



NOTICE OF REGULAR MEETING

April 13, 2022 | 1:00 p.m.

District Board Room
Student and Administrative Service Building, Oroville, CA

Butte College is a student-centered learning institution which provides quality education and support services that are continuously evaluated and improved, to prepare students to be productive members of a diverse, sustainable, and ever-changing global society. We provide career and transfer pathways for students to become life-long learners and critical thinkers through the mastery of basic skills, workforce training, and the achievement of degrees and certificates.

AGENDA

Call to Order

Ms. Julie Boss, President
Mr. Rick Krepelka, Vice President
Mr. Eugene Massa, Clerk
Mr. John Blacklock
Mr. Mike Boeger
Mr. John Dahlmeier
Mr. William McGinnis
Ms. Margarita Vasquez, Student Trustee

Pledge of Allegiance to the Flag

1. **Agenda Approval**

2. **Personnel**

Probationary Faculty Tenure Recommendations, 2021-22	Action	22-8265
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3. **Spotlight Presentation**

Cyber Security Degree and Women Coders

4. **Board Committee Appointments**

June 2022 Planning Retreat Committee

5. **Communications from the Public – Consent Agenda**

This time is set aside for comments on the Consent Agenda. The Board may undertake discussion only to provide clarification to the public or schedule a matter for a future meeting.

In accordance with *BP 2350 Speakers*, each speaker will be allowed a maximum of five (5) minutes per topic, thirty (30) minutes maximum for public speakers on any one subject, regardless of the number of speakers

6. **Approval of Consent Agenda**

Approval of Minutes March 9, 2022	Action	
Approval of Minutes March 21, 2022 (Special)	Action	
Approval of Minutes March 28, 2022 (Special)	Action	
Approval of Minutes March 29, 2022 (Special)	Action	
Approval of Warrants	Action	22-8266
Ratification of Contracts	Action	22-8267
Awarded Grants during the Quarter Ending March 31, 2022	Information	22-8268
Approval of Out of State Student Travel – Ashland, OR	Action	22-8269

Faculty Using Accumulated Load Bank	Action	22-8270
Approval and/or Ratification of Personnel Actions	Action	22-8271
<u>Management</u>		
<i>Employment, reclassifications</i>		
<u>Academic</u>		
<i>Employments, assignments</i>		
<u>Classified</u>		
<i>Employments, reclassifications, lateral transfers, out-of-class, temp increase</i>		
<u>Temporary Employees</u>		
<i>Substitutes, short term/seasonal, Professional experts, volunteers/interns</i>		

7. **Information-Reports**

- Academic Senate President's Report
- Classified Senate President's Report
- Student Trustee Comments
- Superintendent/President's Report
- Board Comments

8. **Communications from the Public**

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Members of the community and employees wishing to address the Board of Trustees are asked to complete a "Public Comment" card and submit it to the Board's Executive Assistant prior to the start of open session.

In accordance with *BP 2350 Speakers*, each speaker will be allowed a maximum of five (5) minutes per topic, thirty (30) minutes maximum for public speakers on any one subject, regardless of the number of speakers

9. **Contracts**

Approval of Contracts	Action	22-8272
Approval of Contract to Purchase Apple Hardware and Services from Apple Inc. utilizing the Education/State & Local Government Purchase Agreement Number 12987 (CCN 4060)	Action	22-8273
Approval of Contract Award for Special Services to Procure Master Data Management Software Maintenance Services to YOUNITE, Inc.	Action	22-8274
Approval to Purchase LED Lighting Fixtures from GonLED utilizing the CollegeBuys/CSU Consortium Master Services Agreement No. 00004707	Action	22-8275
Approval to Purchase Furniture from Krueger International utilizing the Foundation for California Community Colleges Contract No. CB-145-18	Action	22-8276
Approval of Sole Source Procurement Contract to Purchase Software Development and Maintenance Services for eTranscript California from XAP Corporation	Action	22-8277
Approval of Contract Award for Bid Facilities Planning and Management Building and Custodial Storage Building HVAC Upgrades	Action	22-8278
Approval of Contract Award for Bid Bi-Polar Ionization HVAC Air Treatment Project	Action	22-8279

10. **Finance**

Adoption of Resolution 809: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn, Counties California) Election of 2016 General Obligation Bonds (Measure J), Series C, and Actions Related Thereto	Action	22-8280
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Adoption of Resolution 810: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2002 General Obligation Refunding (Measure A) Bonds	Action	22-8281
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11. Administration

Proposed Revisions, Review, and Adoption of Board Policies	Information	22-8282
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12. Superintendent/President Search

Approval of Employment Contract for Superintendent/President	Action	22-8283
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13. Future Dates

May 18, 2022	Regular Meeting	Main Campus	1:00 p.m.
May 27, 2022	Commencement	Cowan Stadium	7:00 p.m.
June 29, 2022	Special Meeting	Main Campus	9:00 a.m.
June 29, 2022	Regular Meeting	Main Campus	3:00 p.m.

14. Closed Session

The Board of Trustees of the Butte-Glenn Community College District will adjourn to closed session under authority of Government Code Section 54954.5 to conduct the following business:

Pursuant to Government Code Section 54957:

- a. EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT

Pursuant to Government Code Section 54956.95:

- b. LIABILITY CLAIM – Update on claims filed against the District
Claimant: Susan Dawson
Agency: Butte-Glenn Community College District
- c. LIABILITY CLAIM – Update on claims filed against the District
Claimant: Donald Finkbiner
Agency: Butte-Glenn Community College District

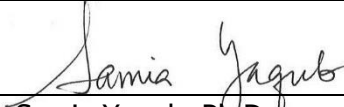
15. Adjournment

For Information concerning this Agenda, please contact:
Butte College President's Office, 3536 Butte Campus Drive, Oroville, CA 95965 (530) 895-2484
Persons requiring disability accommodation, please notify this office 48 hours prior to the scheduled meeting.
Meetings are held in wheelchair accessible locations.

Any public records distributed to the Board of Trustees less than 72 hours in advance of the meeting, and relating to an open session item, are available for public inspection at the Office of the President during normal business hours.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Probationary Faculty Tenure Recommendations, 2021-2022	Item No: 22-8265 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Instruction	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Virginia L. Guleff Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Under the provisions of the Butte College California Teachers Association/Butte College Education Association (CTA/BCEA) Contract Sections 6.60 6.6.10F.3.b and Sections 6.10-6.10.4.E.3b, probationary faculty members were evaluated prior to February 1, 2022. Those evaluations were submitted by the Evaluation Team for each probationary faculty member to the Leave, Tenure and Professional Advancement Committee (LTPA) with recommendations regarding each individual faculty member's employment status for the next year. The LTPA Committee submitted its recommendations to the Superintendent/President.

Upon review of these recommendations, the Superintendent/President, in accordance with Education Code Sections 87607-87609, makes recommendations to the Governing Board regarding continued employment of probationary faculty members, and the Board acts at its discretion.

Status

The Superintendent/President has reviewed the recommendations of the LTPA Committee and makes the following recommendations to the Governing Board.

Recommendation

The Superintendent/President recommends that the following fourth-year, third contract, probationary faculty members be granted tenure effective Fall 2022:

Ripandeeep Aulakh – Mathematics

Jennifer Charles-Tollerup – Agriculture Production

Mandeep Grewal – Biological Sciences

Julie Jenks – Biological Sciences

Kim Kirkwood – Cosmetology

Sarah McArthur – Chemistry

Rita Nutsch – Mathematics

Angela Ohland – Communications Studies

Russell Pitter – Welding

Amanda Runyan – English

Henry Sanchez – Disabilities Specialist

Melody Schmid – Biological Sciences

Sara Smallhouse – Art History

Robert Snelling – Head Football Coach

Serey Vann – Counselor

Bobby Walden – Veterans Counselor

Mark Wilpolt – Mathematics

MINUTES OF REGULAR MEETING

March 9, 2022

The Board of Trustees of the Butte-Glenn Community College District met on Wednesday, March 9, 2022 at 1:00 PM, at the Butte College Skyway Center in Chico, California.

Board Members Present Ms. Julie Boss, President
Mr. Rick Krepelka, Vice President
Mr. Eugene Massa, Clerk
Mr. John Blacklock
Mr. Mike Boeger
Mr. John Dahlmeier
Mr. William McGinnis
Ms. Margarita Vasquez, Student Trustee

Board Member Absent None

Staff Members Present Dr. Samia Yaqub, Superintendent/President
Ms. Virginia Guleff, Vice President
Dr. Peter Gitau, Vice President
Mr. Greg Stoup, Vice President
Mr. Andy Suleski, Vice President
Ms. Shannon McCollum, Chief of Staff
Dr. Robert White, Academic Senate President
Mr. Peter Dahl, Classified Senate President
Ms. Denise Adams, Dean of Instruction
Ms. Kam Bull, Dean of Instruction
Mr. Casey Carlson, Chief of Police
Ms. Lisa DeLaby, Director Institutional Advancement
Ms. Kim Jones, Director Facilities Planning & Management
Mr. Steve Klein, Director Statewide Programs, Tech Center
Mr. Craig Kielb, Automotive Tech Instructor
Ms. Christie Lee, Supervisor Facilities Planning & Mgmt
Mr. Chris Little, Ex Director of HR
Ms. Jeannie Lybbert, Interim Director of Financial Aid
Ms. Tammara Shinar, Dean Student Services
Mr. David Shippen, Director Statewide Programs, Tech Center

Guests Mr. Ryan Bentz, Candidate for Superintendent of Glenn Co. Schools

Pledge of Allegiance to the Flag

Trustee Krepelka led the Pledge of Allegiance to the Flag.

1. **Agenda Approval**

It was moved by Trustee Blacklock, seconded by Trustee Dahlmeier, to approve the agenda as presented.

Motion carried unanimously. Student Trustee – aye.

2. **Communications from the Public – Consent Agenda Items**

There were no public comments.

3. **Approval of Consent Agenda, Item 22-8252 to 22-8262**

Board President Boss would like to amend the February 16, 2022 minutes, to add under Election of Board Member Item 22-8237, "There is a flaw in the redistricting process when the process removes a Trustee from an underrepresented Glenn County population," to her comments.

It was moved by Trustee McGinnis, seconded by Trustee Massa, to approve the consent agenda as amended. Motion carried unanimously. Student Trustee – aye.

4. **Information Reports**

Academic Senate President's Report – Robert White

Dr. White stated Academic Senate appointed two new faculty to the senate. Senate is deliberating a change to their constitution on who can propose changes. There will be forums in the Spring dedicated to HSI Institutions.

Classified Senate President's Report – Peter Dahl

Mr. Dahl stated Classified Professional Day will be in person on May 31.

Trustee Boeger acknowledged Mr. Dahl's retirement and stated it was a pleasure working with him over the years.

Student Trustee Comment – Margarita Vasquez

Ms. Vasquez stated this is Women's History Month. She updated the Board on campus events including a plant sale, Earth Day events, and Decolonize! Week, formerly Diversity Days.

Superintendent/President's Report – Dr. Samia Yaqub

Dr. Yaqub updated the Board on the positive accreditation site visit. She noted there were two areas for improvement: staying current on employee evaluations and updating policies and procedures. The official report will be sent in a few weeks. Butte College applied for a Student Housing Grant with Chico State. The grant for \$500,000 to do a feasibility student on building dorms for Butte College students on the Chico State campus is on the list of projects that the Department of Finance is recommending funding. Dr. Yaqub congratulated the Women's Basketball and Softball teams on their amazing season this year. Women's Basketball is in the Elite Eight and Women's Softball is 19-1 and starting conference play March 18. Dr. Yaqub acknowledged Tray Robinson, Inclusion Diversity Equity & Anti-Racism Officer, for a published article in the Statewide Academic Senate Winter 2022 issue of Rostrum. She let the Trustees know about the upcoming Diversity Speaker Series.

Board Comments

Trustee Boeger stated if he had been present at the February 25, 2022 meeting, he would have voted positively on redistricting and map 101C Revised. He stated it's great to have a positive accreditation report. Trustee Boeger also stated a need to invest in ideas, buildings, and programs to build enrollment. Trustee McGinnis would like the district to look into funding for the local bus system (BCAD) for students. He also mentioned that in the Governor's State of State speech, the governor mentioned funding for community colleges for all students to attend for free. Trustee Blacklock commended Lisa DeLaby and her staff for a successful Spring Gala. He also stated the Accreditation experience was positive. Trustee Krepelka would like to revisit Board Policy 2900: COVID-19 Vaccinations as COVID numbers have changed. Trustee Boss stated over \$89,000 was raised at the Spring Gala. She stated it was a joyful event. Trustee Massa thanked staff for the Brown Act handbook. He stated it was nice to socialize again at the Spring Gala. Trustee Dahlmeier thanked VP Virginia Guleff for her hard work on the accreditation process.

5. **Communications from the Public – Items Not on the Agenda**

Ryan Bentz introduced himself as a candidate for the Superintendent of Glenn County Schools.

6. **Contracts**

Approval of Contract to Purchase Information Technology Services from Veridion Security, Inc. Utilizing California Multiple Award Schedule Number 3-18-70-3410B, Item 22-8263

It was moved by Trustee Krepelka, seconded by Trustee Dahlmeier, to approve the purchase of the required information technology services from Veridion Security, Inc., utilizing CMAS Number 3-18-70-3410B, per the terms of this CMAS, for the term of July 1, 2022 through June 30, 2023, in the amount not to exceed \$1,175,000.00 and authorize District staff to execute the necessary contract documents related to the purchase of information technology goods and services from Veridion Security, Inc. in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried unanimously. Student Trustee – aye.

7. **Administration**

California Community College Trustees (CCCT) Board Member Election, Item 22-8264

Dr. Yaqub stated a list of candidates for the 2022 election of the CCCT Board is presented to the Board for review.

It was moved by Trustee McGinnis, seconded by Trustee Boeger, to cast the following ballot for candidates for election to the CCCT Board of Directors: Kenneth Brown, Mary Strobridge, Danny Kelley, and Juan Delgado.

Motion carried unanimously. Student Trustee – aye.

Approval to Change the Location of the August and September 2022 Meetings of the Board of Trustees, Item 22-8265

It was moved by Trustee Boeger, seconded by Trustee Blacklock, to approve the location change of the August 10, 2022 meeting to the new Glenn County Center and the September 14, 2022 meeting to the Main Campus.

Motion carried unanimously. Student Trustee – aye.

Request to Rescind Resolutions 778 and 789 Authorizing the Superintendent/President Emergency Authority due to Fire and Public Health, Item 22-8266

It was moved by Trustee Boeger, seconded by Trustee Massa, to rescind Resolutions 778 and 789 authorizing the Superintendent/President emergency authority due to fire and public health.

Motion carried unanimously. Student Trustee – aye.

8. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District met in closed session under authority of Government Code Section 54954.5.

Board President Boss reported there was no reportable action.

9. **Adjournment**

Board President Boss adjourned the meeting at 2:15 PM.

MINUTES OF SPECIAL MEETING

March 21, 2022

The Board of Trustees of the Butte-Glenn Community College District met on Monday, March 21, 2022 at 9:00 AM, via teleconference.

Board Members Present Ms. Julie Boss, President (via teleconference)
Mr. Rick Krepelka, Vice President (via teleconference)
Mr. Eugene Massa, Clerk (via teleconference)
Mr. John Blacklock (via teleconference)
Mr. Mike Boeger (via teleconference) arrived at 9:10am
Mr. John Dahlmeier (via teleconference)
Mr. William McGinnis (via teleconference)

Board Member Absent None

Staff Members Present Ms. Shannon McCollum, Chief of Staff (via teleconference)

Guests Mr. Jim Riggs, PPL Consultants (via teleconference)

Pledge of Allegiance to the Flag

Trustee McGinnis led the Pledge of Allegiance to the Flag.

1. **Agenda Approval**

It was moved by Trustee Dahlmeier, seconded by Trustee Massa, to approve the agenda as presented.

Motion carried unanimously. Trustee Boeger was not present for the vote.

2. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District met in closed session under authority of Government Code Section 54954.5.

Board President Boss reported there was no reportable action.

3. **Adjournment**

Board President Boss adjourned the meeting at 9:42 AM.

