



A California Public Benefits Corporation  
Corporation formed September 19, 2019

Bond Oversight Done Right

## 11 Board Minutes, Saturday, October 9, 2021

### MINUTES BOARD OF DIRECTORS

Saturday, October 9, 2021 at 10:00 AM via Zoom

## \$180.8 Billion Proposition 39 School Bonds approved by voters <sup>1</sup>

CABOC website: [www.bondoversight.org](http://www.bondoversight.org)

**Purpose Statement:** “The specific purpose of this corporation is to provide training, assistance, and encouragement to California School Proposition 39 Citizens’ Bond Oversight Committee Members through development of training materials, delivery of online training, conferences, workshops, formation of regional groups of California Citizens’ Bond Oversight Committees and representing common interest at the statewide level.” (Articles of Incorporation, Section 4)

**Bond Oversight Done Right: A Sustainable Strategic Plan for the California Association of Bond Oversight Committees (CABOC) recommendations:** Create a succession plan, Allocate funding to hire a financial consultant, Rework the organizational structure, Create training videos, and Develop performance measurement. (August 13, 2021)

**To participate remotely using Zoom:** Log into Zoom from your laptop, PC, desktop, or tablet and enter the meeting ID 814 8749 1207, passcode 293000. If you are calling in only, you will also need the meeting phone: 1.669.900.6833, after which you will be prompted for the meeting ID.

Note: Advisors are invited to attend this meeting but are not required to attend.

Please silence your cell phone.

Date: Saturday, October 9, 2021

Time: 10:00 AM to 11:30 AM

Place: Zoom

<sup>1</sup> For the period 2001 through 2020. Proposition 39 was approved by the votes in November 2000.  
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Call to Order – Chairperson Jack Weir at 10:05 AM

Roll Call Directors – Secretary Anton Jungherr

| Name             | County        | Present | Absent |
|------------------|---------------|---------|--------|
| Carolyn Castillo | Los Angeles   | X       |        |
| Marcus Crawley   | Alameda       | X       |        |
| Chris Hanson     | San Francisco | X       |        |
| Jason Hunter     | Riverside     |         | X      |
| Anton Jungherr   | Contra Costa  | X       |        |
| Nick Marinovich  | San Diego     | X       |        |
| Mac Moore        | Contra Costa  | X       |        |
| Thomas Rubin     | Alameda       | X       |        |
| Ourania Riddle   | Solano        |         | X      |
| Amadeo Rodriguez | Los Angeles   |         | X      |
| Jack Weir        | Contra Costa  | X       |        |

Sixteen current authorized positions, 11 filled, 5 vacant.

Introduction Advisors and other participants – Anton Jungherr

### ACTION

#### Item 1: Rework the Organizational Structure

Rework the organizational structure was one of the five recommendations made by the USC Team in their August 13, 2021 report, *Bond Oversight Done Right: A Sustainable Strategic Plan for the California Association of Bond Oversight Committees (CABOC)*. See attached report extract (9).<sup>2</sup>

Effective November 1, 2021 it is proposed that the organizational structure shown below be implemented to meet the needs identified in the USC report.

<sup>2</sup> Page reference to attached page.

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## **11 Board Minutes, Saturday, October 9, 2021**

### **CABOC Voting Members (48)**

#### **Board of Directors (11) elected by CABOC Voting Members**

Corporation Officers prescribed in bylaws elected by Board (8): Chairperson, President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer

Executive Committee (8) prescribed in bylaws: Corporation Officers and any other director as approved by Board

Committees (7) prescribed in Board Policy 1: Conference, Finance (Ad Hoc), Legislation, Members Database, Nominations-Elections, Public Relations, Training Materials

Advisors (12), appointed by President, subject to ratification by Board

Executive Director, authorized by Board \*

Deputy Executive Director, authorized by Board \*

Administrative Manager, authorized by Board \*

Newsletter Editor & Webmaster, authorized by Board \*\*

Strategic Planning Consultant, authorized by Board \*

\*Proposed new paid independent contractor position.

\*\*Current paid independent contractor position.

**CABOC Voting Members:** Membership is free, requires signing online membership application.

**Board of Directors:** currently 11, 5 vacant (4 Southern California and 1 Northern California) for a total of 16 authorized positions.

**Advisors:** Goal is 100.

**Executive Director:** proposed Anton Jungherr as an independent contractor, \$100 per month.



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**Deputy Executive Director:** proposed Nick Marinovich as an independent contractor, \$100 per month.

