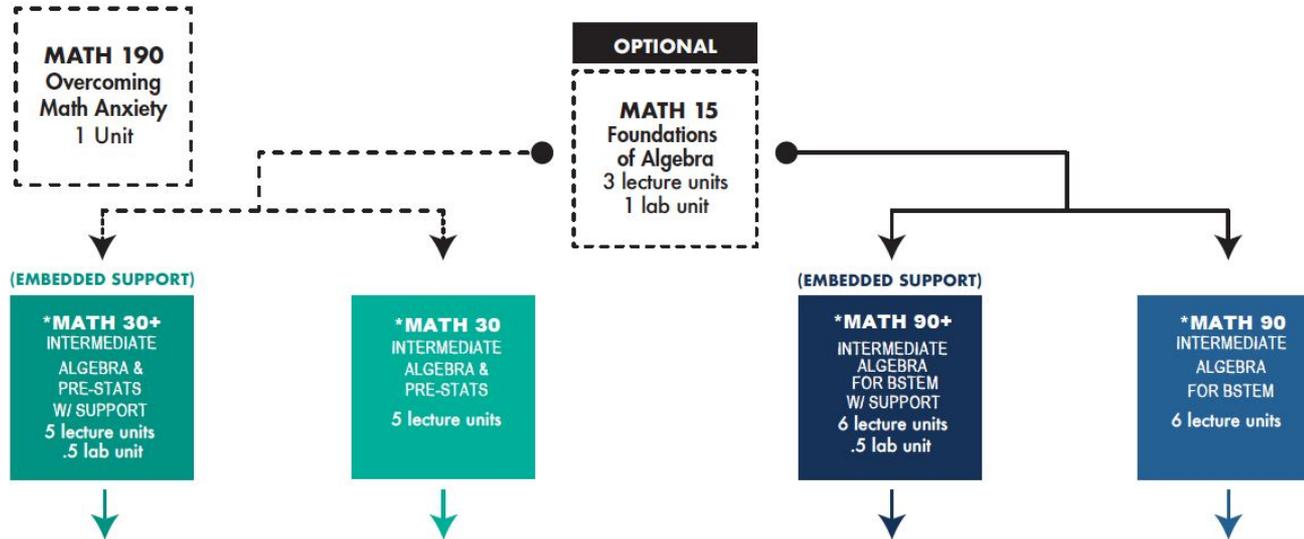
New English Curriculum

- We offer English 100, one level below transfer, to prepare students for transfer level courses (4% of English enrollments in Spring 2020)
- We have a path for any student to get through transfer level English (English 101/English 101+) within 2 semesters. 96% of students in Spring 2020 enrolled in transfer level English.
- We offer English 101 and English 101+ (English 101+ embedded support)
- English 101 emphasizes writing, critical reading, and research. English 101+ includes additional lab time to practice writing and critical reading skills. Affective domain and active learning are emphasized in both courses.
- Early reports suggest that some students require additional support and learning opportunities below English 100.

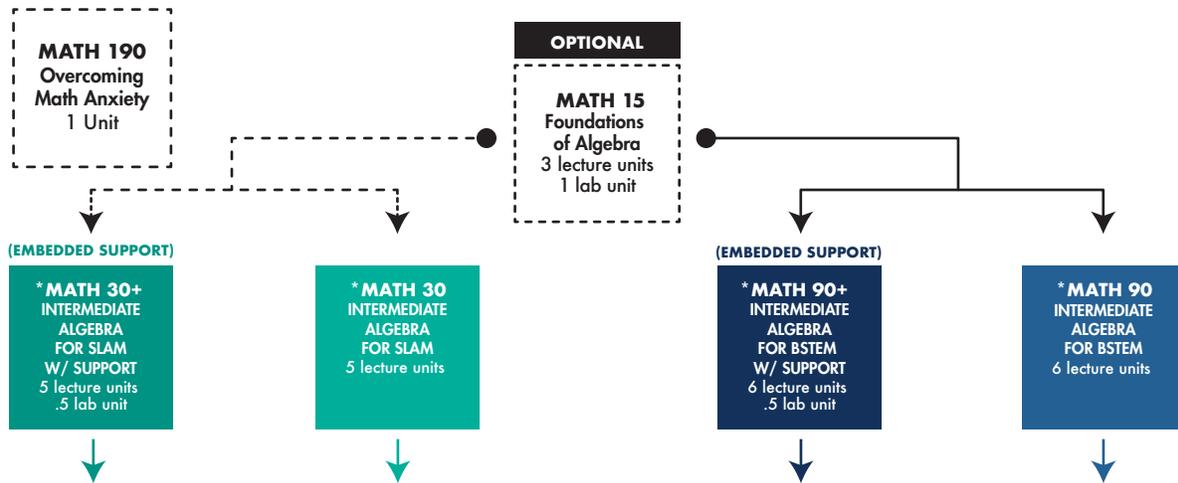
Previous Developmental Math Sequence



Current (New) Developmental Math Sequence

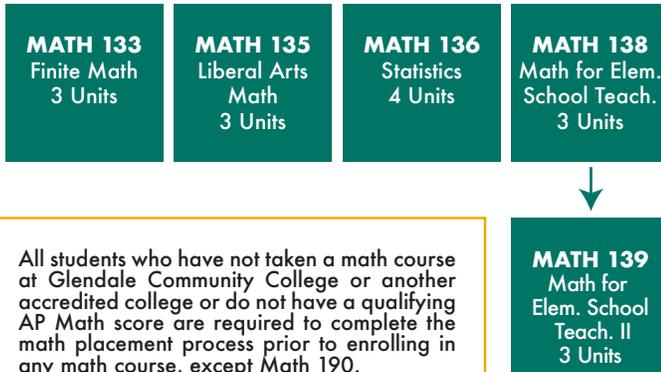


GLENDALE COMMUNITY COLLEGE MATH SEQUENCE CHART

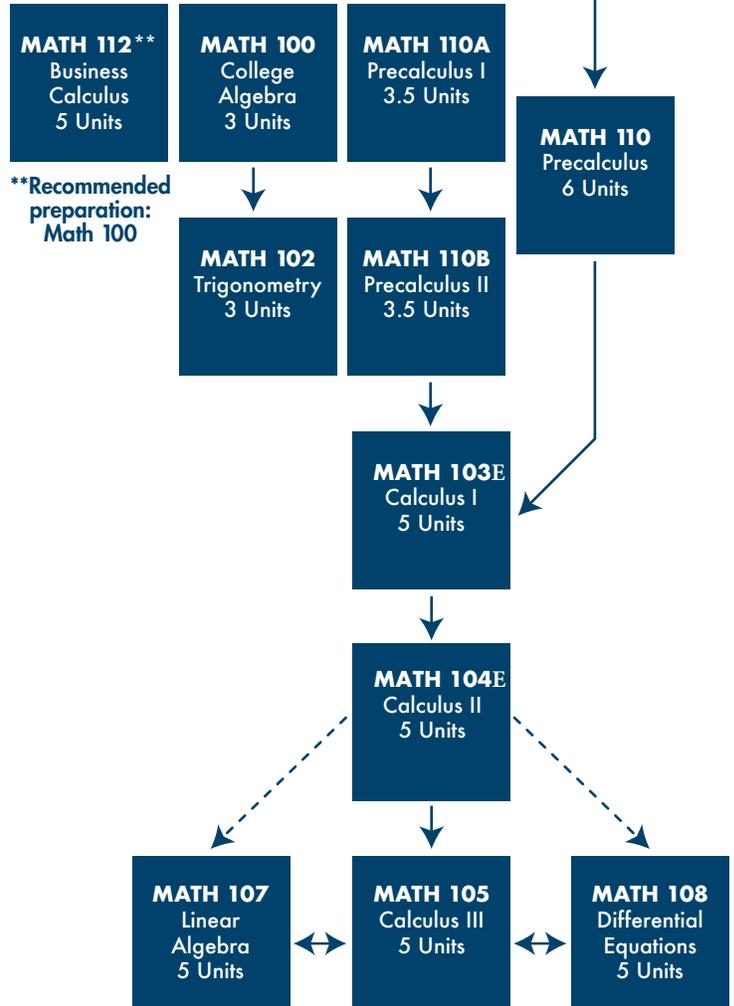


The courses below are all transfer-level math courses. Check with your counselor to see what is required by your target four-year school for your degree program. Up-to-date UC and CSU transferability information can be found online at www.assist.org

SLAM TRANSFER-LEVEL STATISTICS AND LIBERAL ARTS MATH



BSTEM TRANSFER-LEVEL BUSINESS, SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH



All students who have not taken a math course at Glendale Community College or another accredited college or do not have a qualifying AP Math score are required to complete the math placement process prior to enrolling in any math course, except Math 190.

Following the initial placement, students advance in the sequence by successfully completing a math course.

1. Dashed lines indicate acceptable, but not recommended paths.
2. Math 102 is not UC transferable.
3. Math 138 and Math 139 are UC transferable with maximum credit of one course but do not satisfy IGETC.
4. Math 105, 107, and 108 can be taken in any order or concurrently.
5. Only two attempts are allowed in Math 110. To complete the sequence, students with two unsuccessful attempts (grade of W, D, F, or NP) will be required to take the two-semester version of equivalent course.
6. Math 90 and Math 90+ satisfy the pre-requisite for SLAM transfer-level courses.

*AA, AS Graduation Requirements



New Math Curriculum

- One level below transfer, to prepare students for transfer level courses.
- We have a path for any student to get through transfer level Math within 2 semesters.
- All Math courses one level below transfer include affective domain content.
- Active learning is emphasized.
- We have courses with embedded support both one level below transfer and at the transfer level:
Math 136+, Math 112+, others currently in development.



AB 705 for Credit ESL Programs

ESL instruction is distinct from remediation in English -- ESL students are foreign language learners who need:

- additional language training in English,
- support to successfully complete degree and transfer requirements in English,
- or both of the above

AB 705 Recommendations for ESL Curriculum -- All are already in place at GCC

- Review currently offered credit ESL curriculum and consider integrating skills (e.g. grammar/writing, reading/writing, or reading/writing/grammar)
- Develop ESL pathways that transition students from the highest levels of credit ESL coursework directly into transfer-level English rather than into developmental English courses
- Maximize the probability that students will enter and complete transfer-level English in six semesters



Synergy Between Credit English & ESL Programs

- In Fall 2020 one section of ENGL 101 will be taught by instructors with dual Faculty Service Areas in English and ESL. The course will focus on supporting English language learners needing support in their writing.
- English instructors use diagnostic writing (a.k.a. “First week writing”) to help recognize students who may benefit from specific learning center workshops and tutoring support. English instructors will also be able to refer students to late-start, online grammar and writing courses for English language learners taught by faculty in Credit ESL.
- The English and Credit ESL Divisions are collaborating on workshops for instructors that will help identify the specific needs of ESL students in composition classes and how to better address those needs.

Re-engineered Placement



Two Placement Tools for Math & English

MMAP - Based on HS GPA and Courses

- Based on AB 705 Rubric
- Applies to students that graduated from a California High School within the last 10 years

GPS - Guided Placement Survey

- Places students that do not meet the criteria for MMAP placement
- Over 30% of GCC students are placed into Math and English by the GPS



English & Math MMAP Implemented in 2 Phases

July 2017

- Implemented according to state recommendations based on 70% success rate.
- Student received the higher of existing placement test or MMAP placement.

March 2019

- Implemented according to AB 705 rubric based on 40% success rate.
- No more tests, MMAP placement for all eligible students.



Students complete a survey that includes HSGPA consideration

How long have you been out of high school? *

(Please do not count or include summer.)

3-4 years



High School GPA

What was your cumulative unweighted high school grade point average (GPA)? Please enter a number between 0.00 and 4.00. *

If unsure, please estimate. If you are still in high school, enter your cumulative unweighted GPA as of the end of 11th grade.

Your answer

134



The GPS includes info about course content

Please read the following essay topic based on the previous sample reading, and answer the question that follows.

In “Journey Beyond the Stars,” one of Sawhney’s main points is that L.A. is portrayed in specific ways through mainstream or commercial texts. He writes, “Though a common dialogue, collective vision, and shared perspective may not be present in contemporary Los Angeles, the city nevertheless sells itself extremely well” (7). To support this claim, he also offers examples of how L.A. has, historically, “sold” itself.

In a thesis-driven and well-organized essay, respond to the following question: How does Los Angeles sell itself today through commercial texts, and what important elements of the city do these commercial representations leave out?

This is the kind of writing you would be asked to do in English 101+ or English 101. How confident do you feel in your ability to write an essay responding to this topic? *

Now that you have answered the previous questions and seen sample readings, assignments, and writing, which class would you choose to take? *

- English 100 || English 100 helps students practice the basics of college-level reading, summary, and argum...
- English 101+ || English 101+ prepares students for writing in the university. Students practice critical thinki...
- English 101 || English 101 prepares students for writing in the university. Students practice critical thinking,...



ESL Placement

- Timeline set by Chancellor's Office is one year later than Math & English
- No GPA placement rules established for ESL
- Currently testing prototype GPS tool, which is responsive to CO recommendations (Memo AA19-20):
 - Some high school senior English language learners (ELLs) may indeed be ready for mainstreaming into transfer-level English
 - Includes a process that determines whether a student will benefit from proceeding into transfer-level English
 - Maintain a designated space where students may engage this process
- Full-scale switch from ESL placement test to GPS tool is planned for July 2020 (when current placement test has expired)



The ethos of GPS at GCC: let's welcome students, provide them with clear options, and encourage them to make the best choice

GPS forms are designed to encourage students to feel positive and empowered as well as clear about their options.

GPS are designed to be relevant to local English, Math, and ESL curriculum and include real examples of student writing and math student will do in their classes.

GPS forms are designed to flow between disciplines so students don't get stuck in ESL (or English!)



Try GCC's GPS for yourself!

[Math GPS Form Demo - bit.ly/GPSdemo-Math](https://bit.ly/GPSdemo-Math)

[English GPS Form Demo - bit.ly/GPSdemo-English](https://bit.ly/GPSdemo-English)

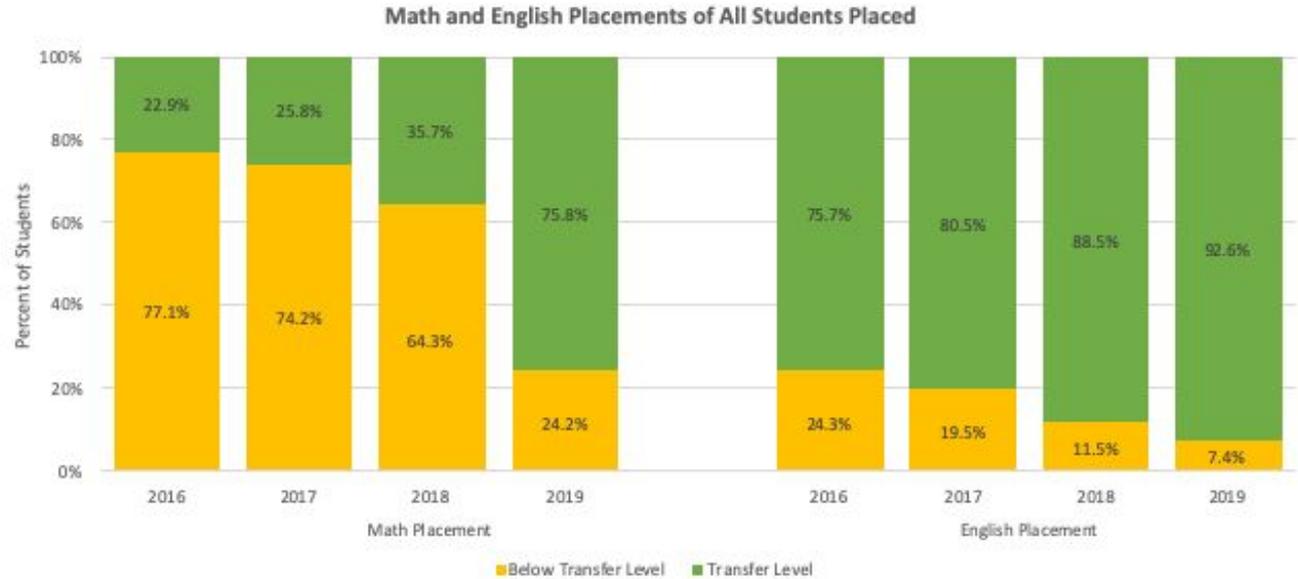
[Credit ESL GPS Form Demo - bit.ly/GPSdemo-ESL](https://bit.ly/GPSdemo-ESL)

Please enter your email address in the survey form to get the automatic email response.

Impact of Placement and Curriculum Changes

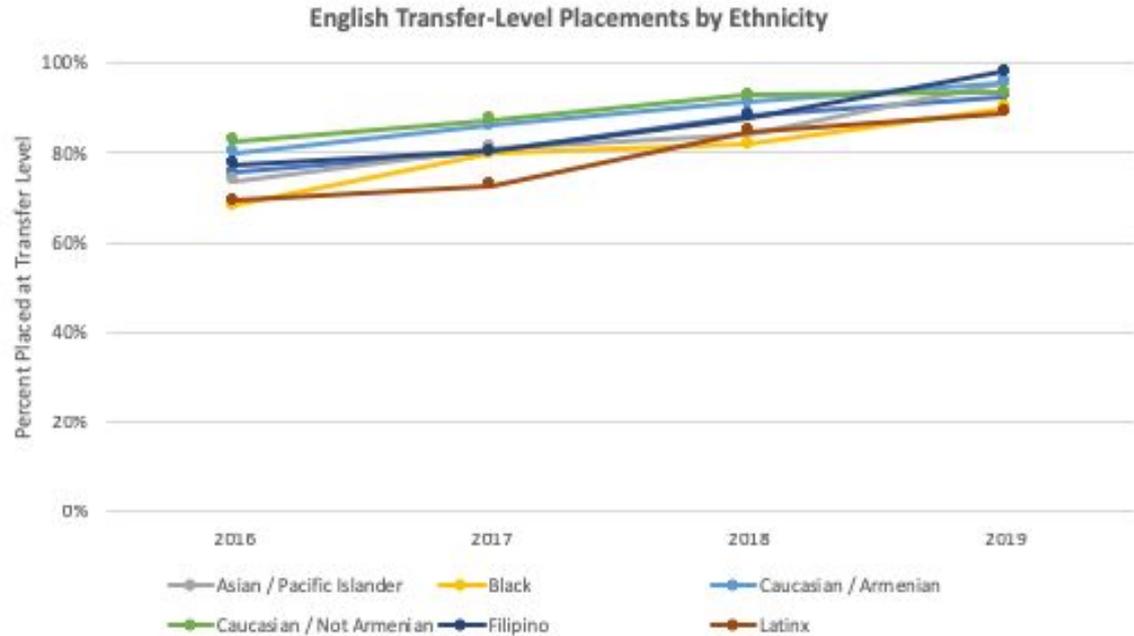
Placement

More students are placing into transfer-level Math and English



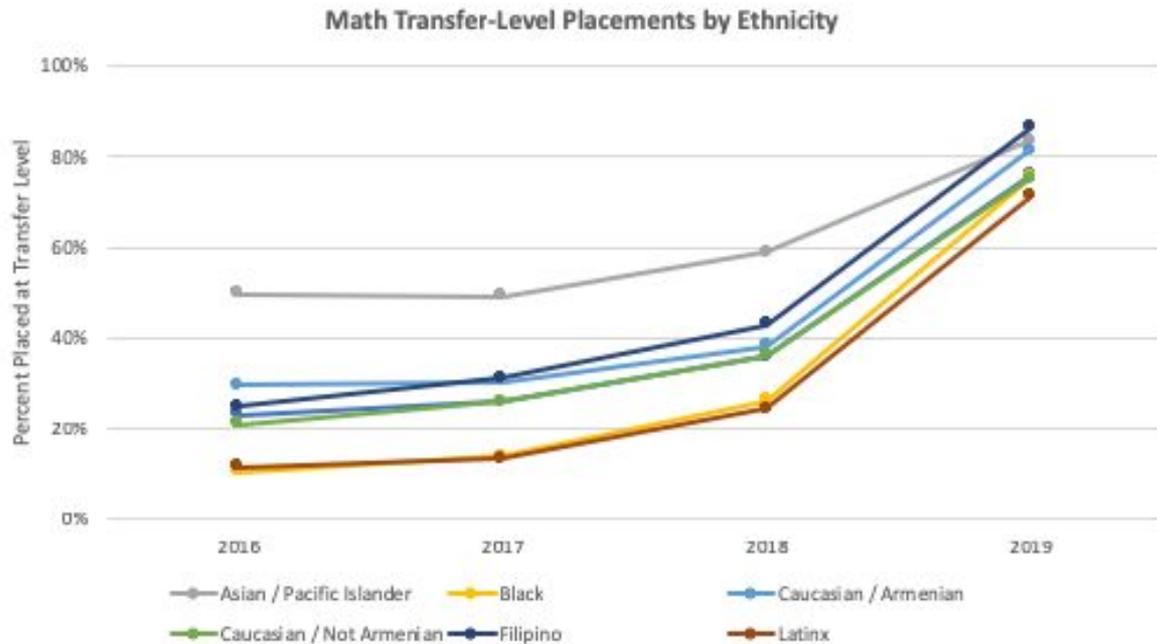
English Placement

Equity gaps narrowed

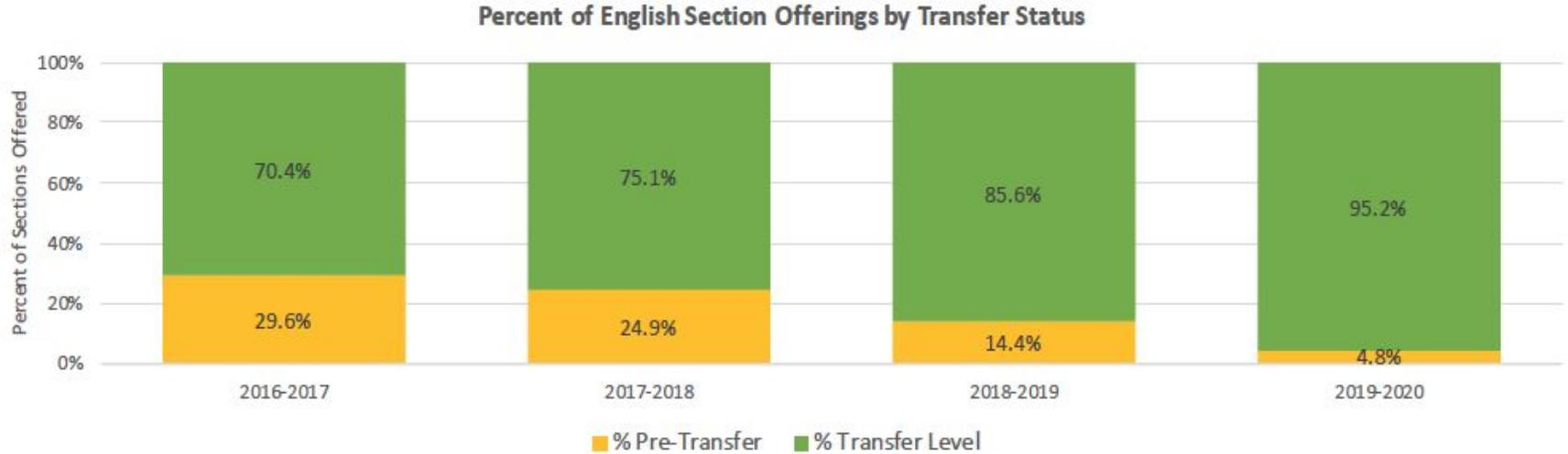


Math Placement

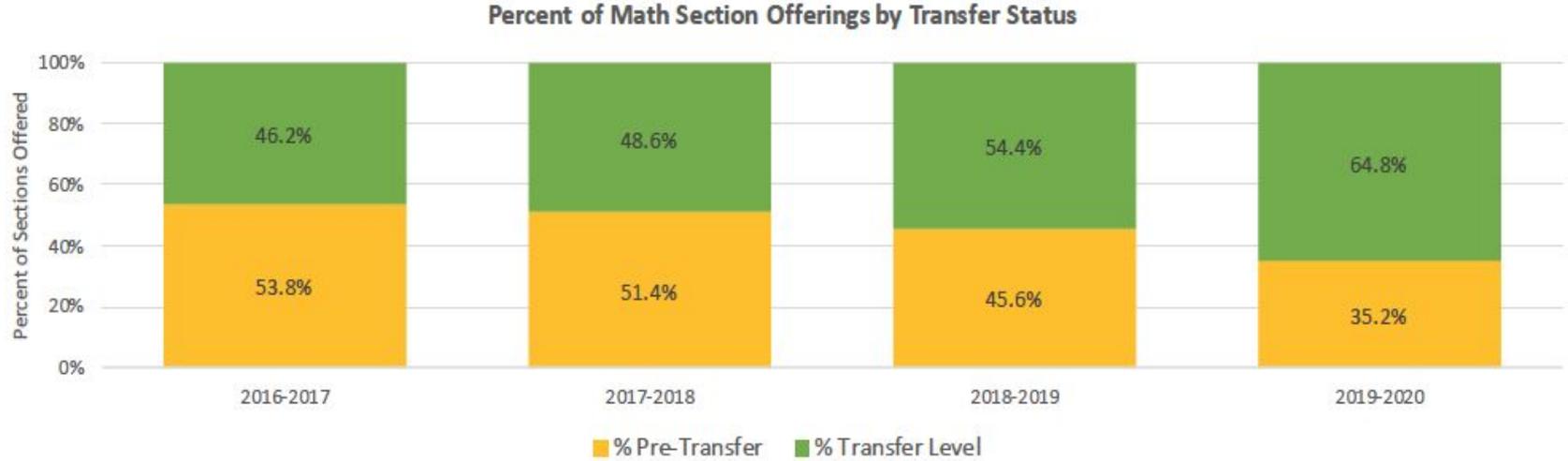
Equity gaps substantially narrowed



English Courses Offered Trend



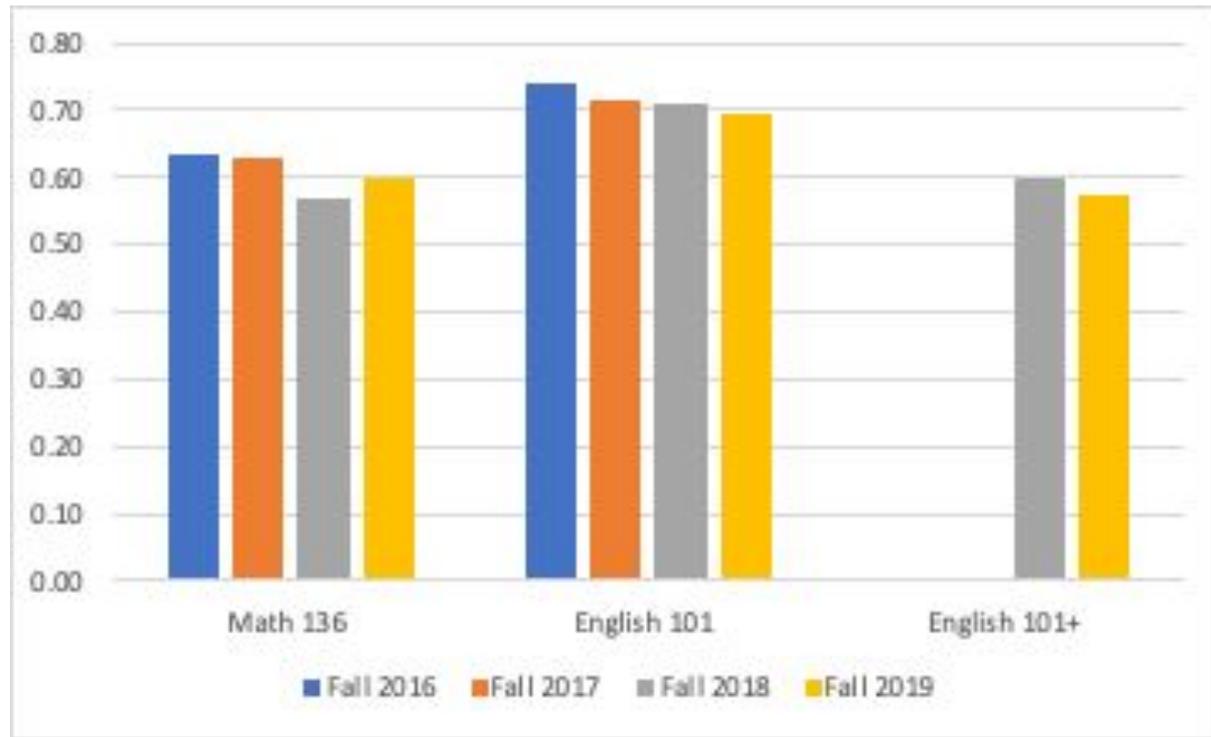
Math Courses Offered Trend



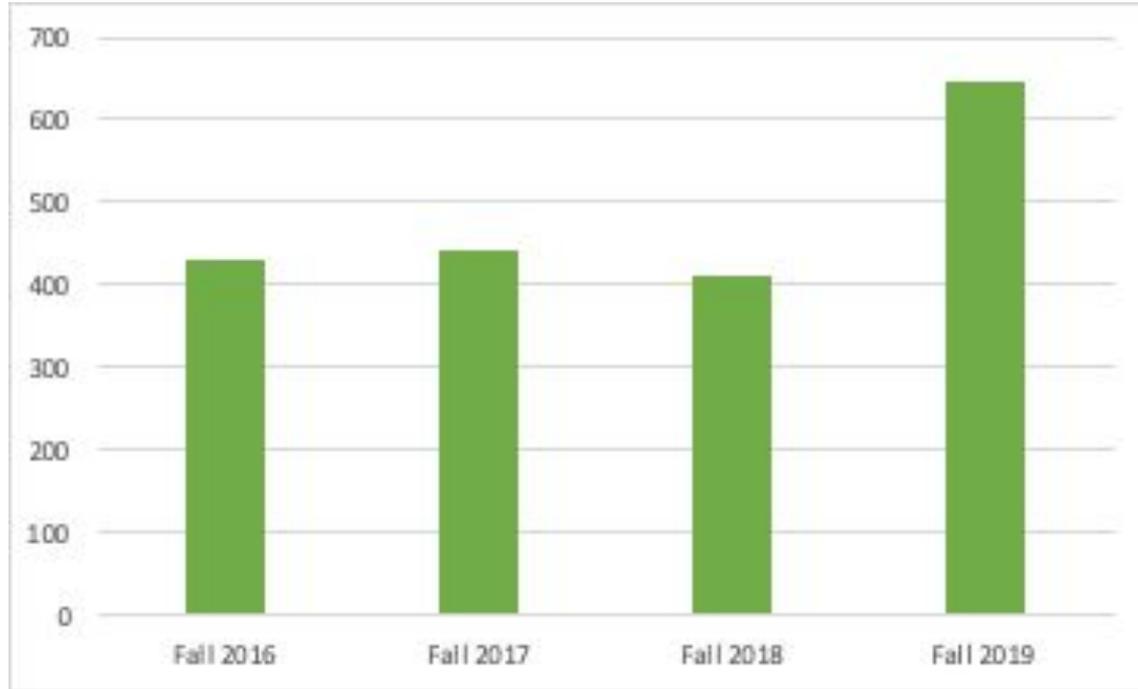


Success Rates

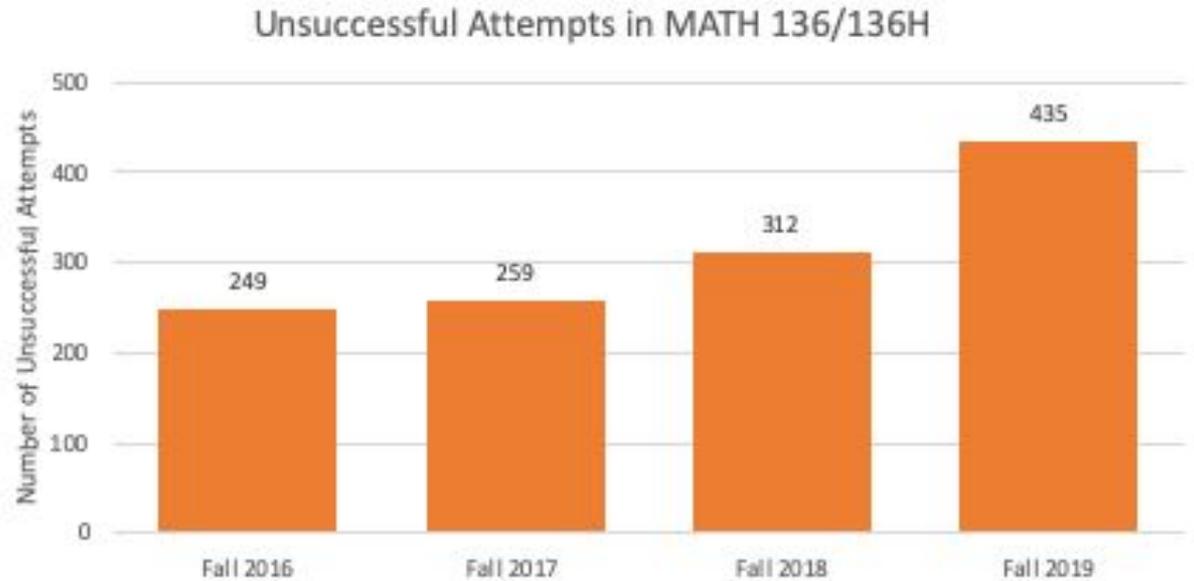
Transfer-level



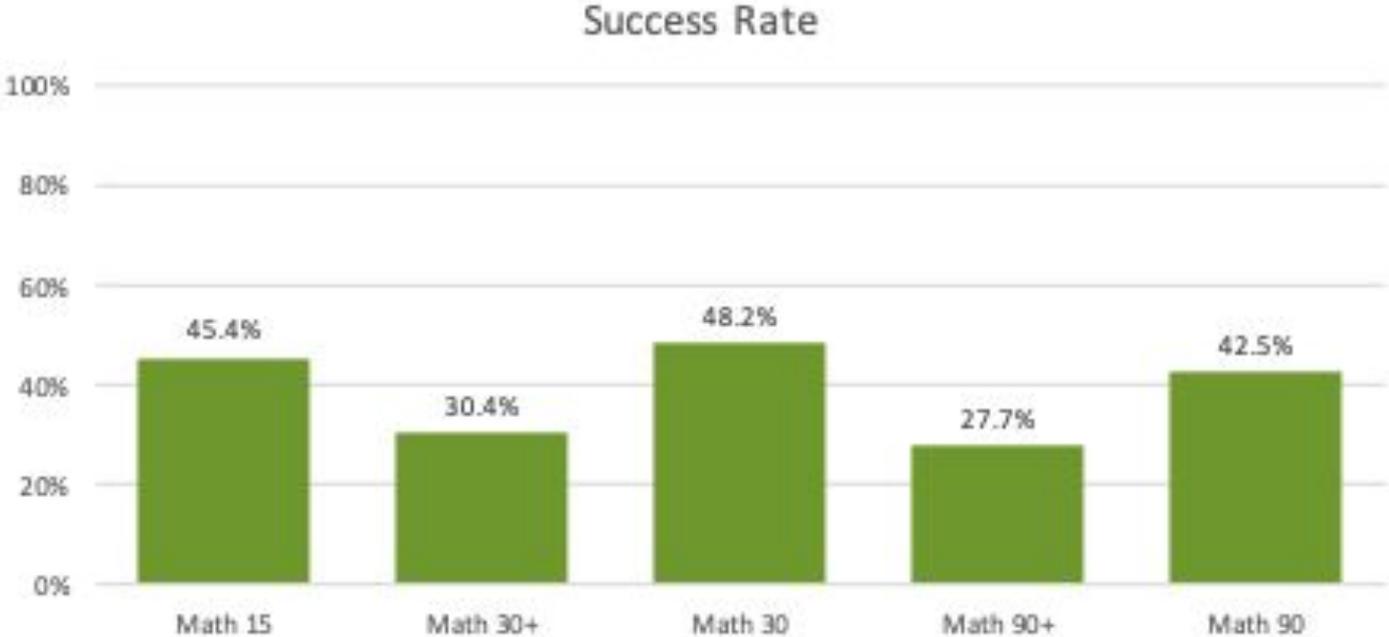
Number of Students Passing Math 136



Although success rates are relatively flat, more students are failing transfer level math



Success Rates - One Level Below Transfer (Math)



Take Aways



Evaluation of Effectiveness

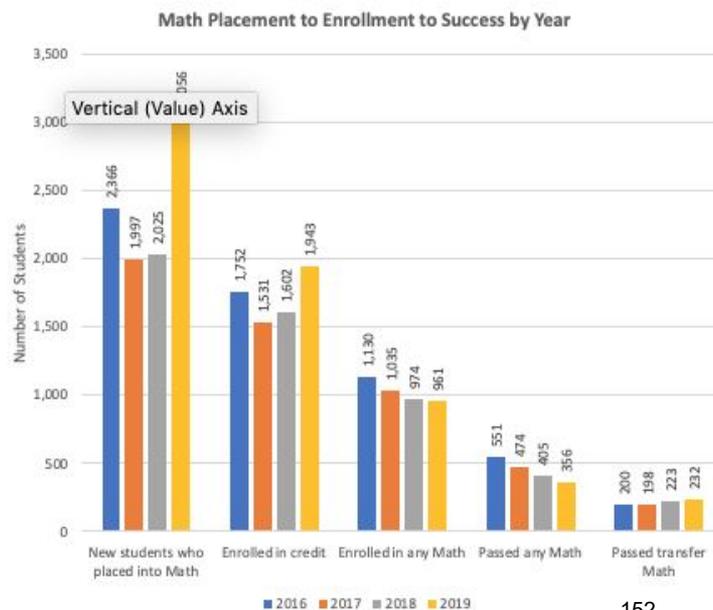
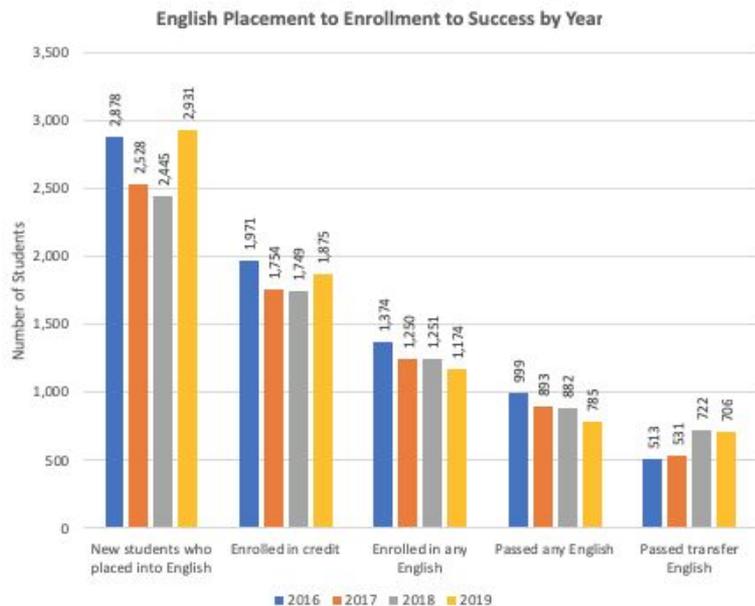
- Cohort tracking by placement level for transfer-level completion rates in English and Math (will need to meet or exceed throughput rates published by the Chancellor's Office)
- Qualitative survey of English, Math, and ESL students and faculty to measure perception of under-placement and over-placement
- Disaggregated data analysis to measure any equity gaps by placement by either GPA or GPS
- Retreat, Curriculum Workgroup, and Community of Practice discussions centered on student learning outcomes (SLO) data and qualitative and quantitative data



AB705 Concerns

- Accepting lower success rates (or higher failure rates)
- Decreasing opportunities for students to major in STEM
- Limiting access to adult re-entry students and part-time students
- Equity issues
- Teaching to students with a higher variation of skill-sets in a class of 40
- Challenge of placing students into the right course with the right support
- Lack of College planning to address concerns and support professional development and faculty inquiry around emerging questions and concerns
- Need for College plan to increase enrollment of eligible students into Math and English transfer-level courses

Placement to Enrollment to Success



Initial Efforts to Support Faculty and Students

- Faculty affective domain training
- Communities of Practice, Curriculum Workgroups, book groups, and GP AB705 Workgroup
- Conference attendance
- Increased collaboration among English, Math, and ESL faculty
- Embedded tutoring and PD that includes student voices

Academic Counseling Support for Students Taking an English Course

Baharah is a counselor on campus who is available to help all students but who is embedded in the English Division. She has a strong knowledge of the English curriculum as well as career and transfer information.

Reach out to say hi or contact her with questions at:
Baharah Behedht,
bbehesht@glendale.edu

Baharah has regular office hours to work with students in her office in EB 203.
Tuesdays and Thursdays: 9am-6:30pm
Fridays: 9am-2pm
Ext. 5343

Spring 2020 English Community of Practice (CoP) Meetings

DE Committee
Location: SV 228
Time: 12:30 PM – 1:30 PM
Thursday, March 26, 2020
Friday, April 3, 2020
Thursday, April 30, 2020
Thursday, May 28, 2020

English 101
Location: SV 105
Time: 12:20 PM – 1:30 PM
Days: Wednesday, March 4, 2020
Wednesday, April 1, 2020
Wednesday, May 6, 2020

English 101+
Location: SV 105
Time: 1:30 PM – 2:30 PM
Monday, February 24, 2020
Monday, March 9, 2020
Monday, March 23, 2020
Monday, April 6, 2020
Monday, April 20, 2020
Monday, May 4, 2020
Monday, May 18, 2020
Thursday Reading: 8:00 AM - 9:00 PM
Thursday June 11, 2020

Reading Apprenticeship Community of Practice Kick Off Event
Friday, May 22, 2020
9:00 AM - 1:00 PM

Zoom link with the event at the bottom email.

THANK YOU!!

For follow-up, please feel free to reach out to:

- Sarah McLemore, English Division Chair
- Liz Russell, Math Division Chair
- Glenn Gardner, Credit ESL Division Chair
- Michael Davis, Math Faculty
- Tom Voden, Math Faculty

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

UNFINISHED BUSINESS REPORT NO. 1 – SECOND OF TWO READINGS – ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

PREPARED BY: Victoria Simmons, Vice President, Human Resources

SUBJECT: DISTRICT REOPENERS FOR THE 2018-2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND GLENDALE COLLEGE GUILD, LOCAL 2276, AMERICAN FEDERATION OF TEACHERS

DESCRIPTION OF HISTORY / BACKGROUND

The following information represents the District's reopeners for year three of the three-year Collective Bargaining Agreement between the District and the Glendale College Guild, Local 2276, American Federation of Teachers, July 1, 2018 through June 30, 2021.

District Reopeners

1. **Article XI – Health and Welfare** –The District has an interest in exploring entry into benefits joint powers authority or health benefit trust and related benefit plan offerings.
2. **Article IX – Evaluation Procedures** – The District has an interest in clarifying the timelines delineated in the evaluation procedures.

Mutual Reopeners Pursuant to Article XV – Duration, Termination and Negotiation

1. **Article VIII – Salaries** (and related appendices)

Additional Mutual Reopeners

1. **Appendix C - Work Year – 2020-2021**

FISCAL IMPACT

To be determined.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees conduct the second of two readings for board action on the proposed reopeners to the 2018-2021 Collective Bargaining Agreement between the District and Glendale College Guild, Local 2276, American Federation of Teachers.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

UNFINISHED BUSINESS REPORT NO. 2 – SECOND OF TWO READINGS – ACTION

TO: Board of Trustees

SUBMITTED BY: Anthony Culpepper, Executive Vice President

SUBJECT: ISSUANCE OF GLENDALE COMMUNITY COLLEGE DISTRICT 2016
MEASURE GC GENERAL OBLIGATION BONDS, SERIES B

DESCRIPTION OF HISTORY / BACKGROUND

An election was held in the Glendale Community College District on November 8, 2016 for the issuance and sale of general obligation bonds (“Bonds”) of the District for various purposes in the maximum amount of \$325,000,000 (the “Measure GC”). The District previously issued Series A bonds under Measure GC at \$122 million.

Since the issuance, the District has expended \$79.5 million of the \$122 million of Series A bonds. Cash flow projections show an additional \$44 million will be spent by the end of 2020 for Board approved projects.

<u>Approved Projects for Measure GC</u>	<u>Budgeted</u>	<u>To Date</u>
Athletics and Kinesiology Expansion/Seismic	\$44,000,000	\$18,150,163
New Science Building & Ancillary Projects	92,900,000	348,491
Central Plant #1 Expansion	5,625,000	0
Instructional Building and Conference Center	75,000,000	96,000
Administration Building for Human Resources	820,000	846,761
San Rafael Renovations- Second Floor	3,100,000	592,802
San Gabriel First Floor - DSPS Office Space	1,500,000	64,917
Welding Lab Alteration, Aviation Arts Building	4,315,000	554,485
Garfield Campus Property Acquisition & Parking	35,000,000	27,477,470
Garfield Campus Mariposa Renovations	4,000,000	156,248
San Gabriel Second Floor Renovations/Math	6,500,000	0
Montrose Campus (PDC/Citibank)	26,000,000	3,547,700
Centralized Storage Building	2,000,000	0
Safety and Security	4,135,000	318,154
Technology	4,500,000	2,819,087
Minor Capital Projects	1,000,000	0
Classrooms/Lab Renovation Projects	7,000,000	4,613,368
Infrastructure	6,600,000	15,577,522
Energy Conservation	2,525,000	468,170
Fire Academy Project	1,100,000	815,000
Legal Contingencies	10,000,000	0
Total	\$337,620,000	\$79,509,338

The District now plans to issue its second and final series of Bonds under Measure GC in an amount not-to-exceed \$203,000,000.

The District is considering the issuance of Government Obligation Bonds that include current interest bonds, as well as bonds that allow for the compounding of interest, including capital appreciation bonds. The Bonds are being authorized for sale for the purpose of providing funds to finance projects approved by Measure GC and to pay the costs of issuing the Bonds.

Current Interest Bonds (CIBs) are paid from property taxes assessed the owners of property within the Glendale Community College District boundaries. They are issued in sales to investors and the revenue from the sales must be used to pay for designated capital projects. CIBs require regular interest payments throughout the life term of the bonds until maturity (25-30 years). Those interest payments come from the taxes paid by local property owners. Under Federal law the District may not use the proceeds for arbitrage purposes and must expend the proceeds within a three-year period or face penalties.

Capital Appreciation Bonds (CABs) also are paid from property taxes. They are bonds that compound the interest year over year with no interest and/or principal payments due the investors until the final maturity date. CABs allow for less pressure on cash resources during the life term of the bond, however, this flexibility results in a higher interest price paid the investors which results in a higher cost to the taxpayers. The District can invest the proceeds from the bond sales and annual property tax revenues received under guidelines of the State Treasurer. There is no restriction on how quickly the District must spend the money for the Measure GC capital projects which provides more flexibility to the District as it addresses planning and construction of Measure GC projects.

LEGALLY REQUIRED DESCRIPTIONS OF ACTION TO BE TAKEN

Pursuant to California Education Code Section 15146(b)(2), enacted by California Assembly Bill 182 (Stats. 2013, Chapter 477) and effective as of January 1, 2014, the Resolution and materials included in this agenda item are to first be publicly noticed as an information item at this April 21, 2020 Board meeting. At the Board's next consecutive meeting, currently scheduled for May 19, 2020, the attached Resolution and materials will be publicly noticed as an action item for consideration by the Board.

(a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$203,000,000). Section 4 of the Resolution states the maximum underwriter's discount (0.4%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to RBC Capital Markets LLC (the "Underwriter").

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves form of the Preliminary Official Statement, which will be on file at both the April 21st and May 19th Board meetings. The Preliminary Official Statement (the "POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances.

(e) Requirements of Education Code Section 15146(b) and 15146(c). In satisfaction of California Education Code Sections 15146(b) and 15146(c), enacted by California Assembly Bill 182 (Stats. 2013, Chapter 477) and effective as of January 1, 2014, appended to the Resolution is an information item ("Exhibit B") containing the following information provided by the Underwriter: approximations of the financing term of the Bonds; time of maturity of the Bonds; repayment ratio of the Bonds; estimated change in assessed value of taxable property within the District over the term of the Bonds; an analysis containing the total overall cost of the capital appreciation bonds expected to be issued; a comparison between the overall cost of the capital appreciation bonds expected to be issued and the overall cost of current interest bonds; and the reason that capital appreciation bonds are being recommended.