MINUTES OF SPECIAL MEETING

March 28, 2022

The Board of Trustees of the Butte-Glenn Community College District met on Monday, March 28, 2022 at 9:15 AM, in the Board Room at Butte College in Oroville, California

Board Members Present Ms. Julie Boss, President
Mr. Rick Krepelka, Vice President
Mr. Eugene Massa, Clerk
Mr. John Blacklock
Mr. Mike Boeger
Mr. John Dahlmeier
Mr. William McGinnis

Board Member Absent None

Staff Members Present Mr. Chris Little, Executive Director Human Resources
Ms. Shannon McCollum, Chief of Staff

Guests None

Pledge of Allegiance to the Flag

Trustee Blacklock led the Pledge of Allegiance to the Flag.

1. **Agenda Approval**

It was moved by Trustee Massa, seconded by Trustee McGinnis, to approve the agenda as presented.

Motion carried unanimously.

2. **Communications from the Public**

There were no public comments.

3. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District met in closed session under authority of Government Code Section 54954.5.

Board President Boss reported there was no reportable action.

4. **Adjournment**

Board President Boss adjourned the meeting at 12:12 PM.

MINUTES OF SPECIAL MEETING

March 29, 2022

The Board of Trustees of the Butte-Glenn Community College District met on Monday, March 29, 2022 at 9:00 AM, in the Board Room at Butte College in Oroville, California

Board Members Present Ms. Julie Boss, President
Mr. Rick Krepelka, Vice President
Mr. Eugene Massa, Clerk
Mr. John Blacklock
Mr. Mike Boeger
Mr. John Dahlmeier
Mr. William McGinnis

Board Member Absent None

Staff Members Present Mr. Chris Little, Executive Director Human Resources
Ms. Shannon McCollum, Chief of Staff

Guests None

Pledge of Allegiance to the Flag

Trustee Krepelka led the Pledge of Allegiance to the Flag.

1. **Agenda Approval**

It was moved by Trustee Blacklock, seconded by Trustee Dahlmeier, to approve the agenda as presented.

Motion carried unanimously.

2. **Communications from the Public**

There were no public comments.

3. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District met in closed session under authority of Government Code Section 54954.5.

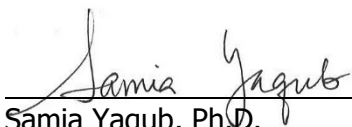
By a unanimous vote, the Board of Trustees selected a candidate for the Superintendent/President position and provided direction to Board President Boss to negotiate a contract with that candidate on behalf of the Board of Trustees.

4. **Adjournment**

Board President Boss adjourned the meeting at 11:25 AM.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Warrants	Item No: 22-8266 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Finance	Action <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Information <input type="checkbox"/> Consent <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

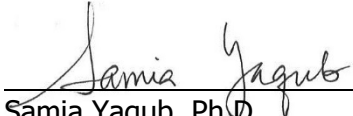
It is recommended that the Board of Trustees approve the vendor, payroll, and financial aid warrants for the period of February 22, 2022 to March 27, 2022.

Type of Warrant	Check/Voucher Sequence	Total
Vendor	680700 - 681745	\$ 8,446,704.56
Payroll	526100 – 526222	\$ 3,817,230.02
Financial Aid	358408 – 361664	\$ 3,861,569.51

Warrant registers are available for review in the Business Office.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Ratification of Contracts	Item No: 22-8267 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Pursuant to Board Policy 6340, the Board has delegated the authority to enter into contracts on behalf of the District to the Superintendent/President or designee. Contracts made pursuant to such delegation are not enforceable obligations until the Board ratifies them.

Status

The attached Contracts Ratification Report represents contracts entered into on behalf of the District during the month of March 2022. The Superintendent/President or Vice President for Administration has executed the necessary documents.

Recommendation

It is recommended that the Board of Trustees ratify the contracts presented on the attached Contracts Ratification Report.

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
March 2022

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
5/17/22	5/22/22	42nd District Agricultural Association dba Glenn County Fair	Booth rental agreement to recruit students and provide college materials	(\$300.00)	Unrestricted General	Recruitment & Outreach	Gitau
7/1/22	6/30/25	Butte Home Health and Hospice	Clinical Experience Agreement	\$0.00	N/A	Nursing	Guleff
7/1/22	6/30/25	Windchime of Chico	Clinical Experience Agreement	\$0.00	N/A	Nursing	Guleff
7/1/22	6/30/24	Arbor Post Acute LLC	Clinical Experience Agreement	\$0.00	N/A	Nursing	Guleff
7/1/22	6/30/24	California Park Rehab Center	Clinical Experience Agreement	\$0.00	N/A	Nursing	Guleff
7/1/22	6/30/25	Orchard Hospital	Clinical Experience Agreement	\$0.00	N/A	Nursing	Guleff
7/1/22	6/30/24	Penn Valley Fire Protection District	Clinical Experience Agreement	\$0.00	N/A	EMS	Guleff
2/17/22	2/17/22	David Goodson	Facilitate Workshop The Black Church in Today's World for Black History Month Event	(\$150.00)	Restricted General	Student Equity	Gitau
2/22/22	2/22/22	Cole Morales	Natives in Higher Education Panel	(\$150.00)	Restricted General	Student Equity	Gitau
2/22/22	2/22/22	Madison Esposito	Natives in Higher Education Panel	(\$150.00)	Restricted General	Student Equity	Gitau
3/1/22	3/1/22	Mirtha de la Torre	Latinx Professionals in Nursing for Diversity Speaker Series HSI	(\$500.00)	Restricted General	Student Equity	Gitau
3/1/22	3/1/22	Claudia Ruiz	Latinx Professionals in Nursing for Diversity Speaker Series HSI	(\$500.00)	Restricted General	Student Equity	Gitau
3/16/22	3/16/22	Conner Wenzel	Virtual Safe Zone training during Classified Professional's Week	(\$450.00)	Unrestricted General	Professional Development	Guleff
3/24/22	3/24/22	Dellavalle Laboratory, Inc.	Latinx Professionals in Agriculture Presentation	(\$500.00)	Restricted General	Student Equity	Gitau
4/4/22	4/4/22	Ancestral Liberation Firm	Keynote Speaker for Decolonize Days Event	(\$6,000.00)	Unrestricted General	Student Equity	Gitau
4/4/22	4/4/22	Conner Wenzel	Safe Zone training for Decolonize Days Event	(\$450.00)	Unrestricted General	Student Equity	Gitau
4/5/22	4/5/22	Russell Jeung	Presentation for Decolonize Days Event	(\$2,000.00)	Restricted General	Student Equity	Gitau
4/5/22	4/5/22	Jessica Rojas	Supporting Invisible Migrant Workers for Decolonize Days Event	(\$150.00)	Unrestricted General	Student Equity	Gitau
4/5/22	4/5/22	Gerson Cortes Palacios	Allyship Under Threat, How Your Privilege Can Be Taken Away for Decolonize Days Event	(\$4,000.00)	Unrestricted General	Student Equity	Gitau
4/6/22	4/6/22	Stacey Lo	Art, Activism and Decolonizing Workshop for Decolonize Days Event	(\$800.00)	Unrestricted General	Student Equity	Gitau
4/6/22	4/6/22	Institute for Democratic Education and Culture dba SpeakOut	Keynote Speaker Adrienne Keene for Decolonize Days Event	(\$6,000.00)	Unrestricted General	Student Equity	Gitau
4/7/22	4/7/22	Dustin Gibson	Keynote Presentation for Decolonize Days Event Building a Movement of Disability Justice	(\$4,815.00)	Unrestricted General	Student Equity	Gitau
4/8/22	4/8/22	Deer Park Counseling & Consulting	Facilitate Workshop Harm Reduction for Helping Professionals	(\$1,500.00)	Unrestricted General	Student Equity	Gitau
4/13/22	4/13/22	Devjani Banerjee-Stevens	Presentation on mental health during Transpose Event	(\$500.00)	Fiduciary	Student Life	Gitau
4/13/22	4/13/22	Phoenix Nest Community Project	Facilitated Sound Bath Sessions during Transpose Event	(\$700.00)	Fiduciary	Student Life	Gitau
4/19/22	4/19/22	Jose Gonzalez	Environmental Justice for Diversity Speaker Series	(\$2,600.00)	Unrestricted General	Student Equity	Gitau
2/1/22	6/30/22	Stonewall Alliance	Develop training modules to provide mandatory training for Resource Family Approval participants	(\$4,500.00)	Restricted General	Foster & Kinship Care	Gitau
3/22/22	6/30/22	Marie McSpadden	Consulting Services for Title IV Compliance	(\$32,500.00)	Unrestricted General	Instruction	Guleff
3/10/22	6/30/22	Santa Clarita Community College District	IEPI Partnership Resource Team Organization Participation Certification Form faculty participation term 4/11/19-6/30/21	\$0.00	N/A	Education, Child, and Family Studies	Guleff
2/23/22	3/11/22	MC2 Design Group, Inc.	IDEA table coverings with department logo	(\$569.93)	Unrestricted General	IDEA	Yaqub
10/1/21	6/30/22	MC2 Design Group, Inc.	Outreach marketing for BC Roadrunner Hub highlighting CALFresh	(\$33,156.60)	Restricted General	Financial Aid	Gitau
2/21/22	2/20/25	PrestoSports LLC	Setup and Hosting a Website for Athletics	(\$9,766.41)	Unrestricted General	Health, Kinesiology, Athletics	Guleff

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
March 2022

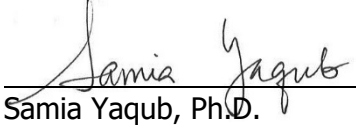
Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
3/1/22	6/30/22	JA Media Group	Livestream Consulting & Technician Services to provide equipment and personnel to livestream athletic events	(\$5,000.00)	Unrestricted General	Health, Kinesiology, Athletics	Guleff
3/7/22	6/30/22	Strata Information Group, Inc.	Functional Consulting Colleague Student, Support and Consulting	(\$26,400.00)	Restricted General	Admissions & Records	Gitau
3/10/22	3/10/27	Mian Shahbaz dba H&S World Wide Inc	International Recruiting Agent	(\$700.00)/student x 2 semesters	Unrestricted General	International Program	Gitau
3/22/22	6/30/22	State of California Commission on Peace Officer Standards & Training	EVOC training services	\$15,345.00	Capital	Public Safety Education & Training	Guleff
3/9/22	11/30/22	Humboldt State University Sponsored Programs Foundation	Subaward Agreement Amendment Portable Assistance 2020-21 extending Term	\$0.00	Restricted General	Small Business Development Center	Guleff
2/6/22	12/31/23	Abernathy VM-Services LLC	Utility Line Clearance Pre-Inspector Pilot Training Project	(\$53,246.00)	Restricted General	Contract Education	Guleff
2/1/22	6/30/22	Arbor Global LLC	Utility Line Clearance Pre-Inspector Pilot Training Project	(\$49,725.00)	Restricted General	Contract Education	Guleff
1/31/22	12/31/23	Lakeside Environmental Consultants LLC	Utility Line Clearance Pre-Inspector Pilot Training Project	(\$92,280.00)	Restricted General	Contract Education	Guleff
2/6/22	12/31/23	CN Utility Consulting LLC	Utility Line Clearance Pre-Inspector Pilot Training Project	(\$81,360.00)	Restricted General	Contract Education	Guleff
2/26/22	3/1/22	Lares Research	Employer Participation Agreement Employment Training Panel (ETP) Project	(\$3,000.00)	Restricted General	Contract Education	Guleff
2/26/22	3/1/22	Golden Valley Bank	Employer Participation Agreement Employment Training Panel (ETP) Project	(\$6,100.00)	Restricted General	Contract Education	Guleff
2/26/22	3/1/22	The Original Mowbray's Tree Service, Inc	Employer Participation Agreement Employment Training Panel (ETP) Project	(\$4,000.00)	Restricted General	Contract Education	Guleff
3/25/22	6/30/24	Big Valley Unified School District	K12 Strong Workforce Program Grant Agreement	(\$29,456.00)	Restricted General	North Far North Regional Consortium	Guleff
3/14/22	6/30/24	East Nicolaus Joint Union High School District	K12 Strong Workforce Program Grant Agreement	(\$952,774.00)	Restricted General	North Far North Regional Consortium	Guleff
3/14/22	6/30/24	Folsom Cordova Unified School District	K12 Strong Workforce Program Grant Agreement	(\$836,944.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Gateway Unified School District	K12 Strong Workforce Program Grant Agreement	(\$42,084.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Humboldt County Office of Education	K12 Strong Workforce Program Grant Agreement	(\$840,267.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Lake Tahoe Unified School District	K12 Strong Workforce Program Grant Agreement	(\$688,220.00)	Restricted General	North Far North Regional Consortium	Guleff
3/14/22	6/30/24	Middletown Unified School District	K12 Strong Workforce Program Grant Agreement	(\$267,200.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Nevada Joint Union High School District	K12 Strong Workforce Program Grant Agreement	(\$579,296.00)	Restricted General	North Far North Regional Consortium	Guleff
3/14/22	6/30/24	Plumas Charter School	K12 Strong Workforce Program Grant Agreement	(\$292,320.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Shasta Union High School District	K12 Strong Workforce Program Grant Agreement	(\$473,680.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Trinity Alps Unified School District	K12 Strong Workforce Program Grant Agreement	(\$316,023.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Twin Rivers Unified School District	K12 Strong Workforce Program Grant Agreement	(\$704,439.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Western Placer Unified School District	K12 Strong Workforce Program Grant Agreement	(\$46,989.00)	Restricted General	North Far North Regional Consortium	Guleff
3/25/22	6/30/24	Yuba City Unified School District	K12 Strong Workforce Program Grant Agreement	(\$99,254.00)	Restricted General	North Far North Regional Consortium	Guleff

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
March 2022

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
12/8/21	4/30/22	Spartacus 5	Webmaster Monthly Retainer to administer Butte College Intranet and Internet Web presence	(\$15,000.00)	Unrestricted General	Information Technology	Stoup
Upon Download	One Year	VMware, Inc.	VREAL Loginst 8 License	(\$194.00)	Unrestricted General	Information Technology	Stoup
7/1/22	6/30/23	Pope Tech LLC	Pope Tech Web Accessibility Scanning and Pope Tech Instruction Accessibility Guide License	(\$68,725.00)	Restricted General	CCC Technology Center	Stoup
2/2/22	7/4/22	Zendesk, Inc.	Support Enterprise Subscription License for multi-channel, 24/7 help desk support for OpenCCC	(\$497.98)	Restricted General	CCC Technology Center	Stoup
6/13/22	6/30/22	California Renovation Carpet One	Carpet replacement in AHPS Rooms 142 to 149	(\$13,400.21)	Scheduled Maintenance	Facilities Planning & Management	Suleski
6/15/22	6/30/22	California Renovation Carpet One	Carpet replacement in AHPS Rooms 107 and 114	(\$5,786.56)	Scheduled Maintenance	Facilities Planning & Management	Suleski
7/1/21	6/30/23	Glenn Transit Service	Notice of Election to Extend Agreement for Transportation Services	(\$1,000.00)	Student Transportation	Facilities Planning & Management	Suleski
2/26/22	3/13/22	United Building Contractors, Inc.	Technology Remodel Change Order #20 to replace curb, soffits framing, new gate valve elevation, pipe sleeve at building strut, seismic valve at gas line, precast boxes for DI's, grade clarification, walkway changes, replace handrails	(\$44,634.69)	Measure J and Restricted	Facilities Planning & Management	Suleski
3/21/22	5/27/22	Martin Construction	Install Adult Changing Table and Hoist in Arts	(\$19,492.50)	Capital	Facilities Planning & Management	Suleski
2/16/22	10/31/22	NV5	New Science Building Project Commissioning Services	(\$20,950.00)	Measure J	Facilities Planning & Management	Suleski
			TOTAL REVENUE CONTRACTS	\$15,345.00			
			TOTAL EXPENSE CONTRACTS	(\$6,792,445.88)			

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Awarded Grants during the Quarter Ending March 31, 2022	Item No: 22-8268 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Grants Research and Development, Institutional Effectiveness	Action <input type="checkbox"/> Information <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/>
Submitted By: Gregory Stoup Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Pursuant to Board Policy 3280, the Board will be informed about all grants received by the District. The Superintendent/President has set procedures for continuing and new grants to assure timely application and processing of grant applications and funds, and that grants applied for directly support the purposes of the District.