**Administrative Manager:** proposed Denise Sheehan as an independent contractor, \$30 per hour. Denise is currently an independent contractor at \$25 per hour working on California Public Records Act requests for CBOC names and email addresses and also serves as Chief Editor of all our documents. She currently works about 10 hour per week. It is proposed that her hours be increased to about 15 hours per week and that her role be expanded to also include Board agendas and minutes, Executive Committee agendas and minutes, annual membership meeting agendas and minutes, bookkeeping using QuickBook Online, provide documents to webmaster to be uploaded to website, support committees, general administrative support, other tasks as requested by Executive Director.

**Newsletter Editor & Webmaster:** currently Linda Lozito as independent contractor at \$25 per hour. No change in role.

**Strategic Planning Consultant:** proposed is Gregg Visineau, a former CABOC Board member. See his bio. (10)

### *Recommended Motion:*

1. *That the organizational structure displayed above be approved. Approved*
2. *That effective November 1, 2021 the attached independent contractor agreement with Anton Jungherr be approved. (12) Approved*
3. *That effective November 1, 2021 the attached independent contractor agreement with Nick Marinovich be approved. (188) Approved*
4. *That effective November 1, 2021 the attached independent contractor agreement with Denise Sheehan be approved. (24) Approved*
5. *That effective November 1, 2021 the attached independent contractor agreement with Gregg Visineau be approved. (30) Approved*



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### **11 Board Minutes, Saturday, October 9, 2021**

*Motion: That Nick Marinovich be appointed as Assistant Vice President. Approved.*

#### **Item 3: Financial Consultant**

*Recommended Motion: That the Finance Committee is authorized and directed to negotiate an agreement with a financial consultant to develop a two to five-year plan to meet a target revenue goal to ensure long-term stability, subject to ratification by the Board of Directors. Approved*

#### **Item 4: Objectives October to December 2021**

*Recommended Motion: That the attached Objectives October to December 2021 be approved. (36) Approved*

#### **Item 5: CABOC Slogan**

*Recommended Motion: That the current slogan "For Effective Oversight" be changed to "Bond Oversight Done Right." Approved*

### **ACTION CONSENT**

All items to be voted on by one motion unless item is removed for a separate vote.

#### **Item 6: Accept Financial Reports January to September 2021**

- Statement of Financial Position as of September 30, 2021 (37)
- Statement of Activities January – September 2021 (38)
- Budget vs. Actuals: January to September 2021 (39)

*Recommended Motion: That the financial statements described above be accepted. Approved*

#### **Item 7: Approve Minutes, August 14, 2021**

The draft minutes were previously distributed to the Board Directors.



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## **11 Board Minutes, Saturday, October 9, 2021**

*Recommended Motion: Approve the August 14, 2021 Board of Director minutes. (on website) Approved*

### **Item 8: Approve Minutes, August 21, 2021**

The draft minutes were previously distributed to the Board Directors.

*Recommended Motion: Approve the August 21, 2021 Board of Director minutes. (on website) Approved*

## **COMMITTEE REPORTS**

**Item 9: Conference Committee – Tom Rubin, Chairperson**

**Item 10: Training Materials Committee - Marcus Crawley, Chairperson**

**Item 11: Legislative Committee – Anton Jungherr, Member**

**Item 12: Finance Committee – Anton Jungherr, Chairperson**

**Item 13: Members Database Committee – Denise Sheehan, Consultant**

**Item 14: Nominations-Elections Committee – Anton Jungherr**

## **DISCUSSION**

**Item 15: September 16, 2021 Resignation Amadeo Rodriguez as CABOC President Will Continue Board Membership (40)**

**Item 16: Master File Index (41)**

These records have been scanned and will be upload to our website private file cabinet accessible via passcode.

**Item 17: Bassett USD Public Records Request (54)**

**Item 18: CABOC Incorporated, 2<sup>nd</sup> Birthday, September 19, 202**

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**INFORMATION**

**Item 19: Current Projects (56)**

**Item 20: Committees (58)**

**Item 21: Corporate Officers (59)**

**Item 22: Calendar October to December 2021 (60)**

**Item 23: United States of America, Securities and Exchange Commission, Administrative Proceedings, Sweetwater Union High School District, September 16, 2021 (61)**

**Item 24: Sweetwater School District Board Seeks to Silence Opposition, Nick Mrinovich (March 15, 2013) (70)**

**Item 25: GuideStar Gold Seal of Transparency (72)**

**Item 26: Intent of Proposition 39 With Regard to Board Program (Legal Opinion, March 8, 2019) (73)**

**Item 27: OC (Orange County) Homeowners to See School Bond Tax Changes, September 13, 2021 (76)**

**Item 28: California Grand Jury Association Website Now Lists CABOC under the heading Friends of Good and Open Government (81)**



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## 11 Board Minutes, Saturday, October 9, 2021

### ADJOURNMENT

Remarks from Directors and Advisors: Motion to table nomination for 2021 Media Award. Approved.