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees conduct the second of two readings for board action on a resolution of the Board of Trustees of the Glendale Community College District authorizing the issuance of Glendale Community College District 2016 Measure GC General Obligation Bonds, Series B, and actions related thereto.

GLENDALE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 22-2019-2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GLENDALE COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF GLENDALE COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

WHEREAS, a duly called municipal bond election was held in the Glendale Community College District (the “District”), Los Angeles County (the “County”), State of California, on November 8, 2016 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more of the voters of the District voting on a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$325,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “Authorization”);

WHEREAS, pursuant to the Authorization, the District previously caused one series of bonds to be sold in an aggregate principal amount \$122,000,000;

WHEREAS, at this time this Board of Trustees of the District (the “Board”) has determined that it is necessary and desirable to issue the second and final series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$203,000,000, and to be styled as “Glendale Community College District (Los Angeles County, California) Election of 2016 General Obligation Bonds, Series B” (the “Bonds”) for the purposes set forth in the Authorization;

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Government Code”), the Bonds are authorized to be issued by the District for the purpose set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds as any combination of Current Interest Bonds, Capital Appreciation Bonds, to be issued in one or more Series of Taxable Bonds or Tax-Exempt Bonds (as such terms are defined herein);

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE GLENDALE COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable Bonds or Tax-Exempt Bonds, with appropriate designation if more than one series is issued, and as any combination of Current Interest Bonds and Capital Appreciation Bonds, all as set forth in the fully executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (as defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$203,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent/President, the Executive Vice President, Administrative Services of the District, or such other officers or employees of the District as the Superintendent/President or Executive Vice President, Administrative Services may designate (collectively, the “Authorized Officers”), and pursuant to the terms and conditions set forth in the Purchase Contract. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of contract for purchase and sale of the Bonds (the “Purchase Contract”) by and between the District and the Underwriter (as defined herein), substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute such Purchase Contract at time the Bonds are sold; provided, however, (i) that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and (ii) the underwriting discount thereon, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.40% of the aggregate principal amount of any Current Interest Bonds issued or the aggregate Denominational Amount of any Capital Appreciate Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$203,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) “**Accreted Interest**” means, with respect to Capital Appreciation Bonds prior to the Conversion Date, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **“Accretion Rate”** means, that rate which, when applied to the Denominational Amount of a Capital Appreciation Bond and compounded semiannually on each February 1 and August 1, commencing on August 1, 2020 (unless otherwise provided for in the Purchase Contract), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds).

(c) **“Accreted Value”** means, as of the date of calculation, with respect to Capital Appreciation Bonds, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2020 (unless otherwise provided for in the Purchase Contract), at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12, 30-day months.

(d) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(e) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal and Accreted Value of and interest on the Bonds.

(f) **“Bond Payment Date”** means, as applicable (and unless otherwise provided by the Purchase Contract), (i) with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing August 1, 2020 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments thereof, and (ii) with respect to the Capital Appreciation Bonds, the stated maturity dates thereof.

(g) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(h) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1, commencing on August 1, 2020 (unless otherwise provided in the Purchase Contract) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement or Purchase Contract, as the case may be.

(i) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(j) **“Continuing Disclosure Certificate”** means that certain contractual undertaking in connection with the Bonds, executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(k) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified therefor, and maturing in the years and amounts set forth in the Purchase Contract.

(l) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(m) **“Denominational Amount”** means the initial Principal Amount of any Capital Appreciation Bond.

(n) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(o) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(p) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(q) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 8 hereof.

(r) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such a written designation, as the Paying Agent may select.

(s) **“Long Current Interest Bonds”** means Current Interest Bonds which mature more than 30 years from the date of issuance thereof, but not greater than 40 years.

(t) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(u) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successor and assigns or, if such

corporation shall be dissolved or liquidated or no longer shall perform the functions of a securities rating agency, such other nationally recognized securities rating agency as may be designated by the District.

(v) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(w) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Government Code Section 53601.

(x) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(y) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(z) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(aa) **“Paying Agent”** means initially U.S. Bank National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(bb) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating that meets the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool maintained by the Treasurer, and (vi) United States Treasury Securities - State and Local Government Series.

(cc) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the Principal Amount thereof, with respect to any Capital Appreciation Bond or, the Denominational Amount thereof.

(dd) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(ee) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(ff) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(gg) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041.

(hh) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof which are identified as a separate series of Bonds.

(ii) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successor and assigns, or if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(jj) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(kk) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ll) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(mm) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, and (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value;

(nn) **“Treasurer”** means the Treasurer-Tax Collector of the County or other comparable officer of the County.

(oo) **“Underwriter”** means RBC Capital Markets, LLC.

SECTION 6. Terms of the Bonds.

(a) Denominations, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered book-entry bonds in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof and(ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination, if necessary). The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Current Interest Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, and shall have Accretion Rates as shown in the Accreted Value Table attached to the Official Statement or Purchase Contract. However, in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bonds.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current or periodic basis.

Notwithstanding any other provision herein, the ratio of total debt service to principal for each Series of Bonds shall not exceed four-to-one, and Capital Appreciation Bonds may not mature more than 25 years from their respective dates of issuance.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement; provided, however, that, notwithstanding any other provision herein, any Capital Appreciation Bond maturing more than 10 years after its date of issuance shall be subject to redemption before its fixed maturity date, with or without premium, at any time, or from time to time, at the option of the District, beginning no later than the 10th anniversary of the date such Bond is issued.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided,

however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof and (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

The Purchase Contract may provide that (i) in the event that any portion of Term Bonds subject to mandatory sinking fund redemption is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 Principal Amount (or Maturity Value, as applicable), in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, Accreted Value, as applicable, to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest thereon shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Provide such Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal and Accreted Value of, premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for redemption. The Paying Agent shall distribute a notice of rescission of such Redemption Notice in the same manner as such Redemption Notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions

thereof, and accrued interest (if applicable) with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal and Accreted Value of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal and Accreted Value of, premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal and Accreted Value of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal and Accreted Value of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal and Accreted Value, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations,

the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal and Accreted Value of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or

Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal or Maturity Value maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal or Maturity Value, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized sign on behalf of the President, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is

registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal and Accreted Value, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Current Interest Bonds and Capital Appreciation Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying

Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Current Interest Bonds and, the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal, Accreted Value, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Forms of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract, or to cure any ambiguity, defect or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, and net of costs of issuance shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Glendale Community College District Election of 2016 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. To the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds. The purchase price received from

the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the “Glendale Community College District Election of 2016 General Obligation Bonds, Series B Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of Principal and Accreted Value and interest on the Bonds, and for no other purpose. To the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of the Principal and Accreted Value of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District, may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal and Accreted Value of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “Glendale Community College District Election of 2016 General Obligation Bonds, Series B Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the

Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal and Accreted Value of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the Principal and Accreted Value of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal and, Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and Accreted Value and interest. DTC will thereupon make payments of principal, Maturity Value of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and Accreted Value of and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and

have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Clerk of or Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is further directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal and Accreted Value of or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal and Accreted Value, or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal and Accreted Value or thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, and amounts transferred from the Debt Service Fund, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal and Accreted Value or thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and

terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall, unless otherwise provided in the Purchase Contract mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal and Accreted Value of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal and Accreted Value of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and Accreted Value of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of

this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints RBC Capital Markets as Underwriter, and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

(d) Attached as Exhibit B is disclosure regarding the estimated term and time of maturity, repayment ratio and estimated change in assessed valuation of taxable property within the District over the term of the Bonds. Such disclosure is appended in satisfaction of Education Code Section 15146(b)(1)(E), and shall not abrogate or otherwise limit any provision of this Resolution.

(e) Based on a good faith estimate from the Underwriter, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.43%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$1,165,472, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$201,446,235, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$392,877,975. The information presented in this Section 23(d) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

SECTION 24. Resolution to County Treasurer. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 25. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board, and further authorizes the Authorized Officers, each alone, to execute and deliver the Continuing Disclosure Certificate with such changes therein or modifications thereto as shall be approved by the Underwriter and the Authorized Officer executing the same, such latter approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 27. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 28. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2020, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

SECRETARY'S CERTIFICATE

I, Dr. David Viar, Secretary to the Board of Trustees of the Glendale Community College, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on May 19, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 19, 2020

Secretary to the Board of Trustees of the
Glendale Community College District

EXHIBIT A
FORMS OF BONDS

(Form of Current Interest Bond)

**REGISTERED
NO.**

**REGISTERED
\$**

**GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES B**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATE OF DELIVERY:</u>	<u>CUSIP</u>
___ % per annum	August 1, ___	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Glendale Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2020. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2020, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer on each Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 8, 2016 (the "Election"), upon the question of issuing bonds in the amount of \$325,000,000 and the resolution of the Board of Trustees of the District adopted on May 19, 2020 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of

Part 1 of Division 2 of Title 5 of the Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252.

The bonds of this issue (the "Bonds") comprise (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part and (ii) Capital Appreciation Bonds, of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for a bond of like series, tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable Redemption Notice is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Current Interest Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by Paying Agent as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as shall be determined by the Paying Agent, provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or

portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Glendale Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2020.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying
Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

**GLENDALE COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES B**

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
_____ % August 1, 20__ _____, 2020

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Glendale Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2020, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated office of the Paying Agent.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 8, 2016 (the "Election"), upon the question of issuing bonds in the amount of \$325,000,000 and the resolution of the Board of Trustees of the District adopted on May 19, 2020 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252.

The bonds of this issue (the "Bonds") comprise (i) \$_____ principal amount of Current Interest Bonds and (ii) Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for a bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Capital Appreciation Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after _____, 20__ at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds to be redeemed as of the date set for such redemption, without premium.

The Capital Appreciation Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds as of the dates set for such redemption, without premium. The Accreted Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

Redemption Dates

Accreted Value

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by Paying Agent as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as shall be determined by the Paying Agent, provided, however, that the portion of any Bond to be redeemed shall be in the principal amount or Maturity Value of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent

and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Glendale Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
(Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2020.

By: U.S. Bank National Association, as Paying Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

[Secretary to/Clerk of] the Board of Trustees

EXHIBIT B

DISCLOSURE REQUIRED BY CALIFORNIA EDUCATION CODE 15146(b)(1)(E)

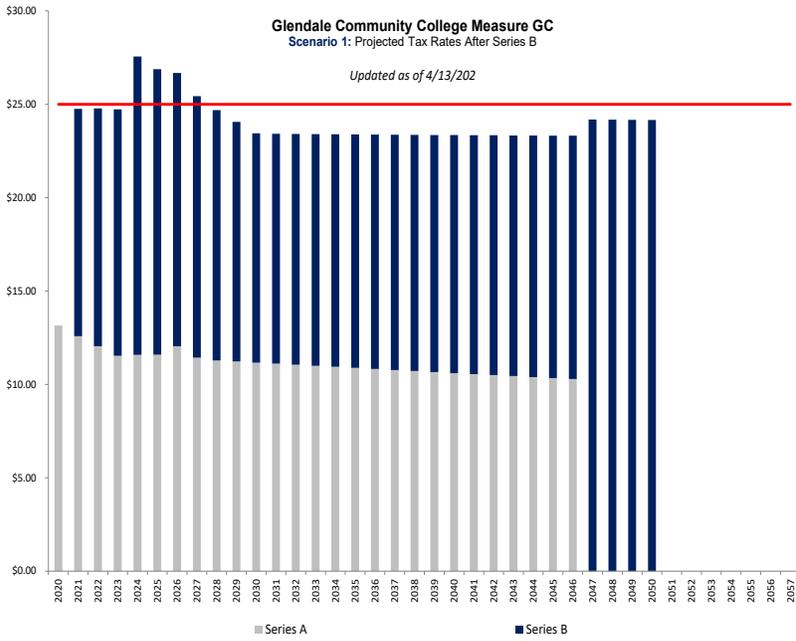
1. Financing Term of the maturity of the bonds (the entire series of bonds).

Illustrative Scenario 1 includes only current interest bonds (“CIBs”) while Illustrative Scenario 2 includes both CIBs and capital appreciation bonds (“CABs”).

Maturity Date	Scenario 1 Current Interest Bonds Only			Scenario 2 Current Interest Bonds and Capital Appreciation Bonds			
	Principal	Current Interest	Total Debt Service	Principal	Current Interest	CAB Interest	Total Debt Service
08/01/2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0
08/01/2021	4,850,000	8,401,884	13,251,884	4,850,000	6,764,626	0	11,614,626
08/01/2022	5,300,000	7,541,750	12,841,750	5,310,000	6,034,300	0	11,344,300
08/01/2023	1,750,000	7,329,750	9,079,750	4,000,000	5,821,900	0	9,821,900
08/01/2024	0	7,259,750	7,259,750	0	5,661,900	0	5,661,900
08/01/2025	0	7,259,750	7,259,750	220,302	5,661,900	24,698	5,906,900
08/01/2026	0	7,259,750	7,259,750	211,217	5,661,900	28,783	5,901,900
08/01/2027	0	7,259,750	7,259,750	735,804	5,661,900	119,196	6,516,900
08/01/2028	0	7,259,750	7,259,750	1,033,016	5,661,900	196,985	6,891,900
08/01/2029	0	7,259,750	7,259,750	1,565,000	5,661,900	0	7,226,900
08/01/2030	0	7,259,750	7,259,750	1,985,000	5,599,300	0	7,584,300
08/01/2031	345,000	7,259,750	7,604,750	1,909,542	5,519,900	525,458	7,954,900
08/01/2032	730,000	7,245,950	7,975,950	2,047,664	5,509,500	787,336	8,344,500
08/01/2033	1,150,000	7,216,750	8,366,750	2,223,409	5,509,500	1,021,591	8,754,500
08/01/2034	1,605,000	7,170,750	8,775,750	2,429,467	5,509,500	1,240,533	9,179,500
08/01/2035	2,100,000	7,106,550	9,206,550	2,632,245	5,509,500	1,492,755	9,634,500
08/01/2036	2,635,000	7,022,550	9,657,550	2,819,216	5,509,500	1,775,784	10,104,500
08/01/2037	3,215,000	6,917,150	10,132,150	2,999,079	5,509,500	2,090,921	10,599,500
08/01/2038	3,835,000	6,788,550	10,623,550	3,179,100	5,509,500	2,425,900	11,114,500
08/01/2039	4,510,000	6,635,150	11,145,150	3,355,256	5,509,500	2,794,745	11,659,500
08/01/2040	5,240,000	6,454,750	11,694,750	3,526,321	5,509,500	3,198,679	12,234,500
08/01/2041	6,020,000	6,245,150	12,265,150	3,693,818	5,509,500	3,626,182	12,829,500
08/01/2042	6,800,000	6,064,550	12,864,550	3,856,026	5,509,500	4,088,974	13,454,500
08/01/2043	7,625,000	5,860,550	13,485,550	4,012,072	5,509,500	4,587,928	14,109,500
08/01/2044	8,520,000	5,631,800	14,151,800	4,163,499	5,509,500	5,126,501	14,799,500
08/01/2045	9,460,000	5,376,200	14,836,200	10,010,000	5,509,500	0	15,519,500
08/01/2046	10,470,000	5,092,400	15,562,400	10,880,000	5,209,200	0	16,089,200
08/01/2047	25,505,000	4,673,600	30,178,600	26,000,000	4,774,000	0	30,774,000
08/01/2048	27,870,000	3,653,400	31,523,400	28,500,000	3,734,000	0	32,234,000
08/01/2049	30,390,000	2,538,600	32,928,600	31,100,000	2,594,000	0	33,694,000
08/01/2050	33,075,000	1,323,000	34,398,000	33,750,000	1,350,000	0	35,100,000
Totals:	\$203,000,000	\$190,368,784	\$393,368,784	\$202,997,052	\$158,505,626	\$35,152,948	\$396,655,626

2. Repayment ratio for the bonds (the entire series of bonds).
 - Illustrative Scenario 1: 1.94-to-1
 - Illustrative Scenario 2: 1.95-to-1
3. Estimated change in assessed value (“AV”) of taxable property within the District over the term of the Bonds.
 - 4.50% annually.
4. Total overall cost of the CABs
 - In Illustrative Scenario 2, the estimated principal amount of CABs is \$44,787,052 with an estimated debt service cost of \$79,940,000. This is a repayment ratio for the CABs of 1.95-to-1.
5. Comparison of #4 to overall cost if instead of CABs, the District issued CIBs.
 - If the District did not utilize CABs as illustrated in Illustrative Scenario 2, then Illustrative Scenario 1 would be the prospective financing plan. The difference in overall debt service cost is estimated at \$3,286,842.
6. Reason for recommending CABs. See Exhibit B-1 attached.
 - The issuance of the planned Series B with a mix of CIBs and CABs enables the District to meet the following objectives:
 - Access and utilize all remaining Measure GC bond funds
 - Maintain Measure GC tax rate under legal limits
 - Keep overall Measure transaction costs to a minimum
7. Copy of G-17 Letter from RBC Capital Markets, LLC, Underwriter. See attached as Exhibit B-2.

EXHIBIT B-1



(1) Based on current market rates as of 4/13/20

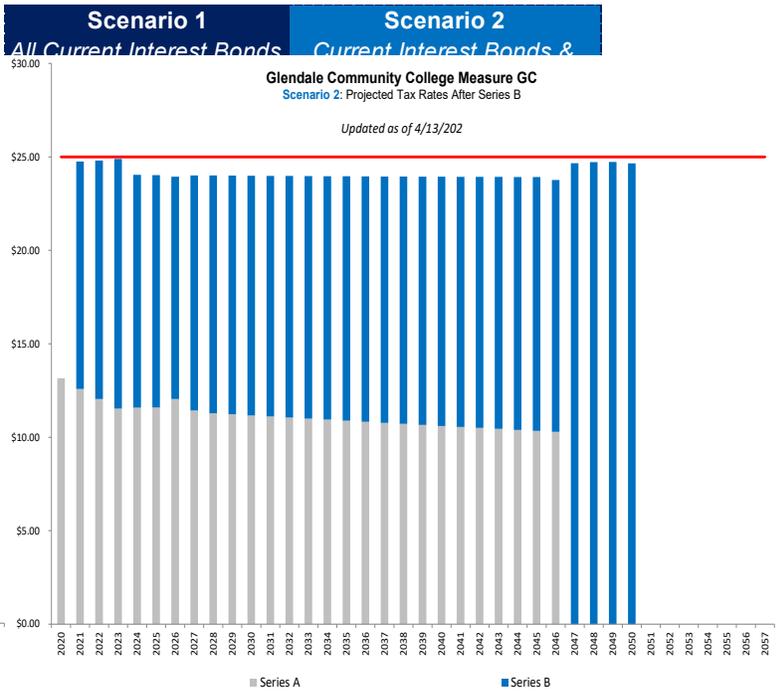


EXHIBIT B-2



Capital
Markets

RBC Capital Markets, LLC
Municipal Finance
777 South Figueroa Street, Suite 850
Los Angeles, CA 90017

March 23, 2020

Dr. Anthony Culpepper
Executive Vice President
Glendale Community College District
1500 N. Verdugo Road
Glendale, CA 91208-2894

Re: **Glendale Community College District**
Election of 2016 General Obligation Bonds, Series B
2020 General Obligation Refunding Bonds
(Collectively, the "Bonds")

Dear Anthony,

RBC Capital Markets, LLC (RBC CM) is writing you, the Executive Vice President of Glendale Community College District (the "District") to:

- (i) Confirm the engagement of RBC Capital Markets, LLC as underwriter relating to the above-captioned Bonds pursuant to the Securities and Exchange Commission's Municipal Advisor Rule, and
- (ii) Provide certain disclosures as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

As part of our services as underwriter, RBC CM may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriter Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers, obligors, and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's length commercial transaction with the District. The underwriter has financial and other interests that differ from those of the District.
- (iii) The underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

- (iv) The underwriter has a duty to purchase the Bonds from the District, at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriter Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Conflicts of Interest Disclosures:

RBC CM has identified the following additional potential or actual material conflicts:

ORDINARY COURSE OF BUSINESS ACTIVITIES AND RELATIONSHIPS

- o RBC CM and its affiliates comprise a full service securities firm and a commercial bank among other entities. RBC CM engages in municipal advisory activities, securities trading and underwriting, corporate investment banking, asset management, retail and institutional brokerage, and other commercial and investment banking products and services for a wide range of corporations, municipal entities and individuals.
- o The activities of RBC CM and its affiliates may include investment in, and trading of, securities and other financial instruments for their own account or the account of customers relating to the securities and/or financial instruments of the District.
- o RBC CM and its affiliates may also communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views relating the securities of the District.
- o RBC CM maintains business relationships with municipal advisory firms, broker-dealers, law firms and other transaction participants as part of its national municipal securities business but does not utilize referral arrangements with such entities regarding municipal underwriting, sales or trading. Further, RBC CM does not maintain any distribution agreements with respect to municipal securities offerings.

MISCELLANEOUS

RBC CM made a voluntary contribution to the committee that was formed to support the election that authorized the issuance of the bonds to be refunded

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

IV. Disclosures Concerning Fixed Rate Bonds:

Attached in Appendix A is a general description of the financial characteristics and security structures of fixed rate municipal bonds as well as a general description of certain financial risks of the financing.

If you or any other District officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. This engagement is preliminary, non-binding and may be terminated at any time without penalty or liability for costs incurred by the underwriter.

It is our understanding that you are an authorized official of the District, responsible for municipal finance with the authority to acknowledge these disclosures and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Please sign and return the enclosed copy of this letter to me via PDF or to the address set forth herein. Depending on the structure of the transaction that the District decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds.

Sincerely,



Frank Vega,
RBC Capital Markets, LLC

Acknowledged:

Dr. Anthony Culpepper
Glendale Community College District

Date: _____

Cc:
David Casnocha, Esq., Stradling Yocca Carlson & Rauth

Appendix A

Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (Fixed Rate Bonds), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest.

Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption.

Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Fixed Rate Bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or

prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Capital Appreciation Bonds

The following is a general description of the financial characteristics of Capital Appreciation Bonds (CABs), as well as a general description of certain financial risks that you should consider before deciding whether to issue CABs. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

CABs accrete interest over the life of the bond and such interest is compounded semi-annually. Interest is not paid to the investor periodically. Instead, on each accretion date (the date when interest would normally be paid on a Current Interest Bond (CIB)) the interest is computed and then compounded, or essentially added to the principal (plus any initial premium). Therefore all of the interest that has accreted/compounded over the life of the bond, as well as the principal and any initial premium, are repaid at maturity. This can be contrasted with CIBs in which interest is typically paid out semi-annually and the principal is paid back at maturity.

Financial Risk Considerations

Certain characteristics that may arise in connection with the issuance of CABs, including some or all of the following:

1. The rate of interest on a CAB is typically higher than that of a CIB of the same maturity date. Since investors do not receive interest payments until the maturity date, they require a higher interest rate to compensate for the loss of semi-annual interest payments.
2. The total debt service, or total principal, premium and interest paid, on a CAB will be more than that of a CIB of a corresponding maturity date. This is due to two reasons. First, the CAB interest rate is higher, which leads to more interest being paid. Second, since the accreted interest is compounded semi-annually, the issuer is effectively paying interest on interest.
3. Because no semi-annual interest payments are made on a CAB, the amount due at maturity can be large in comparison to the original amount borrowed. The longer the maturity date of the CAB, the greater the effect of the accreted/compounded interest will be and, consequently, the greater the maturity value of the CAB will be compared to a CIB.
4. CABs can be issued without an optional call provision which may limit the ability of the borrower to refinance.
5. If a CAB has an optional call provision, investors often seek a higher premium on the yield at the time of sale (reflecting the value of the call provision) than a comparable CIB.
6. The proportionate costs of issuance associated with selling CABs, as a percentage of the amount borrowed, may be greater on a CAB than on a comparable CIB. This is due to the fact that CABs generate less proceeds at issuance than a comparable CIB.

§ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
Election of 2016 General Obligation Bonds, Series B

PURCHASE CONTRACT

_____, 2020

Board of Trustees
Glendale Community College District
1500 N. Verdugo Road
Glendale, CA 91208

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC, as Underwriter (the “Underwriter”), offers to enter into this Purchase Contract (the “Purchase Contract”) with the Glendale Community College District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as defined herein) or, if not defined in the Official Statement, in the Resolution (as defined herein).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined herein) pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter are acting solely as a principal and not as an agent or fiduciary of, or municipal advisor to, the District, (iii) the Underwriter have not assumed a municipal advisory or fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Contract, and (iv) the District has consulted with its own legal, accounting, tax, financial, and other professional advisors to the extent it has deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ _____ aggregate initial principal amount of the District’s Election of 2016 General Obligation Bonds, Series B (the “Bonds”).

The Bonds shall be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”), and shall accrue or accrete interest at the rates, shall mature in the years and shall be subject to redemption as shown on Appendix A hereto, which is incorporated herein by this reference. The Current Interest Bonds will be dated the date of delivery thereof (the “Date of Delivery”) and shall bear interest from such date, payable semiannually on each February 1 and August 1, commencing August 1, 2020. The Capital Appreciation Bonds will be dated as of their Date of Delivery, and will not bear interest on a periodic basis, instead accreting interest from the Date of Delivery thereof, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2020, and shall be paid at maturity or earlier redemption as shown in Appendix A hereto. The final maturity dates, interest and accretion rates, yields and redemption provisions of the Bonds are shown in Appendix A hereto.

The Underwriter shall purchase the Bonds at a price of \$_____ (which is equal to the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less the Underwriter’s discount of \$_____). Certain costs of issuance of the Bonds shall be paid by the District in accordance with Section 12 hereof.

2. **The Bonds.** The Bonds shall otherwise be as described in the Official Statement, and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on May 19, 2019 (the “Resolution”), this Purchase Contract, and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”).

The Bonds shall bear CUSIP numbers and shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). The Bonds shall initially be issued in authorized denominations of five thousand dollars (\$5,000) principal amount or Maturity Value, as applicable, or any integral multiple thereof.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate (as defined herein), this Purchase Contract, the Preliminary Official Statement (as defined herein), the Official Statement, the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transaction contemplated by this Purchase Contract.

4. **Public Offering of the Bonds; Establishment of Issue Price.** The Underwriter agree to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside front cover of the Official Statement.

(a) The Underwriter agree to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s municipal advisor and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter have sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agree to promptly report to the District the prices at which the Underwriter sell the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until either (i) the Underwriter have sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when the Underwriter have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriter and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

(d) The Underwriter confirms that:

(i) any agreement among Underwriter, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among Underwriter relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriter acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represent that they have received and reviewed the Preliminary Official Statement with respect to the Bonds, dated June __, 2020, (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the sale of the Bonds. The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, principal amount, Maturity Value, redemption provisions, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agree that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing.

6. **Closing.** At 9:00 A.M., California Time, on _____, 2020 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price set forth in Section 1 hereof in immediately available funds by wire transfer to the account or accounts designated by the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a community college district duly organized and validly existing under the laws of the State of California (the “State”), with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power, and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in, the Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization is, as of the date hereof, and of the Closing shall be, in full force and effect at the time of the Closing; (iv) this Purchase Contract, assuming the due authorization,

execution and delivery by the other party thereto, and the Continuing Disclosure Certificate, constitute valid and legally binding obligations of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as enforcement may be subject to the application of equitable principles or the exercise of judicial discretion in appropriate cases if equitable remedies are sought, and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract or Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Certificate, or the consummation of the other transactions effected or contemplated herein or hereby, which have not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Resolution, and the application thereof to pay the principal and Accreted Value of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate or the Resolution, or the pledge of the funds on deposit in the Debt Service Fund for the Bonds or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, this Purchase Contract, or the Continuing Disclosure Certificate; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate or the Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from State personal income taxation.

(f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, and no other person will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(h) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate with respect to the Bonds (the “Continuing Disclosure Certificate”) on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement as Appendix C. Except as otherwise disclosed in the Official Statement, the District has not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events.

(i) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the date of Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(j) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Los Angeles County (the “County”) or otherwise necessary in order to arrange for the levy and collection of *ad valorem* property taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller and Treasurer and Tax Collector (or equivalent official) of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(k) No Material Adverse Change. The financial statements of, and other financial information regarding, the District in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(l) No Default. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or assets are otherwise subject, in any material respect, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of

default by the District under any of the foregoing; and the execution and delivery of the Bonds, this Purchase Contract and the Continuing Disclosure Certificate and the adoption of the Resolution and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page, inside front cover and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is ninety (90) days following the Closing;

(e) References. References herein to the Preliminary Official Statement and the Official Statement include the cover, inside front cover and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official

Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the District, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retain an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represent to and agree with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter are in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter have, and have had, no financial advisory relationship, as that term is defined in Government Code section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter have or have had any such financial advisory relationship.

10. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are, and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all

certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Continuing Disclosure Certificate and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Purchase Contract or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or shall be pending, or, to the best knowledge of the District, threatened, which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, shall not have been materially adversely affected in the evidenced judgment of the Underwriter by reason of any of the following:

(1) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on the Bonds or of obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency, calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by Federal, New York State or State authorities having appropriate jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds (including any related underlying obligations), or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(7) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(8) the suspension by the SEC of trading in the outstanding securities of the District;

(9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(11) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(12) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement;

(13) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(14) the occurrence of a material disruption in securities settlement payment or clearance services.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the date of Closing and satisfactory in form and substance to the Underwriter:

(1) Opinion of Bond Counsel. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, and addressed to the District in substantially the form set forth in the Preliminary Official Statement as Appendix A;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the opinion described in Section 10(e)(1) above;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the District, and the Underwriter, dated as of the date of Closing, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "LEGAL MATTERS - Continuing Disclosure – Current Undertaking" and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Certificate, and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices ____, ____, ____, or ____ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, tables, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers

or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in the Rule, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS – Underwriting," and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including, but not limited to, information under the caption "MISCELLANEOUS – Ratings");

(ii) the Continuing Disclosure Certificate and this Purchase Contract, have each been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(4) Disclosure Counsel Letter. A letter of Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with the Underwriter and its counsel, the municipal advisor to the District, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices ___, ___, ___, or ___ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, tables, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS – Underwriting," and (vi) the District's compliance with any obligation to file annual reports or provide notice of events, each as described in the Rule and (vii) any information with respect

to the ratings on the Bonds and the rating agencies referenced therein, including, but not limited to, information under the caption “MISCELLANEOUS – Ratings”);

(5) District Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Continuing Disclosure Certificate and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District on behalf of the District or the due adoption of the Resolution;

(6) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel, with respect to the Bonds;

(7) Ratings. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “___” by Moody’s Investors Service, and “___” by S&P Global Ratings, a business unit of Standard and Poor’s Financial Services LLC, and (ii) such ratings have not been revoked or downgraded;

(8) Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary to or Clerk of the Board of Trustees of the District to the effect that:

(i) such copies are true and correct copies of the Resolution;

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing; and

(iii) evidence satisfactory to the Underwriter that the District Board considered the Resolution at two consecutive meetings, first as an information item and second as an action item, and that at such second meeting the District Board was presented with the information regarding the Bonds required by and

sufficient to satisfy the requirements of Education Code Section 15146(b) and (c).

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(10) Certificate of the Paying Agent. A certificate of U.S. Bank National Association as the paying agent for the Bonds (the “Paying Agent”), signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that no litigation is pending or, to the best of the Paying Agent’s knowledge, threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(12) Underwriter’s Counsel Opinion. The opinion of Katten Munchin Rosenman LLP, as counsel to the Underwriter, in a form and substance satisfactory to the Underwriter; and

(13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Sections 12(c) and 14 hereof.

If the District is unable to satisfy the conditions to the Underwriter’s obligations contained in this Purchase Contract or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or, if by telephone, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder;

and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** (a) To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay (or cause to be paid), and the Underwriter shall be under no obligation to pay, the following costs of issuance with respect to the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's Bond Counsel and Disclosure Counsel and municipal advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees, if any, for the Bond ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (v) the initial fees of the Paying Agent and Fiscal Agent (as defined herein); (vi) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; (vii) municipal advisory fees; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby authorizes the Underwriter to wire a portion of the purchase price for the Bonds not to exceed \$_____ to U.S. Bank National Association, as fiscal agent for the District (the "Fiscal Agent"), for the payment of such costs. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the Building Fund (as defined in the Resolution) for the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out of pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, the fees and disbursement of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses attributable to District personnel in connection with the Bond rating.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(a)(vi) above that are attributable to District personnel.

(d) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to Glendale Community College District, 1500 N. Verdugo Road, Glendale, CA 91208, Attention: Dr. Anthony Culpepper, Executive Vice President, Administrative Services and if to the Underwriter, to RBC Capital Markets LLC, 777 South Figueroa Street, Suite 850, Los Angeles, California 90017, Attention: Frank Vega, Managing Director.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery

of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE LEFT BLANK]

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as Underwriter

By: _____
Managing Director

The foregoing is hereby agreed to and accepted at _____ p.m., California Time, as of the date first above written:

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
Executive Vice President

APPENDIX A

\$ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
Election of 2016 General Obligation Bonds, Series B
 \$ _____ Current Interest Serial Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the</u> <u>Offering</u> <u>Price Rule</u>
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\$ _____ Capital Appreciation Serial Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Denominational</u> <u>Amount</u>	<u>Accretion</u> <u>Rate</u>	<u>Yield to</u> <u>Maturity</u>	<u>Maturity</u> <u>Value</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the</u> <u>Offering</u> <u>Price Rule</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

Redemption Provisions

Optional Redemption.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after February 1, 20__ at a redemption price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Capital Appreciation Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds to be redeemed as of the date set for such redemption, without premium.

APPENDIX B

§ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
Election of 2016 General Obligation Bonds, Series B

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of RBC Capital Markets, LLC (“RBC”) as Underwriter, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the Maturities.*** As of the date of this certificate, for each Maturity of the Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *Issuer* means Glendale Community College District.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RBC's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

**RBC CAPITAL MARKETS LLC, as
Underwriter**

By: _____

Name: _____

Dated: _____, 2020

SCHEDULE A

\$ _____
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
Election of 2016 General Obligation Bonds, Series B

\$ _____ Current Interest Serial Bonds

Maturity (August 1)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	Hold the Offering <u>Price Rule</u>
--------------------------------	------------------------------------	---------------------------------	---------------------	---------------------	------------------------	--

\$ _____ Capital Appreciation Serial Bonds

Maturity (August 1)	Denominational <u>Amount</u>	Accretion <u>Rate</u>	Yield to <u>Maturity</u>	Maturity <u>Value</u>	<u>Price</u>	<u>10% Rule</u>	Hold the Offering <u>Price Rule</u>
--------------------------------	---	----------------------------------	-------------------------------------	----------------------------------	---------------------	------------------------	--

⁽¹⁾ Yield to call at par on August 1, 2020.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

NEW ISSUE—FULL BOOK-ENTRY

**RATINGS: Moody's: “___”; S&P: “___”
(See “MISCELLANEOUS – Ratings” herein)**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series B Bonds and on the Refunding Bonds, Series A is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Refunding Bonds, Series B is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” herein with respect to tax consequences relating to the Bonds.

**GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)**

\$ _____*
**Election of 2016 General Obligation Bonds,
Series B
(Federally Tax-Exempt)**

\$ _____*
**2020 General Obligation Refunding Bonds, Series A
(Federally Tax-Exempt)**

\$ _____*
**2020 General Obligation Refunding Bonds, Series B
(Federally Taxable)**

Dated: Date of Delivery

Due: August 1, as shown on the inside cover

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page but not otherwise defined will have the meanings assigned thereto as provided in the Official Statement.

The Glendale Community College District (Los Angeles County, California) Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt) (the “Series B Bonds”), were authorized at an election of the registered voters of the Glendale Community College District (the “District”) held on November 8, 2016, at which the requisite 55% of the persons voting on the proposition voted to authorize the issuance and sale of \$325,000,000 aggregate principal amount of general obligation bonds of the District. The Series B Bonds are being issued to (i) finance the repair, upgrading, acquisition, construction and equipping of District sites and facilities, and (ii) pay the costs of issuing the Series B Bonds.

The Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt) (the “Refunding Bonds, Series A”) and the 2020 General Obligation Refunding Bonds, Series B (Federally Taxable) (the “Refunding Bonds, Series B,” and together with the Refunding Bonds, Series A, and together with the Series B Bonds, the “Bonds”) are being issued by the District to (i) advance refund certain of the District’s outstanding Prior Bonds and (ii) pay the costs of issuing the Refunding Bonds

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of Los Angeles County is empowered and obligated to levy such *ad valorem* property taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal and Accreted Value of and interest on the Bonds when due.

The Bonds will be issued in book-entry form only, initially registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (collectively referred to herein as “DTC”). Purchasers of the Bonds (the “Beneficial Owners”) will not receive physical certificates representing their interests in the Bonds. See “THE BONDS – Book-Entry Only System” herein.

The Series B Bonds will be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”). The Refunding Bonds will be issued as Current Interest Bonds. Interest on the Current Interest Bonds accrues from the date of initial delivery and issuance of the Bonds (the “Dated Date”), and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Capital Appreciation Bonds are dated the Dated Date and accrete interest from such date, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) and will not pay interest on a current basis.

Payments of principal and Accreted Value of and interest on the Bonds will be made by the designated Paying Agent (the “Paying Agent”), to DTC for subsequent disbursement to DTC Participants (as defined herein) who will remit such payments to the Beneficial Owners of the Bonds. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector of Los Angeles County to act as Paying Agent for the Bonds.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as further described herein.*

MATURITY SCHEDULE*
(see inside front cover)

The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel. Certain matters are being passed upon for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Disclosure Counsel, and for the Underwriter

by Katten Munchin Rosenman LLP, New York, New York. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about _____, 2020.

RBC Capital Markets

Dated: _____, 2020

* Preliminary, subject to change.

MATURITY SCHEDULE

Base CUSIP[†]: 378394

\$ _____^{*}
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
Election of 2016 General Obligation Bonds, Series B
(Federally Tax-Exempt)

\$ _____ **Current Interest Serial Bonds**

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[†] Suffix
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\$ _____ **Capital Appreciation Serial Bonds**

Maturity (August 1)	Denominational Amount	Accretion Rate	Yield	Maturity Value	CUSIP[†] Suffix
--------------------------------	----------------------------------	---------------------------	--------------	---------------------------	-------------------------------------

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. Neither of the Underwriter or the District is responsible for the selection or correctness of the CUSIP numbers set forth herein, and no representation is made as to their correctness on the applicable Bonds or as included herein. CUSIP numbers have been assigned by an independent company not affiliated with the District or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

MATURITY SCHEDULE

Base CUSIP[†]: 378394

\$ _____^{*}
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
2020 General Obligation Refunding Bonds, Series A
(Federally Tax-Exempt)

\$ _____ Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[†] Suffix
--------------------------------	-----------------------------	--------------------------	--------------	-------------------------------------

\$ _____^{*}
GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
2020 General Obligation Refunding Bonds, Series B
(Federally Taxable)

\$ _____ Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[†] Suffix
--------------------------------	-----------------------------	--------------------------	--------------	-------------------------------------

\$ _____ – _____% Refunding Term Bonds due August 1, ____; Yield _____%; CUSIP[†] Suffix[†]: ____

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. Neither of the Underwriter or the District is responsible for the selection or correctness of the CUSIP numbers set forth herein, and no representation is made as to their correctness on the applicable Bonds or as included herein. CUSIP numbers have been assigned by an independent company not affiliated with the District or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)2 and 3(a)12, respectively. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth herein, other than that provided by the District, has been obtained from sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.”

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGES HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The District maintains a website and certain social media accounts. However, the information presented there is not incorporated into this Official Statement by any reference, and should not be relied upon in making investment decisions with respect to the Bonds.

GLENDALE COMMUNITY COLLEGE DISTRICT

Board of Trustees

Yvette V. Davis, *President*
Dr. Armine Hacopian, *Vice President*
Ann H. Ransford, *Clerk*
Desireé Portillo Rabinov, *Member*
Sevan Benlian, *Member*

District Administrative Staff

Dr. David Viar, *Superintendent/President*
Dr. Anthony Culpepper, *Executive Vice President*

PROFESSIONAL SERVICES

Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
San Francisco, California

Paying Agent, Registrar and Transfer Agent

U.S. Bank National Association, as agent of the
Treasurer and Tax Collector of Los Angeles County
Los Angeles, California

Verification Agent

Causey Demgen & Moore, P.C.
Denver, Colorado

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GLENDALE COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)

\$ _____*
Election of 2016 General Obligation Bonds,
Series B
(Federally Tax-Exempt)

\$ _____*
2020 General Obligation Refunding Bonds, Series A
(Federally Tax-Exempt)
\$ _____*
2020 General Obligation Refunding Bonds, Series B
(Federally Taxable)

INTRODUCTION

This Official Statement, which includes the cover page, inside cover pages and appendices hereto, provides information in connection with the sale of (i) Glendale Community College District (Los Angeles County, California) Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt) (the “Series B Bonds”); (ii) Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt) (the “Refunding Bonds, Series A”); and (iii) Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds, Series B (Federally Taxable) (the “Refunding Bonds, Series B,” and together with the Refunding Bonds, Series A, the “Refunding Bonds,” and together with the Series B Bonds, the “Bonds”).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover pages and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The District

The Glendale Community College District (the “District”), a community college district located in Los Angeles County (the “County”), State of California (the “State”), was formed in 1971. The District’s boundaries include the City of Glendale, small portions of the City of La Cañada-Flintridge and unincorporated communities in Los Angeles County.

The District operates the Glendale Community College (the “College”). The College is fully accredited by the Accrediting Commission for Community and Junior Colleges (the “ACCJC”). For fiscal year 2019-20, the District has budgeted its full-time equivalent student (“FTES”) count at approximately _____ students. Taxable property within the District has a fiscal year 2019-20 assessed valuation of \$ _____.

The governing board of the District is the Board of Trustees (the “Board”). The Board includes five voting members serving four-year terms, each elected by the voters in five trustee areas of the District. Elections for trustee positions to the Board currently are held in odd-numbered years, alternating between two and three available positions. The management and policies of the District are administered by a Board-appointed President. Dr. David Viar is currently the District’s Superintendent/President. Dr. Anthony

* Preliminary, subject to change.

Culpepper is currently the District's Executive Vice President, Administrative Services. See also "GLENDALE COMMUNITY COLLEGE DISTRICT – Administration" herein.

For more information about the District generally, see "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA" and "GLENDALE COMMUNITY COLLEGE DISTRICT" herein. For more information regarding the District's assessed valuation, see "TAX BASE FOR REPAYMENT OF BONDS" herein. The District's audited financial statements for the fiscal year ended June 30, 2019 are attached hereto as APPENDIX B and should be read in their entirety.

Purpose of the Bonds

Series B Bonds. The Series B Bonds are being issued to (i) finance the acquisition, construction, modernization and equipping of the District sites and facilities, and (ii) pay the costs of issuing the Series B Bonds.

Refunding Bonds. The Refunding Bonds are being issued to (i) advance refund certain of the District's outstanding 2002 Election General Obligation Bonds, 2011 Series E (Bank Qualified), 2002 Election General Obligation Bonds, 2013 Series F, and the 2014 General Obligation Refunding Bonds (together, the "Prior Bonds"), and (ii) pay the costs of issuing the Refunding Bonds.

See also "THE BONDS – Application and Investment of Bond Proceeds" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Authority for Issuance of the Bonds

The Bonds are issued pursuant to certain provisions of the Government Code and pursuant to resolutions adopted by the Board on May 19, 2020. See "THE BONDS – Authority for Issuance" herein.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County (the "County Board") is empowered and obligated to levy such *ad valorem* property taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal and Accreted Value of and interest on the Bonds when due.

Description of the Bonds

Form and Registration. The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), who will act as securities depository for the Bonds. See "THE BONDS – General Provisions" and "– Book-Entry Only System" herein. Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interests in the Bonds purchased. In the event that the book-entry only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolutions described herein. See "THE BONDS – Discontinuation of Book-Entry Only System; Registration, Payment and Transfer of Bonds" herein.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the "Owners," "Bond Owners" or "Holders" of the Bonds (other than under the caption "TAX MATTERS" and in APPENDIX A) will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.

Current Interest and Capital Appreciation Bonds. The Series B Bonds will be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”). The Refunding Bonds will be issued as Current Interest Bonds.

The Current Interest Bonds will bear periodic interest as further described herein. The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) and will not bear interest on a current basis. The maturity value of each Capital Appreciation Bond is equal to its Accreted Value (defined herein) upon the maturity thereof (the “Maturity Value”), comprising its initial principal amount (the “Denominational Amount”) and the interest accreting thereon between the Dated Date (defined herein) and its respective maturity date.

Denominations. Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in the denominations of \$5,000 principal amount or Maturity Value, as applicable, or any integral multiple thereof.

Redemption.* Certain of the Bonds are subject to redemption prior to their respective stated maturity dates, as further described herein. Certain of the Bonds identified as Refunding Term Bonds (as defined herein) are further subject to mandatory sinking fund redemption as described herein. See “THE BONDS – Redemption” herein.

Payments. The Bonds will be dated as of the date of their initial execution and issuance (the “Dated Date”). Interest on the Current Interest Bonds accrues from the Dated Date, and is payable semiannually on each February 1 and August 1 (each a “Bond Payment Date”), commencing August 1, 2020. Principal of the Current Interest Bonds is payable on August 1 in the amounts and years as set forth on the inside cover pages hereof.

The Capital Appreciation Bonds will accrete in value from their Denominational Amounts on the Dated Date to their respective Maturity Values, at the Accretion Rates (defined herein) per annum set forth on the inside cover pages hereof, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) according to the amounts set forth in the Accreted Values table as shown in APPENDIX D hereto.

Payments of the principal and Accreted Value of and interest on the Bonds will be made by the designated paying agent, bond registrar and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement through DTC Participants (defined herein) to the Beneficial Owners. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector (the “Treasurer”) of the County, to act as Paying Agent for the Bonds. See also “—Book-Entry Only System” herein.

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series B Bonds and on the Refunding Bonds, Series A is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Refunding Bonds, Series B is not excluded from gross income for federal income tax purposes under Section 103 of

* Preliminary, subject to change.

the Internal Revenue Code of 1986, as amended. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” herein.

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2020.

Bond Owner’s Risks

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes which may be levied on all taxable property in the District, without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates). For more complete information regarding the taxation of property within the District, and certain other considerations, see “TAX BASE FOR REPAYMENT OF BONDS” and “LIMITATION ON REMEDIES; BANKRUPTCY” herein.

Continuing Disclosure

Pursuant to that certain Continuing Disclosure Certificate relating to the Bonds, the District will covenant for the benefit of the Owners and Beneficial Owners of the Bonds to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain listed events. The specific nature of the information to be made available and of the notices of listed events is summarized below under “LEGAL MATTERS – Continuing Disclosure – Current Undertaking” herein and “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. These covenants have been made in order to assist the Underwriter (as defined herein), in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

Professionals Involved in the Offering

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation will receive compensation from the District contingent upon the sale and delivery of the Bonds. Certain matters will be passed upon for the Underwriter by Katten Munchin Rosenman LLP, New York, New York. From time to time, Bond Counsel represents each of the Underwriter on matters unrelated to the District or the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENTS OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY

SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the Bonds are available from the Glendale Community College District, 1500 N. Verdugo Road, Glendale, California 91208, telephone: (818) 240-1000. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each such documents, statutes and constitutional provisions.

The information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The County, including its officials, officers, employees and representatives, shall have no responsibility with respect to any information in this Official Statement, except for information concerning the Treasurer's Pooled Investment Fund provided by the County Treasurer and Tax Collector. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolutions (as defined herein).

THE BONDS

Authority for Issuance

Series B Bonds. The Bonds are issued by the District pursuant to the provisions of Government Code Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (the “Act”), commencing with Section 53506 *et seq.*, as amended, Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board on May 19, 2020 (the “Series B Resolution”).

The District received authorization at an election held on November 8, 2016 by the requisite fifty-five percent of the votes cast by eligible voters within the District to issue \$325,000,000 aggregate principal amount of general obligation bonds (the “2016 Authorization”). The Bonds are the second and final series of bonds issued under the 2016 Authorization.

Refunding Bonds. The Refunding Bonds are issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, and pursuant to a resolution adopted by the Board on May 19, 2020 (the “Refunding Resolution,” and together with the Series B Resolution, the “Resolutions”).