Status

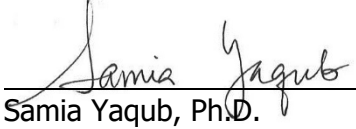
The attached Grant Awards Report represents grants awarded to the District during the following quarter: 1/1/2022 – 3/31/2022. The Superintendent/President or Vice President for Administration has executed the necessary grant agreement documents.

**Butte-Glenn Community College District
Grant Awards Report**

Grant Performance Period Start Date	Grant Performance Period End Date	Funding Agency	Grant Award Purpose	Amount Awarded	Originated by: District Department	Approved by: District Administrator
1/1/2022	6/30/2026	BOG, California Community Colleges Chancellor's Office - 6870	Grant Agreement No. G0182 - WEDD - Regional Collaboration and Coordination Grant. (Award: FY 2021-22 \$1,302,109.50; FY 22-23 to FY25-26 \$2,604,219/year)	\$11,718,985.50	Instruction	Guleff
7/1/2022	6/30/2023	Foundation for CA Community Colleges	Finish Line Scholars Program Yr 3 (2022-23) Grant Agreement # 00005432	\$150,000.00	Student Services	Gitau
			Total Awards for Quarter: 1/1/2022 - 3/31/2022	\$11,868,985.50		

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Out of State Student Travel – Ashland, OR	Item No: 22-8269 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Student Equity – Student Services	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Peter Gitau Vice President	Approved By:  _____ Samia Yaqub, Ph.D. Superintendent/President

Background

The Gender Sexuality Alliance Club intends to travel to Ashland, OR on June 24, 2022 as a club team building excursion. Bonding experiences, like travel, help to cultivate our students sense of belonging to each other, themselves, and the college. Ashland is home to the nationally famous Oregon Shakespeare Festival. This top-notch theater trip will allow students to attend two live theater performances, *Unseen* which portrays an American document photographer and *Once Upon This Island* a Tony Award winning musical that takes place on a Caribbean Island.

Status

10 Butte College students will accompany GSA faculty club advisors, Cristina Dahl and Heather Springer, and faculty member Amanda Runyan as members of the Butte College Gender Sexuality Alliance (GSA) at the Oregon Shakespeare Festival in Ashland, OR on June 24, 2022 – June 26, 2022.

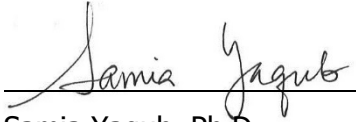
Student Equity funds designated for student engagement will be used for travel expenses to Ashland, OR for the participants.

Recommendation

It is recommended the Board authorize out of state travel to Ashland, OR from June 24, 2022 through June 26, 2022, for 10 student members of the Butte College Gender Sexuality Alliance club to attend the Oregon Shakespeare Festival accompanied by Amanda Runyan, Cristina Dahl and Heather Springer, Butte College Faculty Instructors and advisors to the Butte College GSA Club.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Faculty Using Accumulated Load Bank	Item No: 22-8270 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Instruction	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Virginia L. Guleff Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

All unit members, both teaching and student development, regardless of regular work duties, may bank classes they teach. Banked leaves will not constitute a break in service and are given for the purpose of taking banked time from job responsibilities with full pay and fringe benefits to engage in endeavors of personal importance, including but not limited to professional improvement.

Status

The Leave, Tenure and Professional Advancement (LTPA) Committee along with the CIO and the Superintendent/President reviewed and approved the Application for Use of Accumulated Banked Time.

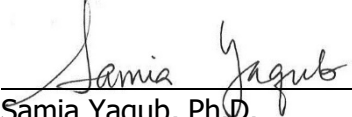
Recommendation

It is recommended that the Applications for Use of Accumulated Banked Time be approved for:

<u>Instructor</u>	<u>Discipline</u>	<u>Term Used</u>	<u>Load Used</u>
McCabe, Deborah	Communication Studies	Spring 2022	3.33
Wannenmacher, Elizabeth	Chemistry	Spring 2022	15.78
Ward, Teresa	Reading	Fall 2022	50.00

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval and/or Ratification of Personnel Actions	Item No: 22-8271 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Human Resources	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Recommendation

It is recommended that the Board of Trustees approve and/or ratify the personnel actions as follows:

Management*

1. Employment of Dean, Student Enrollment Services – Tammera Shinar
Full-time, 40 hours per week, 12 months per year
Salary: MSC 26
Effective: April 1, 2022
2. Reclassification of Position – Blaine Smith
From: North Far North Regional Chair (MSC 17)
To: Executive Director North Far North Regional Consortium (MSC 18)
Effective: January 1, 2022
3. Reclassification of Position – Shannon McCollum
From: Executive Assistant to President/Board of Trustees (MSC 12)
To: Chief of Staff (MSC 14)
Effective: February 1, 2022

Academic*

4. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Instructional Service Agreement – California Department of Fish and Wildlife) – Neil Altimari
Effective: February 26, 2022 – December 31, 2025
5. Employment of Temporary Academic Employees (Instructors and Student Development) Part-Time Faculty recommended for employment effective Spring Semester 2022 – Billie Araiza, Jennifer Callas, Daniel Figaratto, Daniel Hart, Douglas Kelly, Jarrod Valdes
6. Assignment as Open Educational Resources Initiative Regional Lead of ASCCC – Academic Senate for California Community Colleges, reassigned time pay will be reimbursed by FACCC (20%) – Suzanne Wakim
Effective: January 1, 2022 – May 27, 2022

Classified Employees*

7. Employment of Administrative Secretary III (Math & Sciences) – Erin Shimizu
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 24
Effective: March 9, 2022
8. Employment of Administrative Secretary Grants (Contract Education) – Kristle Hunderman
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 25
Effective: April 1, 2022
9. Reclassification of Position – Christian Guttierrez
From: Public Relations and Marketing Specialist (CSEA 25)
To: Public Relations and Marketing Specialist, Sr. (CSEA 30)
Effective: April 1, 2022
10. Lateral Transfer of Position – Brenda Rodriguez
From: Recruitment and Outreach Technician (CSEA 25)
To: Student Success Specialist (CSEA 25)
Effective: March 1, 2022
11. Lateral Transfer of Position – Suhyum Park
From: Special Programs Clerk, 60% (CSEA 18)
To: Account Clerk II, 100% (CSEA 18)
Effective: March 1, 2022
12. Employee working Out-of-Class: Administrative Secretary III (Math & Sciences) – Hayley Lanam
Effective: 2/9/22 – 6/30/22
13. Employee working Out-of-Class: Administrative Secretary III (Athletics) – Amanda Matz
Effective: 3/1/22 – 6/30/22
14. Temporary Increase in hours from 20 hours to 40 hours Custodian I (FPM) – Michael Prior
Effective: 5/27/22 – 6/30/22

Temporary Employees*

15. **Substitutes**
 - Project Manager (CCCTC) – Daniel Kenney
Salary: \$29.75 per hour 3/1/22 – 4/30/22
 - Account Clerk I (Contract Ed/The Training Place) – Kyle Riordan
Salary: \$18.25 per hour 2/22/22 – 6/30/22
16. **Short Term/Seasonal**
 - Administrative Secretary Grants – Nola Lee
Salary: \$29.25 per hour 2/1/22 – 6/30/22
 - Administrative Secretary III (DSPS) – Katherine Ray
Salary: \$23.50 per hour 3/18/22 – 6/30/22
 - Administrative Secretary Grants (CCCTC) – Madlynee Schott
Salary: \$24.00 per hour 2/1/22 – 6/30/22
 - Food Assistant II (Dining Services) – Stephanie Fisher
Salary: \$17.47 per hour 3/14/22 – 3/18/22
 - Custodian I (FPM) – Michael Prior
Salary: \$25.29 per hour 7/1/22 – 7/31/22

17. Professional Expert

Sign Language Interpreter (Student Services) – Christina Walborn, Joye McCormick

Salary: \$42.00 per hour 2/1/22 – 6/30/22

Manipulative Skills/Evaluator – Isabella DeRuvo

Salary: \$15.00/\$16.75 per hour 2/17/22 – 6/30/22

Manipulative Skills/Evaluator – Henry Whitney

Salary: \$15.00/\$16.75 per hour 3/10/22 – 6/30/22

Nursing – Grace Nowell

Salary: \$45.00 per hour 2/9/22 – 6/30/22

Crime Scene Actor – Aiden Bess

Salary: \$15.00 per hour 2/17/22 – 6/30/22

Business – Rico Cuneo

Salary: \$35.00 per hour 7/1/22 – 6/30/23

Foster Kinship Care Education Program – Meka Klungvtet-Morano, Chelsea Cornell

Salary: \$65.00 per hour 2/15/22 – 6/30/22

18. Volunteers/Interns

Volunteer (DSPS) – Brittney Castanon, Karen Giles

19. Retirements/Resignations

Retirement, Mathematics Instructor – Phoebe Hartt

Effective: June 1, 2022

Retirement, Food Services II – Eileena Britten

Effective: June 6, 2022

Retirement, Nursing Instructor – Shaaron Vogel

Effective: July 1, 2022

Retirement, Employment Technician – Ruth Ann McKalip

Effective: July 1, 2022

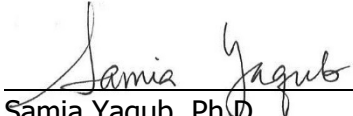
Resignation, Program Assistant – Caesar Vega

Effective: April 2, 2022

*Contingent upon successful completion of background check. All regular salary placements will be in accordance with the rules and regulations for placement on the Board of Trustees approved salary schedules.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Contracts	Item No: 22-8272 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Pursuant to Board Policy 6340, the Board has delegated the authority to enter into contracts on behalf of the District to the Superintendent/President or designee. Contracts for work to be done, services to be performed, or for goods, equipment, or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 require prior approval by the Board.

Pursuant to the District’s Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act, the Vice President for Administration or Director for Facilities Planning & Management are authorized to award contracts for public projects not exceeding the Informal Bid Limit prescribed by Public Contract Code Section 22032. Contracts for public projects that exceed the Informal Bid Limit require a formal bidding procedure and approval by the Board.

Status

The relevant amount specified in Public Contract Code Section 20651 as adjusted annually is currently \$99,100.00 for contracts to purchase equipment, materials, supplies, services, and repair. The relevant amount specified in Public Contract Code Section 22032 is \$200,000.00 for public projects contracts.

The District proposes to enter into the contract(s) described on the attached Contracts Approval Report. All contracts are put through an approval process which includes verification of funds available in the budget.

Recommendation

It is recommended that the Board of Trustees approve the contract(s) listed on the Contracts Approval Report and authorize the Superintendent/President or designee to enter into the contract(s) in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting, contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor(s).

Butte-Glenn Community College District

CONTRACTS APPROVAL REPORT

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source	Originated by: District Department	Approved by: District Administrator
7/1/21	12/31/23	College of the Redwoods	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$881,303.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	College of the Siskiyou	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$459,393.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Feather River Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$368,832.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Lake Tahoe Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$315,561.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Lassen Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$317,692.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Los Rios Community College District	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$4,823,962.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Los Rios Community College District	Strong Workforce Program Allocation to support Center of Excellence	(\$175,000.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Los Rios Community College District	Strong Workforce Program Allocation to support Net Labs	(\$269,000.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Mendocino Lake Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$591,506.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Shasta Tehama Trinity Community College	Strong Workforce Program Allocation to support Center of Excellence	(\$215,000.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Shasta Tehama Trinity Community College	Strong Workforce Program Allocation to support Restorative Justice	(\$125,000.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Shasta Tehama Trinity Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$1,378,856.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Sierra Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$1,160,444.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Woodland Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$452,322.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	12/31/23	Yuba Community College	Strong Workforce Program Allocation <i>Revised since 11/17/21 Contracts Approval Report</i>	(\$678,484.00)	Restricted General	North Far North Regional Consortium	Guleff
1/1/22	6/30/23	Los Rios Community College District	Regional Collaboration and Coordination Grant funding to support hiring Assistant Directors (3) of Employer Partnerships <i>Revised since 12/15/21 Contracts Approval Report</i>	(\$1,200,600.24)	Restricted General	North Far North Regional Consortium	Guleff
1/1/22	6/30/23	Shasta Tehama Trinity Community College District	Regional Collaboration and Coordination Grant funding to support hiring Assistant Directors (9) of Employer Partnerships <i>Revised since 12/15/21 Contracts Approval Report</i>	(\$2,095,975.32)	Restricted General	North Far North Regional Consortium	Guleff
7/1/22	6/30/23	Palomar College	Subaward Agreement pursuant to Shared Infrastructure Grant Agreement Work Plan for video on demand/streaming video, event coverage, video conferencing, e-conferencing, CCC Confer, and Online Teaching Conference event services	(\$3,750,000.00)	Restricted General	CCC Technology Center	Stoup
7/1/22	6/30/23	Foundation for California Community Colleges	Subcontract Agreement pursuant to Grant Agreements Work Plans to provide Public Relations and Marketing Services to California Community Colleges to support CCC Technology Center's mission	(\$150,000.00)	Restricted General	CCC Technology Center	Stoup

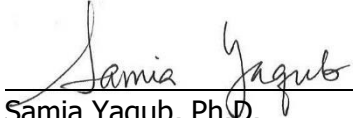
Butte-Glenn Community College District

CONTRACTS APPROVAL REPORT

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source	Originated by: District Department	Approved by: District Administrator
7/1/22	6/30/23	Ellucian Company LP	Colleague Software Maintenance and Support Renewal	(\$498,759.00)	Unrestricted General	Information Technology	Stoup
10/1/21	9/30/24	Chico State Enterprises	CalFresh Outreach Program Federal Revenue and District Match	\$456,977.00 (\$927,782.00)	Restricted General	TRIO	Gitau
			TOTAL REVENUE CONTRACTS	\$456,977.00			
			TOTAL EXPENSE CONTRACTS	(\$20,835,471.56)			

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Contract to Purchase Apple Hardware and Services from Apple Inc. utilizing the Education/State & Local Government Purchase Agreement Number 12987 (CCN 4060)	Item No: 22-8273 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District’s Information Technology Department requires Apple Max Studio, a high-powered video editing desktop computer from Apple, to upgrade the ARTS 218 computer lab. The Art Department teaches classes including, but not limited to, video editing and rendering, 3d modeling, 3d animation, web design, graphic design, and video game design. This program that Art Department provides assists in attracting students for these courses and degree program. Current hardware is approximately 10 years old. Funding will be allocated from a portion of the dollars provided to IT from student technology fees for 2021-2022.

Public Contract Code Section 20652 authorizes the governing board of any community college district without advertising for bids, and when that board has determined it to be in the best interests of the district, to contract for the lease or purchase of data-processing equipment, materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district through contracts between any public corporation or agency and a vendor (commonly referred to as “piggy-backing” contracts).

Status

District staff recommends use of the awarded Education/State & Local Government Purchase Agreement Number 12987 (CCN 4060) between the Glendale Unified School District and Apple Inc. as a source to purchase the required desktop computers from Apple Inc. in the amount not to exceed \$108,781.04. District staff has reviewed available leveraged purchasing agreements and other formal purchasing options and found that these contracts best meets the needs of the District.

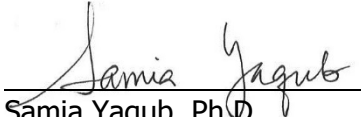
Recommendation

It is recommended that the Board of Trustees determine it is in the District’s best interests to purchase desktop computers from Apple Inc. by piggybacking on the same terms as provided in the Education/State & Local Government Purchase Agreement Number 12987 (CCN 4060) and to approve the purchase of the required desktop computers from Apple Inc. utilizing the Education/State & Local Government Purchase Agreement Number 12987 (CCN 4060) in the amount not to exceed \$108,781.04.

Board approval is contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor. It is further recommended that the Board authorize District staff to execute the necessary contract documents related to the purchase of Apple desktop computers from Apple Inc. in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Contract Award for Special Services to Procure Master Data Management Software Maintenance Services to YOUnite, Inc.	Item No: 22-8274 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District's California Community Colleges Technology Center (CCCTC) Department requires Master Data Management Software Maintenance Services for the California Community Colleges. Funding will be allocated from the Shared Infrastructure Program, Data Services Program and Core Applications Project grants.

California Government Code Section 53060 and Case Law allow the District to contract for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters without a competitive bidding or proposal process. To be authorized under this section, the proposed services must be done in one or more of the specific categories and must be provided by specially trained, experienced and competent persons.

