

Deferred Compensation Plan

CREDIT UNION
DEFERRED COMPENSATION INVESTMENT AGREEMENT

The Glendale Community College District (“Employer”) has established the Glendale Community College District Employees Deferred Compensation Plan (“Plan”), and has designated the Superintendent/President (“Administrator”) to administer the Plan and this Agreement on behalf of the Employer.

Glendale Area Schools, Federal Credit Union (“Credit Union”) is a Federal Credit Union, duly organized and existing under the laws of the United States, and is authorized by California law for the investment by local public agencies of deferred compensation funds.

The Agreement sets forth the manner by which Plan funds will be invested with Credit Union, and Credit Union in accordance with the applicable Laws and Regulations, will accept such funds for investment and will account for such funds on a regular basis.

1. Credit Union agrees to accept for investment the funds sent to Credit Union in accordance with the Plan, and to establish and maintain savings accounts in accordance with the instructions of the Administrator and the provisions of this Agreement. All earnings on such accounts will be credited to such accounts in accordance with prevailing practice at Credit Union, unless otherwise instructed by the Administrator.

2. Credit Union shall establish, from time to time, savings accounts at a branch or branches of Credit Union upon instruction of the Administrator for investment of Plan funds sent to it on behalf of the Employer. The accounts will be titled:
GLENDALE COMMUNITY COLLEGE DISTRICT EMPLOYEES DEFERRED
COMPENSATION PLAN.

The Administrator shall have the sole custody of all passbooks or other indices of ownership of said accounts and no investments or withdrawal of funds shall be made in such accounts except in accordance with the written instructions of the Administrator and pursuant to this Agreement.

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3. On either a monthly or tently basis, funds shall be forwarded to Credit Union to be invested pursuant to this Agreement for Participants in the Plan, together with a list indicating to which Employer accounts these deductions should be credited. Promptly upon receipt of said funds, Credit Union shall make the appropriate credits to the applicable accounts. The legal and beneficial ownership of all such funds shall at all times be vested in the Employer.

4. The Employer shall have the same rights and obligations in connection with any of such invested funds as any other investor having the same type of savings accounts with Credit Union. Nothing contained herein shall be construed as requiring any Plan funds to be invested with Credit Union or to remain invested for any specified period of time except as may be required by applicable Law or Regulation or the terms of the applicable savings account Agreement, including, but not limited to the penalty required by Federal Regulation upon withdrawal from an account prior to maturity.

The parties intend that the funds shall be deposited in 30 (or 31) day certificates of deposit as currently permitted by FHLBB regulation, which shall mature on the _____ day of each month and shall automatically be renewed until the same day of the next succeeding month. Additions to or distributions from said account shall be made on the monthly maturity date upon instruction of the Administrator.

5. The initial interest rate to be paid by Credit Union on this account is _____% compounded daily – paid quarterly, however, it is understood such rate is subject to change from time to time as required by Federal Law or Regulation or by action of the Board of Directors of Credit Union. Funds received between maturity dates shall be deposited in an interest-bearing passbook account and shall automatically be added to the 30 (or 31) day certificate account on the monthly maturity date. Credit Union shall notify the Administrator quarterly of the rate which will be paid during the next ensuing calendar quarter.

6. On a calendar quarterly basis, Credit Union will prepare a statement of activity in duplicate for each Participant's deferral and earnings amount. Such statements will recap all activity on the accounts during the period. Statements will be sent to the attention of the Administrator.

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7. Credit Union shall, from time to time, disburse funds from the applicable account or accounts as instructed by the Administrator in accordance with this Agreement.

8. The services to be made available by Credit Union under this Agreement will be performed by Credit Union without any charge to the Administrator, the Employer, or the Participants under the Plan.

9. This Agreement may be terminated at any time by either party hereto upon six months' advance notice in writing to the other party.

10. All notices given pursuant to this Agreement shall be in writing and may be sent by regular or certified mail, postage prepaid, addressed as follows:

Employer: GLENDALE COMMUNITY COLLEGE DISTRICT
1500 North Verdugo Road
Glendale, California 91208

Administrator: John A. Davitt,
Superintendent/President
Glendale Area Schools Federal Credit Union
1800 Broadview Drive
Glendale, California 91208

11. Credit Union shall be entitled to rely on the written instruction of the Administrator designated by the Employer and shall not be required to act upon any oral instructions.

12. This Agreement may be modified by a writing executed by both parties.

13. This Agreement shall be interpreted at all times by the laws of the State of California.

14. Credit Union shall hold harmless and indemnify the Glendale Community College District Board of Trustees, the College District, their officers and employees, from every claim and demand, including those based upon negligence of the Board of Trustees, the District, its officers and employees, which may be made by reason of the investment of funds in the Deferred Compensation Plan with this corporation by the Board of Trustees and the District under the terms of this agreement.

15. Credit Union agrees to abide by all policies, rules and regulations of the Board of Trustees of the Glendale Community College District, including the rule that no

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contact of employees shall be made at the College or any other premises under the jurisdiction of the Glendale Community College District.

16. It is further agreed that any violation of the above rule will result in removal of this Corporation from any further solicitation of investment funds under the Deferred Compensation Plan. It is also agreed that the Board of trustees will be the sole judge of what constitutes sufficient evidence of such a violation.

Plan Administrator:
Superintendent/President

Employer:
President, Glendale Board of Trustees

GLENDALE AREA SCHOOLS, FEDERAL CREDIT UNION

By _____

Title _____

By _____

Title _____

Approved as to Form:

Employer's Attorney

Dated: _____, 20__

At: Glendale, California

Adopted: 10/2/85