Agreed to refer the matter of the process for the annual media award to the Conference Committee for review and recommendation to the Board.

Motion to approve the 2021 CBOC Member of Year Award to Gina Haynes, Mt. Diablo Unified School District CBOC. Approved. This award will be presented at the October 16, 2021 Conference.

How could we have improved this meeting? none

Items for future agenda? CBOC Report Cards (Marcus Crawley), Annual CBOC Achievement Award (Jack Weir).

Next Board meeting December 11, 2021 at 10:00 AM

Good of the Order - none

Adjournment by Chairperson Jack Weir at 11:29 AM

Date of Minutes: October 9, 2021, Anton Jungherr, Secretary, Distribution: Board & Advisors

Attachments to the agenda packet are included in the official minutes posted on the website. Distribution copies of the minutes do not include the attachments as they were included in the agenda packet for this meeting.

### DATES FUTURE BOARD/ANNUAL MEETINGS

Saturday, December 11, 2021 at 10:00 AM, Saturday, January 15, 2022 at 10:00 AM, Annual Membership Meeting

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# Bond Oversight Done Right: A Sustainable Strategic Plan for the California Association of Bond Oversight Committees (CABOC)

University of Southern California  
Sol Price School of Public Policy  
PPD 546 – The Professional Practice of Public Administration  
Professor John Calanni  
August 13, 2021

### 3. Rework the Organizational Structure

The CABOC is a sound organizational structure, given its mission requirements and as a registered nonprofit organization. However, there is a severe lack of personnel to fill roles, and there are gaps in who has an understanding of roles and responsibilities. When it was created, the CABOC was overly ambitious at the onset with establishing the structure it has now; this has created many positions that require staffing - with limited personnel and resources to do so. However, this resulted in people fulfilling multiple roles and taking on a lot of administrative work that consumes their volunteer time and has over time, resulted in volunteer burnout. The expertise of members of the Board of Directors should be more tailored to leadership, advice, and crafting policies rather than conducting administrative work. This poses a unique opportunity to develop a clear delineation of what each role and committee are responsible for through "billet" descriptions that can outline the function of the role and how it interacts with others in the CABOC, in some cases with CBOCs.

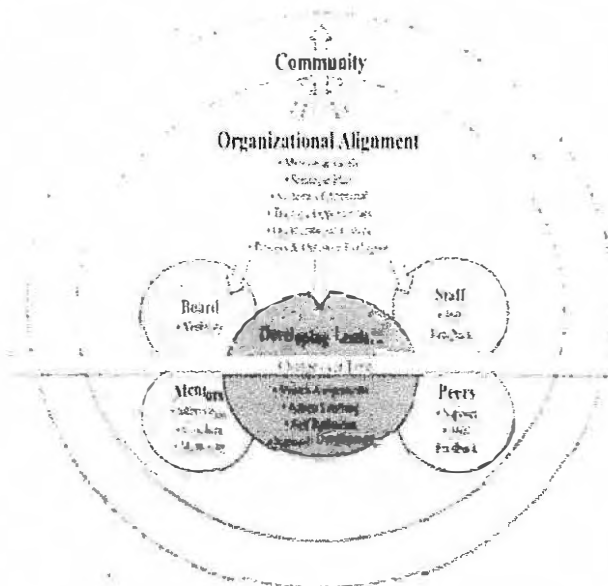


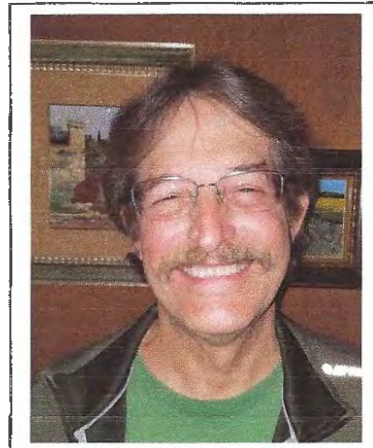
Figure 12. Organizational Alignment

Additionally, this will have the the added benefit of finding people more suited for positions that show ambition or leadership qualities useful to the CABOC as an organization. The roles of the administrative functions, leadership on the Board of Directors, and the various committees themselves are different, and this needs to be modified to allow for a clearer understanding of what one is responsible for - and what they are not responsible for. This would

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result in helping to not overload certain individuals as well as help to identify the right talent to fulfill certain roles that could then be groomed for said role. Austin and Gothard (2013) outline the concepts in Figure 12 in their article *Leadership Succession Planning: Implications for Nonprofit Human Service Organizations*.