Status

The CCCTC Department staff has conducted a due diligence search and determined that a procurement of special services under Government Code Section 53060 without engaging in a competitive bidding or proposal process best meets the needs of the District.

The CCCTC Department staff recommends a procurement of the required software maintenance services for proprietary Master Data Management Software Maintenance Services from YOUnite, Inc., as needed during the term July 1, 2022 through June 30, 2023, in the amount not to exceed amount of \$200,000.00.

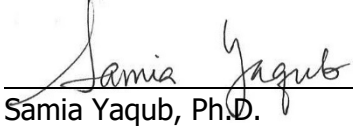
Recommendation

It is recommended that the Board of Trustees authorize the District to let a contract to YOUnite, Inc., under Government Code Section 53060 without going through a competitive bidding or proposal process, to procure Master Data Management Software Maintenance Services in the amount not to exceed \$200,000.00 for the term July 1, 2022 through June 30, 2023.

Board approval is contingent upon available funding and contingent upon successful completion of negotiation of contract terms with the contractor. It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for the Master Data Management Software Services to YOUnite, Inc. prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval to Purchase LED Lighting Fixtures from GonLED utilizing the CollegeBuys/CSU Consortium Master Services Agreement No. 00004707	Item No: 22-8275 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District’s Facilities Planning and Management completed an Energy Study in September 2020, which recommended various buildings on campus should have an interior lighting upgrade to help reduce energy consumption to help reduce utility costs annually. Funding will be allocated from the Scheduled Maintenance Funds.

Public Contract Code Section 20661 authorizes the Chancellor of the California Community Colleges to enter into contracts on behalf of one or more community college districts. The Foundation for California Community Colleges (FCCC), a non-profit organization, serves as the official auxiliary to the California Community Colleges’ Board of Governors and the Chancellor’s Office. FCCC operates CollegeBuys, a group purchasing program focused exclusively on the needs of California Community Colleges designed to leverage the buying power of community college districts to secure the most advantageous pricing from enterprise level vendors using system-wide agreements.

Status

District staff recommends use of the awarded CollegeBuys/CSU Consortium Master Services Agreement No. 00004707, between the Foundation for California Community Colleges, the Trustees of the California State University and GonLED as a source to purchase LED lighting fixtures from GonLED for the term of June 23, 2021 through June 22, 2024, in the amount not to exceed \$730,000.00. District staff has reviewed available leveraged purchasing agreements and other formal purchasing options and found that this CollegeBuys/CSU Consortium contract best meets the needs of the District.

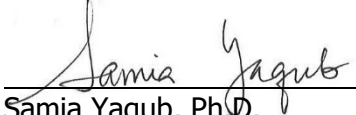
Recommendation

It is recommended that the Board of Trustees approve the purchase of the required lighting fixtures from GonLED utilizing CollegeBuys/CSU Consortium Master Services Agreement No. 00004707, per the terms of the contract, during the term of June 23, 2021 through June 22, 2024, in the amount not to exceed \$730,000.00.

Board approval is contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor. It is further recommended that the Board authorize District staff to execute the necessary contract documents related to the purchase of LED lighting fixtures from GonLED in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

<p>Subject: Approval to Purchase Furniture from Krueger International utilizing the Foundation for California Community Colleges Contract No. CB-145-18</p>	<p>Item No: 22-8276 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Category: Contracts</p>	<p>Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/></p>
<p>Submitted By: Andrew Suleski Vice President</p>	<p>Approved By:  Samia Yaqub, Ph.D. Superintendent/President</p>

Background

The District’s Facilities Planning and Management requires furniture for the new Glenn County Center Project. Funding will be allocated from the District’s Capital Funds.

Public Contract Code Section 20661 authorizes the Chancellor of the California Community Colleges to enter into contracts on behalf of one or more community college districts. The Foundation for California Community Colleges (FCCC), a non-profit organization, serves as the official auxiliary to the California Community Colleges’ Board of Governors and the Chancellor’s Office. FCCC operates CollegeBuys, a group purchasing program focused exclusively on the needs of California Community Colleges designed to leverage the buying power of community college districts to secure the most advantageous pricing from enterprise level vendors using system-wide agreements.

Status

District staff recommends use of the awarded FCCC Administrative Services Agreement No. CB-145-18, as a source to purchase furniture from Krueger International for the term of April 14, 2022 through August 30, 2022, in the amount not to exceed \$250,000.00. District staff has reviewed available leveraged purchasing agreements and other formal purchasing options and found that this FCCC contract best meets the needs of the District.

Recommendation

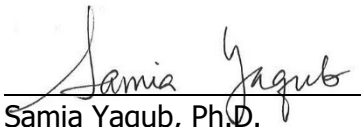
It is recommended that the Board of Trustees approve the purchase of the required furniture from Krueger International utilizing FCCC Administrative Services Agreement CB-145-18, per the terms of the contract, during the term of April 14, 2022 through August 30, 2022, in the amount not to exceed \$250,000.00.

Board approval is contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor.

It is further recommended that the Board authorize District staff to execute the necessary contract documents related to the purchase of furniture from Krueger International in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Sole Source Procurement Contract to Purchase Software Development and Maintenance Services for eTranscript California from XAP Corporation	Item No: 22-8277 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District’s California Community Colleges Technology Center (CCCTC) Department is in need of continuing software development and maintenance services for the custom-built software owned by XAP Corporation, eTranscript California, a statewide electronic transcript exchange that is currently operating at over eighty of the California Community Colleges.

Funding for this project will be allocated from the Core Application Program (CAP) grant.

California Education Code Section 81645 requires the District to advertise publicly for bids or proposals for the purchase of electronic data processing systems and equipment, electronic telecommunication equipment, supporting software, and related materials, goods and services involving an expenditure of \$99,100.00 or more. The law in California holds that where competitive bidding will produce no advantage or practical value, will not affect the final result, or it is practically impossible to obtain what is required except from one source, then competitive bidding may be dispensed with.

The CCC Technology Center (CCCTC) conducted an RFP in 2004 to engineer and host a system for the transmission of electronic transcripts. XAP Corporation was deemed the successful respondent with the best value. eTranscript California was designed and custom built for the California Community Colleges and released in 2007. eTranscript California has continued to be engineered and hosted by XAP Corporation at the direction of the CCCTC for California Community Colleges Chancellor’s Office.

Status

The District has determined there is no practical value in publicly advertising for and receiving bids or proposals because: eTranscript California is custom-built proprietary electronic transcript software with California specific data elements, CCC specific formats, work flows, interface, and messaging features that are not available from other vendors. No other vendor provides the customization necessary to meet CCC needs without cost prohibitive refactoring of their systems and the proposed purchase of software services maintains continuity of this custom-built system for the colleges.

The District's Vice President for Administration concludes that the foregoing reasons are sufficient to support that it is in the District's best interests to authorize the letting of a sole source contract to XAP Corporation to procure the required software development and maintenance services in the amount not to exceed \$671,117.00 for the term July 1, 2022 through June 30, 2023.

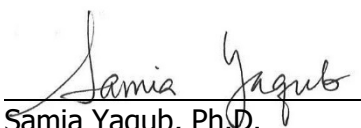
Recommendation

It is recommended that the Board of Trustees authorize the District to let a sole source contract to XAP Corporation, without formal public advertising and receiving of bids, to procure eTranscript California software development and maintenance services in the amount not to exceed \$671,117.00 for the term July 1, 2022 through June 30, 2023.

It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for eTranscript California software development and maintenance services to XAP Corporation prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Contract Award for Bid Facilities Planning and Management Building and Custodial Storage Building HVAC Upgrades	Item No: 22-8278 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

On February 15, 2022 and February 22, 2022, the District advertised a Request for Formal Bid Proposals for the Facilities Planning and Management Building and Custodial Storage Building HVAC Upgrades Project. The project includes, but is not limited to, replacing existing air handler units, evaporative coolers, and an exhaust fan to provide controlled heating and air for the District’s personal protective equipment that supports COVID-19. The cost estimate for the project was approximately \$1,500,000.

Funding for this project will be allocated from the federal Higher Education Emergency Relief Fund (HEERF II) Grant.

Eight contractors attended the mandatory job walk on February 24, 2022. Four contractors submitted responsive bids by the bid due date on March 11, 2022.

Status

Recommendation of award of contract was predicated on the lowest responsive responsible bidder for the Bid Proposal Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results detailing the responsive bid(s) received is:

Bid Opening Results	
Contractor	Bid Proposal Amount
ACCO Engineered Systems, Inc.	\$1,435,310.00
Jessee Heating and Air Conditioning	\$924,890.00
McClelland Air Conditioning, Inc.	\$1,024,829.00
R. B. Spencer, Inc. dba RB Spencer Inc.	\$1,219,496.00

Upon completion of District’s due diligence review, Jessee Heating and Air Conditioning is the lowest responsive responsible bidder for this project work and acceptance of the bid is in the best interest of the District.

Recommendation

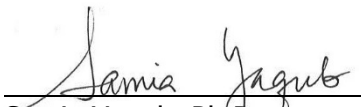
It is recommended that the Board of Trustees approve the award of contract for the Request for Formal Bid Proposals Facilities Planning and Management Building and Custodial Storage Building HVAC Upgrades Project to Jessee Heating and Air Conditioning, of Chico, CA, as the lowest responsive responsible bidder in the amount of \$924,890.00, which equals the Bid Proposal Amount.

Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents.

It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for the Facilities Planning and Management Building and Custodial Storage Building HVAC Upgrades Project to Jessee Heating and Air Conditioning prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Approval of Contract Award for Bid Bi-Polar Ionization HVAC Air Treatment Project	Item No: 22-8279 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

On February 8, 2022 and February 15, 2022, the District advertised a Request for Formal Bid Proposals for the Bi-Polar Ionization HVAC Air Treatment Project. The project includes, but is not limited to, installing the Bi-Polar Ionization HVAC Air Treatment Systems, including electrical wiring and transformers as necessary to serve the systems for all District buildings on the Main Campus, Chico Center, Skyway Center, and new Glenn County Center. The cost estimate for the project was approximately \$800,000.

Funding for this project will be allocated from the federal Higher Education Emergency Relief Fund (HEERF II) Grant.

Eleven contractors attended the mandatory job walk on February 10, 2022 and February 17, 2022. Five contractors submitted responsive bids by the bid due date on March 4, 2022.

Status

Recommendation of award of contract was predicated on the lowest responsive responsible bidder for the Bid Proposal Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results detailing the responsive bid(s) received is:

Bid Opening Results	
Contractor	Bid Proposal Amount
ACCO Engineered Systems	\$587,127.00
MESA Energy Systems, Inc.	\$578,791.00
Intech Automation	\$629,200.00
Jessee Heating and Air Conditioning	\$498,900.00
United Mechanical, Inc.	\$499,836.00

Upon completion of District's due diligence review, Jessee Heating and Air Conditioning is the lowest responsive responsible bidder for this project work and acceptance of the bid is in the best interest of the District.

Recommendation

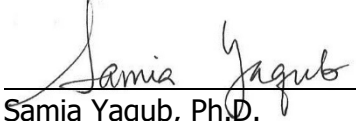
It is recommended that the Board of Trustees approve the award of contract for the Request for Formal Bid Proposals Bi-Polar Ionization HVAC Air Treatment Project to Jessee Heating and Air Conditioning, of Chico, CA, as the lowest responsive responsible bidder in the amount of \$498,900.00, which equals the Bid Proposal Amount.

Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents.

It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for the Bi-Polar Ionization HVAC Air Treatment Project to Jessee Heating and Air Conditioning prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

<p>Subject: Adoption of Resolution 809: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn, Counties California) Election of 2016 General Obligation Bonds (Measure J), Series C, and Actions Related Thereto</p>	<p>Item No: 22-8280 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Category: Finance</p>	<p>Action <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/></p>
<p>Submitted By: Andrew Suleski Vice President</p>	<p>Approved By:  Samia Yaqub, Ph.D. Superintendent/President</p>

Background

An election was held in the Butte-Glenn Community College District on November 8, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$190,000,000 (the "Measure J"). The District now desires to proceed with the third issuance of bonds under Measure J in an amount not-to-exceed \$50,000,000 (the "Bonds"). The Bonds are being authorized for sale of bonds for the purpose of providing funds to (i) finance projects approved by Measure J, and (ii) to pay the costs of issuing the Bonds.

- (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 initial principal amount of the Bonds to be issued (\$50,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.40%) 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 Morgan Stanley & Co. LLC as the underwriter (the "Underwriter"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.
- (b) Form of Purchase Contract. The Resolution approves the form of the 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 the form of the Preliminary Official Statement. 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 material 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 from 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 such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

Fiscal impact

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

Recommendation

Staff recommends adoption of Resolution 809: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn, Counties California) Election Of 2016 General Obligation Bonds (Measure J), Series C, and Actions Related Thereto.

**Butte-Glenn Community College District
Board of Trustees**

April 13, 2022

RESOLUTION 809

RESOLUTION AUTHORIZING THE ISSUANCE OF BUTTE-GLENN COMMUNITY COLLEGE DISTRICT (BUTTE AND GLENN COUNTIES, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS (MEASURE J), SERIES C, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Butte-Glenn Community College District (the "District"), Butte County (the "County") and Glenn County (together with the County, the "Counties"), State of California, on November 8, 2016 (the "Election") and thereafter canvassed pursuant to law, at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

"BUTTE COLLEGE REPAIR/ SAFETY/ JOB TRAINING MEASURE. To upgrade classrooms to improve safety and prepare students/ veterans for university transfer/careers, such as nursing, welding, emergency response by upgrading aging classrooms/ technology, removing asbestos/ unsafe gas lines, improving water conservation, electrical wiring, security, constructing science, welding, public safety, Veterans facilities, and repairing, acquiring, constructing property, facilities/ equipment, shall Butte-Glenn Community College District issue \$190,000,000 in bonds at legal rates, requiring independent audits, citizen oversight, all funds spent locally?"

WHEREAS, at the Election the Bond Measure was approved by the requisite fifty-five percent vote of the qualified electors of the District voting on the proposition, as certified by the Registrar of Voters of each of the Counties (the "Authorization");

WHEREAS, on April 6, 2017, the District caused the issuance of the first series of bonds under the Authorization in the aggregate principal amount of \$42,000,000;

WHEREAS, on July 11, 2019, the District caused the issuance of the second series of bonds under the Authorization in the aggregate principal amount of \$49,500,000;

WHEREAS, at this time this Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the third series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$50,000,000, to be styled as "Butte-Glenn Community College District (Butte and Glenn Counties, California) Election of 2016 General Obligation Bonds, Series C" (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 purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, the Board of Supervisors of the County is expected to adopt a resolution pursuant to Education Code Section 15140(b) that will provide that the District may sell the Bonds on its own behalf and such sale is contingent thereon;

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

WHEREAS, pursuant to Government Code Section 5852.1, the Board has obtained from the Municipal Advisor (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments to be evidenced by the Bonds calculated to the final payment date evidenced by the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds

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 BUTTE-GLENN COMMUNITY COLLEGE DISTRICT, 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 or Tax-Exempt Current Interest Bonds, with appropriate Series designation if more than one Series of Bonds is issued, all as more fully set forth in the 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 (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 \$50,000,000.

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 or the Vice President, Administration of the District, or such other officers or employees of the District as the Superintendent/President or the Vice President, Administration may designate for such purpose (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). 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.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the 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 and requested to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.40% of the aggregate principal amount of Bonds actually 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 \$50,000,000 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) **"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.
- (b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.
- (c) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2022 with respect to interest on the Bonds, and the stated maturity dates of the Bonds with respect to payments of Principal of the Bonds.
- (d) **"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.
- (e) **"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.
- (f) **"Continuing Disclosure Certificate"** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of the Rule, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.
- (g) **"Current Interest Bonds"** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
- (h) **"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.

- (i) **"Depository"** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.
- (j) **"DTC"** means The Depository Trust Company, New York, New York, 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.
- (k) **"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 6 hereof.
- (l) **"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 specification, as the Paying Agent may select.
- (m) **"Long Current Interest Bonds"** means Current Interest Bonds that mature later than 30 years from the date of issuance thereof.
- (n) **"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, such other nationally recognized securities rating agency designated by the District.
- (o) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.
- (p) **"Official Statement"** means the Official Statement for the Bonds, as described in Section 17 hereof.
- (q) **"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.
- (r) **"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.
- (s) **"Paying Agent"** means initially The Bank of New York Mellon Trust Company, N.A., 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.
- (t) **"Permitted Investments"** means (i) any lawful investments permitted by Government Code Sections 16429.1 and 53601, (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 meeting 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 described above, and (vi) United States Treasury Securities, State and Local Government Series.