Security and Sources of Payment

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* property taxes. The County Board is empowered and obligated to levy such *ad valorem* property taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal and Accreted Value of and interest on the Bonds when due. Such *ad valorem* property taxes will be levied annually in addition to all other taxes in an amount sufficient to pay the principal and Accreted Value of and interest on the Bonds when due. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. While the County has historically levied *ad valorem* property taxes to establish such a reserve for other bonds of the District, the County is not obligated to establish or maintain such a reserve for the Bonds, and the District can make no representations that the County will do so in future years. Such taxes, when collected, will be placed by the County in the respective Debt Service Funds (defined herein) established by the Resolutions, which funds are required to be segregated and maintained by the County and which are designated for the payment of the series of Bonds to which such fund relates, and interest thereon when due, and for no other purpose. Pursuant to the Resolutions, the District has pledged funds on deposit in the Debt Service Funds to the payment of the respective series of the Bonds to which such fund relates. Although the County is obligated to levy *ad valorem* property taxes for the payment of the Bonds as described above, and will maintain the Debt Service Funds, the Bonds are not a debt of the County.

Moneys in the Debt Service Funds, to the extent necessary to pay the principal and Accreted Value of and interest on the series of Bonds to which such fund relates, as the same becomes due and payable, will be transferred by the County to the Paying Agent. The Paying Agent will in turn remit the funds to DTC for remittance of such principal and Accreted Value, and interest to its Participants (as defined herein) for subsequent disbursement to the respective Beneficial Owners of such Bonds.

The amount of the annual *ad valorem* property taxes levied by the County to repay the Bonds as described above will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District’s control, such as general market decline in land values, disruption in financial

markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood, wildfire, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" and "TAX BASE FOR REPAYMENT OF BONDS" herein.

Statutory Lien

Pursuant to Government Code Section 53515, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

This statutory lien, by its terms, secures not only the Bonds, but also any other bonds of the District issued after January 2016 and payable, both principal and interest, from the proceeds of *ad valorem* taxes that may be levied pursuant to paragraphs (2) and (3) of subdivision (b) of Section 1 of Article XIII A of the State Constitution. The statutory lien provision does not specify the relative priority of obligations so secured or a method of allocation in the event that the revenues received pursuant to the levy and collection of the tax are insufficient to pay all amounts then due and owing that are secured by the statutory lien.

General Provisions

Current Interest Bonds. Interest on the Current Interest Bonds accrues from the Dated Date, and is payable on each Bond Payment Date, commencing August 1, 2020. Interest on the Current Interest Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond will bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to and including such Bond Payment Date, in which event it will bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2020, in which event it will bear interest from the Dated Date. The Current Interest Bonds are issuable in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on August 1, in the years and amounts set forth on the inside cover pages hereof.

Capital Appreciation Bonds. Interest on each Capital Appreciation Bond is represented by the amount each such Bond accretes in value from its respective Denominational Amount on the Dated Date to the date for which the Accreted Value is calculated. The value of a Capital Appreciation Bond as of any date (the "Accreted Value") is calculated by discounting, on a 30-day month, 360-day year basis, its Maturity Value on the basis of a constant rate (the "Accretion Rate") compounded semiannually on February 1 and August 1 of each year to the date for which an Accreted Value is calculated, and if the date for which the Accreted Value is calculated is between February 1 and August 1, by pro-rating such Accreted Values to the closest prior or subsequent February 1 and August 1.

The Capital Appreciation Bonds will not pay interest on a periodic basis. The Capital Appreciation Bonds accrete in value from their Dated Date at the Accretion Rates per annum set forth on the inside cover pages hereof, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Maturity Value of a Capital Appreciation Bond is equal to the Accreted Value thereof at its maturity date.

See also the maturity schedules on the inside cover pages hereof, “—Annual Debt Service” herein, and “APPENDIX D – ACCRETED VALUES TABLE” attached hereto.

Payments. Payment of interest on any Current Interest Bond on any Bond Payment Date will be made to the person appearing on the registration books of the Paying Agent as the registered Owner thereof as of the 15th day of the month immediately preceding such Bond Payment Date (the “Record Date”), such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal and Accreted Value of and redemption premiums, if any, payable on the Bonds will be payable upon maturity upon surrender at the designated office of the Paying Agent. The principal and Accreted Value of, and interest, and redemption premiums, if any, on the Bonds will be payable in lawful money of the United States of America. The Paying Agent is authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. So long as the Bonds are held in the book-entry system of DTC, all payments of principal and Accreted Value of and interest on the Bonds will be made by the Paying Agent to Cede & Co. (as a nominee of DTC), as the registered Owner of the Bonds.

Annual Debt Service

The table on the following page shows the annual debt service requirements of the District for Bonds, and assuming no further optional redemptions.

[REMAINDER OF PAGE LEFT BLANK]

Year Ending (August 1)	<u>Series B Bonds</u>				<u>Refunding Bonds, Series A</u>		<u>Refunding Bonds, Series B</u>		<u>Total Annual Debt Service</u>
	Current Interest Bonds		Capital Appreciation Bonds		Annual Principal Payment	Annual Interest Payment ⁽²⁾	Annual Principal Payment	Annual Interest Payment ⁽²⁾	
	<u>Annual Principal Payment</u>	<u>Annual Interest Payment⁽²⁾</u>	<u>Annual Principal Payment⁽³⁾</u>	<u>Accreted Interest Payment⁽³⁾</u>					
2020									
2021									
2022									
2023									
2024									
2025									
2026									
2027									
2028									
2029									
2030									
2031									
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2036									
2037									
2038									
2039									
2040									
2041									
2042									
2043									
2044									
2045									
2046									
2047									
2048									
2049									
Total									

⁽¹⁾ Interest payments on the Current Interest Bonds will be made semiannually on February 1 and August 1 of each year, commencing August 1, 2020.

⁽²⁾ The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) on August 1 of the years indicated on the inside cover pages hereof, and interest on such Capital Appreciation Bonds is compounded semiannually on February 1 and August 1, commencing August 1, 2020.

See also “GLENDALE COMMUNITY COLLEGE DISTRICT – District Debt Structure – General Obligation Bonds” herein for a full debt service schedule for all of the District’s bonded debt.

Application and Investment of Bond Proceeds

Series B Bonds. The Series B Bonds are being issued to (i) finance the acquisition, construction, modernization and equipping of District sites and facilities, and (ii) to pay the costs of issuing the Series B Bonds.

The net proceeds from the sale of the Series B Bonds will be paid to the County treasury to the credit of the building fund (the “Building Fund”) created by the Series B Resolution, and shall be accounted for separately from all other District and County funds. Any accrued interest or premium received by the County from the sale of the Series B Bonds will be paid to the County treasury, to the credit of the debt service fund created by the Series B Resolution (the “Series B Debt Service Fund”) and used only for payment of principal of and interest on the Series B Bonds, and for no other purpose. Any excess proceeds of the Series B Bonds not needed for the authorized purposes for which the Series B Bonds are being issued shall be transferred to the Series B Debt Service Fund. If, after payment in full of the Series B Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District as permitted by law.

Refunding Bonds. The Refunding Bonds are being issued to (i) advance refund the Prior Bonds, and (ii) pay the costs of issuing the Refunding Bonds.

The net proceeds from the sale of the Refunding Bonds will be deposited with U.S. Bank National Association, as Escrow Agent, to the credit of an escrow fund (the “Escrow Fund”) held pursuant to that certain Escrow Agreement, dated as of June 1, 2020, by and between the District and the Escrow Agent. Amounts deposited in the Escrow Fund will be used to purchase certain non-callable direct and general obligations of the United States of America, or non-callable obligations the payment of which is unconditionally guaranteed by the United States of America (collectively, the “Federal Securities”), the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent to pay the redemption price of the Prior Bonds on the first optional redemption dates therefor, as well as the interest due on the Prior Bonds on and prior to such dates.

The table below shows information on the specific maturities of the Prior Bonds to be refunded with proceeds of the Refunding Bonds.

PRIOR BONDS

**Glendale Community College District
County of Los Angeles, California
2002 Election General Obligation Bonds, 2011 Series E
(Bank Qualified)**

<u>Maturity Date (August 1)</u>	<u>CUSIP</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal to be Refunded</u>	<u>Date of Redemption</u>	<u>Redemption Price (% of Principal Amount)</u>
2022	378394ES5	\$250,000		8/1/2021	100%
2026	378394ET3	1,150,000		8/1/2021	100
2030	378394EU0	1,470,000		8/1/2021	100

**Glendale Community College District
County of Los Angeles, California
2002 Election General Obligation Bonds, 2013 Series F**

<u>Maturity Date (August 1)</u>	<u>CUSIP</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal to be Refunded</u>	<u>Date of Redemption</u>	<u>Redemption Price (% of Principal Amount)</u>
2023	378394FF2	\$935,000		8/1/2022	100%
2024	378394FG0	970,000		8/1/2022	100
2025	378394FH8	1,020,000		8/1/2022	100
2026	378394FJ4	1,050,000		8/1/2022	100
2028	378394FK1	2,235,000		8/1/2022	100
2031	378394FL9	3,620,000		8/1/2022	100

**Glendale Community College District
Los Angeles County, California
2014 General Obligation Refunding Bonds**

<u>Maturity Date (August 1)</u>	<u>CUSIP</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal to be Refunded</u>	<u>Date of Redemption</u>	<u>Redemption Price (% of Principal Amount)</u>
2025	378394FW5	\$1,770,000		8/1/2024	100%
2026	378394GE4	285,000		8/1/2024	100
2026	378394FX3	1,660,000		8/1/2024	100
2027	378394FY1	1,990,000		8/1/2024	100
2028	378394FZ8	2,120,000		8/1/2024	100
2029	378394GA2	2,245,000		8/1/2024	100
2030	378394GB0	2,385,000		8/1/2024	100
2031	378394GC8	2,530,000		8/1/2024	100

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to refund the Prior Bonds as described above will be verified by Causey Demgen & Moore, P.C., as the verification agent (the “Verification Agent”). As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the computations of the Underwriter and the Verification Agent, the Prior Bonds will be defeased and the obligation of the County to levy *ad valorem* property taxes for payment thereof will terminate.

Any accrued interest received by the County from the sale of the Refunding Bonds will be paid to the County treasury, to the credit of the debt service fund created by the Refunding Resolution (the “Refunding Debt Service Fund,” and together with the Series B Debt Service Fund, the “Debt Service Funds”) and used only for payment of principal of and interest on the Refunding Bonds, and for no other purpose.

Investment of Proceeds. Funds on deposit in the Escrow Fund will be invested as described above. Moneys in the Building Fund and Debt Service Funds will be invested through the County’s pooled investment fund. See “APPENDIX F – LOS ANGELES COUNTY TREASURY POOL” attached hereto.

Redemption

Optional Redemption.

Series B Bonds. The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after February 1, 20__ at a redemption price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Capital Appreciation Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds to be redeemed as of the date set for such redemption, without premium.

The Refunding Bonds.

Optional Redemption. The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The Refunding Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Refunding Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Redemption. The Refunding Bonds maturing on August 1, 20__ (the “Refunding Term Bonds”), are subject to mandatory redemption prior to their stated maturity, in part, from mandatory sinking fund account payments, on August 1 of each year, commencing August 1, 20__, at the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount of such Refunding Term Bonds to be redeemed and the dates therefor will be as follows:

**Year Ending
August 1**

**Principal
To Be Redeemed**

(1) Maturity.

In the event that a portion of the Refunding Term Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Refunding Term Bonds optionally redeemed

Selection of Bonds for Redemption. Whenever provision is made in the Resolutions for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, will select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot will be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part will be in the principal amount of \$5,000 or any integral multiple thereof.

Redemption Notice. When redemption is authorized or required pursuant to the Resolutions, the Paying Agent, upon written instruction from the District, will give notice (a “Redemption Notice”) of the redemption of the Bonds. Each Redemption Notice will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

The Paying Agent will take the following actions with respect to each such Redemption Notice: (a) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register; (b) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, telephonically confirmed facsimile transmission, or overnight delivery service, to the Securities Depository; (c) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, or overnight delivery service, to one of the Information Services; and (d) to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

“Information Services” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

“Securities Depository” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided in the Resolutions will be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given will affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds will bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Payment of Redeemed Bonds. When a Redemption Notice has been given substantially as described above, and, when the amount necessary for the redemption of the Bonds called for redemption (principal, Accreted Value, interest, and premium, if any) is irrevocably set aside in trust for that purpose, as described in “—Defeasance” herein, the Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the Redemption Notice, said Bonds will be redeemed and paid at the redemption

price out of such funds. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent will authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amount (which, with respect to any outstanding Current Interest Bonds, means the principal amount, and with respect to any outstanding Capital Appreciation Bond, means the Maturity Value) to the unredeemed portion of the Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

Effect of Redemption Notice. If on the applicable designated redemption date, money for the redemption of the Bonds to be redeemed, together with interest accrued to such redemption date, is held by an independent escrow agent selected by the District so as to be available therefor on such redemption date as described in “—Defeasance,” and if a Redemption Notice thereof will have been given substantially as described above, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Rescission of Redemption Notice. With respect to any Redemption Notice in connection with the optional redemption of Bonds (or portions thereof) as described above, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased as described in “—Defeasance,” such Redemption Notice will state that such redemption will be conditional upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal, Accreted Value, premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said Redemption Notice will be of no force and effect, no portion of the Bonds will be subject to redemption on such date and such Bonds will not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption will not be made and the Paying Agent will within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District will have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent will distribute a notice of rescission of such Redemption Notice in the same manner as such notice was originally provided.

Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, then such Bonds will no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

Book-Entry Only System

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the District believes to be reliable, but neither the District or the Underwriter take any responsibility for the accuracy or completeness thereof. The District and the Underwriter cannot and do not give any assurances that DTC, DTC Direct Participants or Indirect Participants (as defined herein) will distribute to the Beneficial Owners (a) payments of interest on, principal and Accreted Value of, or premium, if any, on the Bonds, (b) certificates representing ownership interest in or other confirmation or

ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered Owner of the Bonds, or that they will so do on a timely basis or that DTC, Direct Participants or Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with Participants are on file with DTC.

The Depository Trust Company, New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants," and together with the Direct Participants, the "Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. However, the information presented on such website is not incorporated herein by any reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial

Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Resolutions. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds or distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

For every transfer and exchange of Bonds, Owners requesting such transfer or exchange may be charged a sum sufficient to cover any tax, governmental charge or transfer fees that may be imposed in relation thereto, which charge may include transfer fees imposed by the Paying Agent, DTC or the DTC Participant in connection with such transfers or exchanges.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to the Owners thereof.

Discontinuation of Book-Entry Only System; Registration, Payment and Transfer of Bonds

So long as any of the Bonds remain outstanding, the District will cause the Paying Agent to maintain at its principal office all books and records necessary for the registration, exchange and transfer of such Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register, exchange or transfer or cause to be registered, exchanged or transferred, on said books, Bonds as provided in the Resolutions.

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, registration, transfer, exchange and replacement of the Bonds.

The principal and Accreted Value of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the designated office of the Paying Agent, initially located in Los Angeles, California. Interest on the Bonds will be paid by the Paying Agent by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount (which with respect to any outstanding Bonds means the principal amount or Maturity Value thereof) upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond Register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the designated office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

None of the District, the County nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding any Bond Payment Date, or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date, or any day on which the applicable notice of redemption is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

Defeasance

All or any portion of the outstanding maturities of the Bonds may be defeased, in whole or in part, prior to maturity in the following ways:

- (a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and Accreted Value thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity dates or applicable redemption dates;
- (b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public

accountant, together with interest to accrue thereon and any moneys transferred from the Debt Service Fund, be fully sufficient to pay and discharge all the Bonds outstanding and designated for defeasance (including all principal and Accreted Value thereof, accrued interest thereon and redemption premium, if any) at or before their maturity dates or applicable redemption dates;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto and the obligations of the County with respect to the Rebate Fund.

“Government Obligations” means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by S&P Global Ratings (“S&P”) or Moody’s Investors Service (“Moody’s”).

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

	<u>Series B Bonds</u>	<u>Refunding Bonds</u>
Sources of Funds		
Principal Amount of Bonds		
Original Issue Premium		
Total Sources		
 Uses of Funds		
Deposit to Building Fund		
Deposit to Debt Service Fund		
Deposit to Escrow Fund		
Costs of Issuance ⁽¹⁾		
Underwriter’s discount		
Total Uses		

⁽¹⁾ Reflects all costs of issuance, including but not limited to credit rating fees, printing costs, legal fees, Escrow Agent fees, Verification Agent fees, and the costs and fees of the Paying Agent. See also “MISCELLANEOUS – Underwriting” herein.

TAX BASE FOR REPAYMENT OF BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The principal and Accreted Value of and interest on the Bonds are payable solely from the proceeds of ad valorem property taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

District property taxes are assessed and collected by the County at the same time and on the same rolls as special district property taxes. Assessed valuations are the same for both the District and the County's taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. The County levies and collects all property taxes for property falling within the County's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently enrolled in August. Property taxes on the secured roll are due in two installments, November 1 and February 1 of the calendar year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a minimum 10% penalty attaches to any delinquent installment plus a \$10 cost on the second installment, plus any additional amount determined by the County Treasurer (the "Treasurer"). Property on the secured roll with delinquent taxes is declared tax-defaulted on or about June 30 of the calendar year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a minimum \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent if they are not paid by August 31. In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien may be recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. Information regarding District-level tax delinquencies is not currently available. See also "—Alternative Method of Tax Apportionment – Teeter Plan" herein.

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) is allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies, including community college districts, share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property, which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the State Constitution. For a discussion of how properties currently are assessed, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” herein. Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

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The following table shows the 10-year history of assessed valuations in the District, as of the date the equalized assessment roll is established in August of each year.

**ASSESSED VALUATION
Fiscal Year 2010-11 through 2019-20
Glendale Community College District**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change⁽¹⁾</u>
2010-11	\$24,844,233,103	--	\$726,383,603	\$25,570,616,706	--
2011-12	25,296,457,210	--	728,780,539	26,025,237,749	1.78%
2012-13	25,529,821,269	--	756,530,032	26,286,351,301	1.00
2013-14	26,646,883,528	--	766,214,818	27,413,098,346	4.29
2014-15	27,958,799,498	--	829,368,564	28,788,168,062	5.02
2015-16	29,571,064,920	--	829,721,717	30,400,786,637	5.60
2016-17	31,233,634,015	--	813,616,263	32,047,250,278	5.42
2017-18					
2018-19					
2019-20					

Source: California Municipal Statistics, Inc.

⁽¹⁾ Calculated based on information provided by California Municipal Statistics, Inc.

Economic and other factors beyond the District’s control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, wildfire, flood, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “THE BONDS – Security and Sources of Payment” herein.

Considerations Regarding COVID-19

An outbreak of disease or similar public health threat, such as the novel coronavirus (“COVID-19”) outbreak, or fear of such an event, could have an adverse impact on the District’s financial condition and operating results.

The spread of COVID-19 is having significant negative impacts throughout the world, including in the District. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the State and the United States. The purpose behind these declarations are to coordinate and formalize emergency actions and across federal, State and local governmental agencies, and to proactively prepare for a wider spread of the virus.

To date there have been a number of confirmed cases of COVID-19 in Los Angeles County and health officials are expecting the number of confirmed cases to grow. The outbreak has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools. The U.S. is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns. In response to the COVID-19 outbreak, the District closed classes from March 16th through March 22nd, and on March 23rd all classes were moved to remote instruction until further notice.

Potential impacts to the District associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges relating to establishing distance learning programs or other measures to permit instruction while District campuses are closed, disruption of the regional and local economy with

corresponding decreases in tax revenues, including property tax revenue, sales tax revenue and other revenues, potential declines in property values, and decreases in new home sales, and real estate development.

The COVID-19 outbreak is ongoing and evolving, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of COVID-19 on the District's operations and finances is unknown.

There can be no assurances that the spread of COVID-19, or the responses thereto by local, State, or the federal government, will not materially adversely impact the local, state and national economies or the assessed valuation of property within the District, or adversely impact enrollment or FTES within the District. See also "TAX BASE FOR REPAYMENT OF THE BONDS –Assessed Valuations" herein.

Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to the Governor's office (<http://www.gov.ca.gov>), the California Department of Public Health (<http://covid19.ca.gov/>) and the County (<http://publichealth.lacounty.gov/index.htm>). The District has not incorporated by reference the information on such websites and the District does not assume any responsibility for the accuracy of the information on such website.

Appeals and Adjustments of Assessed Valuations. Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the California State Board of Equalization ("SBE"), with the appropriate county board of equalization or assessment appeals board. The County Assessor may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

In addition to the above-described taxpayer appeals, county assessors may independently reduce assessed valuations based on changes in the market value of property, or for other factors such as the complete or partial destruction of taxable property caused by natural or man-made disasters such as earthquakes, floods, drought, fire, or toxic contamination pursuant to relevant provisions of the State Constitution.

Whether resulting from taxpayer appeals or county assessor reductions, adjustments to assessed value are subject to yearly reappraisals by the county assessor and may be adjusted back to their original values when real estate market conditions improve. Once property has regained its prior assessed value, adjusted for inflation, it once again is subject to the annual inflationary growth rate factor allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Article XIII A of the California Constitution" herein.

No assurance can be given that property tax appeals currently pending or in the future, actions by the County assessor, or other factors in the future will not significantly reduce the assessed valuation of property within the District.

Assembly Bill 102. On June 27, 2017, the Governor signed into law Assembly Bill 102 (“AB 102”). AB 102 restructures the functions of the SBE and creates two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration will take over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE will continue to perform the duties assigned by the State Constitution related to property taxes, however, beginning January 1, 2018, the SBE will only hear appeals related to the programs that it constitutionally administers and the Office of Tax Appeals will hear appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers, and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

Assessed Valuation by Jurisdiction. The following table below shows an analysis of the distribution of taxable property in the District by jurisdiction, in terms of its fiscal year 2019-20 assessed valuation.

**ASSESSED VALUATION BY JURISDICTION
Fiscal Year 2019-20
Glendale Community College District**

[TO COME]

Assessed Valuation of Single Family Homes. The following table shows the distribution of single family homes within the District among various fiscal year 2019-20 assessed valuation ranges, as well as the average and median assessed valuation of single family homes within the District.

PER PARCEL ASSESSED VALUATION OF SINGLE FAMILY HOMES
Fiscal year 2019-20
Glendale Community College District

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Assessed Valuation and Parcels by Land Use. The following table shows the distribution of taxable property within the District by principal use, as measured by assessed valuation and parcels in fiscal year 2019-20.

ASSESSED VALUATION AND PARCELS BY LAND USE
Fiscal year 2019-20
Glendale Community College District

[TO COME]

Tax Levies and Delinquencies

The County levies and collects all property taxes for property falling within the County's taxing boundaries. The following table shows secured *ad valorem* property tax levies within the District, and amounts delinquent as of June 30, for fiscal years 2011-12 through 2018-19.

SECURED TAX CHARGES AND DELINQUENCIES Fiscal Years 2011-12 through 2018-19 Glendale Community College District

<u>Fiscal Year</u>	<u>Secured Tax Charge⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>% Delinquent June 30</u>
2011-12	\$9,370,435.10	\$196,419.51	2.10%
2012-13	9,515,152.20	171,786.55	1.81
2013-14	9,956,641.52	147,518.47	1.48
2014-15	10,498,719.95	151,950.62	1.45
2015-16	11,132,065.45	158,716.98	1.43
2016-17			
2017-18			
2018-19			

<u>Fiscal Year</u>	<u>Secured Tax Charge⁽²⁾</u>	<u>Amount Delinquent June 30</u>	<u>% Delinquent June 30</u>
2011-12	\$6,097,711.65	\$119,955.62	1.97%
2012-13	6,394,492.55	224,381.97	3.51
2013-14	6,204,443.11	75,161.13	1.21
2014-15	6,207,061.05	67,720.80	1.09
2015-16	6,265,391.40	69,523.42	1.11
2016-17			
2017-18			
2018-19			

⁽¹⁾ 1% State general fund apportionment. Excludes redevelopment agency impounds.

⁽²⁾ General obligation debt service levy.

Source: California Municipal Statistics, Inc.

Tax Rates

The following table summarizes the total *ad valorem* property tax rates, as a percentage of assessed valuation, levied by all taxing entities in a typical tax rate area (a "TRA") within the District during the period from fiscal years 2015-16 through 2019-20.

SUMMARY OF *AD VALOREM* PROPERTY TAX RATES (TRA 4045)⁽¹⁾ Fiscal Years 2015-16 through 2019-20 Glendale Community College District

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
General Tax Rate	1.000000%	1.000000%			
Glendale Unified School District	.050620	.056988			
Glendale Community College District	.021235	.021189			
Metropolitan Water District of Southern California	<u>.003500</u>	<u>.003500</u>			
Total	1.075355%	1.081677%			

⁽¹⁾ The fiscal year 2019-20 assessed valuation of TRA 4045 is \$ _____, which constitutes approximately ___% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment - Teeter Plan

Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan, local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the applicable county. **The County has not adopted the Teeter Plan, and, consequently, the Teeter Plan is not available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore subject to delinquencies.**

The District is a member of the California Statewide Delinquent Tax Finance Authority (“CSDTFA”). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the Government Code. The District anticipates that CSDTFA will from time to time purchase delinquent *ad valorem* tax receivables from the District. For the most recent fiscal year for which CSDTFA purchased delinquencies (the 2018-19 fiscal year), such delinquencies were purchased from the District at a purchase price equal to 110% thereof. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. CSDTFA does not currently purchase *ad valorem* tax receivables related to the payment of general obligation bonds of the District. Thus, the District’s participation in CSDTFA’s program does not ensure that the District will receive the timely payment of ad valorem property taxes levied to secure the Bonds. See also “– *Ad Valorem* Property Taxation” herein.

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Principal Taxpayers

The more property (by assessed value) which is owned by a single taxpayer within the District, the greater amount of tax collections that are exposed to weaknesses is such a taxpayer's financial situation and ability or willingness to pay property taxes. The following table lists the 20 largest local secured taxpayers in the District in terms of their fiscal year 2019-20 secured assessed valuations. Each taxpayer listed below is a name listed on the tax rolls. The District cannot make any representations as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

20 LARGEST LOCAL SECURED TAXPAYERS

Fiscal year 2019-20

Glendale Community College District

[TO COME]

Statement of Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. effective as of June 1, 2020. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The table shows the percentage of each overlapping entity’s assessed value located within the boundaries of the District. The table also shows the corresponding portion of the overlapping entity’s existing debt payable from property taxes levied within the District. The total amount of debt for each overlapping entity is not given in the table.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

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**STATEMENT OF DIRECT AND OVERLAPPING DEBT
Glendale Community College District**

[TO COME]

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

The principal and Accreted Value of and interest on the Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County on taxable property within the District in an amount sufficient for the payment thereof. (See “THE BONDS – Security and Sources of Payment” herein) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and to the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the principal and Accreted Value of and interest on the Bonds. The tax levied by the County for payment of the Series B Bonds and the Prior Bonds was approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.

Article XIII A of the California Constitution

Article XIII A (“Article XIII A”) of the State Constitution limits the amount of *ad valorem* property taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under “full cash value,” or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS” herein.

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b), as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by fifty-five percent or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Series B Bonds and the Prior Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any state taxes for the purpose of increasing tax revenues.

Split Roll Property Tax Ballot Measure. On October 15, 2018, a proposed ballot initiative became eligible for the November 2020 Statewide ballot (the “2020 Ballot Measure”). If approved by a majority of voters casting a ballot at the November 2020 Statewide election, the 2020 Ballot Measure would amend Article XIII A such that the “full cash value” of commercial and industrial real property that is not zoned for commercial agricultural production, for each lien date, would be equal to the fair market value of that property. If passed, the 2020 Ballot Measure would not affect the “full cash value” of residential property or real property used for commercial agricultural production, which would continue to be subject to annual increases not to exceed 2%. After compensating the State General Fund for resulting reductions in State personal income tax and corporate tax revenues, and compensating cities, counties and special districts for the cost of implementing the 2020 Ballot Measure, approximately 40% of the remaining additional tax revenues generated as a result of the 2020 Ballot Measure would be deposited into a fund created pursuant to the 2020 Ballot Measure called the Local School and Community College Property Tax Fund, with such funds being used to supplement, and not replace, existing funding school districts and community college districts receive under the State’s constitutional minimum funding requirement. The District cannot predict whether the 2020 Ballot Measure will appear on the Statewide ballot at the November 2020 election or, if it does, whether the 2020 Ballot Measure will be approved by a majority of voters casting a ballot. If approved, the District cannot make any assurance as to what effect the implementation of the 2020 Ballot Measure will have on District revenues or the assessed valuation of real property in the District.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

That portion of annual property tax revenues generated by increases in assessed valuations within each tax rate area within a county, subject to claims, if any, on tax increment and subject to changes in organizations, if any, of affected jurisdictions, is allocated to each jurisdiction within the tax rate area in the same proportion that the total property tax revenue from the tax rate area for the prior year was allocated to such jurisdictions.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Proposition 50 and Proposition 171

On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor, (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five years after the disaster. At the time of such transfer,

the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50 % of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the assessor can only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120 % of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120 % of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105 % of the Original Cash Value when the replacement property is acquired or constructed within one year of the destruction, (2) 110 % of the Original Cash Value when the replacement property is acquired or constructed within two years of the destruction, or (3) 115 % of the Original Cash Value when the replacement property is acquired or constructed within three years of the destruction.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the SBE as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year. So long as the District is not a community supported district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s school financing formula. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA” herein.

Article XIII B of the California Constitution

Article XIII B (“Article XIII B”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, community college district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines:

- (a) “change in the cost of living” with respect to community college districts to mean the percentage change in California per capita income from the preceding year, and
- (b) “change in population” with respect to a community college district to mean the percentage change in the ADA of the community college district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for bonded debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the State legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty % of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “– Propositions 98 and 111” herein.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local

government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIIC and Article XIID of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIC and XIID (respectively, "Article XIIC" and "Article XIID"), which contain a number of provisions affecting the ability of local agencies, including community college districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Propositions 98 and 111

On November 8, 1988, voters of the State approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changed State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12

school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of State general fund revenues as the percentage appropriated to such districts in the 1986-87 fiscal year, and (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the State legislature to suspend this formula for a one-year period.

The Accountability Act also changed how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount are, instead of being returned to taxpayers, transferred to K-14 school districts. Any such transfer to K-14 school districts is excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year is automatically increased by the amount of such transfer. These additional moneys enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which can be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the State legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State’s budgets in a different way than is proposed in the Governor’s Budget.

On June 5, 1990, the voters of the State approved Proposition 111 (Senate Constitutional Amendment No. 1) called the “Traffic Congestion Relief and Spending Limitation Act of 1990” (“Proposition 111”) which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California per capita personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the minimum funding level for such districts. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into K-14 school district base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit: (i) all appropriations for “qualified capital outlay projects” as defined by the State legislature, and (ii) there are

excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the State legislature and the Governor, which was expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (“Test 1”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (“Test 2”). Under Proposition 111, K-14 school districts will receive the greater of (1) Test 1, (2) Test 2, or (3) a third test (“Test 3”), which will replace Test 2 in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under Test 3, K-14 school districts will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 will become a “credit” (also referred to as a “maintenance factor”) to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions

require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

Jarvis vs. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to

the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 55

The California Children’s Education and Health Care Protection Act of 2016 (also known as “Proposition 55”) is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends, through 2030, the increases to personal income tax rates for high-income taxpayers that were approved as part of Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”). Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the personal income tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Propositions 98 and 111” herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 2

On November 6, 2012, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which

a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15-year period ending with the 2029-30 fiscal year, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the State legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the State legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers to the BSA, nor does the State legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living.

Proposition 51

The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in State general obligation bonds for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts

will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school district lacks sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no guarantees that it will either pursue or qualify for Proposition 51 state facilitates funding.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 22, 26, 30, 39, 98 and 55 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA

The information in this section concerning State funding of community college districts is provided as supplementary information only, and it should not be inferred from the inclusion of the information under this heading that the principal and Accreted Value of, and interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.

Major Revenues

General. California community college districts (other than “community supported” Basic Aid districts, as described below) receive a majority of their funding from the State, and the balance from local and federal sources. State funds include general apportionment, categorical funds, capital construction, lottery funds, and other minor sources. Every community college district receives the same amount of State lottery funds on a per-student basis (which is generally less than 3%), although lottery funds are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery requires the funds to be used for instructional purposes, and prohibits their use for capital purposes.

The major local revenue source is local property taxes that are collected from within district boundaries, with student enrollment fees accounting for the most of the remainder. A small part of a community college district’s budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations, educational foundation contributions and sales or leases of property.

The sum of property taxes, student enrollment fees, EPA funds, and State aid comprise a district’s revenue limit. State funding is generally subject to the appropriation of funds in the State’s annual budget. Thus, decreases in State revenues may affect appropriations made by the State Legislature to community college districts.

“Basic Aid” community college districts (also referred to as “community supported” districts) are those districts whose local property taxes, student enrollment fee collections, and Education Protection Account funds exceed the revenue allocation determined by the current State funding model. Thus, Basic Aid districts do not receive any general apportionment funding from the State. The current law in the State allows these districts to keep the excess funds without penalty. The implication for Basic Aid districts is that legislatively determined annual COLAs and other politically determined factors are less significant in determining such districts primary funding sources. Rather, property tax growth and the local economy become the determining factors. The District is not a Basic Aid district.

Enrollment Based Funding. California community college districts apportionments were previously funded pursuant to a system established by Senate Bill 361 (“SB 361”). SB 361 provided for a basic allocation (a “Basic Allocation”) based on the number of colleges, state-approved education centers and total enrollment, together with funding based on per-student rates for credit FTES, non-credit FTES and career development and college preparation (“CDCP”) non-credit FTES.

SB 361 specified that, commencing with the 2006-07 fiscal year the minimum funding per FTES would be: (a) not less than \$4,367 per credit FTES; (b) at a uniform rate of \$2,626 per non-credit FTES; and (c) \$3,092 per CDCP FTES. Although CDCP FTES were initially funded at a lower rate than credit FTES, subsequent legislation effective as of the 2015-16 fiscal year set the minimum funding for CDCP FTES at the same level as credit FTES. Each such minimum funding rate was subject to cost of living adjustments (each, a “COLA”), if any, funded through the State budgeting legislation in each fiscal year.

One unit of FTES is equivalent to 525 student contact hours, which is determined based on a State formula of one student multiplied by 15 weekly contact hours multiplied by 35 weeks. Accordingly, the number of FTES in the District may not equal the number of students enrolled in the District.

In each fiscal year, the State budget established an enrollment cap on the maximum number of resident FTES, known as the “funded” FTES, for which a community college district would receive a revenue allocation. A district’s enrollment cap was based on the previous fiscal year’s reported FTES, plus the growth allowance provided for by the State budget, if any. All student hours in excess of the enrollment cap were considered “unfunded” FTES. Nonresident and international students are excluded from the State funding formula and pay full tuition.

Student Centered Funding Formula. Assembly Bill 1809 (“AB 1809”), the higher education trailer bill passed as part of the State budget for fiscal year 2018-19, implemented a new funding mechanism referred to as the “Student Centered Funding Formula,” (the “SCFF”). The SCFF includes three components: (1) a base allocation (the “Base Allocation”) driven primarily by enrollment, (2) a supplemental allocation (the “Supplemental Allocation”) based on the number of certain types of low-income students, and (3) a student success allocation (the “Student Success Allocation”) that is calculated using various performance-based metrics.

The SCFF includes several hold-harmless provisions to provide districts greater financial stability in transitioning to the new formula: (i) for fiscal years 2019-20 through 2020-21, community college districts will receive no less in total apportionment funding than they received in 2017-18, adjusted for COLAs; (ii) for fiscal year 2021-22 and onward, districts will receive no less in apportionment funding per-student than they received in fiscal year 2017-18; and (iii) beginning in fiscal year 2019-20, districts will receive the greater of the amount calculated by the SCFF for the current or prior year (excluding amounts districts receive pursuant to the provision summarized in (i) above.)

Base Allocation. The Base Allocation is composed of (1) the Basic Allocation, determined consistent with the prior funding formula (see “—Enrollment Based Funding”), and (2) funding for credit, non-credit and CDCP FTES. The Base Allocation is expected to constitute approximately 70% of Statewide funding for community college district in fiscal year 2019-20. Future year’s allocations are yet to be determined.

The SCFF provides minimum funding levels for credit FTES for the first three fiscal years, as follows: (i) \$3,727 for fiscal year 2019-20. For fiscal year 2019-20 the State’s 2019-20 Budget calculates funding rates in the base, supplemental and student success allocations so that 70% of the SCFF funds would be allocated to the base allocation. Beginning in 2020-21 those funding rates would be adjusted by COLA. Notwithstanding the foregoing, the SCFF provides higher credit FTES funding rates for certain districts, which do not include the District, that were entitled to higher funding rates under the prior funding formula. Beginning in fiscal year 2021-22, the provision of COLAs and other adjustments will be subject to appropriation therefor in the annual State budget. Total funding for credit FTES will be based on a rolling three-year average of the funded credit FTES from the current fiscal year and the two immediately preceding fiscal years. Credit FTES associated with enrollment growth proposed in the annual budget act shall be excluded from the three-year average and shall instead be added to the computed three-year rolling average. In computing the three-year average, credit FTES generated by incarcerated and special admit students shall be excluded and funded consistent with the prior funding formula.

Funding levels for non-credit and CDCP FTES are determined consistent with the prior funding formula. See “—Enrollment Based Funding” herein. Total funding for these categories will be based on

actual non-credit and CDCP FTES for the most recent fiscal year.

For fiscal year 2018-19 the District’s budgeted Base Allocation was equal to \$ _____ and it projects a Base Allocation equal to \$ _____ for fiscal year 2019-20.

The table below shows a breakdown of the District’s historical resident FTES figures for the last five fiscal years, and a projection for the current fiscal year.

**RESIDENT FULL TIME EQUIVALENT STUDENTS
Fiscal Years 2014-15 through 2019-20
Glendale Community College District**

<u>Fiscal Year</u>	<u>Funded FTES</u>	<u>Unfunded FTES</u>	<u>Total FTES</u>
2014-15	15,462	--	15,462
2015-16	14,093	--	14,093
2016-17			
2017-18			
2018-19			
2019-20 ⁽¹⁾			

⁽¹⁾ Projected.

Source: Glendale Community College District.

Supplemental Allocation. The Supplemental Allocation, accounting for approximately 20% of Statewide funding, will be distributed to districts based on their headcounts of students that qualify for Federal Pell Grants, California College Promise Grants or student fee waivers under Education Code 76300. The SCFF provides \$919 per qualifying student for fiscal year 2018-19. Beginning in fiscal year 2019-20, the provision of COLAs and other adjustments to this amount will be subject to appropriation therefor in the annual State budget. Headcounts are not unduplicated, such that districts will receive twice as much supplemental funding for a student that falls into more than one of the aforementioned categories.

Student Success Allocation. The Student Success Allocation will be distributed to districts based on their performance in a various student outcome metrics, including obtaining various degrees and certificates, completing transfer-level math and English courses within a student’s first year, and having students obtain a regional living wage within a year of completing community college. The Student Success Allocation is expected to account for 10% of statewide funding for community college districts. Each metric is assigned a point value, with some metrics weighted more than others. A single student outcome with more points will generate more funding. Beginning in fiscal year 2019-20 the student success allocation will also calculate based on the three-year rolling average of each metric. Outcome metrics for students that qualify for Federal Pell Grants and California College Promise Grants are eligible for additional funding.

For fiscal year 2019-20, the SCFF provides a rate for all students of \$660 per point, and additional \$167 per point for Pell Grant and California College Promise Grant students. For fiscal year 2020-21, the rates increase to \$880 per point and \$222 per point, respectively, subject to COLAs and other base adjustments.

Budget Procedures

On or before September 15, the Board of Trustees of a community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor’s Office of the California Community Colleges (the “Chancellor’s Office”), submits to the Department of Finance (“DOF”) proposals for changes in the State

budget. These proposals are submitted in the form of Budget Change Proposals (“BCPs”), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by January 10 a proposed State budget is presented by the governor to the legislature. The Governor’s State budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the Board of Governors and the Chancellor’s Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California’s community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district’s financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district’s financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district’s financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district’s financial condition, the Chancellor will pay special attention to each district’s general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor’s Office where financial solutions to the district’s problems will be addressed and implemented.

See “GLENDALE COMMUNITY COLLEGE DISTRICT – District Budgeting – General Fund Budgeting” herein for more information regarding the District’s recent budgets.

Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding test (“Test 3”) to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual COLA for the minimum guarantee for annual K-14 funding would be the change in California’s per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

Calculating Minimum Funding Guarantee. There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is the 1989-90 fiscal

year. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount under Proposition 98 guarantee (K-14 education aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40 percent. Because of the major shifts of property tax from local government to school districts and community college districts which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth and per-capita personal income COLA.

Test 3 established pursuant to Proposition 111, provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance (also referred to as a “maintenance factor”) equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

State Assistance

The following information concerning the State’s budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information herein that the principal or Maturity Value of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.

2019-20 Budget. On June 27, 2019, the Governor signed into law the State budget for fiscal year 2019-20 (the “2019-20 Budget”). The following information is drawn from summaries of the 2019-20 Budget prepared by the State Department of Finance and the LAO.

For fiscal year 2018-19, the 2019-20 Budget projected total general fund revenues and transfers of \$138 billion and total expenditures of \$142.7 billion. The State was projected to end the 2018-19 fiscal

year with total available general fund reserves of \$20.7 billion, including \$5.4 billion in the traditional general fund reserve, \$14.4 billion in the BSA and \$900 million in the Safety Net Reserve Fund for the CalWORKs and Medi-Cal programs. For fiscal year 2019-20, the 2019-20 Budget projected total general fund revenues and transfers of \$143.8 billion and authorized expenditures of \$147.8 billion. The State was projected to end the 2019-20 fiscal year with total available general fund reserves of \$18.8 billion, including \$1.4 billion in the traditional general fund reserve, \$16.5 billion in the BSA and \$900 million in the Safety Net Reserve Fund. The 2019-20 Budget also authorized a deposit to the PSSSA of \$376.5 million in order to comply with Proposition 2.

For fiscal year 2019-20, the 2019-20 Budget set the minimum funding guarantee at \$81.1 billion. Other significant features with respect to community college funding include the following:

- *Apportionments* – An increase of \$230 million in Proposition 98 funding, reflecting a 3.26% COLA to community college district apportionments. The Proposed 2020-21 Budget also includes an increase of \$24.7 million in Proposition 98 funding available for enrollment growth.
- *Settle-Up Payment* - An increase of \$686.6 million for K-14 school districts to pay the balance of past-year Proposition 98 funding owed through fiscal year 2017-18.
- *Pension Costs* – A \$3.15 billion payment from non-Proposition 98 funds to CalSTRS and CalPERS, to reduce long-term liabilities for K-14 school districts. Of this amount, \$850 million would be provided to buy down employer contribution rates in fiscal years 2019-20 and 2020-21. With these payments, CalSTRS employer contributions will be reduced from 18.13% to 17.1% in fiscal year 2019-20, and from 19.1% to 18.4% in fiscal year 2020-21. The CalPERS employer contribution will be reduced from 20.7% to 19.7% in fiscal year 2019-20, and the projected CalPERS employer contribution is expected to be reduced from 23.6% to 22.9 % in fiscal year 2020-21. The remaining \$2.3 billion would be paid towards employers’ long-term unfunded liability. See also “GLENDALE COMMUNITY COLLEGE DISTRICT – Retirement Programs,” herein.
- *Free College* - \$42.6 million in ongoing Proposition 98 funding to support a second academic year of the California College Promise to waive enrollment fees for first-time, full-time students.
- *Deferred Maintenance* – A one-time increase of \$13.5 million in Proposition 98 funding for deferred maintenance, instructional equipment and specified water conservation projects.
- *Student Support* – An ongoing increase of \$9 million in Proposition 98 funding to provide support to community college students who are homeless or are experiencing housing insecurity. The 2019-20 Budget also provided a one-time increase of \$3.9 million in Proposition 98 funding to address student basic needs, including housing and food insecurity.
- *Veterans Resources* – An ongoing increase of \$5 million in Proposition 98 funding for the establishment or enhancement of veterans resource centers at community colleges. In addition, the 2019-20 Budget also provided an increase of \$2.25 million in Proposition 98 settle-up funds to expand veterans resource centers at specified colleges.
- *Workforce Development* – A one-time increase of \$4.75 million in one-time, Proposition 98 settle-up funds to support the improvement of workforce development programs at specified community colleges.

- *Proposition 51* – The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative approved at the November 8, 2016 election that authorizes the sale and issuance of \$9 billion in State general obligation bonds for the new construction and modernization of K-14 facilities. The 2019-20 Budget allocated \$535.3 million of such bond funds for critical fire and life safety projects at campuses statewide.

Future Actions. The District cannot predict what actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District. However, the obligation to levy *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Bonds would not be impaired.

Proposed 2020-21 Budget. On January 10, 2020, the Governor released his proposed State budget for fiscal year 2020-21 (the “Proposed 2020-21 Budget”). The following information is drawn from the summaries of the Proposed 2020-21 Budget prepared by the State Department of Finance and the LAO.

For fiscal year 2020-21, the Proposed 2020-21 Budget projects total general fund revenues and transfers of \$146.5 billion and total expenditures of \$149.7 billion. The State is projected to end the 2019-20 fiscal year with total available general fund reserves of \$20 billion, including \$3.1 billion in the traditional general fund reserve, \$16 billion in the BSA and \$900 million in the Safety Net Reserve Fund for the CalWORKs. The Proposed 2020-21 Budget also increases the deposit into the PSSA by \$147.7 million, for a total of \$524 million, in order to comply with Proposition 2.

For fiscal year 2020-21, the Proposed 2020-21 Budget projects total general fund revenues and transfers of \$151.6 billion and authorizes expenditures of \$153.1 billion. The State is projected to end the 2020-21 fiscal year with total available general fund reserves of \$20.5 billion, including \$1.6 billion in the traditional general fund reserve, \$18 billion in the BSA and \$900 million in the Safety Net Reserve Fund. The Proposed 2020-21 Budget also authorizes a deposit to the PSSSA of \$487 million in order to comply with Proposition 2. Pursuant to the provisions of Proposition 2, the Proposed 2020-21 Budget also projects a draw on the PSSSA of approximately \$37.6 million.

The Proposed 2020-21 Budget makes certain revisions to Proposition 98 funding levels set by prior budgetary legislation. For fiscal year 2018-19, the minimum funding guarantee is revised to \$78.4 billion, an increase of \$301.5 million from prior levels. For fiscal year 2019-20, the minimum funding guarantee is revised to \$81.6 billion, an increase of \$517 million from the prior level. These increases are due largely to increases in property tax revenues in fiscal year 2018-19, and increases in State general fund revenues in both fiscal years.

For fiscal year 2020-21, the Proposed 2020-21 Budget sets the minimum funding guarantee at \$84 billion, an increase of approximately \$2.6 billion over the revised prior year level. Other significant features with respect to community college funding include the following:

- *Apportionments* – An increase of \$167.2 million in Proposition 98 funding, reflecting a 2.29% COLA to community college district apportionments. The Proposed 2020-21 Budget also includes an increase of \$31.9 million in Proposition 98 funding available to fund 0.50% growth in enrollment.

- *Faculty Support* – An increase of \$15 million in one-time Proposition 98 funding for a pilot program to improve faculty diversity, and an increase of \$10 million in one-time Proposition 98 funding for part-time faculty office hours.
- *Textbooks* - \$10 million in one-time Proposition 98 funding to develop and implement zero-textbook-cost degrees using open educational resources.
- *Student Support* – The Proposed 2020-21 Budget includes a number of student support measures, including (i) \$11.4 million for campus food pantries, (ii) \$10 million to provide legal services to immigrant students, staff and faculty, (iii) \$5.8 million to fund liaisons and student support services, including those related to career pathways and economic mobility, for immigrant students, and (iv) \$5 million to provide instructional materials to dual enrollment students.
- *Apprenticeships* - \$83.2 million in Proposition 98 funding to support the expansion of apprenticeship opportunities and work-based models and programs at community colleges, as well as to support a projected growth in reimbursable apprenticeship instructional hours.
- *Proposition 51* – The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative approved at the November 8, 2016 election that authorizes the sale and issuance of \$9 billion in State general obligation bonds for the new construction and modernization of K-14 facilities. The Proposed 2020-21 Budget allocates \$27.6 million of such bond funds for community college facility projects.

For additional information regarding the Proposed 2020-21 Budget, see the State Department of Finance website at www.dof.ca.gov and the LAO’s website at www.lao.ca.gov. However, the information presented on such websites is not incorporated herein by reference.

Future Actions. The District cannot predict what actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District. However, the obligation to levy ad valorem property taxes upon all taxable property within the District for the payment of principal of and interest on the Bonds would not be impaired.