**My Back Story:** I was born in Los Angeles on Pearl Harbor Day, December 7<sup>th</sup>, in 1952: A true baby boomer. I lived in West Covina thru kindergarten and then near Silverlake (nestled amongst East Hollywood, Los Feliz, Griffith Park, Atwater Village, Elysian Heights, Chavez Ravine – LA Dodgers – and Echo Park) until graduating from high school in 1970. I started college at the University of California San Diego (La Jolla) that year, with the intent of ending up at the Scripps Institute of Oceanography, inspired by Jacques Cousteau. Alas, the best laid plans...



French and organic chemistry were not friendly to me. And falling in love then with my wife now of 49-years put more than a bit of a kibosh on those plans. We left school in 1972 for Key West through the southern states, drove up the East Coast to Maine and settled back in upstate New York (Greenville, in the Catskills) for a year and a half. One winter was enough. We drove back to California through the northern states and returned to the Bay Area (where my wife grew up and where my Mom had resettled from Los Angeles).

I returned to college in 1975, at the University of California Berkeley, to study mechanical engineering (B.S. 1977), naval architecture (M.Eng. 1979) and to take an MBA degree (1981). I began work at Chevron (in marine transportation) in San Francisco in 1981; had a five-year stint in London (1988 – 1993); and retired at the start of 2009.

**My Experience:** My professional skills reflect time spent in mergers and acquisitions; economic and project analysis; strategic and business planning; operational excellence; emergency response; project finance; supply chain management; logistics and trading; commercial management; and asset management.

I have been a member of the West Contra Costa Unified School District's CBOC since April 2017. I have been involved in District affairs much longer. My family and I are 38-year residents of El Cerrito (in the east San Francisco Bay, between Berkeley to the south and Richmond to the north). We have two grown sons who attended elementary, middle and high schools in the District beginning in 1993. We have been active PTA members, Site Council members and school parents throughout that time.

We have witnessed firsthand an activist Superintendent (with a quiescent Board) lead the District into bankruptcy in the late 1980's. Recently, we have witnessed activist Board members (with a laissez faire Superintendent) lead the District into Grand Jury, Securities & Exchange Commission, FBI and Forensic Accounting investigations.

I have regularly attended Board of Education, CBOC, Audit, Facilities and Governance Committee meetings. I have presented written and oral Public Comments to all of them on topics as diverse as bond funding for IT purchases; conflicts of interest for Board members; governance and fiduciary responsibility; facilities program risk analysis; and learning from past school design and construction errors to improve on future projects.

**My Personal Space:** I like woodworking, carpentry, home repair and renovation. Energy efficiency, drip irrigation, mathematics and planetariums, ecology and the ocean. Science fiction and fantasy, *The Economist* and the *Herald Tribune*, *Scientific American* and *Science News*, philosophy and *On the Nature of Things*. Being surprised by the skies, hiking & biking & walking & kayaking, black & white films and movie theaters. The Indy 500, the Kentucky Derby, cricket, rugby, the World Series, March Madness and the Futbol World Cup. Florence, Venice, Galway, Edinburgh, Himeji, the Cotswolds, Reykjavik, Novorossiysk, the Black Forest, Salzburg, Bruges, Abidjan and the City of Lights. Renaissance art, sepia photos, Peter Max, the Filmore and – most of all – road trips with my wife.

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the “Agreement”) is made on this 9th day of October 2021 by and between California Association of Bond Oversight Committees with its principal place of business located at 121 Ash Court, Hercules CA 94547 (“CABOC”), and Anton Jungherr with his principal place of business at 121 Ash Court, Hercules, CA 94547 (“Contractor”) (sometimes collectively referred to hereinafter as the “Parties”).

### **RECITALS**

**WHEREAS** CABOC needs assistance in leadership, management, fundraising, communications, and planning.

**WHEREAS** Contractor represents that he is qualified and possesses expertise in such areas.

**WHEREAS** CABOC desires to contract with Contractor in the capacity of “independent contractor” to perform various services as defined.

**WHEREAS** Contractor desires to enter into this Agreement to perform such services in the capacity of “independent contractor” on the terms and conditions and for the compensation set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, CABOC and Contractor agree as follows:

### **TERMS**

#### **1. TERM**

This Agreement shall become effective on November 1, 2021 (the “Effective Date”) and shall continue in effect until terminated by either party.

#### **2. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either party shall be deemed to constitute any party or any of such party’s employees or agents to be an employee or agent of the other party or shall be deemed to create any partnership, joint venture, association, syndicate among or between any of the Parties, or shall be deemed to confer on any party any express or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party.

**3. SERVICES TO BE PROVIDED – AS DEFINED IN ATTACHED EXHIBIT A.**

**4. COMPETENT WORK**

All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by CABOC prior to payment.