(u) **"Principal" or "Principal Amount"** means, with respect to any Bond, the initial principal amount thereof.

(v) **"Purchase Contract"** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriter named therein. To the extent the 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.

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

(x) **"Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

(y) **"Series"** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(z) **"S&P"** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, 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, such other nationally recognized securities rating agency designated by the District.

(aa) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.

(bb) **"Tax-Exempt Bonds"** means any 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 Bonds.

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

(dd) **"Transfer Amount"** means, with respect to any Outstanding Bond, the Principal Amount.

(ee) **"Treasurer"** means the Treasurer-Tax Collector of the County.

(ff) **"Underwriter"** means Morgan Stanley & Co. LLC.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in

denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear interest at a rate not in excess of that authorized at the Election. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of DTC.

Each 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.

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.

(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 and the Official Statement.

(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 with respect to redemption by lot, the portion of any 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 of the portion of such Term 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) Redemption Notice. When optional redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). 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 portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest 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 to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each 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 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. Provide the 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 of, 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 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 such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts 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 accrued 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 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 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 to be so redeemed.

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.

(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 thereon 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 authorized denominations. 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 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 of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices 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 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 or her 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 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 of, 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 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 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 District shall agree to take all action necessary at all times so that it will be in compliance with all representations in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District 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 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 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, 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 to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to 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 designated 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 of, 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 designated 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 designated 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.

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 destroyed by the Paying Agent.

Neither the District nor the Paying Agent will be required (a) to 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) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the Bond Register 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 such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The Principal of, interest on, and redemption premiums, if any, 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 obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the Counties except as provided in this Resolution and no part of any fund of the Counties is pledged or obligated to the payment of the Bonds.

SECTION 10. Form 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, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity 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, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Butte-Glenn Community College District, Election of 2016 General Obligation Bonds, Series C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes 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 Counties shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District, (i) 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, or (ii) the Building Fund may be established as a

subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

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 paid to the County to the credit of the fund hereby authorized to be created to be known as the "Butte-Glenn Community College District Election of 2016 General Obligation Bonds, Series C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) 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, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay bonds issued pursuant to the Authorization. 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 on deposit 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 Principal 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. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. 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.

(c) 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 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 "Butte-Glenn Community College District Election of 2016 General Obligation Bonds, Series C 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 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 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 Counties 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 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 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 interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal 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 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, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officers shall approve, 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 the Rule, 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 is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is 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 of and interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal 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 the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books 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 any amounts transferred from the Debt Service Fund, if any, is sufficient to pay all 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 amounts transferred from the Debt Service Fund, if any, 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 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 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 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 (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 Counties. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither of the Counties, nor their officials, officers, employees or agents thereof, 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 Counties or a pledge of the Counties' 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 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 Counties for all costs and expenses incurred by the Counties and the respective officials, officers, agents and employees thereof in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to Counties to Levy Tax. The Boards of Supervisors and officers of the Counties 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 Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Boards of Supervisors of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal 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 (i) Morgan Stanley & Co. LLC as Underwriter, (ii) Isom Advisors, a Division of Urban Futures, Inc., as Municipal Advisor and (iii) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

(d) Based on a good faith estimate from the Municipal Advisor, 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 3.76%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$400,000, (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 \$49,800,000, 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 \$81,863,958. 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.

(e) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign.

SECTION 24. Resolution to Treasurers. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer, as well as the Treasurer-Tax Collector of Glenn County, 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 as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such 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 13th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Boss
President, Board of Trustees
Butte-Glenn Community College District

ATTEST:

Samia Yaqub, Ph.D.
Secretary, Board of Trustees
Butte-Glenn Community College District

SECRETARY'S CERTIFICATE

I, Dr. Samia Yaqub, Secretary to the Board of Trustees of the Butte-Glenn Community College District, Butte and Glenn Counties, 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 April 13, 2022, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

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: April 13, 2022

Samia Yaqub, Ph.D.
Secretary, Board of Trustees
Butte-Glenn Community College District

EXHIBIT A
FORM OF BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED
NO.

REGISTERED
\$

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
(BUTTE AND GLENN COUNTIES, CALIFORNIA)
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES C

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Butte-Glenn Community College District (the "District") in Butte and Glenn Counties, California (the "Counties"), 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 Date"), commencing on August 1, 2022. 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, 2022, in which event it shall bear interest from the Dated Date. 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 The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the designated 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, 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 month next preceding that Bond Payment Date (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 \$190,000,000 and the resolution of the Board of Trustees of the District adopted on April 13, 2022 (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. 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 such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds 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 Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective maturity dates at the option of the District, from any source of available funds, in whole or in part, on August 1, 20__ or on any date thereafter, at a redemption

price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__ (the " 20__ Term Bonds"), 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 20__ Term Bonds to be so redeemed, the dates therefor, and the final payment date are as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
-------------------------	--------------------------

TOTAL

In the event that a portion of the 20__ Term Bonds shown above is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto 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 20__ Term Bonds optionally redeemed.

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 as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral 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 of and interest on the Bonds 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 Butte-Glenn Community College District, Butte and Glenn Counties, 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 [Clerk of/Secretary to] the Board of Trustees of the District, all as of the date stated above.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: _____
President of the Board of Trustees

COUNTERSIGNED:

By: _____
[Clerk][Secretary] to 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 _____, 2022.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
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 certificate 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 certificate 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.

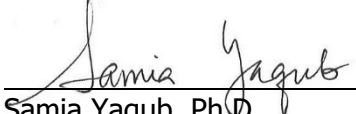
LEGAL OPINION

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.

By: _____
Secretary to the Board of Trustees

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

<p>Subject: Adoption of Resolution 810: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2002 General Obligation Refunding (Measure A) Bonds</p>	<p>Item No: 22-8281 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Category: Finance</p>	<p>Action <input checked="" type="checkbox"/> Information <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/></p>
<p>Submitted By: Andrew Suleski Vice President</p>	<p>Approved By:  Samia Yaqub, Ph.D. Superintendent/President</p>

Background

At a duly called election held in the Butte-Glenn Community College District (the "District") on March 5, 2002, the voters of the District approved the issuance of up to \$84,900,000 of general obligation bonds ("Measure A"). Pursuant to Measure A, the District previously caused the issuance of (i) \$29,999,445.15 aggregate initial principal amount of Butte-Glenn Community College District (Butte and Glenn Counties, California) Election of 2002 General Obligation Bonds, Series A and (ii) \$36,998,634 aggregate principal amount of Butte-Glenn Community College District (Butte and Glenn Counties, California) Election of 2002 General Obligation Bonds, Series B (collectively, the "Measure A Bonds").

To refinance then-outstanding portions of the Measure A Bonds, the District previously issued (i) \$21,755,000 of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2012 General Obligation Refunding Bonds, and (ii) \$25,540,000 of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2015 General Obligation Refunding Bonds (collectively, the "Prior Bonds").

The District now desires to refinance all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds") through the issuance of general obligation refunding bonds (the "Refunding Bonds") in an aggregate principal amount of not-to-exceed \$20,000,000. 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 maturity dates 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 federally tax-exempt refunding bonds. The Resolution authorizes the issuance of the Refunding Bonds, specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the form of 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 (\$20,000,000). 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 Morgan Stanley & Co. LLC, as 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 public agency will annually file "material financial information and operating data with respect to the District" 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 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. 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 The Bank of New York Mellon Trust Company, N.A. (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 dates therefor. Following the deposit of proceeds into the Escrow Fund, the Refunded Bonds will be defeased, and the obligation of Butte and Glenn Counties to levy a tax for the payment thereof will cease.

Fiscal impact

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

Recommendation

Staff Recommends adoption of Resolution 810: Resolution Authorizing the Issuance of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2002 General Obligation Refunding (Measure A) Bonds.

**Butte-Glenn Community College District
Board of Trustees**

April 13, 2022

RESOLUTION 810

RESOLUTION AUTHORIZING THE ISSUANCE OF THE BUTTE-GLENN COMMUNITY COLLEGE DISTRICT (BUTTE AND GLENN COUNTIES, CALIFORNIA) 2002 GENERAL OBLIGATION REFUNDING (MEASURE A) BONDS

WHEREAS, a duly called election was held in the Butte-Glenn Community College District (hereinafter referred to as the "District") in Butte County (the "County") and Glenn County (together with the County, the "Counties"), California, on March 5, 2002 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by a vote of more than fifty-five percent of the qualified electors of the District 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 \$84,900,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, the District previously caused the issuance of (i) \$29,999,445.15 aggregate initial principal amount of Butte-Glenn Community College District (Butte and Glenn Counties, California) Election of 2002 General Obligation Bonds, Series A (the "2002 Series A Bonds") and (ii) \$36,998,634 aggregate principal amount of Butte-Glenn Community College District (Butte and Glenn Counties, California) Election of 2002 General Obligation Bonds, Series B (the "2002 Series B Bonds");

WHEREAS, pursuant to Government Code Sections 53550 *et seq.* and 53580 *et seq.* (the "Act"), the District previously caused the issuance of \$21,755,000 of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds") to refinance portions of the then-outstanding 2002 Series A Bonds;

WHEREAS, pursuant to the Act, the District previously caused the issuance of \$25,540,000 of Butte-Glenn Community College District (Butte and Glenn Counties, California) 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds," and together with the 2012 Refunding Bonds, the "Prior Bonds") to refinance portions of the then-outstanding 2002 Series B Bonds;

WHEREAS, the Board of Trustees of the District (the "Board") finds that the District is authorized to issue general obligation refunding bonds pursuant to the Act (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, pursuant to Government Code Section 5852.1, the Board has obtained from the Municipal Advisor (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Refunding Bonds, good faith estimates of (a) the true interest cost of the Refunding Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, (c) the amount of proceeds of the Refunding Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, and (d) the sum total of all debt service payments to be evidenced by the Refunding Bonds calculated to the final payment date evidenced by the Refunding Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds;

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; and

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

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE BUTTE-GLENN COMMUNITY COLLEGE DISTRICT, BUTTE AND GLENN COUNTIES, 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 \$20,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, to be styled as the "Butte-Glenn Community College District (Butte and Glenn Counties, California) 2022 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 Section 53550(e) and (f) and Section 53587 of the Government Code.

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 upon the direction of the Superintendent/President or the Vice President, Administration of the District, or such other officer or employee of the District as may be designated by the Superintendent/President or the Vice President, Administration of the District 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 (as defined herein) by and between District and the Underwriter (as defined herein), 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 0.40% 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 \$20,000,000 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) **"Authorizing Documents"** means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (b) **"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.
- (c) **"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.
- (d) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2022, with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2022, with respect to the principal payments on the Refunding Bonds.
- (e) **"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.
- (f) **"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.
- (g) **"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 the Rule, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.
- (h) **"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.

- (i) **"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.
- (j) **"Depository"** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.
- (k) **"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.
- (l) **"Escrow Agent"** means The Bank of New York Mellon Trust Company, N.A., or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.
- (m) **"Escrow Agreement"** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.
- (n) **"Federal Securities"** means securities as permitted, in accordance with the respective Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Refunded Bonds.
- (o) **"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.
- (p) **"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.
- (q) **"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.
- (r) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.
- (s) **"Official Statement"** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.
- (t) **"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
- (u) **"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.
- (v) **"Paying Agent"** means initially The Bank of New York Mellon Trust Company, N.A., 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 Refunding Bonds.
- (w) **"Principal"** or **"Principal Amount"** means, with respect to any Refunding Bond, the initial principal amount thereof.
- (x) **"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.
- (y) **"Record Date"** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.
- (z) **"Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
- (aa) **"Series"** means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.
- (bb) **"S&P"** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, 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.
- (cc) **"Taxable Bonds"** means any Refunding Bonds not issued as Tax-Exempt Bonds.
- (dd) **"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.
- (ee) **"Term Bonds"** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.
- (ff) **"Transfer Amount"** means, with respect to any Outstanding Refunding Bond, the Principal Amount.

(gg) **"Treasurer"** means the Treasurer-Tax Collector of the County.

(hh) **"Underwriter"** means Morgan Stanley & Co. LLC.

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 Redemption Notices, 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, 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.

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 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 principal 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 provided in the Act, the Refunding Bonds are obligations of the District and, except as provided

in the Act, are 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 either of the Counties and no part of any fund of either of the Counties is 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. Pending the preparation of definitive Refunding Bonds, the Refunding Bonds may be executed and delivered in temporary form exchangeable for definitive Refunding Bonds when ready for delivery. If the Paying Agent delivers temporary Refunding Bonds, it 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 all as set forth in a certificate of an Authorized Officer. 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. Proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may 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 "Butte-Glenn Community College District 2022 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. The Debt Service Fund shall be held by the County. At the election of the District, (i) 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, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of ad valorem property tax levies made to pay bonds issued pursuant to the Authorization. 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 excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

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 "Butte-Glenn Community College District 2022 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, executed and delivered to the District on the date of issuance of the 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 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.

(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.

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* 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* 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 in such manner and to such extent, if any, as may be necessary, so that the 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 Government Code Section 53552 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. Pursuant to Government Code Section 53587, in determining the amount of Refunding Bonds to be issued, the Board hereby determines that any capitalized interest from proceeds of the Refunding Bonds shall be reasonably required.

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 the Rule, 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 respective optional redemption dates therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. as Escrow Agent for the Refunding Bonds and 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 Morgan Stanley & Co. LLC as Underwriter, Isom Advisors, a Division of Urban Futures, Inc. as Municipal Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all 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 Municipal Advisor, 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 2.28%, (ii) the total Finance Charge of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$158,740, (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 and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is \$8,912,163, 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 \$9,589,120. The information presented in this Section 20(g) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

(h) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign.

SECTION 21. Resolution to Treasurers. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer, as well as the Treasurer-Tax Collector of Glenn County, immediately following its adoption.

SECTION 22. Request to Counties to Levy Tax. The Boards of Supervisors and officers of the Counties 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 Counties 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 Boards hereby finds and determines that such *ad valorem* 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 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 13th day of April, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Boss
President, Board of Trustees
Butte-Glenn Community College District

ATTEST:

Samia Yaqub, Ph.D.
Secretary, Board of Trustees
Butte-Glenn Community College
District

SECRETARY’S CERTIFICATE

I, Dr. Samia Yaqub, Secretary to the Board of Trustees of the Butte-Glenn 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 April 13, 2022, of which meeting all of the members of the Board had due notice and at which a quorum was present.

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: April 13, 2022

Samia Yaqub, Ph.D.
Secretary, Board of Trustees
Butte-Glenn Community College District

(Form of Refunding Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**REGISTERED
NO.**

**REGISTERED
\$**

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
(BUTTE AND GLENN COUNTIES, CALIFORNIA)
2022 GENERAL OBLIGATION REFUNDING BONDS**

INTEREST RATE:

MATURITY DATE:

DATED AS OF:

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Butte-Glenn Community College District (the "District") in Butte and Glenn Counties, 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, 2022. 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, 2022, 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 The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the principal 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 California 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 April 13, 2022 (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. 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 such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the bonds in addition to any statutory lien that may exist.

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]

IN WITNESS WHEREOF, the Butte-Glenn Community College District, Butte and Glenn Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District and to be countersigned by the manual or facsimile signature of the [Clerk of][Secretary to] the Board of the District, all as of the date stated above.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Clerk of/Secretary to] 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 _____, 2022.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Authorized Representative

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

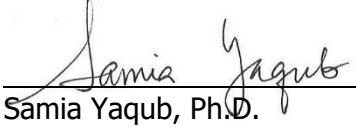
The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees

(Form of Legal Opinion)

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Proposed Revisions, Review, and Adoption of Board Policies	Item No: 22-8282 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Administration	Action Regular <input checked="" type="checkbox"/> Information Consent <input checked="" type="checkbox"/>
Submitted By: Samia Yaqub, Ph.D. Superintendent/President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District subscribes to the Community College League’s Policy and Procedure subscription service which was created to assist districts develop, revise, and adopt policies and procedures based on criteria that are legally required, legally advised, or suggested as good practice for boards and districts.