GLENDALE COMMUNITY COLLEGE DISTRICT

The information in this section concerning the operations of the District and the District’s finances are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and Accreted Value of or interest on the Bonds is payable from the general fund of the District. The principal and Accreted Value of and interest on the Bonds are payable solely from the proceeds of an ad valorem property tax levied annually by the County in an amount sufficient for the payment thereof. See “THE BONDS – Security and Sources of Payment” herein.

Introduction

The District was formed in 1971. The District’s boundaries include the City of Glendale, small portions of the City of La Cañada-Flintridge and unincorporated communities in Los Angeles County.

The District’s facilities include the Glendale Campus as well as an Adult Community Training Center and the Professional Development Center. The College is fully accredited by the ACCJC For fiscal year 2019-20, the District has budgeted its full-time equivalent student (“FTES”) count at approximately _____ students. Taxable property within the District has a fiscal year 2019-20 assessed valuation of \$_____.

Administration

The District is governed by a five-member Board, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between three and four available positions. The Board includes five voting members serving four-year terms, each elected by the voters in five trustee areas of the District. Current members of the District Board, together with their offices and the dates their terms expire, are listed below:

GLENDALE COMMUNITY COLLEGE DISTRICT Board of Trustees

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Dr. Vahé Peroomian	President	April 2020
Anthony P. Tartaglia	Vice President	April 2020
Yvette V. Davis	Clerk	April 2022
Dr. Armine Hacopian	Member	April 2022
Ann H. Ransford	Member	April 2022

The management and policies of the District are administered by a Superintendent/President appointed by the Board who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Brief biographies of the Superintendent/President and Executive Vice President, Administrative Services follow:

Dr. David Viar, Superintendent/President. Dr. Viar was appointed as Superintendent/President of the District on July 1, 2013. Prior to his present position, Dr. Viar served for eight years as the President of American River College, one of four community colleges in the Los Rios Community College District serving the Greater Sacramento Metropolitan region. Prior to joining American River College, he served for 15 years as the CEO of the Community College League of California, an advocacy group comprised of the locally-elected governing board members and chief executive officers for the State’s 112 community colleges. He has also served as the head of the Illinois Community College Trustees Association and as the executive director of the Association of Community College Trustees in Washington, D.C. He holds a Juris Doctor degree from Drake University and a Bachelors of Arts degree in economics from Western Illinois University.

Dr. Anthony Culpepper, Executive Vice President. Dr. Culpepper was appointed as the Executive Vice President in September 2016. Prior to his present position, Dr. Culpepper was the Vice President of Finance and Administrative Services at Bakersfield College and Treasurer of the Board of Bakersfield College Foundation since March 2014. Dr. Culpepper previously served as Vice Provost and Professor at Ashford University, Dean of the School of Business at DeVry University, Long Beach, Professor and Dean of the Colleges of Business Administration and Information Systems at Trident University International, and mid-tenure Assistant Professor at Pepperdine University. Dr. Culpepper has served for 15 years in several corporate executive positions as a Controller and Chief Financial Officer/Vice President of Finance. Dr. Culpepper holds certifications as a Certified Public Accountant, Certified Management Accountant, and Certified Financial Manager. He earned a Doctorate degree in Organizational Leadership and Master’s degree in Business Management from Pepperdine University.

Labor Relations

The District currently employs approximately ___ full-time faculty, ___ part-time faculty, ___ classified and confidential employees, and ___ management employee. These employees, except management and some part-time employees, are represented by two bargaining units as noted in the following table:

**GLENDALE COMMUNITY COLLEGE DISTRICT
Labor Relations**

<u>Labor Organization</u>	<u>Number of Employees in Organization</u>	<u>Contract Expiration Date</u>
Glendale College Guild – 2276 of the American Federation of Teachers California School Employees Association		

Source: Glendale Community College District.

Retirement Programs

The information set forth below regarding the STRS and PERS programs (as defined herein), other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the “STRS Defined Benefit Program”). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer nor State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years

assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 (“AB 1469”) into law as a part of the State’s fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing July 1, 2014, the employee contribution rate increased over a three-year phase-in period in accordance with the following schedule:

**MEMBER CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired After January 1, 2013</u>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205

Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members hired after the Implementation Date (defined below) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. The contribution rate for employees hired after the Implementation Date (defined below) increased from 9.205% of creditable compensation for fiscal year commencing July 1, 2017 to 10.205% of creditable compensation effective July 1, 2018. For fiscal year commencing July 1, 2019, the contribution rate for employees hired after the Implementation Date (defined below) will be 10.205%.

Pursuant to AB 1469, K-14 school districts’ contribution rate will increase over a seven-year phase-in period in accordance with the following schedule:

**K-14 SCHOOL DISTRICT CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>K-14 school districts</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers’ Retirement Board (the “STRS Board”), is required to increase or decrease the K-14 school districts’ contribution rate to reflect the contribution required to eliminate the remaining

2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 ("SB 90") into law as a part of the 2019-20 Budget. Pursuant to SB 90, the State Legislature appropriated \$2.246 billion to be transferred to the Teacher's Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21. The remainder of the payment not committed for the reduction in employer contribution rates described above, is required to be allocated to reduce the employer's share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – State Assistance" herein.

The District's contribution to STRS was \$3,512,175 in fiscal year 2015-16, \$4,335,443 in fiscal year 2016-17, \$5,194,306 in fiscal year 2017-18 and \$6,311,606 in fiscal year 2018-19. The District has projected \$ _____ as its contribution to STRS in fiscal year 2019-20.

The State also contributes to STRS, currently in an amount equal to 7.328% for fiscal year 2018-19 and 7.828% for fiscal year 2019-20. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990.

In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2018 included 1,579 public agencies and 1,313 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the "Schools Pool").

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The District is currently required to contribute to PERS at an actuarially determined rate, which is 20.733% of eligible salary expenditures in fiscal year 2019-20. Participants enrolled in PERS prior to January 1, 2013 contribute at a rate established by statute, which is 7% of their respective salaries in fiscal year 2019-20, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 7% in fiscal year 2019-20. See “—California Public Employees’ Pension Reform Act of 2013” herein.

Pursuant to SB 90, the State Legislature appropriated \$144 million for fiscal year 2019-20 and \$100 million for fiscal year 2020-21 to be transferred to the Public Employees’ Retirement Fund, to pay in advance, on behalf of K-14 school district employers, part of the contributions required for K-14 school district employers for such fiscal years. In addition, the State Legislature appropriated \$660 million to be applied toward certain unfunded liabilities for K-14 school district employers. As a result of the payments made by the State pursuant to SB 90, the employer contribution rate for fiscal year 2019-20 is 19.721%. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – State Assistance” herein.

The District’s contribution to PERS was \$2,632,625 in fiscal year 2015-16, \$3,115,508 in fiscal year 2016-17, \$3,605,928 in fiscal year 2017-18 and \$4,335,699 in fiscal year 2018-19. The District has projected \$_____ as its contribution to PERS in fiscal year 2019-20.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

FUNDED STATUS
STRS (Defined Benefit Program) and PERS (Schools Pool)
(Dollar Amounts in Millions) ⁽¹⁾
Fiscal Years 2010-11 through 2017-18

<u>STRS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)⁽²⁾</u>	<u>Unfunded Liability (MVA)⁽²⁾</u>	<u>Value of Trust Assets (AVA)⁽³⁾</u>	<u>Unfunded Liability (AVA)⁽³⁾</u>
2010-11	\$208,405	\$147,140	\$68,365	\$143,930	\$64,475
2011-12	215,189	143,118	80,354	144,232	70,957
2012-13	222,281	157,176	74,374	148,614	73,667
2013-14	231,213	179,749	61,807	158,495	72,718
2014-15	241,753	180,633	72,626	165,553	76,200
2015-16	266,704	177,914	101,586	169,976	96,728
2016-17	286,950	197,718	103,468	179,689	107,261
2017-18	297,603	211,367	101,992	190,451	107,152

<u>PERS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)</u>	<u>Unfunded Liability (MVA)</u>	<u>Value of Trust Assets (AVA)⁽³⁾</u>	<u>Unfunded Liability (AVA)⁽³⁾</u>
2010-11	\$58,358	\$45,901	\$12,457	\$51,547	\$6,811
2011-12	59,439	44,854	14,585	53,791	5,648
2012-13	61,487	49,482	12,005	56,250	5,237
2013-14	65,600	56,838	8,761	-- ⁽⁴⁾	-- ⁽⁴⁾
2014-15	73,325	56,814	16,511	-- ⁽⁴⁾	-- ⁽⁴⁾
2015-16	77,544	55,785	21,759	-- ⁽⁴⁾	-- ⁽⁴⁾
2016-17	84,416	60,865	23,551	-- ⁽⁴⁾	-- ⁽⁴⁾
2017-18	92,071	64,846	27,225	-- ⁽⁴⁾	-- ⁽⁴⁾

(1) Amounts may not add due to rounding.

(2) Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

(3) Reflects actuarial value of assets.

(4) Effective for the June 30, 2014 actuarial valuation, PERS no longer uses an actuarial value of assets.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2010, through June 30, 2015), on February 1, 2017, the STRS Board adopted a new set of actuarial assumptions that reflect member's increasing life expectancies and current economic trends. These new assumptions were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2016 (the "2016 STRS Actuarial Valuation"). The new actuarial assumptions include, but are not limited to: (i) adopting a generational mortality methodology to reflect past improvements in life expectancies and provide a more dynamic assessment of future life spans, (ii) decreasing the investment rate of return (net of investment and administrative expenses) to 7.25% for the 2016 STRS Actuarial Valuation and 7.00% for the June 30, 2017 actuarial evaluation (the "2017 STRS Actuarial Valuation"), and (iii) decreasing the projected wage growth to 3.50% and the projected inflation rate to 2.75%. The 2017 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

Based on salary increases less than assumed and actuarial asset gains recognized from the current and prior years, the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2018 (the “2018 STRS Actuarial Valuation”) reports that the unfunded actuarial obligation decreased by \$109 million since the 2017 STRS Actuarial Valuation and the funded ratio increased by 1.4% to 64.0% over such time period.

According to the 2018 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2046 of 99.9%, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990, for which AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

In recent years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%. On November 17, 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing PERS Discount Rate by at least four percentage points. On December 21, 2016, the PERS Board voted to lower the PERS Discount Rate to 7.0% over a three year phase-in period in accordance with the following schedule: 7.375% for the June 30, 2017 actuarial valuation, 7.25% for the June 30, 2018 actuarial valuation and 7.00% for the June 30, 2019 actuarial valuation. The new discount rate went into effect July 1, 2017 for the State and July 1, 2018 for K-14 school districts and other public agencies. Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on December 20, 2017, the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.625% for the June 30, 2018 actuarial valuation and to 2.50% for the June 30, 2019 actuarial valuation, (ii) lowering the payroll growth rate to 2.875% for the June 30, 2018 actuarial valuation and 2.75% for the June 30, 2019 actuarial valuation, and (iii) certain changes to demographic assumptions relating to the salary scale for most constituent groups, and modifications to the morality, retirement, and disability retirement rates.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

The Schools Pool Actuarial Valuation as of June 30, 2018 (the “2018 PERS Actuarial Valuation”), reported that the contribution rate for 2020-21 is projected to be 22.8%, with annual increases thereafter, resulting in a projected 26.7% employer contribution rate for fiscal year 2026-27. The projected contribution rates reflect a 6.7% investment return reduced by estimated administrative expenses for fiscal year 2018-19 and the anticipated decrease in normal cost due to new hires entering lower benefit formulas under the Reform Act, as well as the additional \$904 million contributed by the State in July 2019 pursuant to SB 90. As reported in the 2018 PERS Actuarial Valuation, the funded status for the Schools Pool decreased by 1.7% from June 30, 2017 to June 30, 2018, primarily due to increases in liability resulting from the decrease in the discount rate, discussed above, and the new actuarial valuation system, partially offset by the investment return in fiscal year 2017-18 being greater than expected.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees’ Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive

36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

As of June 30, 2019, the District’s proportionate shares of the STRS and PERS net pension liabilities were \$64,129,414 and \$46,800,641, respectively. For more information, see “APPENDIX B – 2018-19 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT – Note 12” attached hereto.

Other Post-Employment Benefits

Benefit Plan. The District administers the Glendale Community College District Health Plan (the “Plan”), a single-employer defined benefit healthcare plan that provides medical and dental insurance benefits (the “Benefits”) to eligible retirees and their spouses. The full cost of Benefits is covered by the Plan. As of June 30, 2019, membership of the Plan consisted of ___ retirees and beneficiaries currently receiving the Benefits, and ___ active Plan members. The following is a description of the Plan:

	<u>Faculty, Classified, & Management</u>	<u>Board</u>
Benefits types provided	Medical and dental	Medical, dental and vision
Duration of Benefits	To age 65 plus one year for each year retired before 60 (up to 5 additional years); Additional 10 years of Medicare Supp allowance	Lifetime
Required Service	9 years	12 years
Minimum Age	55	None
Dependent Coverage	Yes	Yes
College Contribution %	100%	100%
College Cap	\$10,200 per year \$2,400 for Medicare Supplement allowance*	None

* Was \$8,500 and \$1,800, respectively, previously. [To confirm]

For more information regarding the Plan and the Benefits, see “APPENDIX A – 2018-19 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT – Note 10” attached hereto.

Funding Policy. The District’s funding policy for the Benefits is based on the projected pay-as-you-go financing requirements, with additional amounts to prefund the Benefits as determined annually by the Board. For fiscal year 2016-17, the District contributed \$1,283,279 to the Plan of which \$734,969 was used for current premiums, and \$548,310 was contributed to the OPEB Trust (defined below). For fiscal year 2017-18, the District contributed \$5,419,738 to the Plan of which \$669,131 was used for current premiums, and \$4,750,607 was contributed to the OPEB Trust. For fiscal year 2018-19, the District contributed \$ _____ to the Plan of which \$ _____ was used for current premiums, and \$ _____ was contributed to the OPEB Trust.

In April 2015, the Board approved the OPEB Funding Plan, which resulted in the District establishing an irrevocable trust with CalPERS to fund its accrued liability for the Post-Employment Benefits (the “OPEB Trust”). As of June 30, 2019, the value of the assets in the OPEB Trust was \$4,573,417.

GASB Statement Nos. 74 and 75. On June 2, 2015, GASB approved Statements Nos. 74 and 75 (each, “GASB 74” and “GASB 75”) with respect to pension accounting and financial reporting standards for public sector post-retirement benefit programs and the employers that sponsor them. GASB 74 replaces GASB Statements No. 43 and 57 and GASB 75 replaces GASB 45.

Most of GASB 74 applies to plans administered through trusts, contributions in which contributions are irrevocable, trust assets are dedicated to providing other post –employment benefits to plan members and trust assets are legally protected from creditors. GASB Statements No. 74 and No. 75 will require a liability for OPEB obligations, known as the Net OPEB Liability, to be recognized on the balance sheet of the plan and the participating employer’s financial statements. In addition, an OPEB expense (service cost plus interest on total OPEB liability plus current-period benefit changes minus member contributions minus assumed earning on plan investments plus administrative expenses plus recognition of deferred outflows

minus recognition of deferred inflows) will be recognized in the income statement of the participating employers. In the notes to its financial statements, employers providing other post-employment benefits will also have to include information regarding the year-to-year change in the Net OPEB Liability and a sensitivity analysis of the Net OPEB Liability to changes in the discount rate and healthcare trend rate. The required supplementary information will also be required to show a 10-year schedule of the plan's net OPEB liability reconciliation and related ratios, and any actuarially determined contributions and investment returns.

Under GASB 74, the measurement date must be the same as the plan's fiscal year end, but the actuarial valuation date may be any date up to 24 months prior to the measurement date. For the Total OPEB Liability, if the valuation date is before the measurement date, the results must be projected forward from the valuation date to the measurement date using standard actuarial roll-forward techniques. For plans that are unfunded or have assets insufficient to cover the projected benefit payments, a discount rate reflecting a 20-year tax-exempt municipal bond yield or index rate must be used. For plans with assets that meet the GASB 74 requirements, a projection of the benefit payments and future Fiduciary Net Position is performed based on the funding policy and assumptions of the plan, along with the methodology specified in GASB. The Fiduciary Net Position measures the value of trust assets, adjusted for payees and receivables.

GASB No. 74 has an effective date for plan fiscal years beginning after June 15, 2016, and was first recognized in the District's financial statements for fiscal year 2016-17. GASB Statement No. 75 has an effective date for employer fiscal years beginning after June 15, 2017, and the District first recognized GASB No. 75 in their financial statements for fiscal year 2016-17. For fiscal year 2018-19, the District reported a Total OPEB Liability of \$25,088,425, a Fiduciary Net Position of \$7,317,337 and a Net OPEB Liability of \$17,771,088. See also "APPENDIX B – 2018-19 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT – Noe 10" attached hereto.

Actuarial Valuation. The District's most recent actuarial study, dated as of June 30, 2017, calculated the District's accrued liability in accordance with GASB No. 74 and GASB No. 75. The study concluded that, as of a June 30, 2018 measurement date, the District's Total OPEB Liability was \$_____, its Fiduciary Net Position was \$_____ and its Net OPEB Liability was \$_____.

Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

Property and Liability. The District contracts with the Alliance for Schools for Cooperative Insurance Program ("ASCIP") Joint Powers Authority for property and liability insurance coverage. ASCIP provides coverage of \$1 million combined single limit per occurrence for general and automobile liability and replacement costs subject to policy limits, terms, and conditions for property liability. Settled claims with respect to the ASCIP coverage have not exceeded the commercial coverage in any of the past three years, and there has not been a significant reduction in coverage from the prior year.

Workers' Compensation. The District participates in the Schools Linked for Insurance Management ("SLIM") Joint Powers Authority, an insurance purchasing pool, for workers' compensation coverage.

Health Coverage. Employee health coverage benefits are covered by a commercial insurance policy purchased by the District.

See also “APPENDIX B – 2018-19 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT – Note __ – Joint Powers Agreements” attached hereto.

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Education Code Section 84030, is to be followed by all California community college districts. The Governmental Accounting Standards Board (“GASB”) has released (i) Statement No. 34, which is effective for the District and makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted, and (ii) Statement No. 35, which is effective for the District and makes changes in the required content and format of annual financial statements for public colleges and universities. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

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General Fund Budgeting

The table below shows the District's general fund budgets for fiscal years 2015-16 through 2019-20, ending results for fiscal years 2015-16 through 2018-19, and projected actual results for fiscal year 2019-20.

GENERAL FUND BUDGETING Fiscal Years 2015-16 through 2019-20 Glendale Community College District

	<u>Fiscal Year 2015-16⁽¹⁾</u>		<u>Fiscal Year 2016-17⁽¹⁾</u>		<u>Fiscal Year 2017-18⁽¹⁾</u>		<u>Fiscal Year 2018-19⁽¹⁾</u>		<u>Fiscal Year 2019-20</u>	
	<u>Budgeted</u>	<u>Ending</u>	<u>Budgeted</u>	<u>Ending</u>	<u>Budgeted</u>	<u>Ending</u>	<u>Budgeted</u>	<u>Ending</u>	<u>Budgeted⁽¹⁾</u>	<u>Projected⁽²⁾</u>
REVENUES:										
Federal Revenues	\$5,664,556	\$5,274,630	\$2,765,137	\$3,831,349	\$2,978,783	\$2,907,270	\$2,848,741	\$2,788,746	\$2,284,104	
State Revenues	85,625,930	85,380,597	76,108,342	74,719,494	82,317,107	84,151,033	87,800,281	83,046,657	85,282,448	
Local Revenues	<u>25,654,278</u>	<u>29,505,275</u>	<u>30,008,867</u>	<u>36,981,266</u>	<u>30,664,178</u>	<u>38,600,747</u>	<u>37,619,713</u>	<u>36,240,567</u>	<u>37,855,521</u>	
Total Revenues	116,944,764	120,160,502	108,882,346	115,532,109	115,960,068	125,659,050	128,268,735	122,075,970	125,422,073	
EXPENDITURES:										
Academic Salaries	43,200,386	44,253,220	44,642,714	47,268,396	46,008,456	49,634,510	48,476,107	52,594,238	53,030,737	
Classified Salaries	24,626,679	24,952,831	25,374,775	25,806,210	26,962,023	26,700,433	28,106,934	27,993,985	30,808,988	
Employee Benefits	21,312,453	20,646,861	27,182,901	22,005,180	22,454,278	29,343,648	21,590,696	29,866,067	31,030,189	
Supplies and Materials	2,711,090	1,526,748	2,958,328	1,580,904	2,836,487	1,870,673	1,916,406	2,312,336	2,175,168	
Other Operating Expense & Services	9,660,901	11,353,776	9,265,606	11,680,719	11,194,879	11,819,282	12,434,381	14,080,732	11,575,955	
Capital Outlay	<u>2,734,408</u>	<u>4,502,035</u>	<u>1,271,776</u>	<u>3,675,222</u>	<u>1,672,383</u>	<u>2,427,361</u>	<u>3,456,043</u>	<u>2,302,002</u>	<u>289,597</u>	
Total Expenditures	104,245,917	107,235,471	110,696,100	112,016,631	111,128,506	121,795,907	115,980,567	129,149,360	128,910,634	
Excess/(Deficiency) of Revenues over Expenditures	12,698,847	12,925,031	(1,813,754)	3,515,478	4,831,562	3,863,143	12,288,168	(7,073,390)	(3,488,561)	
Other Financing Sources	5,118,044	6,032,665	2,474,402	2,413,280	1,943,498	1,836,007	2,067,498	1,333,442	2,136,519	
Other Outgo⁽³⁾	(7,504,363)	(8,397,668)	(4,676,284)	4,968,324	4,758,128	4,755,080	111,590	2,997,216	232,769	
Net Increase/(Decrease) in Fund Balance	10,312,528	10,560,028	(4,015,636)	960,434	2,016,932	944,070	14,244,076	(8,737,164)	(1,584,811)	
Beginning Fund Balance, July 1	<u>8,331,922</u>	<u>8,331,922</u>	<u>18,891,950</u>	<u>18,891,950</u>	<u>19,852,384</u>	<u>19,852,384</u>	<u>20,796,454</u>	<u>20,796,454</u>	<u>12,059,290</u>	
Ending Fund Balance, June 30	<u>\$18,644,450</u>	<u>\$18,891,950</u>	<u>\$14,876,314</u>	<u>\$19,852,384</u>	<u>\$21,869,316</u>	<u>\$20,796,454</u>	<u>\$35,040,530</u>	<u>\$12,059,290</u>	<u>\$10,474,479</u>	

⁽¹⁾ Budgeted and ending results of the combined Restricted and Unrestricted General Fund for fiscal years 2015-16 through 2018-19, and budgeted figures for fiscal year 2019-20, from the District's CCFS-311 Reports filed with the California Community Colleges Chancellor's Office. For audited statements of total revenues, expenditures and changes in fund balances for the District's governmental funds for fiscal years 2014-15 through 2018-19, see "—Comparative Financial Statements" herein.

⁽²⁾ From the District's _____, adopted by the Board on _____, 2020.

Source: Glendale Community College District.

Comparative Financial Statements

The following table reflects the District's audited revenues, expenditures and changes in net assets in the District's primary government funds from fiscal years 2014-15 through 2018-19.

STATEMENT OF TOTAL REVENUES AND EXPENDITURES AND CHANGES IN NET ASSETS Fiscal Years 2014-15 through 2018-19 Glendale Community College District

	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19
OPERATING REVENUES					
Tuition and Fees	\$21,152,606	\$21,150,277	\$21,590,126	\$19,198,466	\$18,701,786
Less: Scholarship discount and allowance	<u>(10,223,260)</u>	<u>(10,004,860)</u>	<u>(9,606,866)</u>	<u>(9,207,420)</u>	<u>(8,675,602)</u>
Net tuition and fees	10,929,346	11,145,417	11,983,260	9,991,046	10,026,184
Internal Service Sales and Charges	<u>790,682</u>	<u>1,307,362</u>	<u>1,560,467</u>	<u>151,547</u>	<u>253,027</u>
TOTAL OPERATING REVENUES	11,720,028	12,452,779	13,543,727	10,142,593	10,279,211
OPERATING EXPENSES					
Salaries	65,577,968	69,793,674	73,856,530	76,764,804	81,537,331
Employee benefits	24,188,339	24,256,584	27,863,119	29,694,010	39,833,216
Supplies, materials and other operating expenses and services	20,712,505	18,563,335	16,432,436	22,146,822	35,036,888
Financial aid	29,572,053	29,805,559	29,552,617	30,427,599	29,999,090
Equipment, maintenance and repairs	1,622,946	772,171	3,428,958	3,620,508	9,907,598
Depreciation	<u>5,075,958</u>	<u>5,625,027</u>	<u>5,815,419</u>	<u>6,152,283</u>	<u>6,525,279</u>
TOTAL OPERATING EXPENSES	146,749,769	148,816,350	156,949,079	168,806,026	202,839,402
OPERATING LOSS	(135,029,741)	(136,363,571)	(143,405,352)	(133,962,489)	(164,564,677)
NONOPERATING REVENUES (EXPENSES)					
State apportionments, noncapital	58,436,201	62,493,534	58,662,525	62,347,498	66,113,498
Grants and contracts, noncapital:					
Federal	30,765,661	31,793,747	29,191,503	2,916,203	2,829,816
State and Local	15,560,408	27,611,054	22,748,088	21,784,741	25,165,698
Local property taxes levied for general purposes	11,412,657	16,353,781	22,716,963	25,247,119	21,958,473
Local property taxes levied for capital debt	6,053,495	6,095,204	6,382,288	11,053,143	12,002,766
Federal financial aid grants, noncapital	--	--	--	--	24,948,987
State financial aid grants, noncapital	--	--	--	5,043,667	4,948,128
State taxes and other revenues	2,761,884	3,062,293	3,247,786	6,050,621	1,051,925
Investment income, noncapital	82,231	91,178	509,273	2,037,541	[2,207,421]
Investment income, capital	101,806	101,139	101,400	152,577	[]
Interest expense on capital related debt	(3,471,964)	(2,110,750)	(4,298,254)	(7,167,200)	(7,607,783)
Interest income on capital asset-related debt, net	59,417	46,408	51,410	229,369	259,803
Transfer to fiduciary funds	--	--	--	--	--
Other nonoperating revenue	<u>3,883,724</u>	<u>2,693,586</u>	<u>2,963,217</u>	<u>344,188</u>	<u>404,427</u>
TOTAL NONOPERATING REVENUES (EXPENSES)	125,645,520	148,231,174	142,276,199	155,190,146	154,283,159
LOSS BEFORE OTHER REVENUES (EXPENSES)	(9,384,221)	11,867,603	(1,129,153)	(3,473,287)	(38,277,032)
State revenues, capital	18,372,853	11,404,046	1,270,403	976,484	212,127
Loss on disposal of capital assets	--	--	--	(169,226)	--
Local revenues, capital	<u>367,282</u>	<u>338,830</u>	<u>369,042</u>	87,351	81,559
TOTAL OTHER REVENUES (EXPENSES)	18,740,135	11,742,876	1,639,445	894,609	293,686
CHANGE IN NET POSITION	<u>9,355,914</u>	<u>23,610,479</u>	<u>510,292</u>	<u>(2,578,678)</u>	<u>(37,983,346)</u>
NET POSITION, BEGINNING OF YEAR	77,234,289	--	29,115,502	--	14,048,971
PRIOR PERIOD RESTATEMENT	<u>(81,085,180)⁽¹⁾</u>	--	--	--	--
NET POSITION, BEGINNING OF YEAR, AS RESTATED	<u>(3,850,891)</u>	<u>5,505,023⁽²⁾</u>	--	<u>16,627,649</u>	--
NET POSITION, END OF YEAR	<u>\$5,505,023</u>	<u>\$29,115,502</u>	<u>\$29,625,794</u>	<u>\$14,048,971</u>	<u>\$(23,934,375)⁽³⁾</u>

(1) Reflects a net restatement to the District's beginning position as the result of the implementation of GASB Statement No. 68.

(2) _____

(3) _____

Source: Glendale Community College District.

District Debt Structure

Long-Term Debt. A schedule of changes in general long-term debt for the year ended June 30, 2019 is shown below.

	<u>Balance July 1, 2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance June 30, 2019</u>
Bonds Payable				
2002 Series B Bonds & 2003 Series C Bonds	\$14,348,484	\$764,005	\$1,300,000	\$13,812,489
2011 Series E Bonds	3,735,000	--	200,000	3,535,000
Unamortized premium	103,750	--	21,465	82,285
2013 Series F Bonds	13,995,000	--	770,000	13,225,000
Unamortized premium	928,179	--	73,763	854,416
2014 Refunding Bonds	24,715,000	--	1,200,000	23,515,000
Unamortized premium	3,345,846	--	275,001	3,080,845
2016 Series A Bonds	122,000,000	--	6,425,000	115,575,000
Unamortized premium	12,194,134	--	424,144	11,769,990
Total Bonds Payable	<u>195,365,393</u>	<u>764,005</u>	10,689,373	185,440,025
Other Liabilities				
Capital Lease	484,268	--	484,268	--
Compensated absences	3,205,600	--	8,308	3,197,292
Load banking	2,378,817	271,086	--	2,649,903
Aggregate net OPEB liability	21,641,200	2,370,887	5,800,369	18,211,718
Aggregate net pension obligation	<u>106,836,618</u>	<u>6,174,837</u>	<u>42,669</u>	<u>112,968,786</u>
Total Other Liabilities	134,654,503	8,816,810	6,335,614	137,027,699
Total Long-Term Obligations	<u>\$329,911,896</u>	<u>\$9,580,815</u>	<u>\$17,024,987</u>	<u>\$322,467,724</u>

Source: Glendale Community College District.

General Obligation Bonds. The District received authorization at an election held on March 5, 2002 (the “2002 Authorization”) at which the requisite vote of fifty-five percent of the persons voting on the proposition voted to authorize the issuance of \$98,000,000 principal amount of general obligation bonds of the District. The District has caused the issuance of the following series of general obligation bonds pursuant to the 2002 Authorization: (i) \$27,000,000 of its 2002 General Obligation Bonds, Election of 2002, Series A (the “2002 Series A Bonds”) on October 24, 2002, (ii) \$5,000,000 of its 2003 General Obligation Bonds, Election of 2002, Series B (the “2002 Series B Bonds”) and \$12,499,929.62 of its 2003 General Obligation Bonds, Election of 2002, Series C (the “2003 Series C Bonds,”) on August 21, 2003, (iii) \$34,500,000 of its 2002 Election General Obligation Bonds, 2006 Series D (the “2006 Series D Bonds”) on November 2, 2006, (iv) \$5,001,453.25 of its 2002 Election General Obligation Bonds, 2011 Series E (Bank Qualified) (the “2011 Series E Bonds”) on April 21, 2011, and (v) \$13,995,000 of its 2002 Election General Obligation Bonds, 2013 Series F (the “2013 Series F Bonds”) on February 6, 2013.

On November 2, 2005, the District issued \$16,951,097 of its General Obligation Refunding Bonds, 2002 Election, 2005 Series A (the “2005 Refunding Bonds”), a portion of the proceeds of which was used to refund certain of the then-outstanding 2002 Series A Bonds. On June 26, 2014, the District issued \$26,660,000 of its 2014 General Obligation Refunding Bonds (the “2014 Refunding Bonds”), the net proceeds of which were used to refund a portion of the then-outstanding 2006 Series D Bonds.

Pursuant to the 2016 Authorization, the requisite vote of fifty-five percent of the persons voting on the proposition voted to authorize the issuance of \$325,000,000 principal amount of general obligation bonds of the District. On April 13, 2017, the District caused the issuance of \$122,000,000 of its Election of 2016 General Obligation Bonds, Series A (the “2016 Series A Bonds”). The Series B Bonds are the second and final series of bonds issued pursuant to the 2016 Authorization.

The table below shows the annual debt service requirements of the District's general obligation bonded debt, including the Bonds.

GENERAL OBLIGATION BONDS – CONSOLIDATED DEBT SERVICE SCHEDULE
Glendale Community College District

Year Ending (November 1)	2003 Series C Bonds⁽¹⁾	2011 Series E Bonds⁽¹⁾	2013 Series F Bonds⁽¹⁾	2014 Refunding Bonds⁽¹⁾	2016 Series A Bonds⁽¹⁾	<u>The Bonds</u>⁽²⁾⁽³⁾	<u>Total Annual Debt Service</u>
2020	\$1,450,000.00	\$379,200.00	\$1,282,975.00	\$2,384,550.00	\$5,014,625.00		
2021	1,520,000.00	385,400.00	1,284,775.00	2,405,300.00	5,014,625.00		
2022	1,608,164.57	391,000.00	1,285,175.00	2,431,800.00	5,014,625.00		
2023	1,684,308.73	391,000.00	1,284,175.00	2,453,550.00	5,014,625.00		
2024	1,763,915.03	398,000.00	1,281,775.00	2,475,550.00	5,264,625.00		
2025	1,825,948.44	399,000.00	1,283,275.00	2,502,550.00	5,502,125.00		
2026	1,911,724.78	404,250.00	1,282,675.00	2,529,050.00	5,977,125.00		
2027	2,001,354.94	408,500.00	1,280,175.00	2,553,500.00	5,927,125.00		
2028	2,620,000.00	411,750.00	1,282,175.00	2,584,000.00	6,112,125.00		
2029	--	414,000.00	1,283,125.00	2,603,000.00	6,355,375.00		
2030	--	425,250.00	1,281,562.50	2,630,750.00	6,603,375.00		
2031	--	--	1,283,906.26	2,656,500.00	6,865,125.00		
2032	--	--	--	--	7,139,125.00		
2033	--	--	--	--	7,418,875.00		
2034	--	--	--	--	7,713,125.00		
2035	--	--	--	--	8,015,125.00		
2036	--	--	--	--	8,333,375.00		
2037	--	--	--	--	8,660,875.00		
2038	--	--	--	--	9,005,875.00		
2039	--	--	--	--	9,362,137.50		
2040	--	--	--	--	9,729,275.00		
2041	--	--	--	--	10,114,925.00		
2042	--	--	--	--	10,516,200.00		
2043	--	--	--	--	10,936,400.00		
2044	--	--	--	--	11,366,200.00		
2045	--	--	--	--	11,819,000.00		
2046	--	--	--	--	<u>12,287,600.00</u>		
Total	<u>\$16,385,416.49</u>	<u>\$4,407,350.00</u>	<u>\$15,395,768.76</u>	<u>\$30,210,100.00</u>	<u>\$211,083,612.50</u>		

(1) Principal payments are payable on August 1 of each year, and interest payments are payable semiannually on February 1 and August 1 of each year.

(2) Interest payments on the Current Interest Bonds will be made semiannually on February 1 and August 1 of each year, commencing August 1, 2020.

(3) The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) on August 1 of the years indicated on the inside cover pages hereof, and interest on such Capital Appreciation Bonds is compounded semiannually on February 1 and August 1, commencing August 1, 2020.

Source: Glendale Community College District.

Certificates of Participation. In June 2007, the Los Angeles County Schools Regionalized Business Services Corporation sold certificates of participation (the “2007 Certificates”) in the amount of \$3,730,000 to finance additional improvements to a parking facility that serves the administrators, faculty, and students of the College. The 2007 Certificates mature through 2027, with interest rates ranging from 3.800 percent to 4.375 percent. The following table shows future lease payments due with respect to the District’s outstanding 2007 Certificates:

**2007 CERTIFICATES OF PARTICIPATION DEBT SERVICE SCHEDULE
Glendale Community College District**

Year Ending (June 30)	Total
2020	\$282,450.00
2021	278,950.00
2022	279,981.26
2023	280,575.00
2024	280,450.00
2025	279,875.00
2026	283,850.00
2027	<u>282,150.00</u>
Total	<u>\$2,248,281.26</u>

Source: Glendale Community College District.

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TAX MATTERS

Series B Bonds and Refunding Bonds, Series A. In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, interest on the Series B Bonds and the Refunding Bonds, Series A is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Series B Bonds and the Refunding Bonds, Series A is exempt from State of California personal income tax.

The difference between the issue price of a Series B Bond and a Refunding Bond, Series A (the first price at which a substantial amount of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Series B Bond and Refunding Bond, Series A (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Series B Bond Owner and a Refunding Bond, Series A Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Series B Bond Owner and Refunding Bond, Series A Bond Owner will increase the Series B Bond Owner’s and Refunding Bond, Series A Bond Owner’s basis in the applicable Series B Bond or Refunding Bond, Series A, respectively. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Series B Bond and Refunding Bond, Series A is excluded from the gross income of such owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the respective amount of original issue discount that accrues to the Owners of the Series B Bonds and the Refunding Bonds, Series A is exempt from State of California personal income tax.

Bond Counsel’s opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series B Bonds and Refunding Bonds, Series A is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Series B Bonds and Refunding Bonds, Series A to assure that interest (and original issue discount) on the Series B Bonds and the Refunding Bonds, Series A will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Internal Revenue Code of 1986, as amended (the “Code”) might cause the interest (and original issue discount) on the Series B Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series B Bonds and the Refunding Bonds, Series A. The District has covenanted to comply with all such requirements.

The amount by which a Series B and Refunding Bonds, Series A Bond Owner’s original basis for determining loss on sale or exchange in the applicable Series B Bond or Refunding Bonds, Series A (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Series B Bonds and the Refunding Bonds, Series A Bond Owner’s basis in the applicable Series B Bond or Refunding Bonds, Series A (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Series B Bond Owner or Refunding Bonds, Series A Bond Owner realizing a taxable gain when a Series B Bond or a Refunding Bond, Series A is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series B Bond or Refunding Bonds, Series A to the Owner. Purchasers of the Series B Bonds and Refunding Bonds, Series A should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series B Bonds or the Refunding Bonds, Series A will be selected for audit by the IRS. It is also possible that the market value of the Series B Bonds or Refunding Bonds, Series A might be affected as a result of such an audit of the Series B Bonds or the Refunding Bonds, Series A (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series B Bonds or the Refunding Bonds, Series A to the extent that it adversely affects the exclusion from gross income of interest on the Series B Bonds or Refunding Bonds, Series A, or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES B BONDS AND THE REFUNDING BONDS, SERIES A THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE SERIES B BONDS OR THE REFUNDING BONDS, SERIES A INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES B BONDS OR THE REFUNDING BONDS, SERIES A. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES B BONDS OR THE REFUNDING BONDS, SERIES A. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES B BONDS OR THE REFUNDING BONDS, SERIES A STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES B BONDS OR THE REFUNDING BONDS, SERIES A, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES B BONDS AND THE REFUNDING BONDS, SERIES A.

Bond Counsel’s opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolutions and the Tax Certificate relating to the Series B Bonds and the Refunding Bonds, Series A permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Series B Bond or Refunding Bonds, Series A if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Series B Bonds and the Refunding Bonds, Series A is excluded from gross income for federal income tax purposes provided that the District continue to comply with certain requirements of the Code, the ownership of the Series B Bonds and the Refunding Bonds, Series A and the accrual or receipt of interest (and original issue discount) on the Series B Bonds or the Refunding Bonds, Series A may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series B Bonds or the Refunding Bonds, Series A, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series B Bonds and the Refunding Bonds, Series A.

A copy of the proposed forms of opinions of Bond Counsel for the Series B Bonds and the Refunding Bonds, Series A are attached hereto as APPENDIX A.

Refunding Bonds, Series B. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Refunding Bonds, Series B is not excluded from gross income for federal income tax purposes under Section 103 of the Code but is exempt from State of California personal income tax.

Except for certain exceptions, the difference between the issue price of a Refunding Bond, Series B (the first price at which a substantial amount of the Refunding Bonds, Series B of the same maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Refunding Bond, Series B (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method. The amount of original issue discount deemed received by the Owner of a Refunding Bond, Series B will increase the Owner's basis in the Refunding Bond, Series B. Owners of Refunding Bonds, Series B should consult their own tax advisor with respect to taking into account any original issue discount on the Refunding Bonds, Series B.

In the event of a legal defeasance of a Refunding Bonds, Series B, such bond might be treated as retired and "reissued" for federal tax purposes as of the date of the defeasance, potentially resulting in recognition of taxable gain or loss to the applicable Refunding Bond, Series B bondholder generally equal to the difference between the amount deemed realized from the deemed redemption and reissuance and the Refunding Bond, Series B bondholder's adjusted tax basis in such bond.

The amount by which a Refunding Bond, Series B Bond Owner's original basis for determining gain or loss on sale or exchange of the applicable Refunding Bond, Series B (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which the Owner of a Refunding Bond, Series B may elect to amortize under Section 171 of the Code. Such amortizable bond premium reduces the Refunding Bond, Series B Owner's basis in the applicable Refunding Bond, Series B (and the amount of taxable interest received). The basis reduction as a result of the amortization of bond premium may result in the Owner of a Refunding Bond, Series B realizing a taxable gain when a Refunding Bond, Series B is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Refunding Bond, Series B to the Owner. The Owners of the Refunding Bonds, Series B that have a basis in the Refunding Bonds, Series B that is greater than the principal amount of the Refunding Bonds, Series B should consult their own tax advisors with respect to whether or not they should elect to amortize such premium under Section 171 of the Code.

The federal tax and State of California personal income tax discussion set forth above with respect to the Refunding Bonds, Series B is included for general information only and may not be applicable depending upon an Owner's particular situation. The ownership and disposition of the Refunding Bonds, Series B and the accrual or receipt of interest with respect to the Refunding Bonds, Series B may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences.

A copy of the proposed form of opinion of Bond Counsel for the Refunding Bonds, Series B is attached hereto as APPENDIX A.

LIMITATION ON REMEDIES; BANKRUPTCY

General

State law contains certain safeguards to protect the financial solvency of school districts. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Budget Procedures" herein. If the safeguards are not successful in preventing a school district from becoming insolvent, the State Superintendent, operating through an administrator appointed thereby, may be authorized under State law

to file a petition under Chapter 9 of the United States Bankruptcy Code (the “Bankruptcy Code”) on behalf of the school district for the adjustment of its debts, assuming that the school district meets certain other requirements contained in the Bankruptcy Code necessary for filing such a petition. School districts are not themselves authorized to file a bankruptcy proceeding, and they are not subject to involuntary bankruptcy.

Bankruptcy courts are courts of equity and as such have broad discretionary powers. If the District were to become the debtor in a proceeding under Chapter 9 of the Bankruptcy Code, the automatic stay provisions of Bankruptcy Code Sections 362 and 922 generally would prohibit creditors from taking any action to collect amounts due from the District or to enforce any obligation of the District related to such amounts due, without consent of the District or authorization of the bankruptcy court (although such stays would not operate to block creditor application of pledged special revenues to payment of indebtedness secured by such revenues). In addition, as part of its plan of adjustment in a chapter 9 bankruptcy case, the District may be able to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Bonds and other transaction documents related to the Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable. There also may be other possible effects of a bankruptcy of the District that could result in delays or reductions in payments on the Bonds. Moreover, regardless of any specific adverse determinations in any District bankruptcy proceeding, the fact of a District bankruptcy proceeding could have an adverse effect on the liquidity and market price of the Bonds.

Statutory Lien

Pursuant to Government Code Section 53515, the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax, and such lien automatically arises, without the need for any action or authorization by the local agency or its governing board, and is valid and binding from the time the Bonds are executed and delivered. See “THE BONDS – Security and Sources of Payment” herein. Although a statutory lien would not be automatically terminated by the filing of a Chapter 9 bankruptcy petition by the District, the automatic stay provisions of the Bankruptcy Code would apply and payments that become due and owing on the Bonds during the pendency of the Chapter 9 proceeding could be delayed, unless the Bonds are determined to be secured by a pledge of “special revenues” within the meaning of the Bankruptcy Code and the pledged *ad valorem* property taxes are applied to pay the Bonds in a manner consistent with the Bankruptcy Code.

Special Revenues

If the *ad valorem* property tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, then the application in a manner consistent with the Bankruptcy Code of the pledged *ad valorem* property revenues should not be subject to the automatic stay. “Special revenues” are defined to include, among others, taxes specifically levied to finance one or more projects or systems of the debtor, but excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the debtor. State law prohibits the use of the tax proceeds for any purpose other than payment of the Bonds and the proceeds general obligation bonds can only be used to finance the acquisition or improvement of real property and other capital expenditures included in the proposition, so such tax revenues appear to fit the definition of special revenues. However, there is no binding judicial precedent dealing with the treatment in bankruptcy proceedings of *ad valorem* property tax revenues collected for the payments of general obligation bonds in California, so no assurance can be given that a bankruptcy court would not hold otherwise.

Possession of Tax Revenues; Remedies

The County on behalf of the District is expected to be in possession of the *ad valorem* property taxes and certain funds to repay the Bonds and may invest these funds in the County's pooled investment fund, as described in "THE BONDS – Application and Investment of Bond Proceeds" herein and "APPENDIX F – LOS ANGELES COUNTY TREASURY POOL" attached hereto. If the County goes into bankruptcy and has possession of tax revenues (whether collected before or after commencement of the bankruptcy), and if the County does not voluntarily pay such tax revenues to the owners of the Bonds, it is not entirely clear what procedures the owners of the Bonds would have to follow to attempt to obtain possession of such tax revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful. Further, should those investments suffer any losses, there may be delays or reductions in payments on the Bonds.

Opinions of Bond Counsel Qualified by Reference to Bankruptcy, Insolvency and Other Laws Relating to or Affecting Creditor's Rights

The proposed forms of the approving opinions of Bond Counsel attached hereto as APPENDIX A are qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. Bankruptcy proceedings, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

LEGAL MATTERS

Legality for Investment in California

Under provisions of the Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the Government Code, are eligible for security for deposits of public moneys in the State.

Expanded Reporting Requirements

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 ("TIPRA"). Under Section 6049 of the Internal Revenue Code of 1986, as amended by TIPRA, interest paid on tax-exempt obligations will be subject to information reporting in a manner similar to interest paid on taxable obligations. The effective date for this provision is for interest paid after December 31, 2005, regardless of when the tax-exempt obligations were issued. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

Continuing Disclosure

Current Undertaking. The District has covenanted for the benefit of Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than nine months following the end of the District's fiscal year (which currently ends June 30), commencing with the report for the 2019-20 Fiscal Year, and to provide notices of the occurrence of certain listed events. The specific nature of the information to be contained in the Annual

Report or the notices of listed events is included in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE,” attached hereto. These covenants have been made in order to assist the Underwriter in complying with the Rule.

Prior Undertakings. Within the past five years, the District has failed to file a portion of the annual report required by its existing continuing disclosure undertakings for fiscal year 2015-16. Within such time period, the District has also failed to file in a timely manner notices of certain listed events. [To update]

Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District’s ability to receive *ad valorem* property taxes or to collect other revenues or contesting the District’s ability to issue and retire the Bonds.

Financial Statements

The financial statements with supplemental information for the year ended June 30, 2019, the independent auditor’s report of the District, and the related statements of activities and of cash flows for the year then ended, and the report dated December 18, 2019 of Eide Bailly LLP, Certified Public Accountants (the “Auditor”), are attached to this Official Statement as APPENDIX B. In connection with the inclusion of the financial statements and the report of the Auditor thereon as APPENDIX B to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

Legal Opinions

The legal opinions of Bond Counsel approving the validity of each series of the Bonds will be supplied to the original purchasers thereof without cost. The proposed forms of such legal opinions are attached to this Official Statement as APPENDIX A.

MISCELLANEOUS

Ratings

The Bonds have been assigned ratings of “___” by Moody’s and “___” by S&P. The ratings reflect only the views of the rating agencies, and any explanation of the significance of such ratings should be obtained therefrom. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. The District undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings obtained may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The District has covenanted in a Continuing Disclosure Certificate to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website ("EMMA") notices of any ratings changes on the Bonds. See "APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. Notwithstanding such covenant, information relating to ratings changes on the Bonds may be publicly available from the rating agencies prior to such information being provided to the District and prior to the date the District is obligated to file a notice of rating change on EMMA. Purchasers of the Bonds are directed to the ratings agencies and their respective websites and official media outlets for the most current ratings changes with respect to the Bonds after the initial issuance of the Bonds.

Underwriting

Purchase of Bonds. RBC Capital Markets, LLC (the "Underwriter") has agreed, pursuant to purchase contracts relating to each series of the Bonds, each by and between the District and the Underwriter, to purchase all of the Bonds. The Underwriter will purchase the Series B Bonds for a purchase price of \$_____ (which is equal to the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less the Underwriter's discount of \$_____).

The Underwriter will purchase the Refunding Bonds, Series A for a purchase price of \$_____ (which is equal to the principal amount of the Bonds of \$_____, less the Underwriter's discount of \$_____).