**5. COMPENSATION**

Contractor shall be entitled to compensation for performing these services, at a rate of \$100 per month.

**6. WAIVER OF BENEFITS**

Contractor hereby waives and foregoes the right to receive any benefits given by CABOC to its regular employees, including, but not limited to, medical, dental vision or other health care benefits, vacation and sick leave benefits, profit sharing plans, or retirement plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Contractor by virtue of her services to CABOC and is effective for the entire duration of Contractor's engagement.

**7. TAXES**

CABOC shall not be responsible for any taxes owed by Contractor arising out of Contractor's relationship with CABOC as set forth in this Agreement. CABOC shall not withhold any taxes from the commissions paid to Contractor. Contractor hereby promises and agrees to indemnify the CABOC for any damages or expenses, including attorney's fees, and legal expenses, incurred by the CABOC as a result of Contractor's failure to make such required payments.

**8. NOT USED**

**9. CONFIDENTIALITY**

- A. Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by CABOC and/or used by him in connection with the operation of its business including, without limitation, CABOC's business and product processes, methods, customer lists, accounts and procedures.
- B. Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CABOC.

**Independent Contractor Agreement**  
**California League of Bond Oversight Committees and Anton Jungherr,**  
**October 9, 2021**

- C. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of CABOC, whether prepared by the Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of CABOC.
- D. Not used.
- E. Upon the termination of this Agreement, or whenever requested by CABOC, Contractor shall immediately deliver to the CABOC all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control.
- F. Contractor further agrees that she will not disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of CABOC and shall at all times preserve the confidential nature of her relationship to CABOC and of the services hereunder.
- G. Contractor understands that any breach of this provision, or the breach of any other confidentiality or non-disclosure agreement, is a material breach of this Agreement.

**10. INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless, CABOC from any and all liability, claims, suits, losses, costs, legal fees, damages, expenses or liability resulting from or arising out of, any negligent act, omission, or misconduct of Contractor in the performance and/or failure to perform this Agreement, including negligent acts or omissions of any direct or indirect employees of Contractor.

**11. ASSIGNMENT**

Contractor shall not assign any of her rights under this Agreement or delegate the performance of any of her duties hereunder, without the prior written consent of CABOC.

**12. TERMINATION**

This Agreement may be terminated prior to the completion of the services by either party giving thirty (30) days' written notice of its desire to terminate this Agreement. Such termination shall not preclude any other remedy to which the terminating party may be entitled, either by law, or in equity, or under this Agreement.

**13. WAIVER; AMENDMENTS**

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion, shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement. No modification, variation, amendment or waiver of this Agreement shall be effective without

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Anton Jungherr,  
October 9, 2021**

the written consent of both Parties hereto at the time of such modification, variation, amendment or waiver.

**14. MEDIATION**

In the event a dispute shall arise between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, the Parties agree to participate in at least four (4) hours of mediation prior to filing a formal complaint in a court of law. The Parties agree to share equally in the costs of mediation.

**15. GOVERNING LAW; VENUE**

The validity, performance, and interpretation of this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the state and federal courts located in the County of Contra Costa, state of California. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts.

**16. NOTICES**

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable commercial overnight delivery service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the person named below of the other party. Notices shall be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight delivery service, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the following:

**CABOC**

President, CABOC  
121 Ash Court  
Hercules, CA 94547  
510.697.7212

**CONTRACTOR**

Anton Jungherr  
121 Ash Court  
Hercules, CA 94547  
510.697.4161

**17. COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Anton Jungherr,  
October 9, 2021**

**18. ENTIRE AGREEMENT**

This Agreement, including all exhibits incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement shall be valid and binding on the Parties unless in writing and duly executed by an authorized representative of the Parties.

**19. HEADINGS**

The headings of the sections of this Agreement are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**20. SEVERABILITY**

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and the unenforceable or invalid provision shall be amended to achieve as closely as possible the economic effect of the original provision.

**21. FORCE MAJEURE**

Except for the payment of money, neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled (subject to giving the other party written notice of the full particulars of the circumstances in question and using diligent efforts to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

**IN WITNESS WHEREOF**, CABOC and Contractor has caused this Agreement to be executed as of the day and year first above written.

**Anton Jungherr**

**California Association of Bond Oversight  
Committees**

Signature

Signature

Contractor: Anton Jungherr

Date

Date

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

Overall strategic and operational services for programs, and execution of its mission.

Services include:

- Leadership
- Management
- Fundraising
- Communications
- Planning

## **INDEPENDENT CONTRACTOR AGREEMENT**

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### **RECITALS**

**WHEREAS** CABOC needs assistance in leadership, management, fundraising, communications, and planning.

**WHEREAS** Contractor represents that he is qualified and possesses expertise in such areas.

**WHEREAS** CABOC desires to contract with Contractor in the capacity of “independent contractor” to perform various services as defined.