As policy review is conducted, appropriate campus constituency areas are consulted. Once review and consultation is complete, policies are submitted to the President’s Office for final review by the president and Trustees McGinnis and Blacklock representing the Board.

Status

The enclosed policies have been reviewed as described above and are submitted to the Board as informational. Any suggestions for change will be incorporated into the final version which will be presented for approval at the May 2022 Board meeting.

Board Policy	Title	Action
BP 2200	Board Duties and Responsibilities	Revision
BP 2310	Regular Meetings of the Board	Revision
BP 2435	Evaluation of the Superintendent/President	Revision
BP 2745	Board Self-Evaluation	Revision
BP 3420	Equal Employment Opportunity	Revision
BP 3550	Drug Free Environment and Drug Prevention Program	Revision
BP 4020	Program, Curriculum, and Course Dev	Revision
BP 4230	Grading and Academic Record Symbols	Revision
BP 4250	Probation, Dismissal, and Readmission	Revision
BP 5010	Admissions & Concurrent Enrollment	Revision
BP 5015	Residence Determination	Revision
BP 5020	Nonresident Tuition	Reviewed
BP 5030	Fees	Revision
BP 5033	Academic Council	Rescind
BP 5035	Withholding of Student Records	Revision
BP 5040	Student Records and Directory Information	Revision
BP 5050	Student Success and Support Program	Revision

BP 5052	Open Enrollment	Revision
BP 5055	Enrollment Priorities	Revision
BP 5110	Counseling	Revision
BP 5120	Transfer Center	Revision
BP 5130	Financial Aid	Revision
BP 5140	Disabled Student Programs and Services	Revision
BP 5141	Math Substitution for Students with Disabilities as an Academic Accommodation	Rescind
BP 5150	Extended Opportunity Programs and Services	Reviewed
BP 5200	Student Health Services	Reviewed
BP 5205	Student Accident Insurance	Reviewed
BP 5210	Communicable Disease – Students	Revision
BP 5220	Shower Facilities for Homeless Students	Reviewed
BP 5300	Student Equity	Reviewed
BP 5400	Associated Students Organization	Reviewed
BP 5410	Associated Students Elections	Revision
BP 5420	Associated Students Finance	Revision
BP 5510	Off-Campus Student Organizations	Reviewed
BP 5570	Student Credit Card Solicitation	Reviewed
BP 5700	Intercollegiate Athletics	Revision
BP 5800	Prevention of ID Theft in Student Financial Trans	Reviewed
BP 6620	Naming of Buildings	Revision
BP 7100	Commitment to Diversity	Revision
BP 7120	Recruitment and Hiring	Revision
BP 7130	Compensation	Revision
BP 7250	Educational Administrators	Revision
BP 7600	Campus Police	Revision

BP 2200 Board Duties and Responsibilities

References: ACCJC Accreditation Standard IV

Adopted: May 28, 2008

Last Revised: May 16, 2018; [May 2022](#)

Last Reviewed: May 16, 2018

The Board of Trustees governs on behalf of the citizens of the Butte-Glenn Community College District in accordance with the authority granted and duties defined in Education Code Section 70902.

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest
- Establish policies that define the institutional mission and set prudent, ethical, and legal standards for college operations
- Assures the Board operates in an open, accessible, welcoming spirit, and maintains an inclusive, diverse, equitable, and anti-racist culture
- Establish policies that ensure the District operates in an inclusive, diverse, equitable, and anti-racist manner
- Hire and evaluate the CEO
- Delegate power and authority to the chief executive to effectively lead the district
- ~~Assure~~ ~~ensure~~ fiscal health and stability;
- Monitor institutional performance and educational quality
- Monitor student access and success
- Advocate and protect the district

There are no administrative procedures for this policy.

BP 2310 Regular Meetings of the Board

References: Government Code 54952.2, 54953 et seq., and 54961;
Education Code Section 72000(d);
Adopted: May 28, 2008
Last Revised: [May 2022](#)
Last Reviewed: October 10, 2018

Regular meetings of the Board shall be held as identified in the annual calendar adopted at the organizational meeting of the Board. Regular meetings shall normally be held at either the Butte Community College campus, at 3536 Butte Campus Drive, Oroville, California, or at [1366 Cortina Drive, Orland, California-a location in Glenn County](#).

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board either is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Meetings During Proclaimed States of Emergency

Prior to January 1, 2024, the Board may hold a regular meeting, or special or emergency meetings as defined in BP 2320 Special and Emergency Meetings, virtually through voice or video teleconferencing services during a proclaimed state of emergency under the provisions of the Brown Act.

In order for the Board to meet virtually during a proclaimed state of emergency, the Board will make findings by majority vote, as required by the Brown Act.

If the Board elects to meet virtually during a proclaimed state of emergency, the District will comply with relevant provisions of the Brown Act regarding the posting of agendas, public access to meetings through call-in or internet-based service options, public participation, and limits on Board action in the event of a meeting disruption due to interruption of teleconferencing services.

During proclaimed states of emergency, the Board is not required to provide a physical location from which members of the public may attend or provide public comment.

There are no administrative procedures for this policy.

BP 2435 Evaluation of Superintendent/President

References: Accreditation Standard IV.C.3
Education Code Section 87663
Adopted: April 22, 2009
Last Revised: April 17, 2019, [May 2022](#)
Last Reviewed: April 17, 2019

The appointment of the Superintendent/President will be made by the Board of Trustees for a period of time agreed upon by the Board and the Superintendent/President. Three years will be considered a normal contract period for revised contracts subject to a favorable review by the Board of the Superintendent/President's performance. The initial contract period will be at the discretion of the Board of Trustees, but will in no event exceed three years.

The Board shall conduct an evaluation of the Superintendent/President annually. Each year the President of the Board will appoint a committee of three Trustees to evaluate the performance of the Superintendent/President. These appointments will consist of the Board President, Vice President, and Immediate Past President. The review should reflect the full spectrum of Board opinion. Such evaluation shall comply with any requirements set forth in the contract of employment with the Superintendent/President as well as this policy and associated procedures.

The Board shall evaluate the Superintendent/President using an evaluation process as described in Administrative Procedure 2435. The criteria for evaluation shall be based on Board procedures, the Superintendent/President's job description, and performance goals and objectives jointly developed by the Board and the Superintendent/President. [The criteria for evaluation for the Superintendent/President shall also include performance goals and objectives related to the District's commitment to diversity, equity, inclusion, and anti-racism.](#)

A written report will be presented by the Board President for consideration by the full Board in closed session. The Superintendent/President will receive a copy of the report and will be invited to discuss the report with the Board.

In the final year of the contract, the Board will follow this policy and associated procedures, and if the review is favorable, a new contract will be negotiated to begin at the conclusion of the final year. If the review is negative the Superintendent/President will be given a terminal year.

See Administrative Procedure 2435

BP 2745 Board Self-Evaluation

References: ACCJC Accreditation Standard IV.C.10

Adopted: December 10, 2008

Last Revised: April 17, 2019, [May 2022](#)

Last Reviewed: April 17, 2019

The Board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

To that end, the Board has established the following:

- Each year the Board will review the self-evaluation instrument and process. The instrument will incorporate criteria contained in board policy regarding board operations and board effectiveness.
- [The criteria for the Board's self-evaluation shall also include performance goals and objectives related to the District's and the Board's commitment to anti-racism, diversity, equity, and inclusion.](#)
- All board members will be asked to complete the evaluation instrument and submit it to the Board Secretary.
- A summary of the evaluations will be presented at a special board session scheduled for that purpose. At that time the Board Chair will facilitate discussion of the self-evaluation results with all Board members and together the board will develop goals as needed for self-improvement.
The Superintendent/President will be invited to participate in both the evaluation and the special board session.

See Administrative Procedure 2745.

BP 3420 Equal Employment Opportunity

References: Education Code Sections 87100, et seq.;
Title 5 Section 53000, et seq.;
ACCJC Accreditation Standard III.A.12

Adopted: November 12, 2008
Last Revised: October 16, 2019; [May 2022](#)
Last Reviewed: November 12, 2008

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony, and suitable role models for all students. [An equitable and inclusive hiring process is essential to improve diversity, reduce barriers to employment, and allow potential applicants the opportunity to demonstrate that they meet or exceed the minimum qualifications for employment.](#) The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Superintendent/President or designee shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time is modified or clarified by judicial interpretation. [The Superintendent/President shall further develop hiring procedures driven by diversity, equity, and inclusion and consistent with the Board's intent described above.](#)

See Administrative Procedure 3420

BP 3550 Drug Free Environment and Drug Prevention Program

References: Drug Free Schools and Communities Act, 20 U.S. Code Section 1011i;
34 Code of Federal Regulations Sections 86.1 et seq. ;
Drug Free Workplace Act of 1988, 41 U.S. Code Section 8103

Adopted: November 12, 2008

Last Revised: April 17, 2019; [May 2022](#)

Last Reviewed: April 17, 2019

The District shall be free from all ~~unlawful-illicit~~ drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal.

The Superintendent/President or designee shall ensure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

See Administrative Procedure 3550

BP 4020 Program, Curriculum, and Course Development

References: Education Code Section 70901(b), 70902(b), 78016
Title 5, Section 51000, 51022, 55100, 55130, 55150

Adopted: April 20, 2011

Last Revised: October 16, 2019, May 2021; [May 2022](#)

Last Reviewed: April 20, 2011

The Board has responsibility for the curriculum of the District.

The Faculty Senate Curriculum Committee will review and approve all curriculum proposals in cooperation with the Vice President of Instruction. The Board shall rely primarily on the advice of the Academic Senate with the approval of the Superintendent/President, on all matters pertaining to the curriculum including instruction and student learning. The Board retains authority to approve all programs and curricula offered by the District. The Board authorizes the administration to establish minimum enrollment requirements and procedures for canceling scheduled classes.

The programs and curricula of the District will be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency, and conduciveness to student success. The Superintendent/President shall establish procedures in consultation with the Academic Senate and the Vice President of Instruction for development and review of all curricular offerings, including their establishment, modification, or discontinuance. The Program Review process will also be considered.

The procedures shall include:

- appropriate involvement of the Academic Senate, departments, and faculty in all processes;
- regular review and justification of programs, course descriptions, and content;
- opportunities for training for persons involved in curriculum development and review; and
- consideration of job market and other related information for vocational and occupational programs.

[The Board encourages the District to develop and offer programs and curricula in ethnic studies, programs and curricula that infuse a global perspective into the curricular offerings, and programs and curricula that include instruction on the perspectives of persons with low socioeconomic status in the topic.](#)

All new programs and program discontinuances shall be approved by the Board of Trustees.

All new programs shall be submitted to the California Community Colleges Chancellor's Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted education program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a "credit hour" program or a "clock hour" program.

The Superintendent/President will establish procedures which prescribe the definition of "credit hour" consistent with applicable Title 5 and federal regulations, as they apply to community college districts.

The Superintendent/President shall establish procedures to assure that curriculum at the District complies with the definition of "credit hour" or "clock hour," where applicable.

The Superintendent/President shall also establish procedure for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

See Administrative Procedure 4020

BP 4230 Grading and Academic Record Symbols

References: Title 5, Section 55023 and 55050 et seq.

Adopted: April 20, 2011

Last Revised: May 2022

Last Reviewed: April 20, 2011, May 2021

Courses shall be graded using the grading system established by Title 5.

The grading system shall be published in the college catalog and made available to students.

The grading system shall include the "FW" grade for unofficial withdrawal.

The academic record system shall include the "\$" symbol for credit earned through successful completion of prior learning examinations, experiences, or assessments, pursuant to standards articulated in the District's administrative procedures and approved by the faculty in the appropriate discipline for which prior learning credit is earned.

See Administrative Procedure 4230

BP 4250 Probation, Dismissal, and Readmission

References: Education Code Section 70902 subdivision (b)(3);
Title 5 Sections 55031-55034

Adopted: April 20, 2011

Last Revised: October 16, 2019; May 2022

Last Reviewed: April 20, 2011, May 2021

Probation

There are two kinds of probation at Butte College: Academic and Progress.

A student shall be placed on academic probation if ~~he or she~~ the student has attempted a minimum of 12 semester units of work and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if ~~he or she~~ the student has enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "W" (withdrew), "I" (incomplete), and "NP" (not passed) were recorded reaches or exceeds 50 percent.

A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Superintendent/President.

A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "W", "I", and "NP" drops below 50 percent.

Dismissal

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 in all units attempted in each of three (3) consecutive semesters. (For purposes of this policy, semesters shall be considered consecutive on the basis of the student's enrollment, so long as the break in the student's enrollment does not exceed one full primary term.)

A student who is on progress probation shall be subject to dismissal if the student has completed less than 50% of coursework in three (3) consecutive semesters.

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if the student either shows evidence of extenuating circumstances or shows significant improvement in academic achievement.

Readmission

A student who has been dismissed may either request reinstatement or file an appeal that indicates extenuating circumstances have changed. Readmission may be granted, granted with stipulations, denied, or postponed according to criteria contained in administrative ivee procedures.

The Superintendent/President shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.

See Administrative Procedure 4250

BP 5010 Admissions and Concurrent Enrollment

References: Education Code Sections [52620](#), [52621](#), 76000, 76001, 76002; Labor Code Section 3077; [34 Code of Federal Regulations Part 668.16 subdivision \(p\) \(U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended\)](#); [ACCJC Accreditation Standard II.C.6](#)

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the [Vice President for Student Services](#) ~~Chief Student Services Officer~~ or ~~his or her~~ designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in [Labor Code](#) Section 3077 ~~of the Labor Code~~.

[The District may deny or place conditions on a student's enrollment upon a finding by the Board or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.](#)

[The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Vice President of Student Services or designee shall establish procedures for evaluating the validity of a student's high school completion.](#)

Admission

- Any student whose age or class level is equal to grades K-12 is eligible to attend as a special part-time student for advanced scholastic or vocational courses.
- Any student enrolled in grades K-12 may attend summer session.
- The [Vice President for Student Services](#) ~~Chief Student Services Officer~~ or ~~his or her~~ designee shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission

If the Board denies a request for special [full-time or](#) part-time enrollment by a student who is identified as highly gifted, the board will record its findings and the reason for denying the request in writing within 60 days. The written recommendation and denial shall be issued at the

next regularly scheduled board meeting that occurs at least 30 days after the student submits the request to the district.

The Vice President for Student Services ~~Chief Student Services Officer~~ or ~~his or her~~ designee shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment

Claims for state apportionment submitted by the district based on enrollment of high school students shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Vice President for Student Services ~~Chief Student Services Officer~~ or ~~his or her~~ designee shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

See Administrative Procedure 5010

BP 5015 Residence Determination

References: Education Code Sections 68010, 68086, and 76140;
 Title 5 Sections 54000, et seq.; [38 US Code Section 3679](#)

Adopted: December 10, 2008

Last Revised: October 16, 2019, [May 2022](#)

Last Reviewed: December 10, 2008

Except for students seeking to enroll exclusively in career development and college preparation courses, and other courses for which no credit is given, students shall be classified at the time of each registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend. [Notwithstanding this standard for determining bona fide California residency, a student with military or veteran status may be deemed to qualify as a California resident for in-state tuition eligibility, in accordance with state and federal law.](#)

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The Superintendent/President shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.

See Administrative Procedure 5015

BP 5020 Nonresident Tuition

References: Education Code Sections 68050, 68051, 68130, 68130.5, 76141;
 Title 5 section 54045.5

Adopted: December 10, 2008

Last Revised: October 16, 2019

Last Reviewed: December 10, 2008, [May 2022](#)

Nonresident students shall be charged nonresident tuition for all units enrolled, unless specifically required otherwise by law.

Not later than March 1 of each year, the Chief Financial Officer shall bring to the Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Superintendent/President shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

See Administrative Procedure 5020

BP 5030 Fees

References:	Education Code Sections 76300, et seq.; Chancellor's Office Student Fee Handbook; Title 5 Section 58520; ACCJC Accreditation Standard I.C.6
Adopted:	February 29, 2012
Last Revised:	May 2022
Last Reviewed:	February 29, 2012

The Board authorizes the following fees. The Superintendent/President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also ensure those who are exempt from, or for whom the fee is waived, are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs.