The Underwriter will purchase the Refunding Bonds, Series B for a purchase price of \$_____ (which is equal to the principal amount of the Bonds of \$_____, less the Underwriter's discount of \$_____).

The purchase contracts for the Bonds provide that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase contracts, the approval of certain legal matters by bond counsel and certain other conditions. The initial offering prices stated on the inside cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than such initial offering prices.

Underwriter Disclosures. The Underwriter has provided the following information for inclusion in this Official Statement. The District does not guarantee the accuracy or completeness of the following information, and the inclusion thereof should be construed as a representation of the District.

The Underwriter made a voluntary contribution to the committee that was formed to support the election that authorized the issuance of the Bonds.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, The Underwriter and its affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offerings of the District. The Underwriter and its affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of the offering of the Bonds or other offerings of the District; provided, however, that potential investors are advised that the offering of the Bonds is made only by means of the Official Statement. No dealer, broker, salesperson or other person

has been authorized by the District to give any information or to make any representation other than as contained in the Official Statement.

Additional Information

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolutions providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

Certain of the data contained herein has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District.

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Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners, beneficial or otherwise, of any of the Bonds.

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
Dr. David Viar
Superintendent/President

APPENDIX A

FORMS OF OPINIONS OF BOND COUNSEL

Upon issuance and delivery of the Series B Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the Series B Bonds substantially in the following form:

_____, 2020

Board of Trustees
Glendale Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$ _____ Glendale Community College District (Los Angeles County, California) Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt) (the “Bonds”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Government Code Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (the “Act”), commencing with Section 53506 *et seq.*, a fifty-five percent vote of the qualified electors of the Glendale Community College District (the “District”) voting at an election held on November 8, 2016, and a resolution of the Board of Trustees of the District adopted on May 19, 2020 (the “Resolution”).
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The excess of the stated redemption price at maturity over the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond Owner will increase the Bond Owner’s basis in the applicable Bond. Original issue discount that accrues to the Bond Owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

6. The amount by which a Bond Owner's original basis for determining gain or loss on sale or exchange of the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Bond Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bond Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against public agencies in the State of California.

Respectfully submitted,

Upon issuance and delivery of the Refunding Bonds, Stradling Yocca Carlson & Rauth, Bond Counsel, proposes to render its final approving opinions with respect to the Refunding Bonds substantially in the following forms:

_____, 2020

Board of Trustees
Glendale Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$ _____ Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt) (the "Bonds"). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Government Code Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5, and a resolution of the Board of Trustees of the District adopted on May 19, 2020 (the "Resolution").
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. Except for certain exceptions, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond.
6. The amount by which a Bond owner's original basis for determining gain or loss on sale or exchange of the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which the owner of Bond may elect to amortize under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"). Such amortizable bond premium reduces the Bond owner's basis in the applicable Bond (and the amount of taxable interest received) for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in the owner of a Bond realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. The owners of the Bonds

that have a basis in the Bonds that is greater than the principal amount of the Bonds should consult their own tax advisors with respect to whether or not they should elect to amortize such premium under Section 171 of the Code.

Except as expressly set forth in paragraphs (3), (4), (5) and (6), we express no opinion regarding any tax consequences with respect to the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California.

Respectfully submitted,

_____, 2020

Board of Trustees
Glendale Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$ _____ Glendale Community College District (Los Angeles County, California) 2020 General Obligation Refunding Bonds, Series B (Federally Taxable) (the “Bonds”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Government Code Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5, and a resolution of the Board of Trustees of the District adopted on May 19, 2020 (the “Resolution”).
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”).
4. Interest on the Bonds is exempt from State of California personal income tax.
5. Except for certain exceptions, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner’s basis in the applicable Bond.
6. The amount by which a Bond owner’s original basis for determining gain or loss on sale or exchange of the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which the owner of Bond may elect to amortize under Section 171 of the Code. Such amortizable bond premium reduces the Bond owner’s basis in the applicable Bond (and the amount of taxable interest received) for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in the owner of a Bond realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. The owners of the Bonds that have a basis in the Bonds that is greater than the principal amount of the Bonds should consult their own tax advisors with respect to whether or not they should elect to amortize such premium under Section 171 of the Code.

Except as expressly set forth in paragraphs (3), (4), (5) and (6), we express no opinion regarding any tax consequences with respect to the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California.

Respectfully submitted,

APPENDIX B

2018-19 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Glendale Community College District (the “District”) in connection with the issuance of (i) \$ _____ of the District’s Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt), (ii) \$ _____ of the District’s 2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt) and (iii) \$ _____ of the District’s 2020 General Obligation Refunding Bonds, Series B (Federally Taxable) (collectively, the “Bonds”). The Bonds are being issued pursuant to resolutions of the Board of Trustees of the District adopted on May 19, 2020 (together, the “Resolution”). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean initially Willdan Financial Services, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the Municipal Rulemaking Board consistent with the Rule.

“Holders” shall mean registered owners of the Bonds.

“Listed Events” shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

“Official Statement” shall mean the Official Statement dated as of _____, 2020 and relating to the Bonds.

“Participating Underwriter” shall mean RBC Capital Markets LLC, as the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (presently ending June 30), commencing with the report for the 2019-20 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a timely notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent, no later than the date required by subsection (a). The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided to the Repository.

SECTION 4. Content and Form of Annual Reports. (a) The District’s Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District’s audited financial statements):

(a) State funding received by the District for the last completed fiscal year;

- (b) FTES of the District for the last completed fiscal year;
- (c) Outstanding District indebtedness;
- (d) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the then-current fiscal year;
- (e) Assessed valuation of taxable property within the District, for the then-current fiscal year;
- (f) 20 largest local taxpayers in the District in terms of their secured assessed valuations for the then-current fiscal year; and
- (g) secured tax levy collections and delinquencies within the District for the last completed fiscal year, except to the extent the Teeter Plan, if adopted by Los Angeles County, applies to both the 1% general purpose *ad valorem* property tax levy and to the tax levy for general obligation bonds of the District.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

The Annual Report shall be filed in an electronic format accompanied by identifying information prescribed by the Municipal Securities Rulemaking Board.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event of the District. For the purposes of the event identified in this Section 5(a)(10), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District

in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Bondholders.
3. unless described under Section 5(a)(6) above, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
4. optional, contingent or unscheduled Bond calls.
5. release, substitution or sale of property securing repayment of the Bonds.
6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
7. appointment of a successor or additional trustee or paying agent with respect to the Bonds or the change of name of such a trustee or paying agent.
8. incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect Bondowners.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and
- (d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth

in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repository. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2020

GLENDALE COMMUNITY COLLEGE DISTRICT

By: _____
Executive Vice President

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of District: GLENDALE COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt);
2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt);
2020 General Obligation Refunding Bonds, Series B (Federally Taxable)

Date of Issuance:

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

GLENDALE COMMUNITY COLLEGE DISTRICT

By _____ [form only; no signature required]

APPENDIX D
ACCRETED VALUES TABLE

APPENDIX E

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF GLENDALE AND LOS ANGELES COUNTY [TO BE UPDATED]

The following material is descriptive of the City of Glendale and Los Angeles County. The following information concerning the City of Glendale and Los Angeles County is included only for the purpose of supplying general information regarding the community. The Bonds are not a debt of Los Angeles County or City of Glendale. This material has been prepared by or excerpted from the sources as noted herein and has not been reviewed for accuracy by the District or the Underwriter or Bond Counsel.

General

The City of Glendale. The City of Glendale (the “City”) is located approximately ten miles northeast of downtown Los Angeles at the convergence of the San Gabriel Valley and the San Fernando Valley. Spanning an area of thirty-square miles, the City shares borders with the neighboring cities of La Cañada Flintridge, La Crescenta, Tujunga, Pasadena, Burbank and the several neighborhoods of the City of Los Angeles. The City was incorporated on February 16, 1906 under the general laws of the State of California (the “State”).

A full range of municipal services is provided by the City, including public safety, streets, sanitation, refuse collection, sewer, hazardous disposal, electric and water utilities, parking, parks and recreation, public improvements, planning and zoning, housing and community development and general administrative and support services.

The City operates under a council-manager form of government, with a five-member council elected at large to four-year overlapping terms, in addition to an elected City Clerk and City Treasurer. The mayor is elected by the City Council for a one-year term and is the presiding officer of the Council. The City Council is responsible for passing ordinances, adopting the budget, appointing various boards and commissions, and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

Los Angeles County. With 4,061 square miles, Los Angeles County (the “County”) borders 70 miles of coast on the Pacific Ocean. The County is bordered on the east and the south by Orange and San Bernardino Counties, on the north by Kern County and on the west by Ventura County and the Pacific Ocean.

The topography of the County encompasses mountain ranges, deep valleys, forests, islands, lakes, rivers and desert. In between the large desert portions of the County, which make up around 40% of its land area, and the heavily urbanized central and southern portions sit the San Gabriel Mountains containing Angeles National Forest. The County is home to 88 incorporated cities and many unincorporated areas, along with two offshore islands. It is the most populous county in the United States.

The County was incorporated on February 18, 1850 and is one of the original counties of the State. The County seat is Los Angeles, which is the largest city in the State. The County is governed by a five-member Board of Supervisors, each of whom is elected by the voters, along with an Assessor, District Attorney and Sheriff. Each Supervisor represents over two million people.

Population

The following table below shows historical population figures for the City, the County and the State from 2007 through 2016.

POPULATION ESTIMATES			
2007 through 2016			
City of Glendale, Los Angeles County and State of California			
<u>Year</u>⁽¹⁾	<u>City of Glendale</u>	<u>County of Los Angeles</u>	<u>State of California</u>
2007	193,696	9,780,808	36,399,676
2008	192,810	9,785,474	36,704,375
2009	192,253	9,801,096	36,966,713
2010 ⁽²⁾	191,719	9,818,605	37,253,956
2011	192,804	9,874,887	37,536,835
2012	194,030	9,956,722	37,881,357
2013	194,830	10,023,753	38,239,207
2014	196,675	10,093,053	38,567,459
2015	199,620	10,155,069	38,907,642
2016	201,668	10,241,335	39,255,883

⁽¹⁾ January 1 data.

⁽²⁾ April 1 data.

Source: California Department of Finance.

Personal Income

The following table shows of per capita personal income for the County, the State and the United States from 2006 through 2015.

PER CAPITAL PERSONAL INCOME⁽¹⁾			
2006 through 2015			
Los Angeles County, State of California, and United States			
<u>Year</u>	<u>Los Angeles County</u>	<u>State of California</u>	<u>United States</u>
2006	\$40,800	\$41,693	\$38,144
2007	42,499	43,182	39,821
2008	43,715	43,786	41,082
2009	42,043	41,588	39,376
2010	43,234	42,411	40,277
2011	45,969	44,852	42,453
2012	48,818	47,614	44,266
2013	48,140	48,125	44,438
2014	50,730	49,985	46,049
2015	53,521	52,651	47,669

⁽¹⁾ All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Employment

The following table summarizes the labor force, employment and unemployment figures for the City, County and State from 2011 through 2015.

**CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT RATE
2011 through 2015
City of Glendale, Los Angeles County and State of California**

<u>Year</u>	<u>Area</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment</u>	<u>Unemployment Rate</u>
2011	City of Glendale	97,900	86,300	11,600	11.8%
	Los Angeles County	4,928,500	4,327,900	600,500	12.2
	State of California	18,419,500	16,260,100	2,159,400	11.7
2012	City of Glendale	97,900	87,500	10,300	10.6%
	Los Angeles County	4,921,800	4,385,300	536,500	10.9
	State of California	18,554,800	16,630,100	1,924,700	10.4
2013	City of Glendale	99,300	89,900	9,400	9.4%
	Los Angeles County	4,979,000	4,494,400	484,600	9.7
	State of California	18,671,600	17,002,900	1,668,700	8.9
2014	City of Glendale	101,400	93,300	8,100	8.0%
	Los Angeles County	5,025,900	4,611,500	414,300	8.2
	State of California	18,811,400	17,397,100	1,414,300	7.5
2015	City of Glendale	101,100	94,500	6,600	6.5%
	Los Angeles County	5,011,700	4,674,800	336,900	6.7
	State of California	18,981,800	17,798,600	1,183,200	6.2

Note: Data is based on annual averages, unless otherwise specified, and is not seasonally adjusted.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2015.

Industry

The City is included in the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area. The distribution of employment in the Los Angeles/Long Beach/Glendale area is presented in the following

table for the calendar years 2011 through 2015. These figures are countywide statistics and may not necessarily accurately reflect employment trends in the City.

**INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES
2011 through 2015**

Los Angeles-Long Beach-Glendale Metropolitan Division

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Farm	5,600	5,400	5,500	5,200	5,000
Mining, Logging and Construction	109,100	113,400	120,600	123,900	130,000
Manufacturing	366,900	367,400	368,200	364,100	360,800
Wholesale Trade	205,800	211,900	218,700	222,500	227,000
Retail Trade	393,000	400,900	405,600	413,000	420,500
Transportation, Warehousing and Utilities	151,800	154,500	157,500	163,400	170,400
Information	192,000	191,500	196,400	198,000	202,700
Financial Activities	210,100	212,400	213,000	211,100	214,200
Professional and Business Services	542,500	570,100	593,200	599,100	600,300
Education and Health Services	677,300	699,500	702,100	720,700	742,200
Leisure and Hospitality	394,700	415,800	440,500	466,600	488,100
Other Services	137,000	141,700	145,700	150,500	151,700
Government	<u>565,500</u>	<u>556,800</u>	<u>551,200</u>	<u>556,200</u>	<u>566,400</u>
Total All Industries	3,951,300	4,041,400	4,118,100	4,194,200	4,279,200

Source: California Employment Development Department, Labor Market Information Division. March 2015 Benchmark.

Largest Employers

The following table shows the largest employers located in the City.

**LARGEST EMPLOYERS
2016
City of Glendale**

<u>Rank</u>	<u>Employer</u>	<u>Employees⁽¹⁾</u>
1.	Glendale Adventist Medical Center	2,662
2.	Glendale Unified School District	2,460
3.	City of Glendale	1,997
4.	DreamWorks Animation ⁽²⁾	1,478
5.	Glenair Inc.	1,322
6.	Nestle Company	1,275
7.	Glendale Community College	1,242
8.	Glendale Memorial Medical Center	1,200
9.	USC Verdugo Hills Hospital	726
10.	Public Storage	354

⁽¹⁾ Both actual full-time and hourly employees are included.

⁽²⁾ Employee count is from FY2014, current data is unavailable.

Note: Walt Disney Imagineering is presumed to be a significant employer in the City, however, an accurate employee headcount is unavailable.

Source: City of Glendale 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2016.

The following tables show the largest private sector and public sector employers located in the County.

**PRINCIPAL PRIVATE-SECTOR EMPLOYERS
2016
Los Angeles County**

<u>Rank</u>	<u>Employer</u>	<u>Description</u>	<u>Employees</u>
1.	Kaiser Permanente	Non-profit health plan	36,987
2.	University of Southern California	Private university	18,971
3.	Northrop Grumman Corp.	Systems and products in aerospace, electronics and information systems	16,619
4.	Target Corp.	Retailer	15,000
5.	Ralphs/Food 4 Less (Kroger Co. div.)	Grocery retailer	13,500
6.	Bank of America Corp.	Banking and financial services	13,000 ⁽¹⁾
7.	Providence Health & Services So. Cal.	Health care	13,000
8.	Walt Disney Co.	Entertainment	12,500
9.	Albertsons/Vons/Pavilions	Grocery retailer	12,400
10.	Cedars-Sinai Medical Center	Medical center	11,625

⁽¹⁾ Business Journal estimate.

Source: Los Angeles Business Journal, The List, published August 29, 2016.

**PRINCIPAL PUBLIC-SECTOR EMPLOYERS
2016
Los Angeles County**

<u>Rank</u>	<u>Employer</u>	<u>Employees</u>
1.	Los Angeles County	108,093
2.	Los Angeles Unified School District	59,823
3.	U.S. Government – Federal Executive Board ⁽¹⁾	47,200
4.	University of California, Los Angeles	46,220
5.	City of Los Angeles ⁽²⁾	32,576
6.	State of California ⁽³⁾	28,900
7.	Los Angeles County Metropolitan Transportation Authority	9,892
8.	Los Angeles Department of Water and Power (LADWP)	9,335
9.	Los Angeles Community College District	6,909
10.	Long Beach Unified School District	6,515

⁽¹⁾ Excludes law enforcement and judiciary employees.

⁽²⁾ Excludes proprietary departments (LADWP, Los Angeles World Airports).

⁽³⁾ Excludes education employees.

Source: Los Angeles Business Journal, The List, published August 29, 2016.

Commercial Activity

Summaries of annual taxable sale date for the City and the County for years 2010 through 2014 are shown in the following tables.

**TAXABLE SALES
2010 through 2014
City of Glendale
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2010	3,623	\$1,894,077	5,438	\$2,351,761
2011	3,673	2,056,636	5,472	2,526,242
2012	3,649	2,172,559	5,416	2,681,918
2013	3,631	2,243,597	5,333	2,742,032
2014	3,844	2,853,881	5,578	3,431,593

Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

**TAXABLE SALES
2010 through 2014
Los Angeles County
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2010	182,491	\$82,175,416	271,293	\$116,942,334
2011	179,872	89,251,447	266,868	126,440,737
2012	180,359	95,318,603	266,414	135,295,582
2013	179,370	99,641,174	263,792	140,079,708
2014	187,408	104,189,819	272,733	147,446,927

Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2011 through 2015 in the City and the County are shown in the following tables.

BUILDING PERMITS AND VALUATIONS City of Glendale 2011 through 2015 (Dollars in Thousands)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Residential	\$49,979	\$52,845	\$121,149	\$79,876	\$96,796
Non-Residential	<u>73,406</u>	<u>41,043</u>	<u>76,625</u>	<u>133,492</u>	<u>114,730</u>
Total	\$123,385	\$93,888	\$197,774	\$213,368	\$211,526
Units					
Single Family	11	10	11	19	9
Multiple Family	<u>227</u>	<u>409</u>	<u>1,070</u>	<u>405</u>	<u>525</u>
Total	238	419	1,081	424	534

Source: Construction Industry Research Board.

BUILDING PERMITS AND VALUATIONS Los Angeles County 2011 through 2015 (Dollars in Thousands)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Residential	\$3,415,434	\$3,089,228	\$4,743,955	\$5,509,418	\$6,383,036
Non-Residential	<u>3,126,956</u>	<u>1,836,109</u>	<u>4,326,366</u>	<u>6,657,571</u>	<u>5,645,372</u>
Total	\$6,542,390	\$4,925,337	\$9,070,321	\$12,166,989	\$12,028,408
Units					
Single Family	2,370	2,508	3,607	4,358	4,487
Multiple Family	<u>8,098</u>	<u>7,244</u>	<u>13,243</u>	<u>14,349</u>	<u>18,405</u>
Total	10,468	9,752	16,850	18,707	22,892

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

APPENDIX F

LOS ANGELES COUNTY TREASURY POOL

The following information concerning the Los Angeles County Treasury Pool (the “Treasury Pool”) has been provided by the Treasurer, and has not been confirmed or verified by the District or the Underwriter. The District and the Underwriter have not made an independent investigation of the investments in the Treasury Pool and have made no assessment of the current County investment policy. The value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the County Board of Supervisors may change the County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Finally, neither the District nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Additional information regarding the Treasurer Pool may be obtained from the Treasurer at www.ttc.lacounty.gov; however, the information presented on such website is not incorporated herein by any reference.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

CONSENT CALENDAR NO. 1

TO: Board of Trustees
FROM: David Viar, Superintendent/President
PREPARED BY: Office of the Superintendent/President
SUBJECT: APPROVAL OF MINUTES – REGULAR BOARD MEETING

The Superintendent/President recommends that the Board of Trustees approve the Regular Board Meeting minutes of April 21, 2020.

GLENDALE COMMUNITY COLLEGE DISTRICT
 1500 North Verdugo Road
 Glendale, California 91208
 (818) 240-1000

BOARD OF TRUSTEES MEETING NO. 13

The regular meeting of the Glendale Community College District Board of Trustees was called to order by Ms. Davis at 5:03 p.m. on Tuesday, April 21, 2020 via WebEx teleconference.

<u>Trustees Present:</u>	<u>Administrators Present:</u>	<u>Representatives Present:</u>
Mr. Sevan Benlian	Dr. David Viar	Academic Senate: Ms. Piper Rooney
Ms. Yvette V. Davis	Dr. Anthony Culpepper	CSEA: Mr. Narbeh Nazari
Dr. Armine Hacopian	Dr. Michael Ritterbrown	Guild: Mr. Roger Bowerman
Ms. Desireé P. Rabinov	Dr. Paul Schlossman	
Ms. Ann H. Ransford	Dr. Victoria Simmons	
Ms. Sune Aghakian ST		

A CD of this meeting is on file in the Superintendent/President's Office and on the college's website at <http://www.glendale.edu/boardoftrustees>. A DVD copy of the videotaping of this meeting is on file in the Superintendent/President's Office.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led Board of Trustees President Ms. Yvette V. Davis.

COMMENTS FROM THE AUDIENCE - BOARD AGENDA ITEMS ONLY

No comments presented.

ADMINISTRATION OF OATH OF OFFICE – BOARD OF TRUSTEES

The Oath of Office follows the March 27, 2020 certification of votes by the City Clerk from the March 3, 2020 Glendale Municipal Election. The following individuals elected to the Governing Board of the Glendale Community College District for a four-year term for the area designated took the oath of office.

Mr. Sevan Benlian - Area 5
 Ms. Desireé Portillo Rabinov - Area 1

REORGANIZATION OF BOARD – NEW BUSINESS REPORT - ACTION

1. Reorganization of the Glendale Community College District Board of Trustees

1.1 Election of Board of Trustees President, Vice President, and Clerk

It was moved (Dr. Hacopian) and seconded (Ms. Ransford) that Ms. Yvette V. Davis be elected to serve as President of the Board of Trustees for a one-year term.

The motion passed unanimously.

It was moved (Mr. Benlian) and seconded (Ms. Ransford) that Dr. Armine Hacopian be elected to serve as Vice President of the Board of Trustees for a one-year term.

The motion passed unanimously.

It was moved (Ms. Portillo Rabinov) and seconded (Dr. Hacopian) that Ms. Ann Ransford be elected to serve as Clerk of the Board of Trustees for a one-year term.

The motion passed unanimously.

REORGANIZATION OF BOARD – NEW BUSINESS REPORT – ACTION - continued

- 1.2 Glendale Community College District Board of Trustees' Representative to the Los Angeles County Committee on School District Organization

It was moved (Ms. Ransford) and seconded (Ms. Portillo Rabinov) to designate Mr. Sevan Benlian as the voting representative to elect members to the Los Angeles County Committee on School District Organization.

The motion passed unanimously.

- 1.3 Glendale Community College District Board of Trustees' Representative to the Los Angeles County School Trustees Association for July 1, 2020 - June 30, 2021.

It was moved (Dr. Hacopian) and seconded (Mr. Benlian) to designate Ms. Desireé Portillo Rabinov as the Board's annual representative to the Los Angeles County School Trustees Association (LACSTA) for July 1, 2020 – June 30, 2021.

The motion passed unanimously.

- 1.4 Glendale Community College District Board of Trustees Regular Board Meetings Schedule for the 2020-2021

It was moved (Ms. Ransford) and seconded (Dr. Hacopian) to adopt the 2020-2021 Glendale Community College District Board of Trustees regular board meetings schedule as presented.

The motion passed unanimously.

RESOLUTIONS

1. Resolution Nos. 17-2019-2020 through 20-2019-2020: Signature Resolutions

It was moved (Ms. Portillo Rabinov) and seconded (Ms. Ransford) to adopt Resolution No. 17-2019-2020 through Resolution No. 20-2019-2020 to carry on the business affairs of the Glendale Community College District from April 22, 2020 to April 20, 2021.

The motion passed unanimously.

2. Resolution No. 21-2019-2020: Recognizing Classified School Employees Week

It was moved (Mr. Benlian) and seconded (Ms. Portillo Rabinov) to adopt Resolution No. 21-2019-2020 to recognize Classified School Employees Week from Sunday, May 17, 2020 through Saturday, May 23, 2020.

The motion passed unanimously.

INFORMATIONAL REPORTS - NO ACTION

1. Enrollment Update
2. Measure GC Funds Balances and Schedule Update
3. Guild Reopeners for 2018-2021 Collective Bargaining Agreement

Informational Reports Nos. 1 through 3 were duly noted.

UNFINISHED BUSINESS REPORTS – THIRD OF THREE READINGS – ACTION

1. Board of Trustees - Board Policies

- 1) Board Policy 2200: Board Duties and Responsibilities;
- 2) Board Policy 2345: Public Participation at Board Meetings;
- 3) Board Policy 2410: Board Policies and Administrative Regulations;
- 4) Board Policy 2415: Superintendent/President Role;
- 5) Board Policy 2430: Delegation of Authority to the Superintendent/President;
- 6) Board Policy 2435: Evaluation of Superintendent/President;
- 7) Board Policy 2610: Presentation of Initial Collective Bargaining Proposals;
- 8) Board Policy 2715: Ethical Responsibilities of the Board of Trustees;
- 9) Board Policy 2716: Political Activity;
- 10) Board Policy 2725: Board Member Compensation;
- 11) Board Policy 2730: Board Member Health Benefits (new)

It was moved (Dr. Hacopian) and seconded (Ms. Ransford) to approve Unfinished Business Report No. 1.

The motion passed unanimously.

FIRST READING REPORTS – FIRST OF TWO READINGS – NO ACTION

1. District Reopeners for the 2018-2021 Collective Bargaining Agreement Between the District and Glendale College Guild, Local 2276, American Federation of Teachers

Dr. Viar outlined the District reopeners as follows:

1. Article XI – Health and Welfare –The District has an interest in exploring entry into benefits joint powers authority or health benefit trust and related benefit plan offerings.
2. Article IX – Evaluation Procedures – The District has an interest in clarifying the timelines delineated in the evaluation procedures.

Mutual Reopeners Pursuant to Article XV – Duration, Termination and Negotiation

1. Article VIII – Salaries (and related appendices)

Additional Mutual Reopeners

1. Appendix C - Work Year – 2020-2021

2. Issuance of Glendale Community College District 2016 Measure GC General Obligation Bonds, Series B

RBC Capital Markets Managing Director, Frank Vega, presented the Measure GC Bond Program by providing recent events in the finance markets, an economic overview, recent tax-exempt interest rate changes, and taxable interest rates and credit spread movement. Mr. Vega also evaluated GCC's assessment value, the 20-year annualized growth rate, bond election scenarios and Series B financing updates.

First Reading Reports Nos. 1 and 2 were duly noted.

CONSENT CALENDAR – ACTION

1. Approval of Minutes - Regular Board Meeting of March 17, 2020
2. Warrants - District Funds March 1, 2020 through March 31, 2020
3. Contract Listing and Purchase Order Listing – March 1, 2020 through March 31, 2020
4. Budget Revisions and Appropriation Transfers General Fund Unrestricted (01) - March 1, 2020 through March 31, 2020
5. Budget Revisions and Appropriation Transfers General Fund Restricted (03) - March 1, 2020 through March 31, 2020
6. Personnel Report No. 10 - Academic Personnel Report
7. Personnel Report No. 10 - Classified Personnel Report
8. Personnel Report No. 10 - Student Report

It was moved (Ms. Ransford) and seconded (Dr. Hacopian) to approve Consent Calendar item Nos. 1 through 8.

The motion passed unanimously.

NEW BUSINESS REPORTS – ACTION

1. Reorganization of Glendale Community College Board of Trustees

Action taken at start of meeting.

2. Sabbatical Requests for Spring 2021 - Fall 2021

It was moved (Ms. Portillo Rabinov) and seconded (Mr. Benlian) to approve the sabbatical leave request from Maria Kretzmann for Spring 2021 - Fall 2021.

The motion passed unanimously.

3. Renewal of License Support Agreements with Oracle 2020-2021

It was moved (Ms. Ransford) and seconded (Ms. Portillo Rabinov) to approve the renewal of the license support agreements with Oracle for fiscal year 2020-2021 for the cost of \$763,961.19.

The motion passed unanimously.

4. Change Order No. 003 – PE Gym Replacement Increment 2 Project

It was moved (Dr. Hacopian) and seconded (Ms. Portillo Rabinov) to approve Change Order No. 003 for the PE Gym Replacement Increment 2 Project and that the contract price be amended to reflect an increase of \$36,228.

The motion passed unanimously.

5. Change Order No. 001 – San Rafael Second Floor Renovation Project

It was moved (Dr. Hacopian) and seconded (Ms. Ransford) to approve Change Order No. 001 for the San Rafael Second Floor Renovation Project and that the contract price be amended to reflect an increase of \$118,024.

The motion passed unanimously.

NEW BUSINESS REPORTS – ACTION - continued

6. Change Order No.001 – Welding Shop Alterations Project

It was moved (Ms. Portillo Rabinov) and seconded (Ms. Ransford) to approve Change Order No. 001 for the Welding Shop Alterations Project and that the contract price be amended to reflect an increase of \$13,892.

The motion passed unanimously.

7. Change Order No. 001 – Administration Building Window Replacement Project

It was moved (Ms. Ransford) and seconded (Dr. Hacopian) to approve Change Order No. 001 for the Administration Building Window Replacement Project and that the contract price be amended to reflect an increase of \$5,238.

The motion passed unanimously.

COLLEGE LEADERS REPORTS

Written reports were included in the meeting agenda materials with additional comments made at the meeting by College leaders concerning college and community related activities, events and issues of interest to the college.

Dr. Viar provided an update on actions being taken and planned by GCCD that are necessary to address the health and safety of college students and employees, the quality of the learning environment, and the fiscal integrity of the district during the COVID-19 pandemic. Accommodations are being made for the student population concerning Spring 2020 enrollment, parking permit reimbursement, and determining the remainder of the Spring 2020 and entire Summer 2020 sessions will be remote instruction.

BOARD OF TRUSTEES REQUESTS FOR INFORMATION

Dr. Hacopian requested information concerning the effect on community college transfer students of CSU and UC changing their admissions' policies related to new first-year students.

COMMENTS FROM THE AUDIENCE ON ANY SUBJECT

No comments presented.

ADJOURNMENT

Ms. Davis adjourned the meeting at 6:40 p.m.

Board of Trustees President

Board of Trustees Clerk

Board of Trustees Regular Meeting, April 21, 2020
Minutes recorded by Debra Kallas, Executive Assistant to the Superintendent/President and the Board of Trustees
Minutes approved at the Regular Board of Trustees Meeting, May 19, 2020.

GLENDALE COMMUNITY COLLEGE DISTRICT
 May 19, 2020
 CONSENT CALENDAR NO. 2
 FINANCE REPORT

TO: Board of Trustees
 SUBMITTED BY: David Viar, Superintendent/President
 REVIEWED BY: Anthony Culpepper
 Executive Vice President, Administrative Services
 PREPARED BY: Angineh Baghoomian, District Accountant
 SUBJECT: WARRANTS - DISTRICT FUNDS
 APRIL 01, 2020 THROUGH APRIL 30, 2020

It is recommended that "A" form (Payroll Warrants) as shown below totaling: \$ 6,929,364.48
 and "B" form (Other Than Payroll Warrants) NO 788482 through 790643: 8,612,254.39
 be approved. \$ 15,541,618.87

REGISTER NUMBER		WARRANT NUMBER		DESCRIPTION	AMOUNT	
C1I	C	6587760	--- 6587847	Certificated	Monthly	\$ 4,065,135.93
		1376442	--- 1377111	Certificated	Monthly	-
C1I	N	6587848	--- 6587852	Classified	Hourly	78,108.34
		1377112	--- 1377140	Classified	Hourly	-
090	C	6587959	--- 6587962	Certificated	Hourly	4,543.86
094	C	6595808	--- 6595808	Certificated	Monthly	5,531.12
E4R	N	6598162	--- 6598188	Classified	Monthly	2,123,713.56
		1419814	--- 1420149	Classified	Monthly	-
C3I	C	6607765	--- 6607766	Certificated	Hourly	7,243.79
		1445126	--- 1445132	Certificated	Hourly	-
C3I	N	6607767	--- 6608207	Classified	Hourly	230,535.13
		1445133	--- 1445157	Classified	Hourly	-
100	C	6608900	--- 6608900	Certificated	Monthly	1,194.38
100	N	6608901	--- 6608918	Classified	Monthly	18,795.06
106	N	6611618	--- 6611620	Classified	Monthly	2,400.00
108	N	6613990	--- 6613990	Classified	Monthly	425.48
115	N	6621098	--- 6621098	Classified	Monthly	416.64
C2J	C	6622873	--- 6622892	Certificated	Hourly	370,188.35
		1501755	--- 1501898	Certificated	Hourly	-
C2J	N	6622893	--- 6622893	Classified	Hourly	21,132.84
		1501899	--- 1501911	Classified	Hourly	-
						<u>\$ 6,929,364.48</u>

Expired warrant(s) to be reissued:

09/06/19 25488523 Madiel Mendez \$ 184.00

Summary of Commercial Warrants

	Amount	Count
GENERAL FUND - UNRESTRICTED	2,140,754.97	192
GENERAL FUND - RESTRICTED	766,437.17	181
STUDENT FINANCIAL AID	1,251,586.32	7
CAPITAL CONSTRUCTION	7,500.00	1
SELF INSURANCE	55,343.35	5
CAFETERIA	21.41	1
PROFESSIONAL DEVELOPMENT CENTER	52,678.58	40
MEASURE GC-GO BOND, SERIES A	4,112,270.00	86
PAYROLL CLEARING	225,662.59	27

\$8,612,254.39	540
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**GLENDALE COMMUNITY COLLEGE DISTRICT
Commercial Warrants**

Fund: 1 **GENERAL FUND - UNRESTRICTED**

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
3509	STATE UNEMPLOYMENT INSURANCE	1	6,129.61
3790	RETIREE EMPLOYEE BENEFITS	3	25,796.73
4530	SUPPLIES & MATERIALS-BLDGS	8	30,453.96
4540	SUPPLIES & MATERIALS-GROUNDS	1	2,525.52
4550	SUPPLIES & MATERIALS-EQUIPMENT	7	2,695.86
4560	SUPPLIES & MATERIALS-CUSTODIAL	1	2,749.64
4590	OTHER SUPPLIES	32	19,922.47
5110	CONTRACT CONSULTANT	2	5,675.00
5220	TRAVEL	2	1,237.00
5510	NATURAL GAS	3	22,268.18
5520	LIGHT AND POWER	3	256,754.46
5521	GLENDALE WATER/SEW/RUBBISH	1	22,385.39
5522	GARFIELD E/W/S/R	1	14,371.26
5540	TELEPHONE	4	17,883.37
5560	TRASH DISPOSAL	2	13,270.40
5615	RENTS & LEASE-PERSONAL PROPERT	1	275.64
5650	VENDOR REPAIRS-EQUIPMENT	8	26,413.45
5690	ALL OTHER CONTRACT SERVICES	79	453,522.10
5710	AUDIT COST	2	24,900.00
5730	LEGAL SERVICES	3	21,678.00
5825	PRINTING AND ADVERTISING	3	14,477.71
5850	POSTAGE	8	1,617.24
5860	OPER. COST-DIST VEHICLES	3	2,417.70
5890	OTHER EXPENSE	1	415.00
5892	CREDIT CARD SERVICE CHARGE	2	2,086.47
6410	INSTRUCTIONAL EQUIPMENT	1	2,225.00
6420	NON-INSTRUCTIONAL EQUIPMENT	3	5,484.59
6520	LEASE PURCHASE-PERSONAL PROP.	1	250.55
9530	FB-SUBS-H&W	4	913,843.60
9531	FB-SUBS-SUI	1	10,043.39
9535	FB SUBS-ARP	1	34,782.12
9552	USE TAX PAYABLE	-2	-359.04
9555	STUDENT REFUNDS	2	182,562.60
		192	\$2,140,754.97

**GLENDALE COMMUNITY COLLEGE DISTRICT
Commercial Warrants**

Fund: 3 GENERAL FUND - RESTRICTED

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
4200	OTHER BOOKS	1	519.30
4300	INSTRUCTIONAL SUPPLIES	58	174,351.11
4400	INSTRUCT. MEDIA SUPPLIES	2	159.68
4590	OTHER SUPPLIES	17	37,256.27
4710	FOOD	1	431.74
5110	CONTRACT CONSULTANT	3	3,566.00
5220	TRAVEL	1	245.28
5550	LAUNDRY AND CLEANING	1	1,072.46
5610	RENT & LEASES - REAL PROP	3	4,048.47
5615	RENTS & LEASE-PERSONAL PROPERT	2	4,815.27
5690	ALL OTHER CONTRACT SERVICES	22	234,901.91
5825	PRINTING AND ADVERTISING	2	7,189.50
5860	OPER. COST-DIST VEHICLES	1	111.17
5885	STUDENT TRANSPORTATION	21	28,206.00
5890	OTHER EXPENSE	2	25,000.00
6310	LIBRARY BOOKS	3	684.82
6320	SERIALS, CONTINUATION BOOKS	1	52.00
6410	INSTRUCTIONAL EQUIPMENT	17	58,139.26
6420	NON-INSTRUCTIONAL EQUIPMENT	4	23,583.93
6520	LEASE PURCHASE-PERSONAL PROP.	1	9,418.05
8849	THEATRE TICKET SALES	1	1,450.00
8871	COMMUNITY SERVICE	14	7,538.00
8876	BAJA FIELD STUDIES	1	6,000.00
9530	FB-SUBS-H&W	6	130,120.01
9531	FB-SUBS-SUI	1	1,366.99
9535	FB SUBS-ARP	1	7,031.89
9552	USE TAX PAYABLE	-6	-821.94
		181	\$766,437.17

Fund: 9 STUDENT FINANCIAL AID

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
5690	ALL OTHER CONTRACT SERVICES	1	2,486.00
5830	ADVERTISING	1	659.30
7500	STUDENT FINANCIAL AID	5	1,248,441.02
		7	\$1,251,586.32

**GLENDALE COMMUNITY COLLEGE DISTRICT
Commercial Warrants**

Fund: 15 CAPITAL CONSTRUCTION

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
5690	ALL OTHER CONTRACT SERVICES	1	7,500.00
6230	CONSTRUCTION MANAGEMENT	0	0.00
		1	\$7,500.00

Fund: 18 SELF INSURANCE

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
3409	H & W, TEACHERS	2	48,656.47
3790	RETIREE EMPLOYEE BENEFITS	1	2,943.08
5690	ALL OTHER CONTRACT SERVICES	1	2,973.99
6420	NON-INSTRUCTIONAL EQUIPMENT	1	769.81
		5	\$55,343.35

Fund: 30 CAFETERIA

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
9531	FB-SUBS-SUI	1	21.41
		1	\$21.41

Fund: 59 PROFESSIONAL DEVELOPMENT CENTER

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
4300	INSTRUCTIONAL SUPPLIES	1	1,528.07
4590	OTHER SUPPLIES	2	596.85
5510	NATURAL GAS	1	275.38
5520	LIGHT AND POWER	1	1,319.83
5530	WATER	2	172.23
5590	MISC. HOUSEKEEPING SERVICES	2	475.00
5690	ALL OTHER CONTRACT SERVICES	24	45,129.47
5825	PRINTING AND ADVERTISING	1	525.00
5850	POSTAGE	1	124.00
9530	FB-SUBS-H&W	4	2,490.62
9531	FB-SUBS-SUI	1	42.13
		40	\$52,678.58

**GLENDALE COMMUNITY COLLEGE DISTRICT
Commercial Warrants**

Fund: 74 MEASURE GC-GO BOND, SERIES A

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
5650	VENDOR REPAIRS-EQUIPMENT	3	37,480.00
5690	ALL OTHER CONTRACT SERVICES	49	883,924.88
5730	LEGAL SERVICES	1	21.00
6120	SITE IMPROVEMENT	3	592,015.98
6210	BUILDING IMPROVEMENT	3	775,844.03
6220	ARCHITECT AND ENGINEERING	14	1,425,917.64
6230	CONSTRUCTION MANAGEMENT	3	108,990.00
6240	INSPECTION AND TESTING FEES	5	111,786.25
6410	INSTRUCTIONAL EQUIPMENT	2	10,388.91
6420	NON-INSTRUCTIONAL EQUIPMENT	3	165,901.31
		86	\$4,112,270.00

Fund: 76 PAYROLL CLEARING

OBJECT CODE	OBJECT NAME	NUMBER of ENTRIES	AMOUNT
9502	ALTERNATE RETIREMENT PLAN	1	41,814.01
9518	TAX SHELTER ANNUITY	1	600.00
9530	FB-SUBS-H&W	7	33,704.47
9575	VOLUNTARY CREDIT UNION DEDUCTIONS	4	68,919.00
9576	VOLUNTARY CHARITABLE DEDUCTIONS	2	119.00
9577	VOLUNTARY UNION DEDUCTIONS	10	60,983.52
9579	VOLUNTARY DISABILITY/LIFE INS DED - 12	2	19,522.59
		27	\$225,662.59

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing and Purchase Order Listing**

04/01/20 - 04/30/20

REPORT DATE: 19-MAY-20

REPORT OF RECOMMENDATION

TO: THE BOARD OF TRUSTEES

SUBMITTED BY: DAVID VIAR, SUPERINTENDENT/PRESIDENT

PREPARED BY: PURCHASING OFFICE

SUBJECT: CONTRACT LISTING and PURCHASE ORDER LISTING

**IT IS RECOMMENDED THAT THE FOLLOWING CONTRACTS
ISSUED AS NEEDED TO MEET OPERATIONAL NEEDS BE
AUTHORIZED:**

Summary of Contracts

GENERAL FUND - UNRESTRICTED	538,558.75	121
GENERAL FUND - RESTRICTED	584,476.81	152
STUDENT FINANCIAL AID	216,820.87	4
SELF INSURANCE	2,973.99	1
PROFESSIONAL DEVELOPMENT CENTER	40,068.44	11
MEASURE GC-GO BOND, SERIES A	11,725,642.53	62

Grand Total:

\$13,108,541.39	351
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**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3**

Contract Listing & Purchase Order Listing

04/01/20 - 04/30/20

May 19, 2020

Fund: 01 GENERAL FUND - UNRESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
CONTRACT-RENT/LEASE			
79355	QUADIENT LEASING USA INC	Lease Agreement Mail Machine	2,412.59
CONTRACT-SERVICE			
77777	ORACLE AMERICA INC	B73946 - Oracle Planning and Budgeting Cloud 75 Users	15,930.00
79185	EISENHART & ASSOCIATES	Assistance With Major Gifts Program	1,105.00
79266	PRINTEFEX	Letterhead	5,553.29
79306	GAY'S AUTOMOTIVE AND TOWING SERVICE	GCCPD Towing	65.00
79319	CENIC	Internet Circuit	2,666.57
79321	PUBLIC AGENCY LAW GROUP	Legal Fees	329.50
79333	GS1 GROUP INC	Security Services Coverage for COVID	2,625.00
79361	CAROL DORMAN	Videotaping and Editing of the Board of Trustees Meeting 4/21/2020	375.00
CONTRACT-SITE LICENSE			
79362	APPLIED COMPUTER SYSTEMS INC	Applied Computer Syst NetSupport & License	22,106.00
EQUIPMENT-COMPUTER			
79252	DELL MARKETING LP	Facilities Laptops	7,288.56
OTHER SERVICES-OTHER SERVICE			
70595	CLARA CARRACELA	PSA for Payroll Consultant	12,500.00
75010	ASAP DOOR	Key and Door Services \$75/hour Fiscal Year 2020	60,000.00
78911	CDW-G	Epson Projector Lamps Per Quote LHKK738	1,314.29
79151	EMCOR SERVICES	AD Air Compressor	9,731.10
79169	ONTARIO REFRIGERATION	Ice Machine Repair and Maintenance	1,035.00
79170	ONTARIO REFRIGERATION	Ice Machine Repair	558.88
79179	ROCK'S TREE AND HILLSIDE SERVICE INC	Clearing 40ft of weeds, grasses, and brushes for Fire Code compliance per quote 5134	8,900.00
79203	CHEMSEARCHFE	State Tax	108.00
79203	CHEMSEARCHFE	Local Tax	76.50
79203	CHEMSEARCHFE	12056557 - Envorosan	1,800.00
79217	BLUEBEAM INC	5 Licenses eXtreme Plus Support	3,740.00
79220	CLARK COMPANY	HS 218 Flooring	4,464.00
79221	CLARK COMPANY	HS Base	320.00
79222	SCCS PRODUCTIONS INC	Women's Basketball Game v Palomar March 7 2020	400.00
79223	ADVANCED AUTOMATIC DOOR	CR 1st Floor	600.00
79230	TOLLY LANDSCAPE INCORPORATED	Purchase and Plant Speciality mulch and red wood chips Per Proposal	625.00
79240	HBEB INC	AD 145 Fix damages from water leak of all windows, patch and paint walls per proposal 7053	2,870.00
79241	EMCOR SERVICES	Install Needle Point Bipolar ionization system to the Administration Building per quote 20- 25511	13,457.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3**

Contract Listing & Purchase Order Listing

04/01/20 - 04/30/20

May 19, 2020

Fund: 01

GENERAL FUND - UNRESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
OTHER SERVICES-OTHER SERVICE			
79244	RICHARD WILLIAMS PHOTOGRAPHY	Board of Trustee Photo Inv 4324	299.88
79249	ROCK'S TREE AND HILLSIDE SERVICE INC	Ornamental Prune Per Quote 5178	6,500.00
79250	ROCK'S TREE AND HILLSIDE SERVICE INC	Prune trees adjacent to electronic marquee sign at Mountain and Verdugo corner Per Quote 5179	5,750.00
79258	HYDRAULIC INDUST PLUMBING SUPPLY	Material for HVAC HS Per Quote 009713	10,869.58
79259	JOBELEPHANT.COM INC	Payment for 2 Job Elephant ADs:# 2410046-\$109 & #2410437-\$125, Invoice date of 3/9/20	234.00
79260	GARDEN VIEW NURSERY	Plants for rent for graduation, including flowering marigolds. The amount includes tax and delivery charges.	1,355.63
79264	STUDY IN THE USA INC	Print Ads and Site Renewal Study in the USA	12,930.00
79271	CALIFORNIA INSTITUTE OF TECHNOLOGY	Project Organization and Leadership	1,040.00
79272	ARC	Printing GCC Fact Sheets	1,363.80
79275	U S BANK	GOB Administration Fee	250.00
79278	CDW-G	Da Lite Number 6 Wall Brakets Qty 20 Per Quote LJRJ058	274.96
79280	CLARK COMPANY	AD 249 and 149	1,706.00
79285	ARC	Plans and Specs	205.24
79291	ACCU-LINE STRIPING	Lot B - Stripe parking stall New Meter Per Quote 040220	530.43
79292	FRANK'S HOME SERVICE	Remove cabinet and frames. Install whiteboard in HR offices per bid 492020	1,500.00
79297	STUDIO SPECTRUM INC	Extron Repair Per Proposal	312.00
79308	DSM RESOURCES	Network Services Assistance	5,885.96
79309	ADVANCED AUTOMATIC DOOR	Bollar Posts at Police Station	332.50
79315	LIEBERT CASSIDY WHITMORE	Legal Services	2,480.00
79316	LIEBERT CASSIDY WHITMORE	Legal Services	9,194.50
79327	HANDS ON PAINTING INC	Loading Dock	325.00
79329	EMCOR SERVICES	Install NPBI System SR AH 1 and 2 for Pathogen Control Per Proposal 20 25649	16,964.00
79330	EMCOR SERVICES	Install NPBI System AU AH 1 and 2 for Pathogen Control Per Proposal 20 25650	16,157.00
79335	DIRECT MAIL SOURCE INC	Printing and Mailing Services Welcome Center	9,000.00
79343	EV PLUMBING INC	Clear Sewer Line	1,731.60
79344	ONTARIO REFRIGERATION	Maintenance Agreement	725.00
79345	TOLLY LANDSCAPE INCORPORATED	Trim and Clean Fence Line	1,290.00
79346	EMCOR SERVICES	Maintenance Agreement	6,986.00
79360	RICHARD WILLIAMS PHOTOGRAPHY	Board of Trustee Photo Inv 4325	299.88
79366	SOUTH COAST AQMD	AQMD Fees 2021	137.63
REPAIRS-BUILDING			
79181	AK CONSTRUCTION AND ROOFING INC	Clean out gutters, prep area at seams and seal seams per Estimate 444742	3,725.00
79182	AK CONSTRUCTION AND ROOFING INC	Remove existing sealant from library doors and install new backer rods and sealant per	4,150.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
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04/01/20 - 04/30/20