**WHEREAS** Contractor desires to enter into this Agreement to perform such services in the capacity of “independent contractor” on the terms and conditions and for the compensation set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, CABOC and Contractor agree as follows:

### **TERMS**

#### **1. TERM**

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#### **2. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either party shall be deemed to constitute any party or any of such party’s employees or agents to be an employee or agent of the other party or shall be deemed to create any partnership, joint venture, association, syndicate among or between any of the Parties, or shall be deemed to confer on any party any express or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party.

**3. SERVICES TO BE PROVIDED – AS DEFINED IN ATTACHED EXHIBIT A.**

**4. COMPETENT WORK**

All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by CABOC prior to payment.

**5. COMPENSATION**

Contractor shall be entitled to compensation for performing these services, at a rate of \$100 per month.

**6. WAIVER OF BENEFITS**

Contractor hereby waives and foregoes the right to receive any benefits given by CABOC to its regular employees, including, but not limited to, medical, dental vision or other health care benefits, vacation and sick leave benefits, profit sharing plans, or retirement plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Contractor by virtue of her services to CABOC and is effective for the entire duration of Contractor's engagement.

**7. TAXES**

CABOC shall not be responsible for any taxes owed by Contractor arising out of Contractor's relationship with CABOC as set forth in this Agreement. CABOC shall not withhold any taxes from the commissions paid to Contractor. Contractor hereby promises and agrees to indemnify the CABOC for any damages or expenses, including attorney's fees, and legal expenses, incurred by the CABOC as a result of Contractor's failure to make such required payments.

**8. NOT USED**

**9. CONFIDENTIALITY**

- A. Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by CABOC and/or used by him in connection with the operation of its business including, without limitation, CABOC's business and product processes, methods, customer lists, accounts and procedures.
- B. Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CABOC.

**Independent Contractor Agreement**  
**California League of Bond Oversight Committees and Nick Marinovich,**  
**October 9, 2021**

- C. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of CABOC, whether prepared by the Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of CABOC.
- D. Not used.
- E. Upon the termination of this Agreement, or whenever requested by CABOC, Contractor shall immediately deliver to the CABOC all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control.
- F. Contractor further agrees that she will not disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of CABOC and shall at all times preserve the confidential nature of her relationship to CABOC and of the services hereunder.
- G. Contractor understands that any breach of this provision, or the breach of any other confidentiality or non-disclosure agreement, is a material breach of this Agreement.

**10. INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless, CABOC from any and all liability, claims, suits, losses, costs, legal fees, damages, expenses or liability resulting from or arising out of, any negligent act, omission, or misconduct of Contractor in the performance and/or failure to perform this Agreement, including negligent acts or omissions of any direct or indirect employees of Contractor.

**11. ASSIGNMENT**

Contractor shall not assign any of her rights under this Agreement or delegate the performance of any of her duties hereunder, without the prior written consent of CABOC.

**12. TERMINATION**

This Agreement may be terminated prior to the completion of the services by either party giving thirty (30) days' written notice of its desire to terminate this Agreement. Such termination shall not preclude any other remedy to which the terminating party may be entitled, either by law, or in equity, or under this Agreement.

**13. WAIVER; AMENDMENTS**

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion, shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement. No modification, variation, amendment or waiver of this Agreement shall be effective without

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Nick Marinovich,  
October 9, 2021**

the written consent of both Parties hereto at the time of such modification, variation, amendment or waiver.

**14. MEDIATION**

In the event a dispute shall arise between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, the Parties agree to participate in at least four (4) hours of mediation prior to filing a formal complaint in a court of law. The Parties agree to share equally in the costs of mediation.

**15. GOVERNING LAW; VENUE**

The validity, performance, and interpretation of this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the state and federal courts located in the County of Contra Costa, state of California. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts.

**16. NOTICES**

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable commercial overnight delivery service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the person named below of the other party. Notices shall be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight delivery service, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the following:

**CABOC**

President, CABOC  
121 Ash Court  
Hercules, CA 94547  
510.697.7212

**CONTRACTOR**

Nick Marinovich  
4976 Randlett Drive  
La Mesa, CA 91942  
619.934.4982

**17. COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Nick Marinovich,  
October 9, 2021**

**18. ENTIRE AGREEMENT**

This Agreement, including all exhibits incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement shall be valid and binding on the Parties unless in writing and duly executed by an authorized representative of the Parties.

**19. HEADINGS**

The headings of the sections of this Agreement are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**20. SEVERABILITY**

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and the unenforceable or invalid provision shall be amended to achieve as closely as possible the economic effect of the original provision.