Enrollment fee (Education Code Section 76300)

Each student shall be charged a fee for enrolling in credit courses as required by law.

Course Auditing fees (Education Code 76370)

Persons auditing a course shall be charged a fee of not more than \$15.00 per unit per semester. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

Health fee (Education Code Section 76355)

The President/Superintendent or designee shall present to the board for approval a fee to be charged to each credit student for student health services.

Instructional materials (Education Code Section 76365; Title 5, Sections 59400, et seq.)

Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.

Physical Education Facilities (Education Code 76395)

Where the District incurs additional expenses because a physical education course is required to use non-district facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the district.

Student Representation fee (Education Code 76060.5)

Students will be charged a ~~\$21~~ fee per semester to provide support for student governmental affairs representation. A student may refuse to pay the fee for religious, political, financial, or moral reasons and shall submit such refusal in writing.

Student Transportation Costs (Education Code 76361)

Students shall be charged a fee for the purpose of recovering transportation costs incurred by the district for services provided by common carriers to students. These fees will only be paid by students who use the transportation services, unless a vote of the students in accordance with the Education Code establishes otherwise. The Superintendent/President shall present for board approval fees for transportation for students.

Transcript fees (Education Code 76223)

The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Superintendent/President is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

Technology Access Fee (Student Fee Handbook)

Students shall be charged a fee for costs associated with the purchase of computers, maintenance of such computers, or other related technology costs. A student may refuse to pay the fee and shall submit such refusal in writing.

See Administrative Procedure 5030

BP 5033 Academic Council

References: [Rescind: This is not a League policy. There is an Administrative Procedure that covers this topic.](#)
Adopted: October 10, 2018
Last Revised:
Last Reviewed:

The Board recognizes that on occasion students require relief from regulations governing academic standards and policy. Therefore, the Board established the Academic Council which is empowered to enforce, interpret and/or waive District academic regulations.

See Administrative Procedure 5033.

BP 5035 Withholding of Student Records

References: Title 5, Section 59410

Adopted: December 10, 2008

Last Revised: May 2021; May 2022

Last Reviewed: December 10, 2008

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have ~~grades,~~ diplomas, and registration privileges withheld.

See Administrative Procedure 5035

BP 5040 Student Records and Directory Information

References: Education Code Sections 76200, et seq.;
Title 5, Sections 57600, et seq.; [20 U.S. Code Section 1232g subdivision \(j\)](#);
[ACCJC Accreditation Standard II.C.8](#)

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

The Superintendent/President or designee shall ensure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

The President/Superintendent or designee may direct the implementation of appropriate safeguards to ensure that student records cannot be accessed or modified by any person not authorized to do so.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained herein, and that they may limit the information.

Directory information shall include:

- Student participation in officially recognized activities and sports including weight, height and high school of graduation of athletic team members.
- Degrees and awards received by students, including honors, scholarship awards, athletic awards and Dean's List recognition.

See Administrative Procedure 5040

BP 5050 Student Success and Support Program

References: Education Code Sections 78210, et seq.;
Title 5 Sections 55500, et seq.;
ACCJC Accreditation Standard II.C.2

Adopted: December 10, 2008

Last Revised: October 16, 2019; May 2022

Last Reviewed: December 10, 2008

The District shall provide Student Success and Support Program services to students for the purpose of furthering equality of educational opportunity and academic success. The Board expects the Student Success and Support Programs to specifically identify and close opportunity gaps that adversely impact student success and improve the District's commitment to diversity, equity, and inclusion to better support student success. The purpose of Student Success and Support Program services is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements.

The Superintendent/President shall establish procedures to assure implementation of Student Success and Support Program services that comply with Title 5 regulations.

See Administrative Procedure 5050

BP 5052 Open Enrollment

References: Title 5 Section 51006

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

All courses, course sections, and classes of the District shall be open for enrollment to any person who has been admitted to the college. Enrollment may be subject to any priority system that has been established. Enrollment may also be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations such as exemptions set out in statute or regulation.

The [Vice President for Student Services](#) ~~Chief Student Services Officer~~ or ~~his or her~~ designee shall assure that this policy is published in the catalog(s) and schedule(s) of classes.

See Administrative Procedure 5052

BP 5055 Enrollment Priorities

References: Title 5, Sections 51006, 58106, 58108

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

The [Vice President for Student Services](#) ~~Chief Student Services Officer~~ or ~~his or her~~ designee shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

See Administrative Procedure 5055

BP 5110 Counseling

References: Education Code Section 72620; Title 5, Section 51018;
[ACCJC Accreditation Standard II.C.5](#)

Adopted: December 10, 2008

Last Revised:

Last Reviewed: December 10, 2008

[Counseling services are an essential part of the educational mission of the District.](#)

The Superintendent/President shall ensure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Counseling shall be required for all first-time students enrolled for more than six units, students enrolled provisionally, and students on academic or progress probation.

See Administrative Procedure 5110

BP 5120 Transfer Counseling Center

References: Title 5, Section 51027; Education Code section 66720 – 66744

Adopted: December 10, 2008

Last Revised: May 2022

Last Reviewed: December 10, 2008

The Superintendent/President shall ensure that all students with an educational plan that identifies transfer as their goal, shall be encouraged to obtain a transfer degree. Further, the Superintendent/President shall establish such programs that are designed to increase the transfer applications of underrepresented students. All transfer programs shall comply with applicable laws and regulations.

~~a transfer plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.~~

See Administrative Procedure 5120

BP 5130 Financial Aid

References: [Education Code Sections 66021.6 and 76300;](#)
[20 U.S. Code Sections 1070 et seq.;](#)
[34 Code of Federal Regulations Part 668 \(U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended\);](#)
[ACCJC Accreditation Standard III.D.15](#)
~~[20 U.S.C. Sections 1070, et seq.;](#)~~
~~[34 CFR Section 668;](#)~~
~~[Education Code Section 76300](#)~~

Adopted: December 10, 2008
Last Revised: [May 2022](#)
Last Reviewed: December 10, 2008

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The Superintendent/President shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

Misrepresentation

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in "substantial misrepresentation" of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Superintendent/President, or designee, shall establish procedures for regularly reviewing the District's website and other informational materials for accuracy and completeness and for training District employees and vendors providing educational programs, marketing, advertising, recruiting, or admission services concerning the District's educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Superintendent/President, or designee, shall establish procedures wherein the District shall periodically monitor employees' and vendors' communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its Governing Board do not waive any defenses or governmental immunities by enacting this policy.

See Administrative Procedure [5130](#)

BP 5140 Disabled Students Programs and Services

References: Education Code Sections 67310, 84850;
Title 5, Sections 56000 et seq.
Adopted: December 10, 2008
Last Revised: May 2022
Last Reviewed: December 10, 2008

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable ~~assisted to participate whenever possible in the regular educational~~ programs in the District.

The Disabled Students Programs and Services (DSPS) program shall be the primary provider for support programs and services that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws.

DSPS shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, technology accessibility, accessible facilities, equipment, instructional programs, rehabilitation counseling, and academic counseling.

No student with disabilities is required to participate in the DSPS program.

The District shall respond in a timely manner to accommodation requests involving academic adjustments. The Superintendent/President, or designee, shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Superintendent/President shall assure that the DSPS program conforms to all requirements established by the relevant law and regulations.

See Administrative Procedure 5140

BP 5141 Math Substitution for Students with Disabilities as an Academic Accommodation

References: California Code of Regulations (CCR);
Rehabilitation Act of 1973, Section 504;
Title 5 Section 56027

Adopted: April 17, 2019

Last Revised: [Rescind: This is not a League policy. There is an Administrative Procedure that covers this and a Board Policy is not legally required.](#)

Last Reviewed:

The District is required to make modifications to academic requirements and practices as necessary in order to ensure that they do not discriminate against a qualified student with a disability. The District is also required to have a policy and procedure for responding to students with verified disabilities who request academic adjustments. Students with disabilities have the right to receive reasonable academic adjustments in order to create an educational environment where they have equal access to instruction without fundamentally altering any course, educational program, or degree.

The District recognizes that a disability may have an impact for a student who is completing course requirements in the same manner that is expected of other students. It is the intent of the District that students with disabilities be admitted to courses and programs on an equal basis with all students. To ensure equal access for students with disabilities, academic accommodations and auxiliary aids are provided to the extent necessary to comply with all regulations. A Math Substitution for Students with Disabilities as an Academic Accommodation Student Petition will only be considered when the student's disability creates an obstacle to successful completion of a math course required for graduation only after a good faith effort and the use of accommodations and resources have been documented on the part of the student.

When a student's disability is so substantial that any attempt at completing the course or petitioning for a course substitution would be futile and all other options have been exhausted, a student may request a math competency waiver from the Director for Disabled Student Programs and Services (DSPS). Requests will be handled on an individual case-by-case basis so the recommendation does not jeopardize the integrity of the student's access, achievement, preparation, or curricular integrity of a course.

See Administrative Procedure 5141

BP 5150 Extended Opportunity Programs and Services

References: Education Code 69640 – 69656;
 Title 5 Sections 56200 et seq.
Adopted: December 10, 2008
Last Revised:
Last Reviewed: December 10, 2008; [May 2022](#)

Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.

The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, and financial aid.

The Superintendent/President shall assure that the EOPS program conforms to all requirements established by the relevant law and regulations.

See Administrative Procedure 5150

BP 5200 Student Health Services

References: Education Code Section 76401

Adopted: December 10, 2008

Last Revised:

Last Reviewed: December 10, 2008; [May 2022](#)

Student health services shall be provided in order to contribute to the education aims of students by promoting physical and emotional well-being through health-oriented programs and services.

See Administrative Procedure 5200

BP 5205 Student Accident Insurance

References: Education Code Section 72506

Adopted: December 10, 2008

Last Revised:

Last Reviewed: December 10, 2008; [May 2022](#)

The District shall ensure that students are covered by accident insurance in those instances required by law or contract.

See Administrative Procedure 5205

BP 5210 Communicable Diseases – Students

References: Education Code Section 76403

Adopted: December 10, 2008

Last Revised: May 2022

Last Reviewed: December 10, 2008

The Superintendent/President shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable illnesses or diseases in students.

See Administrative Procedure 5210

BP 5220 Shower Facilities for Students

References: Education Code Section 76011

Adopted: April 17, 2019

Last Revised:

Last Reviewed: [May 2022](#)

The Superintendent/President shall establish procedures necessary to make on-campus shower facilities available to students, including any homeless students, who are currently enrolled in coursework at Butte College, have paid all applicable fees, and are in good standing with the District.

See Administrative Procedure 5220.

BP 5300 Student Equity

References: Education Code Sections 66030; 66250, et seq.; 72010 et seq.; Title 5, Section 54220

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

The Board is committed to assuring student [diversity](#), equity, [inclusion, and anti-racism](#) in [all](#) educational programs and college services. The Superintendent/President shall establish and implement a student [diversity](#), equity, [inclusion, and anti-racism](#) plan that meets the Title 5 standards for such a plan.

See Administrative Procedure 5300, Student Equity Plan

BP 5400 Associated Students Organization

References: Education Code Section 76060

Adopted: December 10, 2008

Last Revised:

Last Reviewed: December 10, 2008; [May 2022](#)

The students of the District are authorized to organize a student body association. The Board hereby recognizes that association as the Associated Students of the District.

The Associated Students organization is recognized as the official voice for the students in District and college decision-making processes. It may conduct other activities as approved by the President/Superintendent. The Associated Students activities shall not conflict with the authority or responsibility of the Board or its officers or employees.

The Associated Students shall conduct itself in accordance with state laws and regulations and administrative procedures established by the President/Superintendent.

The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the President/Superintendent. Such use shall not be construed as transferring ownership or control of the premises.

See Administrative Procedure 5400

BP 5410 Associated Students Elections

References: Education Code Section 76061

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the President/Superintendent.

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

- The student shall be enrolled in the District at the time of election and throughout the student's ~~his or her~~ term of office, with a minimum of five semester units or the equivalent.
- The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 and related administrative procedures).

See Administrative Procedure 5410

BP 5420 Associated Students Finance

References: Education Code Section 76063 - 76065

Adopted: December 10, 2008

Last Revised: [May 2022](#)

Last Reviewed: December 10, 2008

Associated Student funds shall be deposited, loaned, or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- The Vice President for Student Services
- ~~Supervisor of the Associated Students Advisor~~ [Dean of Students](#)
- Associated Students Advisor

The funds of the Associated Students shall be subject to an annual audit.

See Administrative Procedure 5420

BP 5510 Off-Campus Student Organizations

References: 34 Code of Federal Regulations Section 668.46(b)(7)

Adopted: February 14, 2018

Last Revised:

Last Reviewed: May 2022

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District. ~~engage at off-campus locations.~~

See Administrative Procedure 5510

BP 5570 Student Credit Card Solicitations

References: Title 5 Section 54400; Civil Code Section 1747.02(m); Education Code Section 99030

Adopted: December 10, 2008

Last Revised:

Last Reviewed: December 10, 2008; [May 2022](#)

No credit card solicitation will be allowed on campus

BP 5700 Athletics

References: [Education Code Sections 66271.6, 66271.8, 67360 et seq., 67456, and 78223;](#)
[20 U.S. Code Sections 1681 et seq.;](#)
[ACCJC Accreditation Standard II.C.4;](#)
[California Community College Athletic Association \(CCCAA\) Constitution and CCCAA Bylaws](#)
~~[Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq](#)~~

Adopted: September 14, 2011

Last Revised: [May 2022](#)

Last Reviewed: September 14, 2011

The District shall maintain an organized program for ~~men and women~~ students in intercollegiate athletics. ~~The District will offer opportunities for participation in athletics equally to male, female, and transgender students consistent with state and federal law and California Community College Athletic Association standards. The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.~~

Students who represent Butte College in athletic competition are expected to demonstrate good citizenship, sportsmanship, responsibility, honesty, and integrity on the field or court, on the campus, in the classroom, in the community, or in whatever venue their college activities occur. All Butte College students are subject to the Student Code of Conduct.

The Superintendent/President shall ensure that the athletics program complies with state and federal laws, ~~the California Community College Athletic Association (CCCAA) Constitution, Bylaws, and Sport Championship Handbooks, and Commission on Athletics Constitution and Sports Guides,~~ and appropriate Conference Constitution regarding student athlete participation.

The procedure for this policy is the Student Code of Conduct.

BP 5800 Prevention of Identity Theft in Student Financial Transactions

References: [15 U.S. Code Section 1681m subdivision \(e\)](#), Fair and Accurate Credit Transactions Act, (Pub. L. 108-159)

Adopted: May 25, 2011

Last Revised:

Last Reviewed: May 25, 2011; [May 2022](#)

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“red flags”) that could indicate identify theft of students.

The Superintendent/President or designee shall develop procedures to implement an Identify Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

See Administrative Procedure 5800

BP 6620 Naming Buildings

References:

Adopted: November 12, 2008
Last Revised: [May 2022](#)
Last Reviewed: November 12, 2008

All recommendations for naming, [removing of names from, and renaming](#) buildings, [facilities, or grounds](#) shall be submitted to the Board by the Superintendent/President or designee for action.

All recommendations shall comply with the criteria [proposed](#) ~~established~~ by the Superintendent/President or designee [and approved by the Board of Trustees](#).

See Administrative Procedure 6620

BP 7100 Commitment to Diversity, Equity, Inclusion, and Anti-racism

References: Education Code Sections 87100 et seq.; Title 5, Sections 53000 et seq.

Adopted: November 12, 2008

Last Revised: February 14, 2018; May 2022

Last Reviewed:

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student ~~access, success, and diversity~~ and committed to a diverse, equitable, inclusive, and anti-racist campus culture. The Board recognizes that diversity, equity, inclusion, and anti-racism in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students and employees. The Board is strongly committed to hiring and staff development processes that support the goals of equal opportunity and diversity, equity, and inclusion in the college's student success plan and student diversity plan, as well as the college's equal opportunity policies, ~~and shall~~ provide equal consideration for all qualified candidates, and create an anti-racist academic and employment environment.