May 19, 2020

Fund: 01 GENERAL FUND - UNRESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
REPAIRS-BUILDING			
		Estimate 444744	
79183	AK CONSTRUCTION AND ROOFING INC	Repairing downspouts at print shop/duplicating and old EOPS Building and installing drains and diverters at Fitness Center roof and shed per Estimate 444743	3,460.00
SUBSCRIPTIONS-SUBSCRIPTION SERVICES			
79284	NAFSA PUBLICATIONS CENTER	Adviser's Manual Renewal	305.00
79340	AMERICAN ACCOUNTING ASSOCIATION	Membership and Online Journal Access	175.00
SUPPLIES-CLEANING			
74550	WAXIE SANITARY SUPPLY	Custodial Supplies FY 19/20	190,000.00
SUPPLIES-INSTRUCTIONAL			
79281	BUD'S LITES	Lighting Fixtures Per Quote 1505 Plus Sales Tax	124.00
79313	ANATOMICAL WORLDWIDE LLC	Sales Tax	113.57
79313	ANATOMICAL WORLDWIDE LLC	Item A-103130 Motor Neuron Diorama Anatomy Model	638.00
79313	ANATOMICAL WORLDWIDE LLC	Item A-108839 Somso Synapse Model	470.00
SUPPLIES-OFFICE			
74593	EWING IRRIGATION PRODUCTS	Facilities Blanket FY 2019--20 Authorized Personnel: Bill Easley, Victor Torres, Patrick Shahnazarian	10,000.00
74617	WRIGHTS SUPPLY INC	Facilities Blanket PO for Supplies FY 19-20 Authorized : PauL Vanheuzen and Patrick Shahnazarian and Mike Nevius	14,000.00
76750	SYNCHRONY BANK/AMAZON	Amazon Cards	500.00
78806	OFFICE DEPOT	Colorox Wipes	60.36
79168	THE HITT COMPANIES INC	Name Plate MS. PORTILLO RABINOV 2x12 bronze with black lettering	15.60
79168	THE HITT COMPANIES INC	Name Plate MR. BENLIAN 2x12 bronze with black lettering	15.60
79168	THE HITT COMPANIES INC	Sales Tax	3.20
79168	THE HITT COMPANIES INC	Freight	18.60
79232	OFFICE DEPOT	Item 427576 HP 952 Color Cartridges	41.99
79232	OFFICE DEPOT	Item 509684 HP 63XL Black Color Cartridges	36.39
79232	OFFICE DEPOT	Item 328649 Dry Erase Green Pack of 12	9.62
79232	OFFICE DEPOT	Item 380433 HP 952XL Black	29.39
79232	OFFICE DEPOT	Item 256981 Dry Erase Red Pack of 12	10.83
79232	OFFICE DEPOT	Item 221720 Paper Clips Pack of 5	2.31
79232	OFFICE DEPOT	Tax	24.50
79232	OFFICE DEPOT	Item 274457 Vertical Sign Holder	4.41
79232	OFFICE DEPOT	Item 561339 Medium Binder Clips Pack of 24	1.68
79232	OFFICE DEPOT	Item 1386163 Binder 4" White	28.14
79232	OFFICE DEPOT	Item 975266 Brother M-2312PK Labels Pack of 2	10.55

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3**

Contract Listing & Purchase Order Listing

04/01/20 - 04/30/20

May 19, 2020

Fund: 01

GENERAL FUND - UNRESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
SUPPLIES-OFFICE			
79232	OFFICE DEPOT	Item 919813 Writing Pads Pack of 12	19.11
79232	OFFICE DEPOT	Item 259251 Dry Erase Black Pack of 12	19.32
79232	OFFICE DEPOT	Item 259271 Dry Erase Blue Pack of 12	19.42
79232	OFFICE DEPOT	Item 333036 Kleenex Pack of 5	5.86
79233	SYNCHRONY BANK/AMAZON	2 Gallons of Hand Sanitizer	143.17
79234	SYNCHRONY BANK/AMAZON	Brother Ptouch Labelmaker, PTD210	33.08
79235	SYNCHRONY BANK/AMAZON	Disinfectant Wipes	175.23
79236	OFFICE DEPOT	ITEM # 479596 Brother? TZe-231 Black-On-White Tapes	83.60
79237	OFFICE DEPOT	Item 127270 staple remover	14.00
79237	OFFICE DEPOT	Item 118645 Optima staples	120.00
79247	SYNCHRONY BANK/AMAZON	ASIN B07DPWL598 Screen Mom Screen Cleaner Kit with Microfiber Cloths and 2 Spray Bottles	59.98
79247	SYNCHRONY BANK/AMAZON	Shipping and Sales Tax	20.88
79247	SYNCHRONY BANK/AMAZON	ASIN B079HR85C3 Logitech MK545 Advanced Wireless Keyboard and Mouse Combo	32.62
79263	SYNCHRONY BANK/AMAZON	Gift Cards	257.53
79273	ALLIANCE DATA FORMS	Sales Tax	295.82
79273	ALLIANCE DATA FORMS	Number 9 Security Window Envelopes with Address Per Quote	2,886.00
79274	ALLIANCE DATA FORMS	Number 10 Regular Security Envelopes (No Window) with Address	307.95
79274	ALLIANCE DATA FORMS	Sales Tax	31.56
79276	OFFICE DEPOT	Item # 850213 - Bic Xtra Mechanical Lead Pencils, 0.7 mm - 24 pencils/pack	4.88
79276	OFFICE DEPOT	Item # 242727 - Magnetic Clips, 1-3/4", pack of 3.	4.90
79276	OFFICE DEPOT	Item # 561894 - Post-it Notes, 1-1/2" x 2", Cape Town, Pack of 12 pads.	9.64
79276	OFFICE DEPOT	Item # 654696 - Pentel Super Hi-Polymer Lead, 0.7 mm, Medium, HB, 30 Leads per tube, pack of 3 tubes.	2.82
79298	APPLE INC	Sales Tax	82.10
79298	APPLE INC	Apple Pencil First Gen for iPad	801.00
79310	SYNCHRONY BANK/AMAZON	Samsung SSD and Adhesive	553.89
79314	TOP PHARMACY	N95 Masks Per Quote	2,800.00
79314	TOP PHARMACY	Sales Tax	287.00
79324	SYNCHRONY BANK/AMAZON	WD 4TB Elements Portable External Hard Drive - USB 3.0 - WDBU6Y0040BBK-WESN	339.75
79331	SYNCHRONY BANK/AMAZON	sales tax	5.26
79331	SYNCHRONY BANK/AMAZON	Dig Infrared Thermometer I	51.34
79359	NICHOLAS ALLEN	Reimbursement for Officer Nick Allen for Uniform Allowance Partial Purchases	180.43
79365	GALLS/QUARTERMASTER LLC	Uniform Allowance for Officer Serine Torosian Valid 7/1/19-6/30/20	750.00

TRAVEL-CONFERENCE

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing & Purchase Order Listing**

04/01/20 - 04/30/20

May 19, 2020

Fund: 01 GENERAL FUND - UNRESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
TRAVEL-CONFERENCE			
79337	ASSOCIATION OF CHIEF BUSINESS OFFICERS	Conference Fall 2019	600.00
			<u>\$538,558.75</u>

Fund: 03 GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
BOOKS-LIBRARY			
79282	GRAPHIS INC	Books Inv 9746DFE2-0002	52.00
79352	GREY HOUSE PUBLISHING	Critical Insights	94.50
79352	GREY HOUSE PUBLISHING	Sales Tax	10.00
79367	INGRAM LIBRARY SERVICES	Books Invoice dated 04 28 20	9,976.77
CONTRACT-PERSONAL SERVICE			
79186	EMIN NAVASARTIAN	Workshop April 1 2020	200.00
79370	INFINITY MARTINEZ CONSULTING	Web Conference Training on Equity Diversity April 29 2020	950.00
CONTRACT-RENT/LEASE			
79224	DEPT OF AIRPORTS	Aircraft Parking Per Invoice 2500	8.00
CONTRACT-SERVICE			
78615	MONICA McFARLAND	MFT Associate Health Center	8,400.00
79204	ARAKEL ARISTAKESSIAN	Mental Health Awareness 4-6-20 to 6-10-2020	18,720.00
79205	MELODY HOVESEPIAN	Mental Health Conseling 3-3-3030 to 4-1-2020	3,100.00
79242	SOURCE AIM LLC	TextAim Monthly Service Fees - 12/6/19 to 12/5/20	6,000.00
79301	CITY OF GLENDALE	Invoice Verdugo Workforce Development CAEP Contract	163,500.00
79323	GOOD TIMES TRAVEL	CSE Canyons 20STRCCPD	97.50
79348	ART WITH IMPACT	Event Package May 5 2020	3,000.00
79353	CAREER TRAINING SOLUTIONS LLC	CSE 20S Pharmacy Tech	17,988.00
CONTRACT-SITE LICENSE			
79184	COMPUTERLAND - SILICON VALLEY	Camtasia 19 Qty 1	205.00
DEFAULT-DEFAULT			
79268	AVID	Sales Tax	148.11
79268	AVID	Shipping	30.00
EQUIPMENT-COMPUTER			
79178	APPLE INC	10.5 in iPad Keyboard and pencil	1,072.88
79180	PROMEVO	Samsung Chromebook 4 Quantity 200 Plus Chrome Google Management	59,746.46

**GLENDALE COMMUNITY COLLEGE DISTRICT
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Fund: 03

GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
EQUIPMENT-COMPUTER			
79251	DELL MARKETING LP	Laptop HR	1,457.71
79269	COMPUTERLAND - SILICON VALLEY	Surface Pro Qty 3 Plus Accessories Per Quote 165528	5,116.90
EQUIPMENT-INSTRUCTIONAL			
79176	SYNCHRONY BANK/AMAZON	Sales Tax and shipping	41.30
79176	SYNCHRONY BANK/AMAZON	Screen Drawing Tablet: Levels Pen Display with Arm Stand	289.99
79187	VWR INTERNATIONAL	Sales Tax	517.25
79187	VWR INTERNATIONAL	Incubator and Freezer Per Per Quote No. 8031215772	5,046.33
79188	BECKMAN COULTER INC	Avanti Package Per Per Quote 01350539	9,900.63
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Item 569860 Cable for 12 Lead Simulator	493.97
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Item 681549 ECG Simulator, 12 Lead	1,239.10
79192	BOUND TREE MEDICAL	Item 653601 Airway Management Trainer	1,599.98
79193	MUNICIPAL EMERGENCY SERVICES INC	Seek Scan Kit	4,390.00
79193	MUNICIPAL EMERGENCY SERVICES INC	Sales Tax and Shipping	459.98
79194	HAAS FACTORY OUTLET	Haas 5C Collet Head: Proposal 20180910	4,902.31
79195	POCKET NURSE ENTERPRISES INC	Item 11-81-4557-BLU Anti Choking Trainer Pack of 4	374.73
79195	POCKET NURSE ENTERPRISES INC	Sales Tax	40.93
79195	POCKET NURSE ENTERPRISES INC	Shipping Estimate	40.00
79200	SOLAIRE MEDICAL STORAGE LLC	Freight	699.70
79200	SOLAIRE MEDICAL STORAGE LLC	Sales tax	427.81
79200	SOLAIRE MEDICAL STORAGE LLC	Item SR2GD Roam 2 Compartment Supply Cart Per Sales Quote 134221	4,173.75
79238	DIAMEDICAL USA EQUIPMENT LLC	Sales Tax	163.48
79238	DIAMEDICAL USA EQUIPMENT LLC	SimScreen Standard Simulation Panel Per Quote 81010	1,595.00
79290	POCKET NURSE ENTERPRISES INC	Shipping	22.99
79290	POCKET NURSE ENTERPRISES INC	Item 02-43-1220 LifePak Printer Paper 50mm	87.56
79290	POCKET NURSE ENTERPRISES INC	Item 02-43-2622 LifePak 20 Defibrillator Refurbished with Discharge Box	3,423.02
79290	POCKET NURSE ENTERPRISES INC	Tax	359.83
OTHER SERVICES-OTHER SERVICE			
77911	C AUGENTSTEIN CORP	Regional Director Engagement Per Sub Agreement Jan 6 - Sept 30 2020	144,000.00
79213	SHADOW HEALTH INC	Per Quote 847 Dated 04/02/20 Student Software 30 Pharmacology DCE	2,000.00
79214	SHADOW HEALTH INC	Per Quote 846 Dated 04/02/20 Student Software 54 MENTAL HEALTH DCE	2,000.00
79215	SHADOW HEALTH INC	Increase PO 79215 for Additional Leadership DCE Licenses	450.00
79215	SHADOW HEALTH INC	Per Quote 844 Dated 04/02/20 Student Software 78 Leadership DCE	2,000.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
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04/01/20 - 04/30/20

May 19, 2020

Fund: 03

GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
OTHER SERVICES-OTHER SERVICE			
79216	SHADOW HEALTH INC	Per Quote 845 Dated 04/02/20 Student Software 16 Health Assessment DCE	2,000.00
79229	SCANTRON CORPORATION	Remark Classroom Addition	150.00
79231	SHADOW HEALTH INC	Per Quote 865 Dated 04/06/20 Student Software 47 GERONTOLOGY DCE	2,000.00
79255	YERANUI BARSEGYAN	Reimbursement for Dropbox	200.00
79257	ASSOCIATED STUDENTS OF GLENDALE COLLEGE	Student Emergency Fund	25,000.00
79270	JOSE A MERCADE	Reimburse Expenses for Station Director Baja Field Station Jan & Feb 2020	3,939.81
79289	4IMPRINT	Item 100346-25-M Post-it Notes 3"x4" Marble 25 Sheets WHITE/BURGUNDY	390.00
79289	4IMPRINT	Item 153200 Fischer Pen RED/SILVER	540.00
79289	4IMPRINT	Set-up Charge	65.00
79289	4IMPRINT	Tax	168.10
79289	4IMPRINT	Ground Shipping	184.67
79289	4IMPRINT	Item 153246 Refresh Edge Water Bottle RED	645.00
79295	ROUBINA BABAKHANIAN	Reimburse Supplies	41.36
79354	T-MOBILE	Hotspots	4,224.00
SUBSCRIPTIONS-SUBSCRIPTION SERVICES			
79212	JOBELEPHANT.COM INC	Print Ad Librarian Inv 2410437	125.00
79212	JOBELEPHANT.COM INC	Print Ad Asbarez Newspaper AD# 1579182 Inv 2410046	109.00
79262	WEBEXERCISES INC	Athletics- Annual Subscription Per Quote	249.95
SUBSCRIPTIONS-SUBSCRIPTIONS			
79322	LOS ANGELES TIMES	LA Times Renewal Thru 3/19/20 Acct 10004884449	107.33
SUPPLIES-CLEANING			
79350	UNITED FABRICARE SUPPLY INC	Laundry Detergent	1,072.46
SUPPLIES-INSTRUCTIONAL			
75113	HOME DEPOT	Blanket Fire Academy Supplies FY20	20,000.00
78780	WOLTERS KLUWER HLRP	ISBN 9781934758120 Outcomes and Competencies	43.98
78780	WOLTERS KLUWER HLRP	ISBN 9781975104276 NLN Core Competencies for Nurse Educators	99.98
78780	WOLTERS KLUWER HLRP	Tax and shipping	24.79
78780	WOLTERS KLUWER HLRP	ISBN 9781975126582 E-Book NLN Core Competencies for Nurse Educators	49.99
78820	BUSINESS CARD	www.Weavstraunte.com Culinary Arts Instructional Supplies: WebstaurantStore Supply Order	2,193.47
79172	DEPARTMENT OF FORESTRY AND	FSTEP Invoice 1256222	728.00
79177	AED SUPERSTORE	Item 15-1006 ACLS Instructor Kit	212.00
79177	AED SUPERSTORE	Sales Tax	21.73
79190	B & H PHOTO VIDEO	Camera Accessories from B & H for Remote	396.58

**GLENDALE COMMUNITY COLLEGE DISTRICT
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04/01/20 - 04/30/20

May 19, 2020

Fund: 03

GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
SUPPLIES-INSTRUCTIONAL			
		Instruction	
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Item 536581 ECG Pads Case of 40	431.21
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Shipping Estimate	320.00
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Item 960298 Glucose Strips Case of 1200	1,038.14
79191	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	Tax	328.25
79192	BOUND TREE MEDICAL	Item 30052 NRB Mask Adult	78.00
79192	BOUND TREE MEDICAL	Shipping Estimate	187.00
79192	BOUND TREE MEDICAL	Item 30058 NRB Mask Infant	124.00
79192	BOUND TREE MEDICAL	Item 533-MS-25058EA NRB Mask Pediatric	69.50
79192	BOUND TREE MEDICAL	Sales Tax	191.83
79195	POCKET NURSE ENTERPRISES INC	Item 11-81-0848 Blood Venous Gallon	24.54
79196	B & H PHOTO VIDEO	Wacom Intuos Wireless Graphic Tablet	96.53
79202	CCLC	John Wiley & Sons Subscription Fee Invoice 10991	1,922.50
79248	GRAINGER	Item 1AGD3 N95 Disposable Respirator Pack of 20	285.00
79248	GRAINGER	Shipping Estimate	29.00
79248	GRAINGER	Tax	29.21
79254	MEDLINE INDUSTRIES INC	Item MDS090735 Alcohol Prep Pads Case of 3000	32.50
79254	MEDLINE INDUSTRIES INC	Item MDS2502H Nitrile Glove Medium Box of 250	19.10
79254	MEDLINE INDUSTRIES INC	Shipping Estimate	50.00
79254	MEDLINE INDUSTRIES INC	Item DYND40971 Suction Catheter Kit Case of 50	46.65
79254	MEDLINE INDUSTRIES INC	Item DYND72016 Gastric Sump Tube Case of 50	105.59
79254	MEDLINE INDUSTRIES INC	Item MDS2501H Nitrile Glove Small Box of 250	19.10
79254	MEDLINE INDUSTRIES INC	Item MDS2504H Nitrile Glove XLarge Box of 250	19.10
79254	MEDLINE INDUSTRIES INC	Tax	60.05
79254	MEDLINE INDUSTRIES INC	Item DYND4061030 Tracheostomy Tray Case of 30	31.59
79254	MEDLINE INDUSTRIES INC	Item EMZE01003 3mL Saline Flush with 2.5mL Case of 800	202.40
79254	MEDLINE INDUSTRIES INC	Item DYND11NS14S Catheter Tray Case of 10	69.55
79254	MEDLINE INDUSTRIES INC	Item MDS032290Z Lubricating Jelly in Flip-Top Tube Box of 12	21.14
79254	MEDLINE INDUSTRIES INC	Item MDS2503H Nitrile Glove Large Box of 250	19.10
79268	AVID	Book PT110 For Pro Tools V12 English	1,445.00
79281	BUD'S LITES	Lighting Fixtures Per Quote 1505 Plus Sales Tax	2,231.98
79304	DEPARTMENT OF FORESTRY AND	Instruction and Certificates	4,484.00
79347	MUSEUM OF NEON ART	Neon Art Classes Apr 6-10 2020	4,850.00
79377	MEDLINE INDUSTRIES INC	Item SEYDET306 Non-Contact Infrared	119.66

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing & Purchase Order Listing**

04/01/20 - 04/30/20

May 19, 2020

Fund: 03

GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
SUPPLIES-INSTRUCTIONAL			
		Forehead	
79377	MEDLINE INDUSTRIES INC	Tax	12.27
79377	MEDLINE INDUSTRIES INC	Shipping Estimate	18.07
79378	MEDLINE INDUSTRIES INC	Item EMZ111240 10mL Syringe Case of 240	109.27
79378	MEDLINE INDUSTRIES INC	Item BD38142Z IV Catheters 24G x 0.75" Box of 50	130.98
79378	MEDLINE INDUSTRIES INC	Item DYND80347H Washbasin	12.50
79378	MEDLINE INDUSTRIES INC	Item MMM1657Z 3M Tegaderm Box of 25	249.39
79378	MEDLINE INDUSTRIES INC	Item DNTQ55172 Super Sani-Cloth Germicidal Case of 12	137.63
79378	MEDLINE INDUSTRIES INC	Item NON171330 Measuring Tape Box of 6	7.77
79378	MEDLINE INDUSTRIES INC	Item BXT1301310H Wound Drainage System	27.74
79378	MEDLINE INDUSTRIES INC	Item HSK626H Aerosol Tubing 22mm	3.72
79378	MEDLINE INDUSTRIES INC	Item PMP02562H Gentle-L-Care Enema Bag Set	28.50
79378	MEDLINE INDUSTRIES INC	Item HDIR3H01450Z Test Strips Box of 50	54.66
79378	MEDLINE INDUSTRIES INC	Tax	135.55
79378	MEDLINE INDUSTRIES INC	Item MSC281224 Disposable Underpads Case of 300	37.80
79378	MEDLINE INDUSTRIES INC	Item ABB119560101 Male Adapter Plug Case of 100	214.37
79378	MEDLINE INDUSTRIES INC	Item MSG6070Z Surgical Gloves Sterile Box of 50	175.10
79378	MEDLINE INDUSTRIES INC	Item BAK160BX Nasogastric Tube Holder Box of 50	130.93
79378	MEDLINE INDUSTRIES INC	Item CUR45157RBZ Curad Assorted Bandages Box of 80	2.05
79378	MEDLINE INDUSTRIES INC	Shipping Estimate	50.00
SUPPLIES-OFFICE			
78406	ASSOCIATED STUDENTS OF GLENDALE COLLEGE	SR 328 Wed Feb 12 2020	47.50
78700	LAKESHORE CURRICULUM MATERIALS	Sales Tax	6.66
78700	LAKESHORE CURRICULUM MATERIALS	Item LX9990 Butcher Paper	64.99
78965	PROMO DIRECT	Item 24708 5x7" Journal Notebook	1,365.00
78965	PROMO DIRECT	Sales Tax	633.45
78965	PROMO DIRECT	Set up Fee	55.00
78965	PROMO DIRECT	Item 14245R 25 Oz Aluminium Alpline Bottle	1,245.00
78965	PROMO DIRECT	Shipping	610.50
78965	PROMO DIRECT	Item 18336 Mustang Sling Backpack	3,570.00
78965	PROMO DIRECT	Set Up Fee	55.00
78965	PROMO DIRECT	Set up fee	55.00
79034	SYNCHRONY BANK/AMAZON	freight	26.21
79034	SYNCHRONY BANK/AMAZON	taxes	27.42
79034	SYNCHRONY BANK/AMAZON	Headsets Bluetooth Vont	241.89
79232	OFFICE DEPOT	Tax	2.59

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing & Purchase Order Listing**

04/01/20 - 04/30/20

May 19, 2020

Fund: 03 GENERAL FUND - RESTRICTED

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
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SUPPLIES-OFFICE

79232	OFFICE DEPOT	Item 991120 D Batteries Coppertop Box of 12	12.60
79232	OFFICE DEPOT	Item 863487 C Batteries Copper Top Box of 12	12.66
79300	OFFICE DEPOT	Item 215382 Canon PGI-1200 XL	36.99
79300	OFFICE DEPOT	Sales Tax	7.89
79300	OFFICE DEPOT	Item 153758 Canon PGI-1200 CMY	39.99

TRAVEL-CONFERENCE

79210	BUSINESS CARD	CalWORKS Training Institute Apr 19 to 22 2020 Burlingame CA	245.28
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\$584,476.81

Fund: 09 STUDENT FINANCIAL AID

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
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BOOKS-INSTRUCTIONAL

79239	FHEG STORE 1283	Book Vouchers Spring 2020	206,088.80
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CONTRACT-PERSONAL SERVICE

76707	SHAKE KHACHATRIAN	Training Meetings, Marketing, Recruitment for GCC Promise	10,000.00
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OTHER SERVICES-OTHER SERVICE

79226	PRINTEFEX	Table Top Retractor GCC Promise Per Quote 70425	72.77
79227	PRINTEFEX	Retractor Banner FA	659.30

\$216,820.87

Fund: 18 SELF INSURANCE

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
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OTHER SERVICES-OTHER SERVICE

79267	UNITED FINANCIAL CASUALTY COMPANY	Damage to Vehicle	2,973.99
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\$2,973.99

Fund: 59 PROFESSIONAL DEVELOPMENT CENTER

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
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CONTRACT-SERVICE

75137	MARK HULDERMAN	Training Services for PDC Fiscal Year 2020	31,000.00
79206	MAIRA RIVERA	Training Services Inspection Techniques and Measurement Machine Software March 2020	864.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3**

Contract Listing & Purchase Order Listing

04/01/20 - 04/30/20

May 19, 2020

Fund: 59 PROFESSIONAL DEVELOPMENT CENTER

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
CONTRACT-SERVICE			
		Inv 2006	
79207	ALISON HORNE	Teacher Assistant PDC March 2020 Inv 032020	420.00
79209	SAMUEL MARTINEZ	CNC Programming and MasterCam Lab March 2020 Inv 10022	384.00
79279	CITY OF GLENDALE	Temp Services 3/15/2020 to 3/28/2020 Inv 10153	995.60
OTHER SERVICES-OTHER SERVICE			
79208	RAFAEL AGUILAR	Mastercam class Inv 0036	740.00
79218	CITY OF GLENDALE	PDC Temp Worker SAghasyan Inv 10149 Feb 2-15 2020	883.60
79218	CITY OF GLENDALE	PDC Temp Worker SAghasyan Inv 10140 Feb 16-29 2020	784.04
79218	CITY OF GLENDALE	PDC Temp Worker SAghasyan Inv 10150 March 1-14 2020	1,991.20
PRINTING-MISC			
79219	EMBROIDME	Hand sanitizer 1oz promo inv 19656	477.93
SUPPLIES-INSTRUCTIONAL			
79211	BARNES & NOBLE INC	Guide to the project management Inv 3955327	1,528.07
			<u>\$40,068.44</u>

Fund: 74 MEASURE GC-GO BOND, SERIES A

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
CONTRACT-CONSTRUCTION			
78106	MONET CONSTRUCTION INC	Welding Shop Alterations	3,459,200.00
78106	MONET CONSTRUCTION INC	Change Order 1	13,892.00
79286	THE NAZERIAN GROUP	PE Gym Replacement Increment 2 Construction Pay Application 11	211,785.49
79312	COMMUNICATION CABLING SOLUTIONS INC	Data and Cabling	18,538.36
79341	COMMUNICATION CABLING SOLUTIONS INC	Data and Cabling	14,107.85
79372	COMMUNICATION CABLING SOLUTIONS INC	Data and Cabling	13,304.10
CONTRACT-SERVICE			
71158	HMC ARCHITECTS	Supplementary Services - Lab Consultant and A/V Consultant	577,700.00
71158	HMC ARCHITECTS	ASR 2 Bio-Tech	6,000.00
71158	HMC ARCHITECTS	Reimbursable Expenses	84,000.00
71158	HMC ARCHITECTS	ASR 4 Acoustical Study	3,520.00
71158	HMC ARCHITECTS	ASR 1 Architechtrual Services Additional Services Request 1 - Shoring Wind and Haz Mat	126,720.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing & Purchase Order Listing**

04/01/20 - 04/30/20

May 19, 2020

Fund: 74

MEASURE GC-GO BOND, SERIES A

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
CONTRACT-SERVICE			
71158	HMC ARCHITECTS	ASR 5 Dedicated Thermal Zones	8,510.00
71158	HMC ARCHITECTS	Architectural Service Science Building	5,096,000.00
71158	HMC ARCHITECTS	Renderings	20,000.00
71158	HMC ARCHITECTS	ASR 3 Storage Area	69,271.00
73793	KOURY ENGINEERING & TESTING	PE Gym Replacement Increment 2 Testing And Inspection Services Per Proposal	242,969.00
73793	KOURY ENGINEERING & TESTING	PE Increment 2 Increase PO	75,000.00
74855	PACIFIC MOBILE STRUCTURES, INC.	Construction Rentals	90,000.00
79173	HMC ARCHITECTS	NSB Lab Portables Planning Study 5031-007- 000	55,960.00
79174	GAFCON INC	Unifier Implementation Per Proposal	118,680.00
79197	TIGRAN AKOPYAN	SV 132 New Receptacles Per Estimate 116374	13,850.00
79198	KOURY ENGINEERING & TESTING	Welding Project Per Proposal	7,300.00
79256	TIGRAN AKOPYAN	SV 131 and 133 New Receptacles Per Estimate 116464	14,485.00
79287	HACKING SOLUTIONS	Programming Assistance	60,000.00
79317	KOURY ENGINEERING & TESTING	Welding Project Per Proposal	39,332.00
79320	AMPLIFY PROFESSIONAL SERVICES INC	Consulting for Programming and Tech Support for Oracle and P/S	65,000.00
79336	DIVISION OF THE STATE ARCHITECT	NSB DSA Plan/Field Review	501,750.00
79349	RSM DESIGN	Branding and Wayfinding	23,800.00
79358	LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING INC	PE Add Services 12	23,810.00
79371	TIGRAN AKOPYAN	Library Loading Dock Lighting Subpanel Per Proposal 116466	24,785.00
EQUIPMENT-POLICE			
79332	COMMLINE INC	Dispatch Console System Per Quote - NASPO Contract #06913	118,043.02
OTHER SERVICES-OTHER SERVICE			
77774	CLARK COMPANY	Library Flooring	2,640.00
78386	ACE FENCE COMPANY	Furnish and Install Louvers Per Quote	48,592.38
79142	STUDIO SPECTRUM INC	SR 113 Classroom Upgrade	4,201.44
79162	STUDIO SPECTRUM INC	AU 212 Classroom Upgrade	4,972.60
79171	B2 ENVIRONMENTAL INC	Air Monitoring - Welding Project	5,850.00
79175	ROSENDIN ELECTRIC	Testing Switchgear AD Per Proposal	43,958.00
79199	ROSENDIN ELECTRIC	Testing Switchgear SM Per Proposal	54,865.00
79201	AK CONSTRUCTION AND ROOFING INC	Coating AA Roof Per Estimate 444738	87,785.00
79245	STUDIO SPECTRUM INC	AA 114 Classroom Upgrade	6,040.38
79246	STUDIO SPECTRUM INC	AA 113 Classroom Upgrade	6,040.37
79261	CORNERSTONE CONSTRUCTION SOLUTIONS INC	VP Office Ceiling	19,540.00
79265	EPIC LAND SOLUTIONS INC	Relocation Services - Garfield Purchases	11,435.93
79277	STUDIO SPECTRUM INC	CS 177 Classroom Upgrade	6,611.71
79288	ASAP DOOR	Lockdown Hardware Installation AD and AU	13,000.00

**GLENDALE COMMUNITY COLLEGE DISTRICT
FINANCE REPORT NO. 3
Contract Listing & Purchase Order Listing**

04/01/20 - 04/30/20

May 19, 2020

Fund: 74

MEASURE GC-GO BOND, SERIES A

PO #	VENDOR NAME	DESCRIPTION	AMOUNT
OTHER SERVICES-OTHER SERVICE			
79293	MICHAEL E POWERS & ASSOCIATES INC	Provide and Install Clear and Frosted combo glass sliding insert door	12,018.46
79294	HANDS ON PAINTING INC	Perimeter Black Fencing Per Quote 20751	13,750.00
79296	STUDIO SPECTRUM INC	SR 312 Classroom Upgrade	4,221.36
79299	HANDS ON PAINTING INC	Perimeter Black Fencing Southwest Side Per Quote 20752	14,550.00
79302	CORNERSTONE CONSTRUCTION SOLUTIONS INC	VP Office Doors	21,620.00
79303	CITY OF GLENDALE	ILFA review NSB	988.00
79305	STUDIO SPECTRUM INC	Classroom AV Refresh SB 161	5,557.24
79311	STEVENSON	Managment Services - Garfield Purchases	2,764.42
79325	MIRACLE ART SERVICES	Installing New Water Access Cover for SV Chiller	4,600.00
79326	STEINBERG HART	Swing Space Mariposa	21,000.00
79328	STUDIO SPECTRUM INC	Classroom AV Refresh SR 313	4,221.36
79338	DANNIS WOLIVER KELLEY	Legal Fees	21.00
79339	MICHAEL E POWERS & ASSOCIATES INC	Whiteboard Per Proposal	328.80
79342	CORNERSTONE CONSTRUCTION SOLUTIONS INC	VP Office Ceiling	25,760.00
79363	H L MOE CO INC	AU Sewer Line Per Proposal 2004231	39,396.26
79368	CREATIVE CONCEPTS LANDSCAPE MANAGEMENT INC	Verdugo Retaining Wall Tree and Shrubs Per Proposal	31,000.00
79369	ASAP DOOR	Lockdown Hardware Installation HS AT SG	11,000.00
			<u>\$11,725,642.53</u>

GLENDALE COMMUNITY COLLEGE DISTRICT

CONSENT CALENDAR NO. 4
 BUDGET REVISIONS AND APPROPRIATION TRANSFERS REPORT NO.1

May 19, 2020

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper
 Executive Vice President, Administrative Services

PREPARED BY: Angineh Baghoomian, District Accountant

SUBJECT: BUDGET REVISIONS AND APPROPRIATION TRANSFERS
GENERAL FUND UNRESTRICTED (01)
 APRIL 01, 2020 THROUGH APRIL 30, 2020

It is recommended that the Board of Trustees approve the following Budget Revisions and Appropriation Transfers, under the provisions of Education Code Section 85200 through 85202.

<u>EXPENDITURE CHANGES</u>		<u>Approved Budget</u>	<u>Budget Revisions</u>	<u>Appropriation Transfers</u>	<u>Revised Budget</u>
1000	Certificated Salaries	\$ 44,026,133	\$ -	\$ -	\$ 44,026,133
2000	Classified Salaries	24,210,766	-	-	24,210,766
3000	Employee Benefits	25,609,943	-	-	25,609,943
4000	Books/Supplies	635,617	-	-	635,617
5000	Contract Services	10,332,947	-	(124)	10,332,823
6000	Capital Outlay	154,088	-	124	154,212
7000	Other Outgo	4,284,359	-	-	4,284,359
7900	Reserve for Contingencies	5,046,776	-	-	5,046,776
	Total	\$ 114,300,629	\$ -	\$ -	\$ 114,300,629

GLENDALE COMMUNITY COLLEGE DISTRICT

CONSENT CALENDAR NO. 5
 BUDGET REVISIONS AND APPROPRIATION TRANSFERS REPORT NO. 2

May 19, 2020

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper
 Executive Vice President, Administrative Services

PREPARED BY: Angineh Baghoomian, District Accountant

SUBJECT: BUDGET REVISIONS AND APPROPRIATION TRANSFERS
GENERAL FUND RESTRICTED (03)
 APRIL 01, 2020 THROUGH APRIL 30, 2020

It is recommended that the Board of Trustees approve the following Budget Revisions and Appropriation Transfers, under the provisions of Education Code Section 85200 through 85202.

<u>EXPENDITURE CHANGES</u>		<u>Approved Budget</u>	<u>Budget Revisions</u>	<u>Appropriation Transfers</u>	<u>Revised Budget</u>
1000	Certificated Salaries	\$ 10,218,136	\$ -	\$ 1,500	\$ 10,219,636
2000	Classified Salaries	7,252,001	-	1,750	7,253,751
3000	Employee Benefits	6,003,687	-	511	6,004,198
4000	Books/Supplies	1,734,004	-	4,234	1,738,238
5000	Contract Services	3,070,532	-	4,929	3,075,461
6000	Capital Outlay	391,135	-	9,472	400,607
7000	Other Outgo	1,037,640	-	-	1,037,640
7900	Reserve for Contingencies	1,498,189	-	(22,396)	1,475,793
	Total	\$ 31,205,324	\$ -	\$ -	\$ 31,205,324

Note: See attached for significant transfers.

GLENDALE COMMUNITY COLLEGE DISTRICT
 BUDGET REVISIONS AND APPROPRIATION TRANSFERS REPORT NO. 2
 May 19, 2020
 Page 2

Significant Transfers:

	<u>Amount</u>	<u>To</u>	<u>From</u>
1.	\$ 1,500	1320	- Teachers, Hourly Subs
	250	2360	- Non-Cert., student Assistant
	1,500	2380	- Classified, Extra Help
	154	3111	- STRS, Teachers
	123	3220	- PERS, Other Classified
	109	3320	- OSHI, Other Classified
	22	3351	- Medicare, Certificated
	25	3360	- Medicare, Classified
	1	3511	- SUI, Teachers
	1	3520	- SUI, Other Classified
	30	3611	- WK. COMP., Teachers
	35	3620	- WK. COMP., Other Classified
	6	3811	- Alternative Retirement Plan
	5	3820	- Alt. Retire. Plan, Other Classified
	2,710	4300	- Instructional Supplies
	1,524	4590	- Other Expense
	3,425	5220	- Travel
	500	5300	- Membership and Dues
	475	5650	- Vendor Repairs-Equipment
	529	5690	- All Other Contract Services
	9,416	6410	- Instructional Equipment
	56	6420	- Non-Instructional Equipment
	<u>\$ 22,396</u>		

To adjust Nursing budget.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

CONSENT CALENDAR NO. 6

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Michael Ritterbrown, Vice President, Instructional Services

PREPARED BY: Hasmik Sarkissian, Office of Vice President, Instructional Services

SUBJECT: PROPOSED NEW COURSES

DESCRIPTION OF HISTORY/BACKGROUND

CHLDV 159 – Science and Math for Young Children

CHLDV 159 is a survey of materials in science, nature, and mathematics suitable for teaching young children (ages 0 – 6 years). Students acquire the appropriate blend of content and pedagogical skills to increase their confidence and attitudes towards science and mathematics when working with young children. Students receive training in using appropriate materials, inquiry-based experiences, and guided discovery teaching methods to promote learning. Students gain practice in translating curriculum standards and guidelines into high quality early childhood, transitional kindergarten, and kindergarten programs.

ECON 127 – Introductory Statistics for Economics and Business

ECON 127 is a one-semester course designed for economics, business, and social sciences students whose major requires a course in statistics. Topics in this course include the nature of statistical methods, types of data, introductory probability, sampling theory, experimental design, confidence intervals, hypothesis testing, regression analysis, and decision making. Emphasis is placed on the application of statistical concepts to economic, business and social science data, the development of statistical reasoning, and the interpretation of results in an economic, business, or social science context.

MATH 136A – Statistics A

MATH 136A is the first part of a two course sequence in college level Statistics. MATH 136A and MATH 136B collectively are equivalent to MATH 136 Statistics. Topics in this course include the nature of statistical methods, types of data, introductory probability, experimental design, and regression analysis. Emphasis is placed on the application of statistical concepts to real world data, development of statistical reasoning, and the interpretation of results.

MATH 136B – Statistics B

MATH 136B is the second part of a two course sequence in college level Statistics. MATH 136A and MATH 136B collectively are equivalent to MATH 136 Statistics. Topics in this course include sampling theory, confidence intervals, hypothesis testing, and decision making. Emphasis is placed on the application of statistical concepts to real world data, development of statistical reasoning, and the interpretation of results.

PSYCH 170 – Sports Psychology

PSYCH 170 is designed for students who would like to develop a proficiency in using psychological knowledge and skills to improve athletic performance and promote the well-being of athletes. Topics covered include developmental psychology, identity theory, motivation, emotion, stress, and arousal. The course also focuses on the communication dynamics needed to establish healthy relationships. Both individual and team sports are reviewed in order to apply class concepts.

COMMITTEE HISTORY

Curriculum & Instruction Committee	February 26, 2020 (First Reading)
Curriculum & Instruction Committee	March 11, 2020 (Second Reading)
Academic Affairs Committee	May 12, 2020
College Executive Committee	May 12, 2020

STV 66 – Certified Nursing Aide (Noncredit)

STV 66 provides workforce preparation for basic nursing care in the direct care of patients in a variety of settings. Focus is on direct care of the client, promotion of comfort measures, and collection, recording and reporting of data to licensed personnel. Principles of critical thinking, team building, ethics, caring and cultural sensitivity are integrated throughout the course. Students who complete this course are qualified to take the California Certification Exam.

COMMITTEE HISTORY

Curriculum & Instruction Committee	April 8, 2020 (First Reading)
Curriculum & Instruction Committee	April 22, 2020 (Second Reading)
Academic Affairs Committee	May 12, 2020
College Executive Committee	May 12, 2020

FISCAL IMPACT

None

PROPOSED NEW COURSES WEBSITE ACCESS

The proposed new courses presented for approval may be accessed through the GCC District website under the Board of Trustees 2019-2020 meeting agenda webpage, Tuesday, May 19, 2020 - Supporting Documents or through this provided link [Proposed New Courses](#).

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the new courses as presented.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

CONSENT CALENDAR NO. 7

TO: Board of Trustees
SUBMITTED BY: David Viar, Superintendent/President
REVIEWED BY: Michael Ritterbrown, Vice President, Instructional Services
PREPARED BY: Hasmik Sarkissian, Office of Vice President, Instructional Services
SUBJECT: REVISED COURSES AND PROGRAMS

DESCRIPTION OF HISTORY / BACKGROUND

The attached document represents changes to courses and program that have been vetted by the divisions and approved by the Curriculum & Instruction (C&I), Academic Affairs, and College Executive Committees.

COMMITTEE HISTORY

See the dates listed on the attached document.

FISCAL IMPACT

None

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the revised courses and programs as presented.

Course Revisions

Course Number	Type of Change	Curriculum and Instruction Approval	Academic Affairs Committee Approval	College Executive Review
AD ST 114	Change in Title	(April 8, 2020 1 st Reading, April 22, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ANTHR 101	Change in Units	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ART 102H, 103, 104, 105, 106, 107, 108, 111, 112, 113, 115, 116, 118, 119, 120, 121, 125	Change in Discipline and Prefix from Art (ART) to Art History (ARTH)	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
BUSAD 120	Change in Catalog Statement	[March 25, 2020 1 st Reading (via email), April 8, 2020 2 nd Reading]	April 29, 2020	May 12, 2020
BUSAD 131	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
BUSAD 158	Change in Title	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
CHLDV 101, 133, 140, 142, 156	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
CS/IS 125	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020

Course Revisions

Course Number	Type of Change	Curriculum and Instruction Approval	Academic Affairs Committee Approval	College Executive Review
ECON 101, 102, 102H	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ECT 162, 163	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENGR 101, 125, 152, 156	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENTRE 101, 102	Change in Title	[March 25, 2020 1 st Reading (via email), April 8, 2020 2 nd Reading]	April 29, 2020	May 12, 2020
Fire 106, 108, 114	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
GEOG 111, 155	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
HIST 111, 111H, 117, 135	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
KIN 156	CSU Transferability	(April 8, 2020 1 st Reading, April 22, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MATH 105, 105H, 108, 108H, 110A	Change in Prerequisite	(Feb. 26, 2020 1 st Reading,	April 29, 2020	May 12, 2020

Course Revisions

Course Number	Type of Change	Curriculum and Instruction Approval	Academic Affairs Committee Approval	College Executive Review
		March 11, 2020 2 nd Reading)		
MATH 135	Change in Title, Units	(April 8, 2020 1 st Reading, April 22, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA 180, 182, 183, 185	Change in Title	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA 181	Change in Catalog Statement	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
PHOTO 142	Change in Prerequisite	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
PHY 101, 101H, 102, 103	Change in Prerequisite	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
SPAN 124H	Change in Catalog Statement	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ST DV 125	UC Transferability	(April 8, 2020 1 st Reading, April 22, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
STV 35, 55, 71	Change in Prefix from OBT to STV	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020

Program Revisions

Program Name	Type of Change	Curriculum and Instruction Approval	Academic Affairs Committee Approval	College Executive Review
ANTHR—AA-T	Change in Courses	(Nov. 29, 2017 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ARCH—Architectural Drafting and Design—AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
BUSAD—Computer Science Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENGR—Civil Engineering AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENGR—Computer Engineering AS Degree	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENGR—Electrical Engineering AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
ENGR—Mechanical Engineering AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
FRENCH—AA Degree and Certificate	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020

ITAL—AA Degree and Certificate	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA—Administrative Medical Assistant AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA—Health Occupations Skill Award	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA—Medical Coding Assistant AS Degree and Certificate	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA—Medical Office Skill Award	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
MOA—Medical Records Skill Award	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
SOC S—Sociology AA-T	Change in Courses	(Feb. 26, 2020 1 st Reading, March 11, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
STV—Account Clerk I & II	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
STV—Dental Front Office Clerk	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020
STV—General Office Clerk I, II, & III	Change in Courses	(March 11, 2020 1 st Reading, April 8, 2020 2 nd Reading)	April 29, 2020	May 12, 2020

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

CONSENT CALENDAR NO. 8

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Michael Ritterbrown, Vice President, Instructional Services

PREPARED BY: Hasmik Sarkissian, Office of Vice President, Instructional Services

SUBJECT: PROPOSED NEW PROGRAMS

DESCRIPTION OF HISTORY / BACKGROUND:

Engineering Entrepreneurship Skill Award

The Engineering Entrepreneurship skill award allows students to learn the basics of starting-up their own Engineering Company. Classes will introduce students to business skill of starting and managing an Engineering related company. Engineering Design and Technology classes will teach students design and hands on skills to develop their ideas, products and services for their business. This skill award requires 8 units.

REQUIRED COURSES WITHOUT OPTIONS:

ENTRE	101	Concepts of Entrepreneurship
ENGR	100	Introductions to Engineering
ENGR	133	Introduction to Engineering Design

Fitness Specialist AS Degree

The Fitness Specialist Associate of Science degree is designed to prepare students with the knowledge, skills and abilities required to become Personal Trainers and/or Group Fitness Instructors. Practical experience is integrated into curriculum for the development of skill mastery. Students are recommended to have basic knowledge of human biology, basic English writing and speaking skills, and the ability to perform moderate physical activity before beginning this program. Students must complete all required core courses for a total of 18-24 units.

REQUIRED COURSES:

KIN	151	Applied Exercise Science
KIN	155	Foundations for Group Exercise Instruction
KIN	156	Foundations for Personal Fitness Training
KIN	167	Weight Training and Conditioning I
KIN	168	Weight Training and Conditioning II
HLTH	102	Standard First Aid And CPR

Select one course from the following:

KIN	157	Prevention and Care of Athletic Injuries
KIN	158	Fitness Training for Special Populations
HLTH	128	Nutrition for Physical Fitness and Disease Prevention
ENTRE	101	Concepts of Entrepreneurship
ENTRE	102	The Entrepreneurial Mindset

Select two courses from the following (KIN 50 may be taken twice)

PE	108	Group Exercise I
PE	110	Indoor Cycling I
PE	111	Indoor Cycling II
PE	180	Running Aerobics I
PE	181	Running Aerobics II
PE	220	Kickboxing I
PE	221	Kickboxing II
DANCE	101	Introduction to Dance
DANCE	190	Beginning Yoga
DANCE	194	Pilates
KIN	50	Internship in Kinesiology

Recommended Preparation

BIOL	114	Human Form and Function
Or BIOL	115	Human Biology
ENGL	120	Composition and Reading
Or ENGL	100	Writing Workshop
Or ESL	151	Reading and Composition V

Medical Assistant Certificate

The Medical Assistant Certificate Program is designed to train students for employment as an administrative medical assistant and clinical medical assistant, addressing the trend of physician offices combining the tasks of front and back office as a single position. The certificate provides the participant with a comprehensive understanding of all medical office duties. Front office training emphasizes mastering medical terminology, handling problem situations involving patients over the phone or in person, learning basic billing and transcription techniques and medical software. Additionally, the clinical back office procedures emphasize checking blood pressure, injections, and drawing blood, and gaining the skills needed to hold a variety of roles in a medical practice setting.

REQUIRED COURSES:

STV	61	Administrative Medical Assisting
STV	63	Medical Clinical Assisting

Sports Coaching AS Degree

The Sport Coaching AS degree provides students a foundation in evidence-based coaching theories and effective practices to prepare students to become sports coaches for community or competitive sports. Communication techniques, sports-skills development and ethical standards are emphasized, along with considerations for coaching a diverse population of athletes across all ages, racial backgrounds, competition levels and abilities. Students should be able to perform moderate physical activity and communicate verbally in English before starting this program,

and are encouraged to practice their focus sport(s) through PE sports classes or intercollegiate sports competition prior to and/or during the program. Students will complete a total of 22-25 core units.