**21. FORCE MAJEURE**

Except for the payment of money, neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled (subject to giving the other party written notice of the full particulars of the circumstances in question and using diligent efforts to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

**IN WITNESS WHEREOF**, CABOC and Contractor has caused this Agreement to be executed as of the day and year first above written.

**Nick Marinovich**

**California Association of Bond Oversight  
Committees**

Signature

Signature

Contractor: Nick Marinovich

Date

Date

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

Overall strategic and operational services for programs, and execution of its mission.

Services include:

- Leadership
- Management
- Fundraising
- Communications
- Planning

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the “Agreement”) is made on this 9th day of October, 2021, by and between California Association of Bond Oversight Committees with its principal place of business located at 121 Ash Court, Hercules CA 94547 (“CABOC”), and Denise Sheehan with her principal place of business at 911 Notre Dame Avenue, Concord, CA 94518 (“Contractor”) (sometimes collectively referred to hereinafter as the “Parties”).

### **RECITALS**

**WHEREAS** CABOC needs assistance in database management, administrative services, and bookkeeping.

**WHEREAS** Contractor represents that she is qualified and possesses expertise in such areas.

**WHEREAS** CABOC desires to contract with Contractor in the capacity of “independent contractor” to perform various services as directed by CABOC.

**WHEREAS** Contractor desires to enter into this Agreement to perform such services in the capacity of “independent contractor” on the terms and conditions and for the compensation set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, CABOC and Contractor agree as follows:

### **TERMS**

#### **1. TERM**

This Agreement shall become effective on November 1, 2021

#### **2. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either party shall be deemed to constitute any party or any of such party’s employees or agents to be an employee or agent of the other party or shall be deemed to create any partnership, joint venture, association, syndicate among or between any of the Parties, or shall be deemed to confer on any party any express or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party.

**3. SERVICES TO BE PROVIDED – AS DEFINED IN ATTACHED EXHIBIT A.**

**4. COMPETENT WORK**

All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by CABOC prior to payment.

**5. COMPENSATION**

Contractor shall be entitled to compensation for performing those tasks, at a rate of \$30 per hour.

**6. WAIVER OF BENEFITS**

Contractor hereby waives and foregoes the right to receive any benefits given by CABOC to its regular employees, including, but not limited to, medical, dental vision or other health care benefits, vacation and sick leave benefits, profit sharing plans, or retirement plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Contractor by virtue of her services to CABOC and is effective for the entire duration of Contractor's engagement.

**7. TAXES**

CABOC shall not be responsible for any taxes owed by Contractor arising out of Contractor's relationship with CABOC as set forth in this Agreement. CABOC shall not withhold any taxes from the commissions paid to Contractor. Contractor hereby promises and agrees to indemnify the CABOC for any damages or expenses, including attorney's fees, and legal expenses, incurred by the CABOC because of Contractor's failure to make such required payments.

**8. EXPENSES**

During the term of this Agreement, the Contractor shall invoice and the CABOC shall reimburse Contractor for all reasonable and prior approved out-of-pocket expenses, which are incurred in connection with the performance of her tasks hereunder.

**9. CONFIDENTIALITY**

- A. Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by CABOC and/or used by her in connection with the operation of its business including, without limitation, CABOC's business and product processes, methods, customer lists, accounts, and procedures.
- B. Contractor agrees that she will not disclose any of the aforesaid, directly, or indirectly, or use any of them in any manner, either during the term of this

**Independent Contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020**

Agreement or at any time thereafter, except as required during this engagement with CABOC.

- C. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of CABOC, whether prepared by the Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of CABOC.
- D. Not used.
- E. Upon the termination of this Agreement, or whenever requested by CABOC, Contractor shall immediately deliver to the CABOC all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control.
- F. Contractor further agrees that she will not disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of CABOC and shall always preserve the confidential nature of her relationship to CABOC and of the services hereunder.
- G. Contractor understands that any breach of this provision, or the breach of any other confidentiality or non-disclosure agreement, is a material breach of this Agreement.

## **10. INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless, CABOC from all liability, claims, suits, losses, costs, legal fees, damages, expenses, or liability resulting from or arising out of any negligent act, omission, or misconduct of Contractor in the performance and/or failure to perform this Agreement, including negligent acts or omissions of any direct or indirect employees of Contractor.

## **11. ASSIGNMENT**

Contractor shall not assign any of her rights under this Agreement or delegate the performance of any of her duties hereunder, without the prior written consent of CABOC.