See Administrative Procedure 7100

BP 7120 Recruitment and Hiring

References: Education Code Section 70901.2, 70901(b)(7) & (d), 87100 et seq., and 87458
Title 5 Sections 53000 et seq. and 51023.5;
ACCJC Accreditation Standard III.A.1

Adopted: November 12, 2008

Last Revised: February 14, 2018; May 2022

Last Reviewed: February 14, 2018

The District's recruitment and hiring procedures will demonstrate a commitment to diversity, equity, inclusion, and anti-racism in order to achieve the District's mission and support students in achieving their educational goals. The District's recruitment and hiring procedures will allow the District to engage in diversity hiring that increases the representation of underrepresented communities in the District's workforce. Diversity hiring includes a hiring process that mitigates unconscious bias and eliminates irrational barriers to employment to allow the District to hire the best candidate regardless of the candidate's protected classes. Underrepresented communities consist of individuals holding identities broadly underrepresented in the District's workforce in comparison to their representation in the field or job category within the state of California or nationally in higher education.

The Superintendent/President or designee shall establish procedures for the recruitment and hiring of employees including, but limited to, the following criteria.

1. An Equal Employment Opportunity Plan shall be implemented according to Title 5, ~~and~~ Board Policy 3420 entitled Equal Employment Opportunity, and Board Policy 7100 entitles Commitment to Diversity, Equity, Inclusion, and Anti-racism.
2. Academic employee candidates shall possess the minimum qualifications prescribed for their positions by the Board of Governors.
3. The criteria and procedures for hiring academic employees shall be established and implemented in accordance with Board policies and procedures regarding the Academic Senate's role in local decision-making.
4. The criteria and procedures for hiring classified employees shall be established after first affording the California School Employees Association (CSEA) an opportunity to participate in the decisions under the Board's policies regarding local decision making.

See Administrative Procedure 7120

BP 7130 Compensation

References: Education Code Sections 70902(b)(4); 87801; and 88160;
Government Code Section 53200;
34 Code of Federal Regulations 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended)

Adopted: November 12, 2008

Last Revised: February 14, 2018; [May 2022](#)

Last Reviewed: February 14, 2018

Salary schedules, compensation and benefits, including health and welfare benefits, for all classes of employees and each administrator employed pursuant to a contract under Education Code Section 72411, shall be established by the Board.

Prohibition of Incentive Compensation

Except as applicable to international students residing in other countries who are not eligible to receive federal student assistance, ~~t~~The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as "covered employees" for purposes of this policy.

There are no administrative procedures for this policy.

BP 7250 Educational Administrators

References: Education Code Sections 72411 et seq., 87002(b), 87457-87460;
Government Code Section 3540.1(g) and (m)

Adopted: November 12, 2008

Last Revised: November 15, 2017; May 2022

Last Reviewed:

An administrator is a person employed by the Board in a supervisory or management position as defined in Government Code Sections 3540, et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

An educational administrator who has not previously acquired tenure as a faculty member in the District shall have the right to become a first year probationary faculty member once the administrator's ~~his or her administrative~~ assignment expires or is terminated, if the following criteria are met:

- The administrator meets the criteria established by the District for minimum qualifications for a faculty position, in accordance with procedures developed jointly by the Superintendent/President or designee and the Academic Senate and approved by the Board. The Board shall rely primarily on the advice and judgment of the Academic Senate to determine that an administrator possesses minimum qualifications for employment as a faculty member.
- The administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member, in the district.
- The requirements of Education Code Section 87458(c) and (d), or any successor statute, are met with respect to prior satisfactory service and reason for termination is for any reason other than dismissal for cause.
- The District has a vacancy for which the administrator meets minimum qualifications. A vacancy means that a position available within the District and the District has appropriately allocated, budgeted, and prioritized in accordance with District practice.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the Board upon recommendation by the Superintendent/President or designee. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the Board upon recommendation by the Superintendent/President or designee.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the Superintendent/President or designee.

Educational administrators are not eligible for inclusion in a bargaining unit represented by an exclusive bargaining agreement.

Every educational administrator shall be employed by an appointment or contract of ~~two~~^{three} years for the first contract; two or three -years thereafter.

The Board may, with the consent of the administrator concerned, terminate, effective on the next succeeding first day of July, the terms of employment and any contract of employment with the administrator, and reemploy the administrator on any terms and conditions as may be mutually agreed upon by the Board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

If the Board determines that, the administrator is not to be reemployed when his or her appointment or contract expires, notice to an administrator shall be in accordance with the terms of the existing contract. If the contract is silent, notice shall be in accordance with Education Code Section 72411.

See Administrative Procedure 7250

BP 7600 Campus Police

References: Education Code Sections 72330, et seq.; Government Code Sections 3300, et seq.

Adopted: November 12, 2008

Last Revised: February 14, 2018; May 2022

Last Reviewed: February 14, 2018

The Board has established a police department under the supervision of the Chief of Police, who shall report directly to the Superintendent/President or designee. The department shall have jurisdiction to enforce the law on or near the campuses and other grounds or properties owned, operated, controlled, or administered by the District, or by the State acting on behalf of the District.

District police officers shall be employed as members of the classified service but shall, when duly sworn, be peace officers as defined by law. Prior to employment, they shall satisfy the training requirements set out in Penal Code Sections 830, et seq.

The Superintendent/President or designee shall establish minimum qualifications of employment for the Chief of Police including, but not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officers' Standards and Training. The Chief of Police shall be employed as a member of the Management, Supervisory, Confidential staff.

The Superintendent/President or designee shall ensure that every member of the police department first employed by the District before July 1, 1999, satisfies the requirements of state law regarding qualifications for continued employment.

Every sworn member of the police department shall be issued a suitable identification card and badge bearing words "Butte College Police."

The Superintendent/President or designee, in cooperation with the Chief of Police, shall issue regulations as may be necessary for the administration of the police department.

Use of Force

The Board directs the Chief of Police to establish operational guidelines regarding reasonable use of force for District police officers. The Board expects every District police officer to carry out their duties, including the use of force, in a fair and unbiased manner, ~~and to use reasonable force in any situation and~~ make decisions in a professional, impartial, and reasonable manner, ~~and to use of~~ de-escalation techniques whenever possible.

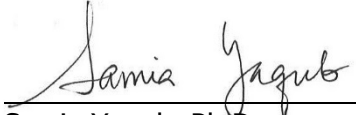
Report Regarding Complaints

The Chief~~(s)~~ of Police shall provide the Board, when requested, with a report regarding complaints against the police department and police officers. This report must disaggregate the complainants by race, gender, religion, or any other characteristic identified by the Board.

See Administrative Procedure 7600

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

April 13, 2022

Subject: Consider/Approve Employment Contract for Superintendent/President	Item No: 22-8283 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Superintendent/President Search	Action <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/>
Submitted By: Julie Boss Board of Trustees President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

SB 1436 requires an oral summary of compensation to be approved for a local agency executive. A local agency executive includes persons who are outside of a union, are not classified employees, AND who meet anyone of the following:

1. The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency,
2. The person is the head of a department of a local agency, or
3. The person’s position within the local agency is held by an employment contract between the local agency and that person.

Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

Status

At the March 29, 2022 special meeting of the Board of Trustees, the Board unanimously voted to select a Superintendent/President and to give direction to Board President Julie Boss to negotiate an employment contract. The Board of Trustees and the Superintendent/President have reached agreement on the attached employment contract.

Recommendation

Following the oral statement, it is recommended that the Board of Trustees approve the employment contract for the Superintendent/President.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR SUPERINTENDENT/PRESIDENT EMPLOYMENT**

2022/2024 Academic Year

This agreement for administrative employment ("Agreement") is made between the Butte-Glenn Community College District ("District") and Virginia Guleff, Superintendent/President ("President").

RECITALS

- A. District desires to employ President and President hereby accepts employment on the terms and conditions in this Agreement.
- B. President represents and warrants that they possess the minimum qualifications for the position as established by state law and District policy.
- C. President acknowledges that this position is a management position as an **Educational Administrator** in accordance with Education Code sections 72411 and 87002. President acknowledges that they serve at the pleasure of the Governing Board and that President does not possess a property interest in this position.

AGREEMENT

1. **Term.** The District hereby employs President for a term beginning July 1, 2022 and terminating on June 30, 2024, subject to the terms and conditions below.
2. **Duties.**
 - a. **General.** The President shall satisfactorily perform the duties of District President as prescribed by the laws of the State of California and the District's job description for President. The President shall use their best efforts and shall devote all time necessary to perform such duties. The President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees ("Board"). President shall have primary responsibility for formulating and recommending policies to the Board, as well as execution of Board policies.
 - b. **Personnel Matters.** The President shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer, and dismissal of employees.
 - c. **Administrative Functions.** The President, as the Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve their professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff, and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board District goals and objectives; (8) unless unavoidably detained, attend all regular, special, and executive session meetings of the Board.
3. **Salary.** For the **2022-2023** academic year, President's annual salary shall be **\$275,000**. This salary will be increased for 2022-2023 and each year after that by the same cost-of-living (COLA) percentage received by District Employees. Upon favorable performance evaluation of the President, in its sole discretion the Board shall increase President's salary each fiscal year by an amount to be mutually determined by taking action at a subsequent regular meeting of the

Board. The Board reserves the right not to grant compensation increases if in its sole discretion the Board determines that fiscal conditions warrant no salary increase.

4. **Fringe Benefits.** President shall receive the same health and welfare benefits afforded to other academic management employees. These benefits shall not be considered vested and may be changed from time to time for both the President and other academic management employees. Currently, in addition to statutory benefits, the District provides health, dental, vision, group life, and long-term disability benefits to academic management employees.
5. **Post-Retirement Health Benefits.** If the President has met the eligibility requirements for receiving post-retirement health benefits according to District policy, the President may select from among then-available health insurance plans offered to qualified retirees and eligible dependents of the District. The District reserves the right to change the available health plans and coverage, and if District retiree plans limit coverage, then the amount of the benefit shall be limited to that coverage available via the existing retiree health plans.
6. **Expense Reimbursement.** District shall reimburse President for actual and necessary expenses incurred within the course and scope of President's employment, so long as such expenses are consistent with this Agreement and District policy.
 - a. **Automobile.** The President is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the President for this vehicle requirement, the President shall receive a vehicle allowance of \$6,193.20 per year payable in twelve (12) monthly payments. This allowance will be increased each year by the same cost-of-living adjustment (COLA) percentage received by District employees. In addition, the President shall be entitled to reimbursement for reasonable transportation expenses incurred for travel outside the District in accordance with the terms of this Agreement and Board policy. This allowance will not be considered as creditable compensation under the President's respective retirement system. The President shall provide the District a Certificate of Insurance annually showing the District is named as an additional insured under the President's personal automobile insurance policy.
 - b. **Business Expense Allowance.** The President may be reimbursed up to \$5,000 per fiscal year for actual and necessary expenses incurred on behalf of the District. This reimbursement is intended for professional memberships, subscriptions, and dues, as well as related matters. No documentation is required in order to receive this allowance. The President shall have discretion regarding the expenditure of this allowance. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for retirement purposes. In addition, the President shall have a District credit card for reimbursement for other District-related business expenses such as attendance, travel, and lodging related to professional conferences, as well as related matters involving travel and meals, to be used in accordance with District policy and within budget limits set by the District and the Board.
7. **Evaluation.** The President shall be evaluated at least annually by the Board in the manner and in accordance with the timelines established by Board Policy No. 2435 and any associated procedures. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement. The President's annual goals shall be provided to the President with the annual report on the President's performance.
8. **Holidays/Vacation/Sick Leave.**
 - a. President shall be entitled to twenty-four (24) days of vacation per fiscal year, exclusive of paid holidays designated in Education Code sections 79020/79021 or any other holidays as specified by the District. After President has accumulated fifty (50) unused vacation days, they shall not earn any additional vacation until they have used vacation days sufficient to reduce the number of accrued but unused vacation days below the cap. Vacation shall accrue in monthly installments of two (2) days per month.

- b. President shall be allocated twelve (12) days of sick leave annually which shall accrue at the rate of one (1) day per month and shall accrue from year to year. Sick leave will be used in the same manner as provided for academic management employees.
 - c. President shall be entitled to all other leaves as provided in Board Policy 7250 and related administrative procedures.
9. **Work Year.** President shall provide twelve (12) full and regular months of service to the District; holidays and vacation days are taken as non-duty days. To determine the President's daily rate of pay, the parties agree that the President's annual base salary shall be divided by 260 work days.
10. **Termination.**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the President.
- b. **Termination for Cause.** The Board may terminate the President for cause on any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Board; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct prejudicial to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the President and shall submit a written statement of the grounds for termination and copies of written documents the District reasonably believes support the termination. If the President disputes these matters the President shall then be entitled to a conference before the Board in closed session. The President and the Board shall each have the right to be represented by counsel at their own expense. The President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the President with a written decision and notice of termination. The decision of the Board shall be final.

The parties have acknowledged that President possesses no property interest in President's employment; this conference shall be deemed to provide President with more due process of law than is required by law. The conference with the Board shall be the President's exclusive right to any conference or hearing otherwise required by law. President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the President's administrative remedies.

- c. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the President. In consideration for the exercise of this right, the District shall pay to President, if President does not possess "retreat rights" to a faculty position, per Educational Code 87458 and BP7250: Educational Administrators, a sum equal to six (6) month's salary. At the discretion of the Board, the District may pay up to six (6) months of District-paid health benefits to President, if President does not possess "retreat rights" to a faculty position. Payment of such benefits, if any, shall begin the month after the Board ratifies the termination of this Agreement. If President possesses "retreat rights" to a faculty position, President shall be entitled to a sum equal to one (1) month's salary.

This liquidated damage payment shall be made during the month following President's termination, shall be subject to applicable payroll deductions, and shall be treated as compensation for tax purposes. Payments made pursuant to this termination without cause provision shall be final settlement pay and shall not constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes; no employer or employee contributions shall be made.

The parties agree that any damages to President that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that payments made pursuant to this termination without cause provision, and possibly "retreat rights" to a faculty position, constitutes reasonable liquidated damages, fully compensates the President for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Administrator's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq.

- d. Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement upon its expiration for any reason and without cause or hearing by providing the President with sixty (60) days prior written notice; however, failure to issue a notice of non-renewal shall not extend this contract for any additional period of time notwithstanding Education Code section 72411 and other applicable provisions of law. President shall notify the Board, in writing, no later than July 1 of the last fiscal year of this Agreement of the required timeline to provide the President with a notice of non-renewal.
- e. Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that President engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate President solely upon written notice to President and President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).
- f. Abuse of Office Provisions.** In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should the President receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the President if the President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of President against charges involving abuse of office or position and the President is then convicted of such charges, the President shall fully reimburse the District all funds expended for President's criminal defense.
- g. Resignation.** If President has by law (per Educational Code 87458 and BP7250: Educational Administrators) and intends to exercise "retreat rights" by resigning from the position and electing to serve in a faculty position, President may resign from this position by providing at least sixty (60) days advance written notice to the Board of Trustees, given at least sixty (60) days prior to March 15th of the current academic year, unless the parties agree to a shorter notice period. If the Board in its discretion voluntarily allows "retreat rights" upon resignation pursuant to this paragraph, President understands and acknowledges that their "retreat rights" may not conflict with or supersede the rights of other employees relative to layoff and/or retreat. If President does not intend to exercise "retreat rights" and intends to resign from District employment as an administrator and faculty member, President may resign from District employment at any time with at least

sixty (60) days advance written notice to the Board of Trustees, unless the parties agree otherwise in writing to a shorter notice period.

11. **Tax/Retirement/STRS/PERS Issues.** The District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. President shall assume sole liability and responsibility for all state, federal employment, tax, and retirement consequences and shall defend, indemnify and hold harmless the District from all such consequences. President further declares that prior to signing this Agreement, President apprised their selves of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement or any future amendments.
12. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.
13. **District Rules and Regulations.** This Agreement is intended by the parties to be the sole instrument governing the employment relationship between the parties unless a provision of law is specifically applicable to this Agreement or to the Board/President relationship. The District's policies, rules, and practices shall not be applicable to the President or affect the employment relationship unless specifically referenced in this Agreement or District policy.
14. **No Assignment/Management Hours.** This is an agreement for personal services. The President may not assign or transfer any rights granted or obligations assumed under this Agreement. The demands of the position of President require more than eight (8) hours a day and/or forty (40) hours per work week. President is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.
15. **Integration/Modification.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only in a writing signed by both parties and authorized by Board action.
16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
17. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____

Dated: _____

Julie Boss
President, Board of Trustees

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

Dated: _____

Virginia Guleff