REQUIRED COURSES:

HLTH	101	First Aid
KIN	157	Prevention and Care of Athletic Injuries
KIN	167	Weight Training and Conditioning I
KIN	168	Weight Training and Conditioning II
KIN	170	Sports Coaching Theory
PSYCH	170	Sports Psychology

Select one of the following:

KIN	171	Small Sports Teams Theory
Or KIN	151	Applied Exercise Science
Or KIN	158	Fitness Training for Special Populations

Select one of the following:

HLTH	128	Nutrition for Physical Fitness and Disease Prevention
Or NUTR	125	Elements of Nutrition

Select one of the following:

ETH S	110	Contemporary Ethnic Women
Or ETH S	121	Ethnic and Racial Minorities
Or ENGL	101	Introduction to College Reading and Composition

Select one of the following:

PE	202	Golf I
Or PE	210	Flag Football I
Or PE	217	Introduction to Brazilian Jiu-Jitsu
Or PE	220	Kickboxing I
Or PE	238	Soccer I
Or PE	256	Pickleball I
Or PE	261	Tennis I
Or PE	140	Badminton I
Or PE	150	Basketball I
Or PE	274	Volleyball I

Sports Coaching - Certificate

The Sport Coaching Certificate provides students a foundation in evidence-based coaching theories and effective practices to prepare students to become sports coaches for community or competitive sports. Communication techniques, sports-skills development and ethical standards are emphasized, along with considerations for coaching a diverse population of athletes across all ages, racial backgrounds, competition levels and abilities. Students should be able to perform moderate physical activity and communicate verbally in English before starting this program, and are encouraged to practice their focus sport(s) through PE sports classes or intercollegiate sports competition prior to and/or during the program. Students will complete 22-25 core units.

REQUIRED COURSES:

HLTH	101	First Aid
KIN	157	Prevention and Care of Athletic Injuries
KIN	167	Weight Training and Conditioning I
KIN	168	Weight Training and Conditioning II
KIN	170	Sports Coaching Theory
PSYCH	170	Sports Psychology

Select one of the following:

KIN	171	Small Sports Teams Theory
Or KIN	151	Applied Exercise Science
Or KIN	158	Fitness Training for Special Populations

Select one of the following:

HLTH	128	Nutrition for Physical Fitness and Disease Prevention
Or NUTR	125	Elements of Nutrition

Select one of the following:

ETH S	110	Contemporary Ethnic Women
Or ETH S	121	Ethnic and Racial Minorities
Or ENGL	101	Introduction to College Reading and Composition

Select one of the following:

PE	202	Golf I
Or PE	210	Flag Football I
Or PE	217	Introduction to Brazilian Jiu-Jitsu
Or PE	220	Kickboxing I
Or PE	238	Soccer I
Or PE	256	Pickleball I
Or PE	261	Tennis I
Or PE	140	Badminton I
Or PE	150	Basketball I
Or PE	274	Volleyball I

The Transitional Kindergarten (TK) Certificate

The Transitional Kindergarten (TK) certificate provides students with the requisite coursework to teach in the TK setting. Beginning in August 2020, credentialed teachers wishing to teach in a TK setting must complete 24 units of Child Development or Early Childhood Education coursework. The courses offered in this TK Certificate will prepare students to specifically work with four and five -year-old children, with an emphasis on the California Preschool Learning Foundations and how to create a developmentally appropriate environment for young children. Students will complete a core of 24 units.

REQUIRED COURSES:

CHLDV	135	Child Growth and Development
CHLDV	101	Introduction to Elementary Classroom Teaching
CHLDV	137	School Age Children In Child Care
CHLDV	140	Principles and Practices of Teaching
CHLDV	142	Child, Family, and Community
CHLDV	156	Teaching In A Diverse Society
CHLDV	159	Science and Math for Young Children

REQUIRED COURSES WITH OPTIONS

CHLDV	152	Music for Young Children
Or CHLDV	154	Early Childhood Education and the Art Experience
Or CHLDV	158	Movement Development: Birth Through Twelve Years

COMMITTEE HISTORY

Curriculum & Instruction Committee	February 26, 2020 (First Reading)
Curriculum & Instruction Committee	March 11, 2020 (Second Reading)
Academic Affairs Committee	May 12, 2020
College Executive Committee	May 12, 2020

Home Caregiver Certificate Program – Noncredit

This program is designed to train students for employment as personal care assistants in the home, addressing the trend of the fastest growing segments of the elder care market. The certificate provides the participant with investigation of professions and pathways in health care careers. Some of the basic concepts include understanding roles in health careers, having compassion for individuals in other cultures, and customer/patient service. Furthermore, this program will also provide foundational health skills for students to enter into more advanced health career programs.

REQUIRED COURSES:

STV	60	Pathways to Health Careers
STV	64	Home Caregiver/Aide

COMMITTEE HISTORY

Curriculum & Instruction Committee	April 8, 2020 (First Reading)
Curriculum & Instruction Committee	April 22, 2020 (Second Reading)
Academic Affairs Committee	May 12, 2020
College Executive Committee	May 12, 2020

FISCAL IMPACT

None

PROPOSED NEW PROGRAMS WEBSITE ACCESS

The proposed new programs presented for approval may be accessed through the GCC District website under the Board of Trustees 2019-2020 meeting agenda webpage, Tuesday, May 19, 2020 - Supporting Documents or through this provided link [Proposed New Programs](#).

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the new programs as presented.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

CONSENT CALENDAR NO. 9

PERSONNEL REPORT NO. 11

TO: BOARD OF TRUSTEES

SUBMITTED: David Viar, Superintendent/President

REVIEWED BY: Victoria Simmons, Vice President
Human Resources

PREPARED BY: Frinna De La Cruz, Admin Asst IV-Confidential

SUBJECT: ACADEMIC, CLASSIFIED, ADMINISTRATOR, ALL OTHER
TEMPORARY EMPLOYEE ACTIONS AND STUDENT
EMPLOYEE REPORTS

Pursuant to Board Policy 7110, Delegation of Authority, the Superintendent/President has authorized the attached personnel actions. The personnel actions are consistent with federal and state laws and regulations, District policies and regulations, the District budget, and relevant collective bargaining agreements.

The Superintendent/President recommends that the Board of Trustees confirm the following staffing reports:

- Academic Report – Action Order
- Classified Report – Action Order
- Administrator Report
- All Other Temporary Employee Actions Report
- Student Employee Report

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
ACADEMIC									
Separation of Employment: Retirements/Resignations									
Opperman, Mr. Randall J.	Fire Academy	Fire Academy Adjunct Instructor	7/1/2019			\$0		100	Resignation
All Other Academic Actions									
Cason, Ms. Meghan Gaynor	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		\$0		100	Election of Hourly
Coates, Ms. Spenser Jane	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C III-6		100	Election of Hourly
Cribbs, Ms. Margaret	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C III-6		100	Election of Hourly
Grenot, Ms. Teresa L	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C IV-3		100	Election of Hourly
Picerno, Mia M	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C III-1		100	Election of Hourly
Romero, Alberto C	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C IV-1		100	Election of Hourly
Sheldon, Ms. Christina	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C IV-4		100	Election of Hourly
Sherman, Mr. James	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		\$0		100	Election of Hourly
Zollman, Ms. Andrea S	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C III-4		100	Election of Hourly
Sullivan, Ms. Patricia	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		\$0		100	Election of Hourly
Cason, Ms. Meghan Gaynor	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C IV-4		100	Election of Hourly
Sherman, Mr. James	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C IV-6		100	Election of Hourly
Coates, Ms. Spenser Jane	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C III-6		100	Election of Hourly
Cribbs, Ms. Margaret	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C III-6		100	Election of Hourly
Grenot, Ms. Teresa L	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C IV-3		100	Election of Hourly
Jackson, Mr. Chris Lee	Technology and Aviation Division	Fire Academy Adjunct	06/15/20 - 06/30/20	01 0100 0 213500 1310		C IV-1		100	Election of Hourly
Khachikian, Ms. Angela	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C III-1		100	Election of Hourly

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Class Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
Picerno, Mia M	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C III-1		100	Election of Hourly
Romero, Alberto C	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C IV-1		100	Election of Hourly
Sheldon, Ms. Christina	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C IV-4		100	Election of Hourly
Sullivan, Ms. Patricia	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	03 0610 0 632100 1430		C IV-6		100	Election of Hourly
Zollman, Ms. Andrea S	Library and Learning Resources	Librarian Adjunct	06/15/20 - 06/30/20	01 1000 0 612000 1435		C III-4		100	Election of Hourly
Jabbari Kohnehsari, Niloufar	Health and Physical Education Division	Physical Education	03/09/20 - 06/10/20	01 0100 0 083500 1310		C IV-1		100	Election of Hourly
Asman, Ms. Chelsea Rose	Visual and Performing Arts Division	Dance Adjunct	02/15/20 - 02/16/20	03 1100 0 100811 1460	NTE 7.5 hours	C III-1		100	Election of Hourly Non-Instructional
Hovhannisyan, Miss Ani S.	Visual and Performing Arts Division	Dance Adjunct	02/15/20 - 02/16/20	03 1100 0 100811 1460	NTE 7 hrs	C III-2		100	Election of Hourly Non-Instructional
Wicks, Ms. Koryn Ann	Visual and Performing Arts Division	Adjunct Dance Instructor	02/15/20 - 02/16/20	03 1100 0 100811 1460	NTE 2 hrs	C III-1		100	Election of Hourly Non-Instructional
Ismailian, Mr. Davit	Health and Physical Education Division	Health and PE Adjunct	03/23/20 - 06/10/20	01 0100 0 083500 1310	6 hrs/wk	C III-1		100	Election of Hourly Teaching at Fitness Center
Hallak, Nouha	Social Sciences Division	Psychology	02/18/20 - 06/10/20	01 0100 0 200000 1311	2	C IV-2		100	Election of Office Hours
Bruni, Coral	Social Sciences Division	Psychology	02/18/20 - 06/10/20	01 0100 0 200000 1311	1.5	C IV-1		100	Election of Office Hours
Kelly, Brigid	Visual and Performing Arts Division	Media Arts	02/18/20 - 06/10/20	01 0100 0 060400 1311	0.83	C IV-1		100	Election of Office Hours
Rippel, Katherine	Social Sciences Division	Social Science	02/18/20 - 06/10/20	01 0100 0 220100 1311	2	C III-2		100	Election of Office Hours
Tashiro, Justine	Social Sciences Division	Child Development	02/18/20 - 06/10/20	01 0100 0 080000 1311	1.67	C III-1		100	Election of Office Hours
Asman, Ms. Chelsea Rose	Visual and Performing Arts Division	Dance Adjunct	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$174.51		100	Stipend Assistant Choreographer
Hovhannisyan, Miss Ani S.	Visual and Performing Arts Division	Dance Adjunct	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$174.51		100	Stipend Assistant Choreographer
Swan, Ms. Tracey Violet (Tamra-Henna)	Visual and Performing Arts Division	Dance Adjunct	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$174.51		100	Stipend Assistant Choreographer
Wicks, Ms. Koryn Ann	Visual and Performing Arts Division	Adjunct Dance Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$174.51		100	Stipend Assistant Choreographer
Sparfeld, Dr. Tobin Christopher	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,055.95		100	Stipend Chamber Chorale
Sparfeld, Dr. Tobin Christopher	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,848.06		100	Stipend College Choir

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 03 = Non-Credit

Rate Legend
 C = Class in Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
Sherman, Dr. Paul Jon	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,405.15		100	Stipend Community Orchestra
Acosta, Mrs. Gail A.	Visual and Performing Arts Division	Music Adjunct	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$352.19		100	Stipend Concert Band
Green, Dr. Peter	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,848.06		100	Stipend Concert Singers
MacLean, Ms. Megan M.	Visual and Performing Arts Division	Theatre Adjunct	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$1,500.00		100	Stipend Costume Design
Robles, Mr. Victor J	Visual and Performing Arts Division	Dance Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$3,347.85		100	Stipend Dance Production
Randel, Ms. Melissa R.	Visual and Performing Arts Division	Theatre Instructor	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$1,000.00		100	Stipend Director
Farr-Harkins, Ms. Jeanette Diane	Visual and Performing Arts Division	Theatre Instructor	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$250.00		100	Stipend Dramaturgy
Nicolas Javier, Ms. Cecilia	Student Affairs	Health and PE Adjunct	04/14/20 - 06/29/20	01 1000 0 696100 1395		\$5,600.00		100	Stipend Extra Curricular Assignment - Coaching Women's Sport-Spring 2020
Taoatao, Mr. Matthew	Student Affairs	Health and PE Adjunct	04/14/20 - 06/29/20	01 1000 0 696100 1395		\$2,000.00		100	Stipend Extra Curricular Assignment - Coaching Women's Sport-Spring 2020
Jimenez, Mr. Jose	Student Affairs	Health and PE Adjunct	04/14/20 - 06/29/20	01 1000 0 696100 1395		\$2,000.00		100	Stipend Extra-Curricular Assignments - Coaching Women's Sports Spring 2020
Delto, Mr. Byron Daniel	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$352.19		100	Stipend Guitar Ensemble
Delto, Mr. Byron Daniel	Visual and Performing Arts Division	Music Instructor	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,055.95		100	Stipend Jazz Band
Farr-Harkins, Ms. Jeanette Diane	Visual and Performing Arts Division	Theatre Instructor	12/05/19 - 05/15/20	01 1000 0 100000 1395	as needed	\$250.00		100	Stipend KCACTF Festival Coaching
Foyer, Mr. Matt	Visual and Performing Arts Division	Theatre Adjunct	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$250.00		100	Stipend KCACTF Festival Coaching
Randel, Ms. Melissa R.	Visual and Performing Arts Division	Theatre Instructor	12/05/19 - 05/15/20	01 1000 0 100000 1395	as needed	\$250.00		100	Stipend KCACTF Festival Coaching
Shaholian, Mr. Shant R	Library and Learning Resources	English Instructor	06/15/20 - 06/30/20	01 1000 0 611000 1395		\$5,000.00		100	Stipend Learning Center Coordinator Summer 2020

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Class Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
Jones, Mr. Derek	Visual and Performing Arts Division	Theatre Adjunct	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$1,500.00		100	Stipend Lighting Design
Randel, Ms. Melissa R.	Visual and Performing Arts Division	Theatre Instructor	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$500.00		100	Stipend Producer
Hansen, Miss Kyla	Visual and Performing Arts Division	Art Instructor	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$1,500.00		100	Stipend Set/Props Design
Eby, Ms. Caitlin C	Visual and Performing Arts Division	Theatre Instructor	01/06/20 - 05/15/20	01 1000 0 100000 1395	as needed	\$500.00		100	Stipend Technical Production Supervisor
Dicken, Mrs. Cynthia Jo Bourquin	Visual and Performing Arts Division	Music Adjunct	02/18/20 - 06/01/20	01 1000 0 100000 1395	as needed	\$1,055.95		100	Stipend Vocal Ensemble

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Classification Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
CLASSIFIED									
New Hires									
Gilewski, Mr. Alexander Michael	Physical Science Division	Sr. Instruct Lab Tech	5/20/2020	01 0100 0 190500 2210	40 hrs/wk	R 33-3	1	100	New Hire
All Other Classified Actions									
Cancella, Mr. Joseph	Health Services	Nurse Associate	2/1/2020	03 3100 0 644000 2120		\$60.00/mo		100	Stipend Classified Professional Growth
Ghanbary, Ms. Hasmik	Business Services	Sr. Business Services Technician	2/1/2020	01 1000 0 677100 2110		\$60.00/mo		100	Stipend Classified Professional Growth
Hamond, Mr. Alexandre A.	Information and Technology Services	Sr. Comp Lab Tech	4/1/2020	01 0100 0 079900 2210		\$120.00/mo		100	Stipend Classified Professional Growth
Mackabee, Mr. Brandon	Campus Police	Police Officer	2/1/2020	01 1000 0 677000 2110		\$240.00/mo		100	Stipend Classified Professional Growth
Malandrakis, Ms. Melissa R	Office of Instructional Services	Instructional Services Specialist	2/1/2020	01 1000 0 601000 2110		\$40.00/mo		100	Stipend Classified Professional Growth
Yaldizian, Ms. Nancy L	Library and Learning Resources	Student Services Program Coordinator	11/1/2019	01 1000 0 611000 2110		\$180.00/mo		100	Stipend Classified Professional Growth

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Classified Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
ADMINISTRATOR									
New Hires									
Chil-Gevorkyan, Mrs. Veganush	Student Affairs	Program Manager I- Student Outreach Services	06/01/20 - 06/30/21	01 1000 0 696500 2115		\$0		100	Administrative Contract New

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Class in Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
ALL OTHER TEMPORARY EMPLOYEE ACTIONS									
Professional Experts									
Pursuant to Education Code Section 88003, Section (a), the District may employ a professional expert to perform various project work.									
Abrahamyan, Larisa	Continuing and Community Ed Center	Test Supervisor (Garfield)				\$16.24/hr		100	Professional Expert:Correction to the Board: 4/21/20 - Hourly Rate
Amirian, Evet	Continuing and Community Ed Center	Test Supervisor (Garfield)				\$16.24/hr		100	Professional Expert:Correction to the Board: 4/21/20 - Hourly Rate
Dehbashian Gharghani, Ms. Sabrina	Continuing and Community Ed Center	Test Supervisor (Garfield)				\$16.24/hr		100	Professional Expert:Correction to the Board: 4/21/20 - Hourly Rate
Mkrtchyan, Mrs. Nune	Continuing and Community Ed Center	Test Supervisor (Garfield)				\$16.24/hr		100	Professional Expert:Correction to the Board: 4/21/20 - Hourly Rate
Stover, Mr. Reginald Thomas	Student Affairs	Assistant Coach Football	04/14/20 - 06/29/20	01 1000 0 696000 2390		\$4,000.00		100	Professional Expert
Fonua, Mr. John	Student Affairs	Assistant Coach Football	04/14/20 - 06/29/20	01 1000 0 696000 1395		\$4,000.00		100	Professional Expert
Temporary Assignment Employees									
Pursuant to Education Code Section 88003, Section (b) and (c) the District may employ either substitute or short-term employees. A substitute employee may be hired to either: 1) replace a classified employee who is temporarily absent from duty, or 2) employed for up to 60 calendar days when the District is filling a vacancy in a classified position. A short-term employee may be hired perform a service for District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. All temporary employees in this section may be assigned up to 800 hours or 170 days per fiscal year.									
Minasian, Mr. Menua	Facilities	Administrative Assistant II	2/14/2020			\$0		100	End of Assignment
Barrios, Mrs. Jennifer R	Office of Superintendent - President	Office Asst II	3/30/2020			\$0		100	Temporary Assignment End Assignment
Bing, Ms. Lisa L.	DSPS	Sign Language Interpreter	11/19/2015			\$0		100	Temporary Assignment End of Assignment
Cuadros Villarreal, Laura	Language Arts Division	Administrative Assistant	4/25/20 - 6/30/20	01 1000 0 150600 2380	NTE 60 days	\$22.59/hr		100	Temporary Assignment Substitute
Aparicio, Felipa	Facilities	Custodian	04/27/20 - 06/30/20	01 1000 0 652000 2380	NTE 60 days	\$18.54/hr		100	Temporary Assignment Substitute
Salinas, Ruben	Facilities	Custodian	05/20/20 - 06/30/20	01 1000 0 652000 2380	NTE 20 hrs/wk	\$18.54/hr		100	Temporary Assignment Substitute

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Classified Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
Saucedo, Mr. Jaime O	Facilities	Custodian	05/20/20 - 06/30/20	01 1000 0 652000 2380	NTE 20 hrs/wk	\$18.54/hr		100	Temporary Assignment Substitute
Castillo, Mr. Henry	Business Services	Mail Services Worker	03/02/20 - 06/30/20	01 1000 0 677200 2380	As needed	\$18.09/hr		100	Temporary Assignment Substitute Vacancy Replacement
Chasm, Ms. Christine	Library and Learning Resources	Library and Learning Support Assistant	06/15/20 - 06/30/20	01 1000 0 612000 2370	NTE 60 days	\$19.01/hr		100	Temporary Assignment Substitute Vacancy Replacement
Fisher, Natalie	Library and Learning Resources	Library and Learning Support Assistant	06/15/20 - 06/30/20	01 1000 0 612000 2370	NTE 60 days	\$19.01/hr		100	Temporary Assignment Substitute Vacancy Replacement
Martinez Mateo, Ana	Facilities	Custodian	06/08/20 - 06/30/20	01 1000 0 652000 2380	NTE 60 days	\$18.54/hr		100	Temporary Assignment Substitute Vacancy Replacement
Martinez Mateo, Ana	Facilities	Custodian	04/06/20 - 06/06/20	01 1000 0 652000 2380	NTE 60 days	\$18.54/hr		100	Temporary Assignment Substitute Vacancy Replacement
Police Cadet									
Aguilar, Mr. Sergio	Campus Police	Police Cadet	5/3/2020-6/30/20	01 1000 0 677000 2380	NTE 900 hrs/yr	\$12.49/hr		100	Temporary Assignment
Avetisyan, Mr. Karen	Campus Police	Police Cadet	5/3/2020-6/30/21	01 1000 0 677000 2380	NTE 900 hrs/yr	\$12.49/hr		100	Temporary Assignment
Medina, Ms. Emely Ruby	Campus Police	Police Cadet Corporal	3/28/2020	01 1000 0 677000 2380	NTE 900 hrs/yr	\$15.09/hr		100	Temporary Assignment Title and Pay Increase
Torosyan, Ms. Ailita	Campus Police	Police Cadet Corporal	3/28/2020	01 1000 0 677000 2380	NTE 900 hrs/yr	\$15.09/hr		100	Temporary Assignment Title and Pay Increase

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Classified Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

Full Name	Location	Position	Dates	Acct #	Hours	Rate	FTE	Acct %	Board Action
STUDENT EMPLOYEE REPORT									
Casey, Natalie		STU. ASSIST. I	04/01/2020-06/30/20	01 0100 0 060200 2360		\$13.00/hr		100	
Dulay, Elise		STU. ASSIST. I	04/01/2020-06/30/20	03 2200 0 642000 2360		\$13.00/hr		100	
Macdonald, Lily		STU. ASSIST. II	04/01/2020-06/30/20	01 1000 0 611000 2360		\$13.00/hr		100	
Macdonald, Lily		STU. ASSIST. II	04/01/2020-06/30/20	03 1100 0 499911 2360		\$13.00/hr		100	
Maginnis, Dana		STU. ASSIST. I	04/01/2020-06/30/20	03 2200 0 642000 2360		\$13.00/hr		100	
Sirekanyan, Susanna		STU. ASSIST. I	04/01/2020-06/30/20	03 1900 0 646000 2360		\$13.00/hr		100	

01 = Day
 02 = Evening
 03 = Non-Credit

Rate Legend
 C = Class in Salary Schedule
 Example: C 1 - 1 = Class 1, Step 1

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

NEW BUSINESS REPORT NO. 1 - ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

PREPARED BY: Victoria Simmons, Vice President, Human Resources

SUBJECT: TENTATIVE AGREEMENTS BETWEEN THE DISTRICT
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(CSEA) GLENDALE COLLEGE CHAPTER 76

DESCRIPTION OF HISTORY/BACKGROUND

The District and CSEA reached tentative agreements on the following items:

1. Article XI Holidays
2. Article XV Classification
3. Article XXIII Safety Conditions
4. Appendix DI 2020-21 Classified Employees Work Calendar Tentative Agreement

COMMITTEE HISTORY

College Executive Committee May 12, 2020

FISCAL IMPACT

None

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the tentative agreements between the District and CSEA Glendale College Chapter 76, pending ratification by CSEA.

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76
and the
GLENDALE COMMUNITY COLLEGE DISTRICT

Wednesday, April 22, 2020

Glendale Community College (District) and the California School Employees Association and its Glendale Community College Chapter #76 (CSEA) conclude 2019-2020 reopening negotiations. All articles and provisions of the parties' agreements shall remain the same, except as modified in the attached articles: Article XI - Holidays, Article XV - Classification, Article XXIII - Safety, and Appendix DI - Classified Employees Work Calendar.

For CSEA:

Date: April 22, 2020

C. Aziskhanova

Saodat Aziskhanova, CSEA Chief Negotiator

For the District:

Date: April 22, 2020

Victoria Simmons

Victoria Simmons, District Chief Negotiator

Ciera Chilton

Ciera Chilton, Labor Relations Representative

Counter Proposal
from
Glendale Community College District
To
CSEA and its Glendale College Chapter 76

January 29, 2020

ARTICLE XI – HOLIDAYS

SECTION 1. Official Holidays - The following holidays ~~will~~ shall be observed and paid for at a ~~n-employee's bargaining unit member's~~ basic hourly rate of pay for hours the ~~employee bargaining unit member~~ would have normally been scheduled, except as provided for in this Article.

New Year's Day (January 1st)	Admissions Day (September 9th)*
Martin Luther King Day	Veteran's Day
Lincoln Day	Thanksgiving Day
Washington Day	Day after Thanksgiving Day
Cesar Chavez Day (March 31)	Day before Christmas Day (December 24th)
Memorial Day	Christmas Day (December 25th)
Independence Day (July 4th)	Days between Christmas and New Year's Day (December 26-December 31)
Labor Day	

New Year's Day (January 1)
Martin Luther King Jr. Day
Lincoln Day
Washington Day
Cesar Chavez Day (March 31)
Armenian Genocide Remembrance Day (April 24)
Memorial Day
Independence Day (July 4)
Labor Day
Admissions Day (September 9)*
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day (December 24)
Christmas Day (December 25)
Days between Christmas and New Year's Day (December 26-December 31)

Holidays ~~shall~~ will be observed based on the academic calendar.

If December 24th falls on a Sunday, it ~~will~~ shall be observed on the Friday before.

If December 25th falls on a Saturday, it will shall be observed on the Thursday before.

If December 25th falls on a Sunday, it will shall be observed on the Thursday before.

If January 1st falls on a Saturday, it will shall be observed on the Monday after. If Armenian Genocide Remembrance Day falls on a Saturday or Sunday in any given year, the District shall only observe the holiday closure on April 24.

Other than specifically stated above, in cases where one of the recognized holidays falls on Sunday, the holiday will shall normally be observed on Monday, immediately following; likewise, should any of the regular holidays fall on Saturday, the holiday will shall normally be observed on the Friday immediately preceding.

*The Admissions Day holiday will shall be observed during the days between Christmas and New Year's Day.

SECTION 2. Eligibility for Holiday Pay - To be eligible for holiday pay, an employee bargaining unit member must have been in a paid status during any portion of the day immediately preceding or succeeding the holiday. This provision applies to employees bargaining unit members whose work week would be affected by a "Flex Calendar."

Employees Bargaining unit members who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be paid for those two (2) holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

SECTION 3. Work Performed on a Holiday - When an employee bargaining unit member is required to work on any holiday specified in this Article, ~~he/she they~~ shall be paid for the holiday at ~~his/her their~~ basic hourly rate of pay, plus one and one-half (1½) times ~~his/her their~~ basic hourly rate of pay, or be given compensatory time off at a rate equal to one and one-half (1½) times the actual hours worked on the holiday. The method of payment/compensation shall be determined by mutual agreement between the employee bargaining unit member and supervisor.

SECTION 4. Holiday Falls on Non-Workday - If a holiday falls on a non-work day and, as a consequence, a employee bargaining unit member loses a holiday to which ~~he/she they~~ would otherwise be entitled, ~~he/she they~~ shall be provided with a substitute holiday, based on the prorated FTE of the assignment, except Armenian Genocide Remembrance Day. The substitute holiday time off shall be by mutual agreement of the employee bargaining unit member and supervisor, but and shall be

taken within 10 working days of the holiday. If the requested time off exceeds the prorated FTE of assignment, the **employee bargaining unit member** shall make up the additional hours with vacation, **compensatory** time, or work within 10 days and with mutual agreement of the **employee bargaining unit member** and supervisor. In the event that the substitute holiday cannot be taken within 10 days of the holiday, the **employee bargaining unit member** shall be compensated for the lost holiday prorated based on the FTE of the assignment. If the **employee bargaining unit member** is participating in the non-traditional work week, their work schedule **will shall** convert to the standard forty (40) hour week on weeks which contain a "School Holiday".

If the prorated holiday hours exceed the number of hours the **employee bargaining unit member** is scheduled to work, the District is required to give the additional time off within 10 days of the holiday by mutual agreement of the **employees bargaining unit member** and the supervisor.

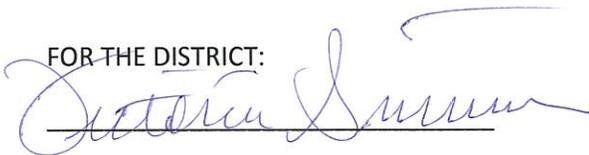
If the prorated holiday hours are less than the number of hours the **employee bargaining unit member** is scheduled to work, the employee is required to make up the additional hours within 10 days of the holiday by mutual agreement of the **employee bargaining unit** and the supervisor.

SECTION 5. — Holidays at Child Development Center — Employees of the Child Development Center shall be assigned as 12-month employees. For any days worked during winter or spring break that qualifies as holidays under the contract, either floating holidays can be provided or the provisions of Section 4 of this Article may be utilized.

This Tentative Agreement is subject to ratification/adoption by both parties.

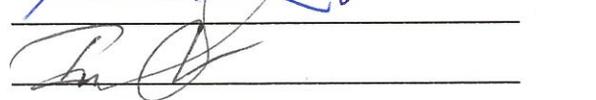
Tentatively agreed to on 7/29/2020.

FOR THE DISTRICT:



FOR THE ASSOCIATION:





CICA

Ciera Chilton
CSEA Labor Relations Representative

Dana Walker
[Signature]
[Signature]

**Counter Proposal
From
CSEA and its Glendale College Chapter 76
To
Glendale Community College District**

February 26, 2020

ARTICLE XV – CLASSIFICATION

SECTION 1. ~~Standards for the Classification of Positions~~ - The Office of Human Resources shall develop and maintain a class specification for each class in the classified service ~~of the District as necessary to meet the needs of the service for the allocation of new positions and the reallocation of existing positions.~~ The class specification shall be descriptive of essential general duties and responsibilities the classes and shall not be ~~considered as~~ a restriction on the assignment of duties not specifically listed. ~~New class specifications shall be submitted to the Board of Trustees and be subject to its approval.~~

SECTION 2. ~~Classification Studies~~ - Each position in the classified service shall be allocated to the appropriate class in conformance with specifications for that class.

~~A. New Classification Study~~

A. When a new position is created, A classification study shall be conducted whenever new positions are to be created. The District shall contact and CSEA to begin negotiations on the salary of the new position. shall meet and confer negotiate to establish a salary range. The salary rate shall be based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.

B. ~~Position c~~Classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities ~~of existing positions~~ have undergone significant changes (re ex: level of responsibility, problem solving, **authority for action, decision-making authority, knowledge, ~~and~~ skills,**

abilities, working conditions, scope of impact) or when new positions are to be created, or if mutually agreed requested by upon by CSEA and/or the District.

- C. Upon mutual agreement between the District and CSEA, consultants may be used to complete the classification studies.

SECTION 3.

B. Reclassification

A. The reclassification questionnaire will shall be posted, annually, on the District website by the first working day in January 4st of each year. An employee or group reclassification questionnaire must be completed and submitted to the Office Human Resources between the first working day in January 4 and June 30 of each year.

B. Once an individual or group reclassification request study has been completed, the employee or group who requested the reclassification study must shall wait three (3) years from the date the reclassification questionnaire was submitted to the Office of Human Resources to initiate a new reclassification request process.

C. The reclassification requests shall be completed in the date order in which they are received.

D. ~~Consultants may be used to complete the individual classification studies when there is agreement between the District and the CSEA to use mutually agreed upon consultants. Upon mutual agreement between the District and CSEA, consultants may be used to complete a reclassification request. In general, reclassification requests shall be completed by the Office of Human Resources. The general direction of the request shall study will be to complete reclassification with existing staff.~~

E. The Office of Human Resources will shall complete the screening of review the applicant's reclassification questionnaire survey response(s), complete a desk audit, and gather other pertinent information needed to make a recommendation(s). If a document is deemed not pertinent, Human Resources shall notify the employee in writing that the document will not be forwarded. The recommendation will be reviewed with the unit manager, applicant's supervisor, the

~~applicant, and at the request of the applicant, CSEA as an advisor to the applicant.~~

- F. ~~The Within fifteen (15) calendar days of June 30~~, CSEA shall receive, ~~within fifteen (15) calendar days of June 30~~, a list of all the reclassification requests for the calendar year.
- G. The first fifteen (15) reclassification requests **shall will** be completed by the end of that calendar year. The remaining reclassification requests shall be completed within one (1) year of submission.
- H. If a reclassification **request** takes more than six (6) months to complete and results in the employee receiving a compensation increase, that increase shall be retroactive to the date the reclassification questionnaire was received in the Office of Human Resources. In the event that the employee is receiving out-of-classification compensation and/or a stipend for work outside of their classification, there shall be no retroactivity if the employee is receiving that compensation and/or stipend for the work being considered as part of the reclassification request study.

SECTION 3.

~~I. Final Recommendation—~~ When the Office of Human Resources **issues has a** final recommendation regarding the reclassification request, it shall provide a written response to the employee and the President of CSEA President.

~~1. If the Office of Human Resources District recommends a new classification, CSEA and the District **it shall meet and negotiate confer to establish a new salary range, begin negotiations with CSEA on the salary of the new classification.**~~

~~2. If the Office of Human Resources District denies the reclassification **request** or recommends a classification with which the employee does not agree, the Office of Human Resources District shall provide the reason(s) for **the its final recommendation decision**. ~~The An~~ employee **or group** may appeal the Office of Human Resource's' final reclassification request recommendation to the Joint Employee Management Committee (JEMC).~~

SECTION 4. ~~Joint Employee Management Committee (JEMC)~~— The JEMC shall be comprised of three (3) members and one (1) alternate selected by

~~Superintendent/President, three (3) members and one (1) alternate selected by CSEA, and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached the confidential employee will be selected by lot. The Chair will be provided with a recorder for each meeting and return the recorder to the Office of Human Resources at the end of the last session for that day. Transcription of the JEMC meeting will be provided if there is an appeal to the Superintendent/President.~~

~~Chair to the JEMC shall be elected from among its members and shall alternate every calendar year between the CSEA and the District.~~

~~The JEMC may decide:~~

~~1. The reclassification is denied:~~

~~a. The duties being performed are within the existing classification.~~

~~2. The reclassification is approved:~~

~~a. The duties being performed are not within the existing classification, in which case the District and CSEA shall negotiate the appropriate classification.~~

~~b. The duties being performed are appropriate to within the recommended classification.~~

~~c. The duties being performed are not appropriate to the recommended classification, in which case the District and CSEA shall negotiate the appropriate classification.~~

SECTION 45. Appeal Process - An employee or group of employees have the right to be represented by CSEA during at all steps of the appeal process procedures. All pertinent documents **and information** and information regarding the reclassification shall be forwarded to the JEMC by the Office of Human Resources.

A. Appeal to tThe Joint Employee Management Committee (JEMC)

The JEMC shall be comprised of three (3) members and one (1) alternate selected by Superintendent/President, **and** three (3) members and one (1) alternate selected by CSEA,; **and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached, the confidential employee will shall be selected by lot. The Chair will shall be provided with a recorder for each meeting and return the recorder to the Office**

of Human Resources at the end of last session for that day. Transcription of the JEMC meeting will shall be provided if there is an appeal to the Superintendent/President.

Chair to tThe JEMC **Chair** shall be elected from among its members and shall alternate every calendar fiscal year between the CSEA and the District.

No employee of the Office of Human Resources shall be a member of the JEMC.

If a member of the JEMC works in the same department, is related to the employee, or has the same classification as the employee requesting the reclassification, that member **shall will** be replaced by an alternate for the duration of that appeal.

1. Within ten (10) working days after receiving the **Office of Human Resources' District's final** recommendation, an employee(s) may submit a **written request memo** to the Office of Human Resources requesting an appeal of the **District's final** recommendation. The Office of Human Resources **shall will** immediately notify the Chair of the JEMC.
2. Within ten (10) **working** days of receiving a request for appeal, the Chair of the JEMC shall set an appeal date.
 - a. The appeal date shall be scheduled in the order received and shall take place within ninety (90) calendar days.
 - b. The Chair of the JEMC shall **provide written notification of the appeal date to notify in writing** the employee, the **Office of Human Resources District**, the President of CSEA, and the members of the committee **of the appeal date**.
 - c. All parties may be present during the interviews with the JEMC.
3. ~~d.~~ The JEMC ~~will~~ **shall** render a decision within five (5) days of the **appeal meeting hearing**; and the ~~e~~Chair **shall will provide written notification of its decision to notify** the employee, CSEA-the President **of CSEA**, and the Office of Human Resources.

The JEMC may decide:

- a. The reclassification is denied:

- i. The duties being performed are within the existing classification.
 - b. The reclassification is approved:
 - i. The duties being performed are not within the existing classification; ~~in which case the~~ **Thereafter**, District and CSEA shall **negotiate meet and confer negotiate to determine** the appropriate classification.
 - ii. The duties being performed are appropriate to within the recommended classification recommended by the Office of Human Resources.
 - iii. The duties being performed are not within appropriate to the recommended classification recommended by the Office of Human Resources; ~~in which case the~~ **Thereafter**, District and CSEA shall **meet and confer negotiate to determine negotiate** the appropriate classification.
 - c. If the JEMC cannot reach a majority decision regarding approval or denial of the reclassification request, CSEA and the District shall use a mutually agreeable external consult to review the reclassification request. The external consultant shall provide CSEA and the District with a decision within the parameters of Section 4, A., 3., b.**
 - 4. If the JEMC ~~or external consultant~~ rules renders a decision in favor of the employee and the District chooses not to appeal, the District and CSEA **shall meet and confer negotiate will immediately begin negotiations** to determine the proper classification.
 - 5. If the JEMC ~~or external consultant~~ rules renders a decision in favor of the District and the employee chooses not to appeal, **the reclassification request** process **shall conclude. ends here.**
- B. Appeal to the Superintendent/President**

~~When the employee or the District disagree with the decision of the JEMC, either party may appeal the JEMC decision by submitting a written request for a hearing to the~~

~~Superintendent/President, and the President of CSEA within ten (10) working days of receiving the JEMC decision.~~

Within ten (10) working days of receiving the JEMC decision, the employee or the Office of Human Resources may appeal the JEMC decision by submitting a written request for an appeal meeting to the Superintendent/President and the President of CSEA.

The Superintendent/President **shall will** inform all parties of the appeal meeting hearing date and location.

The Superintendent/President **shall will review pertinent information and written and taped testimony and supporting** documentation and may pose questions of request testimony from both parties prior to rendering a decision. The Superintendent/President shall render a decision within thirty (30) calendar days from the date of the receipt of the appeal meeting. ~~The decision of the Superintendent/President is final and not subject to the grievance process. The Superintendent/President shall communicate the decision, in writing, to both parties. The Superintendent/President shall provide a written decision regarding the appeal to both parties. The decision of the Superintendent/President shall be final and not subject to the grievance process.~~

C. Salary Compensation

When an appeal process results in **any** reclassification of a position with a corresponding salary increase, the employee **shall will** receive compensation retroactive to the date of the **Office of Human Resources'** Districts initial denial or final recommendation.

~~SECTION 6. Conflict of Interest~~

- ~~A. No employee of the Office of Human Resources shall be a member of the JEMC.~~
- ~~B. If a member works in the same department, is related to the employee, or has the same classification as the employee requesting the reclassification, that member will be replaced by an alternate for the duration of that appeal.~~

SECTION 57. Approved Reclassifications – If an employee is reclassified to a classification on a higher salary range, the employee **shall may** be promoted ~~without further examination~~ to the higher-level

classification.

~~SECTION 68. Negotiation of Salary Rates for New Classifications—CSEA and Human Resources shall meet and negotiate the salary placement of a new classification. The salary rate shall be based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.~~

~~SECTION 9. Abolishing a Position or Class—If the District proposes to abolish a position or class of positions, it shall notify the Chapter President of CSEA of the proposed action before the decision is finalized.~~

~~SECTION 10. Reclassifying a Vacant Position—When a position becomes vacant, and it is determined by the District that it shall be reclassified, the District shall confer with the Chapter President of CSEA of such proposed action prior to the final determination.~~

This Tentative Agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on 02/26/2020.

FOR THE DISTRICT:

Victoria Summers

FOR THE ASSOCIATION:

C. Kohn
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

WCA
Ciera Chilton
CSEA Labor Relations Representative

Counter Proposal
from
CSEA and its Glendale College Chapter 76
to
Glendale Community College District

March 11, 2020

ARTICLE XXIII – SAFETY CONDITIONS

SECTION 1. Performing Work - Employees shall not be required to work under unsafe conditions or to perform tasks in facilities which endangers their health or that are unsafe. The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties reasonably permit. Bargaining unit members shall make every reasonable effort be expected to perform work safely in a safe manner.

SECTION 2. Discrimination for Reporting Unsafe Conditions - Should a unit member discover a condition that is unsafe and/or that may endanger their health or the health of others, the unit member shall report such unsafe condition or health concern to the immediate supervisor who will take such action necessary to correct and restore safe and/or healthful working conditions. Should the correction be beyond the authority or control of the immediate supervisor, a report shall be filed with the appropriate administrative authority by the supervisor in a timely manner.

No employee shall be in any way be discriminated against as a result of reporting any condition believed to be a violation of Section 1 of this Article.

Any bargaining unit member who observes an unsafe a working condition that is unsafe and/or that may endanger their health or the health of others shall report the unsafe condition, to their immediate supervisor, orally or in writing, including the grounds for believing the condition is unsafe to their immediate supervisor. A bargaining unit member shall not be discriminated against for reporting an unsafe condition in accordance with Section 12.

SECTION 3. Policies and Regulations - The District shall have maintains Board Policies and Administrative Regulations that define and guarantee

commit to providing a safe, nondiscriminatory, sexual harassment-free, and violence-free work environment working conditions, free of a nondiscrimination, harassment, and violence-free work environment, - free of sexual harassment, violence, and harassment, and/discrimination, i.e. language spoken, immigration status, lawful political beliefs and/or affiliations, based upon protected classes defined by California and Federal laws, and/or membership and/or participation in lawful activities of an employee organization., sexual harassment and violence. Board Policies and Administrative Regulations shall be posted on the District's web site – Glendale.edu contains The adopted Board Policies and Administrative Regulations can be found may be accessed at Glendale.edu.

SECTION 4. Required Equipment – In the event that the District requires employees of certain departments to safety equipment and materials wear shirts or uniforms (i.e. positions in Facilities), the District shall provide each of those unit members with a sufficient quantity of those shirts/uniforms on an annual basis. If the District wishes to institute new requirements for employee dress, that will need to be negotiated with the Association and agreement reached prior to implementation.

The District shall also provide and maintain all required safety equipment and materials it deems necessary, (including any safety attire that the District may require of certain departments,) that to meet minimum industry regulatory safety standards necessary for bargaining unit members to complete their assigned duties in a safe and healthy manner. Any new requirements for employee safety, will need to shall be negotiated with the Association and agreed upon prior to implementation.

SECTION 5. Safety Training – The District shall provide bargaining unit members with mandatory job-related mandatory safety training (i.e. tools and equipment, occupational hazards, emergency response, first aid, handling of toxic materials, asbestos abatement, clean-up of bodily fluids) to safely and effectively perform their assigned duties. Bargaining unit members shall be released to attend these trainings which shall be provided during their normal working hours. For those who Bargaining unit members who work evening or night shifts, they shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

SECTION 65. Security/Disaster/Evacuation Plans - The District shall make available to each all bargaining unit members current plans and procedures regarding campus security, evacuation procedures/routes,

disasters, etc. to ensure that all **bargaining** unit members are fully informed and have the expectation for a safe working environment.

SECTION 76.

~~(MOVE TO ARTICLE IV – ORGANIZATIONAL RIGHTS) Both the District and Association affirm that the highest possible standards in human relations and respect between employees are essential to achieve good morale, dignity and productive and professional working relationships between all employees of the District.~~

~~The District and Association affirm that bargaining unit members shall be treated in a fair and consistent manner in all affairs in the employment relationship and the administration of any Agreements between both parties~~

Campus Evacuation - If an evacuation of District property is ordered, unit members shall not suffer a loss of pay during the period of such evacuation.

SECTION 7.

Unsafe Conditions – Should a unit member discover a condition that is unsafe and/or that may endanger their health or the health of others, the unit member shall report such unsafe condition or health concern to his/her immediate supervisor who will take such action necessary to correct and restore safe and/or healthful working conditions. Should the correction be beyond the authority or control of the immediate supervisor, a report shall be filed with the appropriate administrative authority by the supervisor in a timely manner.

SECTION 8.

Safety and Supervision –The District shall **strive to** provide proper on-campus supervision and campus police protection when **bargaining** unit members are on duty.

A. Cameras on Campus

~~By September 1st of each year, the District will shall provide CSEA with a list of all cameras and their locations on District properties. to CSEA by September 1st of each year for review.~~

- ~~1. The Glendale Community College District's Police Department will be in charge of the infrastructure and data of the video recording system within the Glendale Community College District.~~
- ~~2. 1. The Camera recordings (digital and printed) made by and stored on the system may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal~~

counsel for the sole purpose of investigating alleged criminal activity.

3. 2. The Camera recordings of employees bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

4. 3. All District properties shall will display sufficient signage throughout indicating that security cameras are recording.

B. Campus Digital Locks

1. The Glendale Community College District's Police Department will be in charge of the infrastructure and data of all locks within the Glendale Community College District.

2. 1. Any access to data Digital lock data (digital and printed) made by and stored on the lock system may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.

3. 2. The data Digital lock data recording the coming and going of employees bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

SECTION 9. Campus Evacuation — If an evacuation of District property is ordered, unit members shall not suffer a loss of pay during the period of such evacuation.

SECTION 10. Safety Training — The District shall provide unit members with job related mandatory safety training (i.e. occupational hazards, emergency response, first aid handling of toxic materials, asbestos abatement, clean up of bodily fluids) to safely and effectively perform their assigned duties. Unit members shall be released to attend these trainings which shall be provided during their normal working hours. For those who work evening or night shifts they shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

Tentatively agreed to on 03/11/2020.

FOR THE DISTRICT:

Victoria Sumner

FOR THE ASSOCIATION:

C. Johnson
Jeff DeWitt
Henry Fox
Kevin
[Signature]

Ciera

Ciera Chilton
CSEA Labor Relations Representative

Initial Proposal
From the
California School Employees Association and its Chapter 76
To the
Glendale Community College District

January 29, 2020

APPENDIX "D1"
2020-2021 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/03/20		22
AUGUST			21
SEPTEMBER	09/07/20		21
OCTOBER			22
NOVEMBER	11/9/20 11/26/20 11/27/20	11/28/20*	18
DECEMBER	12/24/20 12/25/20 12/26/20 12/28/20 12/29/20 12/30/20 12/31/20	12/23/20	16
JANUARY	01/01/21 01/18/21		19
FEBRUARY	02/12/21 02/15/21		18
MARCH	03/31/21		22
APRIL	04/24/21		22
MAY	05/31/21		20
JUNE			22
TOTAL DAYS IN PAID SERVICE =			243

9 MONTH EMPLOYEES work from 07/01/20 - 06/30/21

- Vacation days shall be used for Spring break (4/19/21 – 4/24/21) and December non-work days.
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/20 - 06/30/21

- Vacation days shall be used for Spring break (4/19/21 – 4/24/21)

4/29/2020 Victoria Sumner
District

Saeedat Ayis Khan
CSEA, Ch 76
C. [Signature]

- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MO EMPLOYEES work from 07/01/20 - 06/30/21

- 11 month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

12 MO EMPLOYEES work from 07/01/20 - 06/30/21

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday – Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

NEW BUSINESS REPORT NO. 2 - ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

PREPARED BY: Victoria Simmons, Vice President, Human Resources

SUBJECT: TENTATIVE AGREEMENTS BETWEEN THE DISTRICT
AND GLENDALE COLLEGE GUILD LOCAL 2276 (GUILD)
OF THE AMERICAN FEDERATION OF TEACHERS

DESCRIPTION OF HISTORY/BACKGROUND

The District and Guild reached tentative agreements on the following items:

1. Article VIII, Salaries, Section 16 Athletic Stipends
2. Appendix C, Work Year, Amended 2020-2021 Academic Calendar
3. Appendix C, Work Year, 2021-2022 Academic Calendar
4. Appendix E, Instructional Faculty Evaluation, Distance Education Component

COMMITTEE HISTORY

College Executive Committee May 12, 2020

FISCAL IMPACT

None

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the tentative agreements between the District and the Guild, pending ratification by the Guild.

Tentative Agreement
by and between the
Glendale College Guild, Local 2276
and the
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following:

Article VIII, Salaries

Section 16. Regulations and Salary Rates for Extracurricular Duties and Salary Rates for Assistant Athletic Directors, Coaching, Fitness Center Director, Visual and Performing Arts, Released Time/Stipend for Instructional Activities, and Adjunct Faculty Ancillary Activities Stipends

A. Regulations Extracurricular Duties – Assistant Athletic Directors and Coaching

- ~~1. The acceptance of extracurricular duties shall be voluntary. Faculty members shall not be assigned extracurricular duties without their consent.~~
- ~~2. Extra pay assignments shall require approval by the Board of Trustees.~~
- ~~3. There shall be no more than two (2) extracurricular assignments per employee in any one year without mutual agreement between the appropriate Vice President and employee, when feasible.~~
- ~~3. No coach shall be assigned the head coaching responsibility for more than one major sport per year. Major sports are designated as football, basketball, baseball and track.~~
- ~~3.4. Coaching and Assistant Athletic Director assignments are established on a five-days per week basis. Depending on athletic contest scheduling, the assignment may extend up to seven-days per week.~~
- ~~4. The pre-fall football coaching assignments shall be paid at the instructional rate, not to exceed twenty-one (21) six-hour days.~~
- ~~5. The members of the Visual and Performing Arts Division involved in performance in addition to the regular class time for the activity may collect a stipend under the following conditions:
 - ~~a. A performance is held outside of the classroom activity during the academic year.~~
 - ~~b. The maximum amount to be paid per year shall be the amount listed in Table C. This amount may be shared among faculty members participating in the performance area.~~~~

B. Salary Rates - **Assistant Athletic Directors and Coaching** and ~~Assistant Athletic Directors~~

1. Two (2) Assistant Athletic Directors shall be appointed to serve three-year terms of assignment through an application, interview and selection process conducted by an Athletics Department committee with the following members: Associate Dean of Athletics (chair), ~~one (1) Athletics Department classified staff member,~~ one (1) head coach from a women's team, and one (1) head coach from a men's team, **and when possible, should include one (1) Athletics Department classified staff member.**
2. The Assistant Athletic Directors shall each receive a stipend equivalent to 10% of Step 5 – Column III on the Full-time Instructor Salary Schedule **per semester.** ~~The Assistant Athletic Directors shall be selected from currently employed faculty.~~
 2. ~~Full-time contract teachers who are assigned a head coaching position will receive a stipend of 10% of their annual contract. The Head Football Coach will receive a stipend of 12% of his/her annual contract. When the Head Cross Country Coach is assigned to both the men's and women's teams, he/she shall receive 15% of his/her annual contract. When the Head Track and Field Coach is assigned to both the men's and women's teams, he/she shall receive 15% of his/her annual contract. [Create appendix chart for compensation rates and percentages.]~~
3. **Coaching**
 - a. Adjunct instructors ~~who are assigned to a head coaching position will~~ **shall** receive a stipend **as delineated in Appendix I.** ~~equivalent to 10% of Step 5 Column III on the Full-Time Instructor Salary Schedule.~~

~~The Head Football Coach (if adjunct faculty) will receive a stipend 12% of Step 5 Column III.~~
4.
 - b. Assistant Coaches ~~will~~ **shall** receive a stipend according to the schedule ~~below in~~ **as delineated in Appendix I. The coaching assignment and stipend level shall be determined by the Head Coach subject to the approval of the Associate Dean of Athletics.** Every Head Coach shall provide to the Vice-President of Instruction and to Human Resources a brief, written description of the assignment for each Assistant Coach. **Job descriptions and duties are maintained in Human Resources.**
5. The number of Assistant Coaches for each sport may vary each season ~~depending on the number of student athletes participating, the skill set needed~~

for the sport, the expertise of the Assistant Coach and the assignment given by the Head Coach. The total stipend amount shall not exceed the amount listed in the schedule below.

~~6. The maximum stipend received by an Assistant Coach shall not exceed \$4,688.42 for any one season.~~

~~7. If a Head Coach in a sport without an Assistant Coach chooses to have an Assistant Coach, the amount of the combined stipends for the Assistant Coach and the Head Coach shall not exceed 10% of the Head Coach's annual contract.~~

8. c. Coaching is a professional ancillary activity and not considered part of the load calculation nor can the coaching duties be added to other duties to reach a total of 67% of a full-time assignment. The stipends for coaching assignments **shall only be paid in accordance with Appendix I.** ~~are listed below and not to be confused with section 16 E. of this article, "Adjunct Faculty Ancillary Activities Stipends."~~

~~9. Stipends shall not exceed the amount in the chart below and may be distributed in partial payments. However, the total amount of the stipend shall be distributed within 45 days of the end of the season.~~

~~SALARY RATES COACHING~~

~~EFFECTIVE JULY 1, 2018~~

ASSIGNMENT OR SPORT	AMOUNT PER SEMESTER
Men's Asst Athletic Director	\$3,445.06
Women's Asst Athletic Director	\$3,445.06
Fitness Center Director	\$4,349.40
Head Football	12% of annual contract
Assistant Football	\$21,535.88
Head Men's Basketball	10% of annual contract
Assistant Men's Basketball	\$5,383.97
Head Women's Basketball	10% of annual contract
Assistant Women's Basketball	\$5,383.97

Head Men's Baseball	10% of annual contract	
Assistant Men's Baseball		\$4,996.59
Head Track and Field	15% of annual contract	
Assistant Track and Field		\$14,989.76
Head Men's Soccer	10% of annual contract	
Assistant Men's Soccer		\$4,996.59
Head Women's Soccer	10% of annual contract	
Assistant Women's Soccer		\$4,996.59
Head Men's Tennis	10% of annual contract	
Head Women's Tennis	10% of annual contract	
Head Cross Country	15% of annual contract	
Assistant Head Cross Country		\$9,993.16
Head Volleyball	10% of annual contract	
Assistant Volleyball		\$4,996.59
Head Wrestling	10% of annual contract	
Head Men's Golf	10% of annual contract	
Head Women's Golf	10% of annual contract	
Head Women's Softball	10% of annual contract	
Assistant Women's Softball		\$4,996.59
Updated October 17, 2018	-	
Assistant Coach Maximum		\$5,383.97

C. Fitness Center Director

1. The Fitness Center Director shall receive a stipend in the amount of \$4349.40 per semester.

D. Visual and Performing Arts

The members of the Visual and Performing Arts Division involved in performance in addition to the regular class time for the activity may collect a stipend under the following conditions:

- a. A performance is held outside of the classroom activity during the academic year.
- b. The maximum amount to be paid per year shall be the amount listed in Table C. This amount may be shared among faculty members participating in the performance area.

[all new section added in the Appendix]

Appendix I

Athletic Faculty Stipend Pool

Redistribution of Athletic Stipends

In the event a sport is discontinued, the District and the Guild shall meet and confer regarding how to redistribute budget monies allocated for the discontinued sport as noted in Appendix I.

Athletic Faculty Stipend Pool

Sport	Amount
Baseball	\$18,000
Basketball, Men	\$16,000
Basketball, Women	\$16,000
Beach Volleyball, Women	\$2,000
Cross Country, Men	\$8,000
Cross Country, Women	\$8,000
Football	\$42,000
Golf, Men	\$2,000
Soccer, Men	\$14,000
Soccer, Women	\$14,000
Softball	\$16,000
Tennis, Men	\$4,000
Tennis, Women	\$4,000
Track & Field, Men	\$14,000
Track & Field, Women	\$14,000
Volleyball, Women	\$10,000

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Total Maximum Assistant Stipends \$202,000

Post-Season Stipend Fund

2019/20	\$5,050
2020/21	
2021/22	
2022/23	

Post-Season Stipend Fund

The 2019/2020 2.5% salary and stipend increase shall be used to create an ongoing post-season stipend fund and not applied to the coaching stipends delineated in Appendix I. Effective July 1, 2019, the Post Season Stipend Fund shall have a non-compounding beginning balance of \$5,050. For purposes of this section, the term ‘ongoing’ means that at the beginning of each fiscal year the fund shall increase by \$5,050. The Post Season Stipend Fund shall not exceed \$12,000. If the Post Season Stipend Fund exceeds \$12,000 after payout of post season stipends, the Guild and District mutually agree to reopen the Post Season Stipend Fund section.

Future salary and stipend increases to the collective bargaining agreement beginning in 2019/20 and concluding on 2022/23 shall be based on the Total Maximum Assistant Coaching Stipend (Total Maximum Assistant Stipends \$202,000 from 2019/2020) and applied to the Post-Season Stipend Fund. If the Post Season Stipend Fund exceeds \$12,000 after payout of post season stipends, the Guild and District mutually agree to reopen the Post Season Stipend Fund section.

The Guild and the District mutually agree to reopen the Post-Season Stipend Fund section during the 2023/2024 negotiations.

If the post-season stipend funds are not fully expended at the end of a fiscal year, the remaining post-season stipend funds shall be carried over the following fiscal year.

The post-season stipends shall be paid to those responsible for post season coaching at the rate of \$100 per week for post season for each head coach and assistant coach.

Post season stipends shall not exceed 4 weeks or a \$400 maximum post-season stipend per eligible coach, and shall not exceed the Post Season Stipend Fund balance.

Post-season coaching stipends shall be paid at the end of each fiscal year.

Date of Agreement: April 30, 2020



Caroline DePiro, Chief Negotiator
Glendale College Guild



Victoria Simmons, Chief Negotiator
Glendale Community College District

Tentative Agreement
 by and between the
 Glendale College Guild, Local 2276
 and the
 Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), in order to implement this agreement concerning the **2020-21** work year, hereby agree replace Appendices C and D (effective June **17, 2020**) in their collective bargaining agreement with the following amended updates.

The summer session shall begin on June **15, 2020** and end on August **21, 2020** (with July **3, 2020** being a non-working day).

APPENDIX C
WORK YEAR – FACULTY
2020 – 2021

MONTH		TOTAL
First	8/31/2020 thru 9/30/2020 Non-working day: 9/7	22 days
Second	10/1/2020 thru 10/31/2020	22 days
Third	11/1/2020 thru 11/30/2020 Non-working days: 11/9 and 11/26 thru 11/28	18 days
Fourth	12/1/2020 – 12/31/2020 Non-working days: 12/17 thru 12/31	12 days
Fifth	Winter Intersession: 1/4/2021 thru 2/11/2021 Non-working days: 1/1 thru 1/3 and 1/18 and 2/12 thru 2/15	0 days
Sixth	2/16/2021 thru 2/28/2021	9 days
Seventh	3/1/2021 thru 3/31/2021 Non-working days: 3/31	22 days
Eighth	4/1/2021 thru 4/30/2021 Non-working days: 4/12 thru 4/17 and 4/24	17 days

Ninth	5/1/2021 thru 5/31/2021 Non-working day: 5/31	20 days
Tenth	6/1/2021 thru 6/9/2021 Graduation 6/9/2021, 7 p.m.	7 days

Total **149** Instructional Days (M-F)

Total Work Days: **154** days, including the five flex days on **August 24 – 28th**.

The **September 11, 2020** Institute Day is a mandatory flex activity on campus for contract faculty.

Class grades are due at 11:59 pm on the Tuesday after the final exam day of the term.

The following general principle applies to compressed calendar assignments: Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

COUNSELOR WORK YEAR 190 DAYS SCHEDULING

Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety 190 days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

Section 3. Additional 21- Day Summer Block

Counselors are not limited to 147 hours of summer work.

Contract counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above. Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester. Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict

**Appendix D
DIVISION CHAIR CALENDAR REGULATIONS**

Generic Division Chair Work Year Calendar*

The Division Chair Work Year is composed of 201 work days as previously negotiated. These 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	23 - 24
h) The last full week of the summer session worked; which may vary depending if there is one 6-week session or two 5-week sessions. [4 or 5]	27 - 29
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variables each year. [149]	176 - 178

j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of 26 half days or 13 whole days. [13]	189 - 191
k) Division Chairs will work the remaining days owed to complete their annual commitment of 201 days per year during times mutually agreed upon with the Vice President of Instruction. [10-12]	201

*Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

The number of days worked at the end of the winter session are **subject to approval by the appropriate Vice President or designee negotiable.

Notes: 1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less than 80% RT shall substitute flex time for days in "k" category at a rate of 20% = one day.

2. Division Chairs shall take off four (4) ~~consecutive~~ work weeks during the summer as vacation. ~~When the college offers two 5-week summer sessions, the district will provide~~ **The District shall provide** 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

>>>>

DATE: April 30, 2020



Caroline DePiro, Chief Negotiator
Glendale College Guild



Victoria Simmons, Chief Negotiator
Glendale Community College District

Tentative Agreement
 by and between the
 Glendale College Guild, Local 2276
 and the
 Glendale Community College District

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>>>>>

DATE: April 30, 2020



Caroline DePiro, Chief Negotiator
Glendale College Guild



Victoria Simmons, Chief Negotiator
Glendale Community College District

Tentative Agreement
 by and between the
 Glendale College Guild, Local 2276
 and the
 Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to amend Appendix E, Instructional Faculty Evaluation to accommodate Distance Education (DE):

CLASSROOM FACULTY EVALUATION

9. Uses visual, auditory and contextual modalities for student learning*.						
13. Assist students during scheduled office hours; for Distance Education classes, office hours are conducted synchronously using technology* .						
15. Course overview/syllabi/exams/other material meet required standards*.						

*When evaluating a DE Course, please apply the DE Rubric approved by the Academic Senate.

Distance Education Assessment of Instruction (if applicable): Please use the DE rubric defined by the Senate.	EX	MT	NI	UN	NA	NO
19. Initiates contact before start of course and meets all requirements set forth by the Academic Senate DE Rubric.						
20. Effectively uses an attendance verification assignment.						
21. Students are informed of their required levels of participation to sustain attendance status (i.e. quantity/quality of interactions).						
22. Course materials/content are provided in a well-organized, easily navigated manner.						
23. Course goals and objectives within each unit contain appropriate due dates and expectations for completing assignments.						

24. Applies best practices for accessibility and privacy.						
25. Provides opportunities for regular and effective instructor-initiated and student-initiated contact.						

...

[Numbering will continue in sequence after the new number 25 on the evaluation form]

Date of Agreement: May 8, 2020



Caroline DePiro, Chief Negotiator
Glendale College Guild



Victoria Simmons, Chief Negotiator
Glendale Community College District

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

NEW BUSINESS REPORT NO. 3 – ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Michael Ritterbrown, Vice President, Instructional Services

PREPARED BY: Hasmik Sarkissian, Office of Vice President, Instructional Services

SUBJECT: TENURED FACULTY

DESCRIPTION OF HISTORY / BACKGROUND

Board Policy 4116 establishes a tenure review process for all newly hired full-time faculty. During the first four years of employment, these faculty members are evaluated annually according to the Guild contract. After four years of positive evaluations, the division recommends successful candidates to the Board for tenure.

Those receiving tenure will be recognized by the Board and District at a reception in September when newly tenured faculty, new hired tenure-track faculty, and faculty advancing in rank will be honored.

COMMITTEE HISTORY

Each faculty person has an evaluation team as outlined in the Guild contract. Committee members conduct classroom visits, review the professional growth plan and student evaluations each fall. Upon completion of the four-year probationary process, tenure track committees determine their recommendation to grant tenure.

The College Executive Committee met on May 12, 2020 and reviewed this report and list of candidates.

FISCAL IMPACT

N/A

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve granting tenure effective Fall 2020 to the 20 faculty listed in this report.

Mary Jane Biancheri – Child Development, Social Sciences Division

Mary Jane Biancheri is an instructor in the Child Development and Education Department. She has a Master of Science in Education degree, with a focus on early childhood and elementary education, from Bank Street Graduate School of Education, New York City. She also holds a Bachelor of Arts in English Literature from Salve Regina University in Newport, RI.

Mary Jane began as an adjunct instructor at Glendale Community College in 2010 and started full-time in 2016. She was an adjunct instructor at Pacific Oaks College from 2011-2016 and has also worked as a preschool and elementary school teacher.

Samantha Garagliano – Speech, Language Arts Division

Samantha Garagliano holds a Bachelor and a Master of Arts degree in Communication Studies with an emphasis in Interpersonal Communication from California State University, Los Angeles. She began teaching in 2008 as a graduate student at CSULA and went on to teach at numerous other colleges in Southern California before she found her home here at GCC. Aside from teaching Speech courses, Sam is a Distance Education Trainer and Distance Education Faculty Development Coordinator.

Kyla Hansen – Sculpture & 3D Design – Visual & Performing Arts Division

Kyla Hansen is a Sculpture and 3D Design Instructor in the Visual and Performing Arts Division. She earned a Bachelor of Arts in Journalism from the University of Nevada, Reno, a Bachelor of Fine Arts in Sculpture from the University of Nevada, Las Vegas, and a Master of Fine Arts in Sculpture from Claremont Graduate University. Kyla also works as a professional exhibiting artist. Her work has been shown throughout the Greater Los Angeles Area, in Mexico City and Paris. In March of this year Kyla was awarded the Davyd Whaley Emerging Artist Grant for LA-based Artist.

Jayson Helgeson – Music, Visual & Performing Arts Division

Jayson Helgeson has an extensive background in music technology is an instructor of traditional and commercial music at GCC. After completing a bachelor's degree in guitar performance at Peabody Conservatory, he attended the University of Southern California and received a master's degree in music education. Jayson served as an adjunct professor in music industry and technology at USC.

Maria Hernandez – Spanish, Language Arts Division

Maria Hernandez Rios is an instructor specializing in Spanish Language for both Native and Non-Native speakers. She graduated from the Universidad Nacional Autónoma de Mexico (UNAM) with a degree in Political Science and Public Administration. She earned her Masters in Spanish at California State University-Northridge and worked in several community colleges in the Los Angeles Area. She has finished designing an online Spanish 101 Focus on Healthcare course, aimed towards health workers with a zero-cost textbook.

Corey Jamieson – Chemistry, Physical Sciences Division

Corey Jamieson joined Glendale Community College as an adjunct chemistry instructor in 2013 and entered into a tenure-track role in 2016. He earned his doctorate degree from the University of Hawaii at Manoa in 2006 in the field of physical chemistry and completed post-doctoral fellowships at SRI International and the NASA Jet Propulsion Laboratory.

Dr. Jamieson continues to stay active in planetary chemistry research. He has developed an interactive electronic chemistry textbook, which was recently published, and is currently being piloted in his introductory chemistry courses.

Kevin Mack – History, Social Sciences Division

Kevin Mack received his MA in History from UC Irvine in 2012. He began his career at GCC as an adjunct and then taught at LA Pierce College as a full-timer before returning to Glendale. At GCC he has served on the C&I committee and Academic Senate Executive and led three successful study abroad trips.

Araik Margaryan – Accounting, Business Division

Araik Eric Margaryan is a Certified Public Accountant, has a Bachelor of Science and master's degrees in Business Administration. He has been active in the industry since the early 90's working as an accounting and financial professional. Araik joined the GCC family as an adjunct instructor in 2008 and later as a full-time faculty member.

Nancy Medina

Nancy Medina teaches under the discipline of Student Services and is an Academic and Career Counselor. Her educational background includes an M.S. degree in Educational Psychology with a focus in College Counseling and Student Services from CSUN and a B.A degree in Political Economy of Industrial Societies from UCB.

For the past seven years, Nancy has been working in College Counseling and Student Services at multiple colleges such as College of the Canyons (COC), East Los Angeles College (ELAC), and Glendale Community College (GCC). This past year she worked with the Multicultural Community Engagement Center to implement Service Learning into an Academic and Career Success course.

Vadym Mykhaylov – Nursing, Health Sciences Division

Vadym Mykhaylov is a nursing instructor in the Health Sciences Division. He earned a Registered Nursing Certification from the Associate Degree Program at Glendale Community College. He earned a Bachelor of Science in Nursing from the University of Phoenix, and a Master of Science in Nursing as well as Nurse Practitioner Certification from Azusa Pacific University.

Vadym also works as a Nurse Practitioner at the LAC+USC Medical Center Emergency Department. Since becoming a fulltime faculty, Vadym has worked on projects related to program evaluation and curriculum improvement

Richard Neufeld – Mathematics Division

Richard Kiyoshi Neufeld is a mathematics instructor at Glendale Community College. He earned a Master of Science degree in mathematics from Cal Poly, San Luis Obispo and a Bachelor of Science degree in mathematics from UC Irvine. Before working at Glendale College, Richard taught math at Santa Barbara City College and at Berry College.

Joanna Parypinski – English Division

Joanna Parypinski teaches in the English division at GCC. Shortly after completing her MFA in Creative Writing at Chapman University, she started teaching as an adjunct before gaining a full-time position, where she has spearheaded the English 101+ program, developed new creative writing courses, and served as editor of Chaparral.

Thye Peng Ngo – Nursing, Health Sciences Division

Thye Peng Ngo is a nursing instructor in the Health Sciences Division. He earned a Bachelor of Science in biochemistry from University Putra Malaysia, an Associate of Science in nursing from College of the Canyons, and a Master of Science in nursing and a family nurse practitioner certification from Western University of Health Sciences. His work experiences include registered nurse, heart failure nurse navigator and coordinator, and family nurse practitioner. He taught full time at Charles R. Drew University of Medicine and Science for the entry-level master's degree nursing program before joining GCC.

Margaret Richer – NC ESL Division

Margaret Richer started her teaching career in the Peace Corps in Morocco. Since then, she has been teaching at Glendale Community College in Noncredit ESL in the College Readiness program. She has also taught ESL courses at Pasadena City College and Pepperdine University. In 2016, she assumed the role of the College Readiness Coordinator for Noncredit ESL when she began her tenure track. She became the Garfield Service Learning Coordinator from 2017-2019. She has a Bachelor of Arts in English Literature and a Master of Arts in Linguistics, both from California State University, Northridge.

Rebecca Robins – Accounting, Business Division

Rebecca Robins received her MBA from Frostburg State University in Maryland. She began her teaching career in California as an accounting adjunct at College of the Canyons in Santa Clarita in the Fall of 2005 until the Spring of 2016. Rebecca is a licensed CPA since 1988.

At GCC she is the Accounting Department Coordinator and serves on the Health & Benefits Committee. In industry she is a CalCPA (California Society of Certified Public Accountants) member and serves on their AEC (Accounting Education Committee).

Naomi Sato – NC ESL Division

Naomi Sato is an ESL Instructor and Vocational ESL Program Coordinator in the Noncredit ESL Division at GCC. She earned a master's degree in Teaching TESOL (Teaching English to Speakers of Other Languages) from the University of Southern California and a bachelor's degree in Marketing/Business Administration from Bloomsburg University of Pennsylvania. Naomi grew up in Pennsylvania and Virginia and has lived and worked in Japan and California. She has experience in educational publishing and digital media and has taught English in Japan and the United States. She also has experience teaching at Los Angeles City College and Pasadena City College.

Sandy Somo – Sociology, Social Sciences Division

Sandy Somo is a sociology instructor. She earned her General Education from Grossmont College, BA in Sociology with a minor in English from San Diego State University, and a MA in Sociology from San Diego State University. Sandy joined the GCC family in the Fall of 2016. She has taught Sociology at San Diego State University, Palomar College, San Diego Mesa College, and Cuyamaca College.

Karen Swett – Speech, Language Arts Division

Karen Swett attended Santa Barbara City College then transferred to CSUN, earning her B.A and M.A. in Communication Studies.

Geri Ulrey – Media Arts, Visual & Performing Arts Division

Geri Ulrey serves as instructor and the chair of the Film, Television & Media Arts Department at Glendale Community College where she teaches film and television production. Before teaching at Glendale Community College, she taught production courses in the Department of Cinema and Television Arts at California State University, Northridge for ten years. She holds an MFA in film directing and production from the UCLA School of Theater, Film and Television and a BA in drama from Vassar College.

Joel Weiss – Basketball Coach – Kinesiology Division

Joel Weiss became the GCC Women's Basketball Coach in 2016. Weiss has guided the Vaqueros to the best three-year record in school history, culminating the 2018-19 season with a 22-6 record and a 2018-19 Western State Conference Championship. Weiss was also the 2018-19 Ace Character and Ethics Coach of the Year Recipient, Two Time Western State Coach of the Year, and 2019 Southern California Coach of the Year. Weiss has a Master of Arts in Education Leadership from Nicholls State and a Master of Science in Kinesiology from the University of Texas RGV.

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

NEW BUSINESS REPORT NO. 4 - ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper,
Executive Vice President, Administrative Services

PREPARED BY: Amir Nour, Controller

SUBJECT: STUDENT FEE SCHEDULE FOR 2020-2021 ACADEMIC
YEAR EFFECTIVE FALL 2020

DESCRIPTION OF HISTORY / BACKGROUND

The California Community College Chancellor's Office has published a Student Fee Handbook which details the basic state law on student fees, the course fees and fees for services that are mandated or permissive, and prohibited practices relative to student fees. Under current law a community college student may only be required to pay a fee if a statute requires it, if a statute specifically authorizes a district to authorize it locally, or if the fee is not in conflict or inconsistent with existing law and not inconsistent with the purposes for which community college districts are established.

The attached proposed student fee schedule is consistent with state law, Title V Regulations and legal opinions of the Chancellor's Office. The student fee schedule proposed is the same as the 2019-20 schedule with the following two exceptions:

Student Health Fee

The **Student Health Fee** will be increased as follows for regular students:

Fall & Spring	\$21.00 per semester (from \$18.00)
Summer & Winter	\$18.00 per session (from \$14.00)

The **Student Health Fee** will be increased as follows for CCPG-A students:

Fall & Spring	\$10.50 per semester (from \$9.00)
Summer & Winter	\$9.00 per session (from \$7.00)

Educational Code Section 76355 provides the governing board of a community college district the option of increasing the student health services fee according to the Implicit Price Deflator for State and Local Governments. Based on calculations by the Financial, Economic, and Demographic Unit in the Department of Finance, the Implicit Price Deflator Index has now increased enough since the last fee increase of 2012 to support this increase in the student health fees.

This increase will allow the District to cover the operational costs of the Student Health Center which has been operating with a deficit for the past three years.

Student Representation Fee

Origin of This Optional Fee

In October 2019, Assembly Bill (AB) 1504 was signed into law, requiring California Community Colleges to collect a student representation fee (SRF) of \$2 per semester. This law went into effect on January 1, 2020, and all students who initially register for classes on or after January 1, 2020 will have this fee imposed.

Importance of this Fee

The focus of this fee is to emphasize the role of community colleges in California as a post secondary institution representing 2.1 million students, in addition to establishing an assurance of the students' role in the shared governance process. This fee provides and enhances access to governance mechanisms for the purpose of effective representation, accountability, and also improving communication, coordination, and collaborative efforts to organize and advocate on issues affecting California Community College students.

COMMITTEE HISTORY

Student Fee Committee	February 12, 2020
Student Affairs Committee	May 20, 2020
College Executive Committee	May 12, 2020

FISCAL IMPACT

Estimated additional revenue of \$100,000 in Student Health Fee
Estimated additional revenue of \$50,000 in Student Representation Fee

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the Student Fee Schedule for the 2020 - 2021 academic year effective Fall 2020.

GLENDALE COMMUNITY COLLEGE DISTRICT
Student Fee Schedule for 2020-21

1	Nonresident Tuition	\$225.00 per unit
2	Enrollment Fee	As required by the State. Current fee set at \$46/unit.
3	Student Parking Fees	
	a. Fall and Spring	\$75.00 per semester
	b. Summer/Winter session	\$45.00 per semester
4	Student Parking Fees - CCPG "A"	
	a. Fall and Spring	\$35.00 per semester
	b. Summer/Winter session	\$20.00 per session
5	Student Service Fee (ASGCC)	\$12.50 per term
6	College Catalog	\$5.00 per book
7	Verification of Enrollment	\$5.00 per form for 3rd and subsequent copies
8	Official GCC Transcript	\$10.00 per copy for 3rd and subsequent copies
9	Rush Service on Transcripts and Verifications of Enrollment	\$5.00 additional fee per copy. Rush Verification of Enrollment \$10 and Rush Transcript \$15.00 for 3rd & subsequent copies
10	GED Test Fee	\$150.00 per battery of five tests or \$30.00 per test
11	Student Picture/Encoded I.D. card	\$10.00 per card
12	Refund Processing Fee	\$10.00 per refund
13	Returned Check	\$30.00 per check
14	International Student (F-1 Visa) Application	\$60.00 per application
15	Health Fee	
	a. Fall and Spring	\$21.00 per semester
	b. Summer/Winter session	\$18.00 per session
16	Health Fee - CCPG "A"	
	a. Fall and Spring	\$10.50 per semester
	b. Summer/Winter session	\$9.00 per session
17	Requested Public Documents	
	a. Duplicated Copies	\$0.10 per page
	b. Typed Copies	\$2.50 double spaced page
	c. Audio-tape Copies	\$3.00 tape plus \$9.94/hr. for staffing
	d. Subpoena	\$15.00 per subpoena
18	International Student (F-1 Visa) Activity Fee	\$25.00 per semester
19	Course Audit Fee	\$15.00 per unit
20	Capital Outlay Fee	\$40.00 per unit
21	Reissue of Stale-Dated or Duplicate Check Fee	\$10.00 per check
22	Student Representation Fee	\$2.00 per semester

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

NEW BUSINESS REPORT NO. 5 - ACTION

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

REVIEWED BY: Anthony Culpepper, Executive Vice President,
Administrative Services

PREPARED BY: Susan Courtney, Director, Business Services

SUBJECT: CHANGE ORDER NO. 002 – SAN RAFAEL
SECOND FLOOR RENOVATION PROJECT

DESCRIPTION OF HISTORY/BACKGROUND

The project will renovate the second floor of San Rafael Building to house the Departments of: Title V, Baja, Governance, CalWORKs, and adjunct offices. The project includes coordination/tie-in of Mechanical, Electrical, and Plumbing (MEP) and new Furniture, Fixtures, and Equipment (FF&E). On December 4, 2019, bids were received for the San Rafael Second Floor Renovation project. The Bid Proposal from Menemsha Development Group was accepted on December 17, 2019. This change order adds as set forth below.

COMMITTEE HISTORY

College Executive Committee May 12, 2020

FISCAL IMPACT

The cost for Change Order No. 002 is \$35,795. Funds are available in Measure GC allocated for this project.

Original contract price	\$2,170,353
Change by previous change orders	\$ 118,024
Contract price prior to this change order	\$2,170,353
Amount contract price increased by this C/O	\$ 35,795
New contract price	\$2,234,172
Original Contingency Reserve	\$ 182,000
Balance Remaining in Contingency Reserve	\$ 28,181

CHANGE IN PROJECT SCHEDULE

Change Order No. 002 includes three days extension of the Contract Time. The Contract Completion Date extends the Contract Time from June 25, 2020 to June 28, 2020.

CHANGE IN PROJECT SCOPE

For the expenses exceeding the statutory amount, approving Change Orders in lieu of procuring through the competitive process will serve the best interest of the district.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve Change Order No. 002 for the San Rafael Second Floor Renovation Project and that the contract price be amended to reflect an increase of \$35,795.

CHANGE ORDER NO. 002 SUMMARY

1. Item No. 1 – Per COP 15. Provide material and labor to patch existing core holes per UL XHEZ.C-AJ-004. \$2,445
2. Item No. 2 – Per COP 017R1. Change finish flooring in CalWorks suite from carpet to LVT. \$10,215
3. Item No. 3 – Per COP 18R1. Relocate condenser from roof-mounted to ground-mounted. (\$2,010)
4. Item No. 4 – Per COP 19. Remove and replace existing 1) shut-off valves; 2) hose bibbs in men's and women's restroom with two new boxed/doorhose. \$3,816
5. Item No. 5 - Per COP 20. Provide and install angled soffits to cover existing steel bracing in conference room 243 per direction in RFI #42. \$2,094
6. Item No. 6 – Per COP 21. Provide and install Mapei High Performance concrete to infill electrical trench per RFI #54. \$2,278
7. Item No 7 – Per COP 22. Replace 2 Type K Lighting Fixtures for 4 Type A's. Replace 2 Type H Lighting Fixtures for 4 Type A's. (\$4,607)
8. Item No 8 – Per COP 23. Added power and data lines in floor and walls per response to RFI #43. \$8,174
9. Item No. 9 – Per COP 24. Items to be provided by District, and installed by Contractor: Automated Paper Towel Dispensers; Seat Cover Dispensers; Toilet Tissue Dispensers and Soap Dispensers. Provide credit for toilet accessories to be provided by District (with exception of soap). Add installation of Soap Dispenser. (\$1,086)
10. Item No 10 – Per COP 25. Prep and paint "NO PARKING" stencil at parking lot area, and Break out cracked section of existing concrete slab at vending machine niche. \$1,960
11. Item No. 11 – Per COP 26. Provide clean-outs at 2 urinals, Men's Toilet. Furr out wall at Changing Table, Women's Toilet. Add 2 ceiling access panels, Toilet Rooms. Provide access panel at removed drinking fountain. 16 ga. Backing straps at 2 1/2" studs in Toilet Room (time extension only). Remove and replace ex. floor drains, Men's and Women's Toilets. \$4,623
12. Item No. 12 – Per COP 29. Remove drinking fountain at 2nd floor entrance, repair stucco, provide access panel to capped utilities, paint stucco. \$3,554
13. Item No. 13 – Per COP 27. In Corridor 202, repair damaged existing drywall; prep and skim-coat remaining walls; add painting to walls not shown on finish schedule. \$4,339

TOTAL FOR CHANGE ORDER NO. 002 \$35,795

GLENDALE COMMUNITY COLLEGE DISTRICT

May 19, 2020

COLLEGE LEADERS REPORTS

TO: Board of Trustees

SUBMITTED BY: David Viar, Superintendent/President

PREPARED BY: Office of the Superintendent/President

ACADEMIC SENATE REPRESENTATIVE TO THE BOARD

Piper Rooney, Academic Senate President

- Senate's elections were conducted in April through Canvas; two Senators At-Large were elected. We welcome returning, veteran Senator At-Large, Paul Mayer, and our newly elected At-Large representative, Hassina Baharloo.
- Senate continues its work to support the faculty and District in preparation for an online summer and fall roster of classes, by carrying a series of Motions to guarantee that the work of the Committee on Distance Education (CoDE), as well as that of the Curriculum and Instruction committee can continue throughout the summer, updating Course Outlines of Record as well as Distance Education Addenda required by the Chancellor's Office.
- CoDE has also increased the number of sections of Introduction to Online Teaching and Learning (IOTL) offered to faculty through the next seven months. This will support our faculty's ability to design and offer high quality online instruction. Our Instructional Designer also continues stellar work supporting faculty in Remote Synchronous Instructional techniques and strategies.
- Senate has also kept its eye on students' rights in terms of privacy, equity, and accessibility, crafting and carrying a series of motions to protect these areas.
- Senate will consider the uses of the CARES moneys during its next sessions, and will address questions of unit overload in short session.
- The Senate Electorate meeting will take place on May 21st, from 12:30-1:30, and will have presentations on Assist and program completion, Credit ESL and AB 705, and a general discussion on the experiences of teaching in this first COVID-19 semester of sequestration.
- We will award our Senate student scholarships, our Exceptional Adjunct Faculty Award, plus the Parker Award in an innovative, creative, and as yet unimagined manner later this semester.

ACADEMIC SENATE REPRESENTATIVE TO THE BOARD - continued

- I would like to thank the Trustees for the exciting honor of serving as their Senate representative over the last three years. It has been a deeply gratifying experience to see your dedication to our students and our institution, and to have the opportunity to collaborate with you all towards GCC's success.
- I would also like to thank the Superintendent/President, Dr. Viar, for his open exchange of ideas, his willingness to listen to the most tenuous interpretations of the 10+1, and for his continued dedication to what is best for our students – the purpose, after all, of our efforts to maintain the high quality of our academic programs.
- I wish the very best of luck to our two new Trustees, Desiree Portillo Rabinov, and Sevan Benlian, and to our incoming Academic Senate President, Roger Dickes.

GUILD REPRESENTATIVE TO THE BOARD

Mr. Roger Bowerman, Guild President

- This Day in Labor History - May 19 1920
While attempting to organize over 3,000 miners in Matewan, West Virginia, the UMWA encountered opposition from the mine owners who hired thugs to “evict miners from company housing.” Sid Hatfield, the labor organizer, worked with the attacked miners to try and preserve their homes. Armed miners were stationed around the town ready to fight the thugs, and then someone fired a shot. In the ensuing firefight that followed 7 thugs, as well as the mayor and 2 miners, were dead. This event came to be known as the Matewan Massacre.
- I write the final Board Communication as President of the Glendale College Guild. The adventure of these last three years will be part of who I am going forward. While I long for a life without the stress and drama that comes with being President of the Guild, I have to admit that it has also been rewarding and fulfilling. I feel proud of my work representing the Guild, and can honestly walk away feeling that our union has grown stronger – in numbers, in its sense of social responsibility, and in its political power in the City of Glendale – during my three years. I can only hope that this growth is, at least in small part, because of my work as President.

There is one area where I know my efforts have had a positive impact. When I was elected three years ago, the underlying sense of distrust and insecurity that existed between the Guild and the Board of Trustees was palpable. Through the support of my Executive Committee – especially my Chief negotiator – we have been able to nurture a relationship of honesty and shared understanding. When I brought forward the book “Getting to Yes” to both the Guild and District negotiating teams – as well as the Board of Trustees – we began a shift of the dynamics of negotiations toward principles of collaboration. With the support of our College President, Dr. Viar, the Guild and the District have developed the trust in one another that has made the transitions necessary to respond to the

GUILD REPRESENTATIVE TO THE BOARD - continued

pandemic possible. Without that sense of collaboration, I honestly don't know how we could have done what was done.

In closing, know that it is my sincere hope that the Glendale College Guild will continue to work to find solutions to issues in a collaborative fashion. The future of our students, our colleagues, our institution, all depend on it.

CSEA REPRESENTATIVE TO THE BOARD

Mr. Narbeh Nazari, CSEA President

- Our Annual Classified Retreat will take place over Zoom and is scheduled to start on Thursday, May 28. The presentations will take place once a week following May 28.
- CSEA's 94th Annual Conference will be held over Zoom. Final nominations will be taken at our May Chapter meeting. A total of 3 delegates will be able to participate in the conference.
- In honor of contributions made to public schools by classified employees, California's Legislature has designated third full week of May as (Classified Employee Week) to honor these contributions.
- Additionally, I would like to congratulate the following newly hired classified employee:
 - Mr. Alexander Michael Gilewski - Physical Science Division - Sr. Instructional Lab Tech

VICE PRESIDENTS

Dr. Anthony Culpepper, Executive Vice President, Administrative Services

- Measure GC Bond/New Funding
GCC continues to move forward with its bond projects during the COVID-19 pandemic. The issuance of Series B Measure GC bonds is moving forward.
- Fiscal Services
GCC is compiling its budget for the 2020-2021 fiscal year. As information is made available, GCC is reviewing its impact on the fiscal planning assumptions. In anticipation of downward pressure on apportionment in the 2020-21 academic year, managers have been directed to reduce their budgets by 7.5% as an initial starting point.
- State Budget Implications
The state is in a test one year. The Governor's Office is considering all reserves as sources to supplement the CCCCO during this COVID19 pandemic. The funds considered are Prop. 2 (rainy day fund). Only 50% can be drawn down from Prop. 2 during any given year. The balance is approximately \$19 billion. SCFF wasn't simulated in a deficit situation; presumptions were made that there would be enough funding.
The hold harmless is still in place. There is language that is being considered that will extend the hold harmless for an additional two years. This will potentially extend the operation cut off to at least 2024 academic year.

VICE PRESIDENTS – continued

Dr. Anthony Culpepper, Executive Vice President, Administrative Services

- State Fiscal Policy Implications
FCMAT is suggesting that the Districts begin to prepare for a negative COLA for 2020-21 and possibly a 10% reduction.
<file:///C:/Users/anthony/Desktop/FCMAT-Fiscal-Alert-Preparing-Budget-Scenarios-for-2020-21.pdf>
- Professional Service
Completed Institutional Effectiveness Partnership Initiative/Partnership Resource Team visit with Cañada College
- Completed Accreditation visit at Lake Tahoe Community College
- Received appointment to the Chancellor's statewide workgroup for the Flexible Learning Outcomes for Workers (FLOW). The initiative is focused on Governor Brown's request for establishing a community college that exclusively offers fully online degree programs to make college more accessible and affordable for non-traditional students.

Dr. Paul Schlossman, Vice President, Student Services

- Thanks to the efforts of our coaches, counselors, and support staff in the Athletics Department and Center for Academic Success in Athletics (CASA), student athletes have retained 94.8% of their spring 2020 enrollment units since the transition to remote instruction in March. Prior to the changeover student athletes were enrolled in a total of 3,798.5 units and since then have maintained their enrollment in 3,602 units to date.
- Fifty-four new incoming student athletes participated in the Recruited Athlete Day – Early College Acceptance Program (RAD-ECAP).
- Career Services continues to provide virtual job placement services for students in partnership with area employers. Most recently Highstreet, the college's consultant for the PeopleSoft 9.2 upgrade, interviewed qualified students for hire as paid computer science interns.
- Student Outreach Services (SOS) sponsored a successful spring 2020 Early College Acceptance Program (ECAP) for graduating high school students. Four hundred and thirty-eight students from twenty-four area high schools participated in this year's program that was converted to an online format including virtual counseling workshops due to the COVID-19 crisis.
- In response to continuing strong interest from area high school students, the SOS/Dual Enrollment program in collaboration with Instructional Services will be offering 16 dual enrollment classes during the 2020 summer session.
- The Scholarship Office received 1,426 scholarship applications for the spring 2020 award process. Three hundred and fifty-four students have been selected to receive \$167,405 in scholarships to date as the awards process will continue through June.
- The Student Activities Office has hosted 35 virtual educational and social events during the past month that have been attended by more than 1,500 students.
- More than 92% of student clubs that registered prior to the COVID-19 closures have remained active in the Inter-Organizational Council (IOC) and are hosting virtual meetings and events for the student body.

VICE PRESIDENTS – continued

Dr. Paul Schlossman, Vice President, Student Services

- The Student Affairs Office hosted the second drive-through food pantry event in partnership with the Los Angeles Regional Food Bank. Coordinated by Andre Manukyan, Student Services Program Coordinator, and supported by more than 60 college employees and student volunteers, the event served 1,598 needy families.
- Coordinated by the Student Affairs Office, more than 400 students have participated in the COVID-19 Basic Needs Crisis intake process. Students have received approximately \$75,000 in emergency support in the form of grocery store gift cards to assist with their immediate food needs.

Dr. Michael Ritterbrown, Vice President, Instructional Services

- The resilience, dedication, and innovation on the part of GCC faculty has allowed us to continue to offer a full range of classes, including in particularly challenging areas such as music performance, dance, welding, and the sciences.
- Nursing faculty are using new virtual simulation platforms for the clinical portion of the curriculum.
- Flight instructors used college airplanes to record video of actual in-flight lessons at and near our home airport. The video was professionally edited and used with flight lab students.
- Machine Technology faculty are using software such as "Camtasia" and "Immerse2Learn" to enhance remote synchronous instruction. Instructors are videotaping manual machine lessons in the GCC shop to enhance remote lectures.
- Concert Singers students have recorded their videos singing and are working with Recording and Mixing class to produce a virtual choir video. They will continue this coordination in Fall, when a local LA area composer will compose a piece for the GCC Concert Singers to record virtually.
- Media Arts students successfully gained remote access to all of the TV studio control room stations and are switching live, creating graphics, running audio, and directing live remote production. Students are being trained and operating the GCC equipment and gear in the GCC TV Studio Control Room via TeamViewer (software that allows remote/access and control to computer systems.) Students work as a team to direct, produce, run audio, live switch, Assistant Direct, and create/run real time live graphics, serve as camera operators and talent (via their cellphones and cellphone microphones) on original programming – all from home.
- I addressed the faculty in the scheduled Zoom faculty meeting to help them understand what we have learned from the current crisis, what we can expect from the months to come, and how we can best prepare ourselves for the challenges we will continue to face.
- I participated in the online student forum to address questions about the current health crisis and what students might be able to expect in the future.
- Technology distribution continues on both the Verdugo and Garfield campuses. Devices distributed include laptops, Chromebooks, iPads, and hotspots.

VICE PRESIDENTS – continued

Dr. Michael Ritterbrown, Vice President, Instructional Services

- Our distance education team continues to offer robust faculty development to help instructors adapt and flourish in our current remote environment. In addition to online workshops, our trainers will offer the opportunity for an additional 490 faculty members to become certified to teach fully online courses.

Dr. Victoria Simmons, Vice President, Human Resources

- COVID 19-Related Matters:
 - o Collaborated with Guild leadership to develop memorandums of understanding (MOUs) regarding:
 - Addressing COVID-19 Summer 2020
 - Distance Education
 - Summer Governance Work
 - o Through Keenan Safe Colleges online professional development module, assigned job-related trainings to 29 employees in higher risk populations and/or those minimal remote work. Fulltime employees are required to complete three to five trainings per day; part-time employees are required to complete two to three trainings per day. Human Resources staff has assisted with enrollment, technology-related issues, and report generation to track assignment completion.
- CPSHR Classification Study: 70+ classified classifications will undergo review in the final phase of the classification study (Phase III). Virtual orientation sessions regarding Phase III to commence the week of May 18-22, 2020. Review of Phase II reports and recommendations with CSEA continues.
- Partnered with Keenan and Associates to draft, revise, and finalize GCCD's Injury and Illness Prevention Plan (IIPP) as required by CalOSHA
- Negotiations Update
 - o CSEA
 - Tentative Agreements out to membership for ratification and then to BOT for recommended adoption
 - o Guild
 - Tentative Agreements out to membership for ratification and then to BOT for recommended adoption
 - o Guild/District Spring 2020 Ancillary Duties Task Force
 - Bi-weekly meetings commenced to review and craft revisions to contract language
- Attended:
 - o Chairs meeting to discuss updating employee contact information and recruitments
 - o The Importance of Equity Minded Virtual Practices
 - o CCCCCO Emergency Planning Covid-19 Weekly Webinar (3)
 - o Building Workforce Diversity
 - o Online Support as an Antiracist Practice
 - o Preparing for the Fall
- Talent Acquisition (Recruitment) Updates:
 - o Faculty: 6 Fulltime faculty recruitments
 - o Classified: 9 recruitments
 - o Administrators and Confidentials: 4 recruitments

VICE PRESIDENTS – continued

Dr. Victoria Simmons, Vice President, Human Resources

- Human Resources Information Systems (HRIS) and Cloud-Based Software Solutions
 - o Oracle began efforts to validate and scrub:
 - Employee contact information
 - Supervisor/employee reporting structure
 - TB assessment completion
 - Bi-lingual stipend eligibility
 - o For over ten years, GCCD has utilized the cloud-based software NeoGov for its applicant tracking system (ATS) and classification (job description) repository. The ATS is used for vacancy requisitions, vacancy postings, online applications, applicant interview scheduling, hiring committee application review and ranking, selection, and hiring-process documentation repository. In conjunction with NeoGov, began exploration of cloud-based software solutions including:
 - E-onboarding/offboarding (Onboard)
 - E-personnel files and general e-form development application (E-forms)
 - E-performance management software solution for all employee categories (Perform)
 - o In conjunction with Information Technology Services, began exploration of cloud-based software solutions:
 - E-fax software solution to end reliance on hardcopy faxes and fax machines to support remote work environment
 - PeopleSoft demonstration request – for migration of HRIS module from Oracle to PeopleSoft

ASSOCIATED STUDENTS OF GLENDALE COMMUNITY COLLEGE

Ms. Sune Aghakian, Student Trustee

- No report provided.

BOARD OF TRUSTEES

Ms. Yvette Davis, President

- ZOOM meetings:
 - Silver Lake Chamber of Commerce Mixer 4/23
 - Armenian Genocide Candle light memorial 4/23
 - Armenian Genocide Candle light memorial 4/24
 - LACSTA Executive Board 5/1
 - LACSTA General Meeting 5/4
 - GCC Town Hall with Congressman Adam Schiff 5/5

Dr. Armine Hacopian, Vice President

- Participated in three CCLC Zoom webinars on Thursdays since last board meeting.
- GCC Town Hall with Congressman Adam Schiff 5/5

BOARD OF TRUSTEES - continued

Ms. Ann Ransford, Clerk

- Trustee Weekly Webinar Series: Responding to COVID-19 – 4/23, 4/30, 5/7, 5/14
- League's Government Relations Webinar – 4/21, 5/19
- GCC Town Hall with Congressman Adam Schiff 5/5
- CCCT Annual Business Meeting 5/4
- California Community Colleges Town Hall 4/22
- SCFF Taskforce – 4/24, 5/8