## **12. TERMINATION**

This Agreement may be terminated prior to the completion of the tasks by either party giving thirty (30) days' written notice of its desire to terminate this Agreement. Such termination shall not preclude any other remedy to which the terminating party may be entitled, either by law, or in equity, or under this Agreement.

## **13. WAIVER; AMENDMENTS**

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion, shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement. No

**Independent Contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020**

modification, variation, amendment, or waiver of this Agreement shall be effective without the written consent of both Parties hereto at the time of such modification, variation, amendment, or waiver.

**14. MEDIATION**

In the event a dispute shall arise between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, the Parties agree to participate in at least four (4) hours of mediation prior to filing a formal complaint in a court of law. The Parties agree to share equally in the costs of mediation.

**15. GOVERNING LAW; VENUE**

The validity, performance, and interpretation of this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law's provisions. Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the state and federal courts located in the County of Contra Costa, state of California. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts.

**16. NOTICES**

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable commercial overnight delivery service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the person named below of the other party. Notices shall be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight delivery service, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the following:

**CABOC**

Anton Jungherr  
121 Ash Court  
Hercules, CA 94547  
ajungherr@aol.com  
510.697.7212

**CONTRACTOR**

Denise Sheehan  
911 Notre Dame Avenue  
Concord, CA 94518  
denisesheehan@gmail.com  
925.683.2708

**17. COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

## **18. ENTIRE AGREEMENT**

This Agreement, including all exhibits incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement shall be valid and binding on the Parties unless in writing and duly executed by an authorized representative of the Parties.

## **19. HEADINGS**

The headings of the sections of this Agreement are for convenience only and shall not affect the meaning of the provisions of this Agreement.

## **20. SEVERABILITY**

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid, and the unenforceable or invalid provision shall be amended to achieve as closely as possible the economic effect of the original provision.

## **21. FORCE MAJEURE**

Except for the payment of money, neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled (subject to giving the other party written notice of the full particulars of the circumstances in question and using diligent efforts to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

**IN WITNESS WHEREOF**, CABOC and Contractor has caused this Agreement to be executed as of the day and year first above written.

**Denise Sheehan**

**California Association of Bond Oversight  
Committees**

Signature

Signature

Contractor: Denise Sheehan

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

Chief editor

Prepare agendas and minutes for:

- Board of Directors
- Annual meetings
- Executive Committee
- Committees

Bookkeeping using QuickBooks Online

Provide documents to webmaster to be uploaded to website

Maintain website private file cabinet

Maintain Master File Index

Administrative support

Prepare and maintain Constant Contact lists

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the “Agreement”) is made on this 9th day of October 2021 by and between California Association of Bond Oversight Committees with its principal place of business located at 121 Ash Court, Hercules CA 94547 (“CABOC”), and Gregg Visineau with his principal place of business at 1428 Lawrence Street, El Cerrito, CA 94530 (“Contractor”) (sometimes collectively referred to hereinafter as the “Parties”).

### **RECITALS**

**WHEREAS** CABOC needs assistance in strategic planning.

**WHEREAS** Contractor represents that he is qualified and possesses expertise in such area.

**WHEREAS** CABOC desires to contract with Contractor in the capacity of “independent contractor” to perform various services as defined.

**WHEREAS** Contractor desires to enter into this Agreement to perform such services in the capacity of “independent contractor” on the terms and conditions and for the compensation set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, CABOC and Contractor agree as follows:

### **TERMS**

#### **1. TERM**

This Agreement shall become effective on November 1, 2021 (the “Effective Date”) and shall continue in effect until terminated by either party.

#### **2. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either party shall be deemed to constitute any party or any of such party’s employees or agents to be an employee or agent of the other party or shall be deemed to create any partnership, joint venture, association, syndicate among or between any of the Parties, or shall be deemed to confer on any party any express or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party.

**3. SERVICES TO BE PROVIDED – AS DEFINED IN ATTACHED EXHIBIT A.**

**4. COMPETENT WORK**

All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by CABOC prior to payment.

**5. COMPENSATION**

Contractor shall be entitled to compensation for performing these services, at a rate of \$1.00 per month.

**6. WAIVER OF BENEFITS**

Contractor hereby waives and foregoes the right to receive any benefits given by CABOC to its regular employees, including, but not limited to, medical, dental vision or other health care benefits, vacation and sick leave benefits, profit sharing plans, or retirement plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Contractor by virtue of her services to CABOC and is effective for the entire duration of Contractor's engagement.

**7. TAXES**

CABOC shall not be responsible for any taxes owed by Contractor arising out of Contractor's relationship with CABOC as set forth in this Agreement. CABOC shall not withhold any taxes from the commissions paid to Contractor. Contractor hereby promises and agrees to indemnify the CABOC for any damages or expenses, including attorney's fees, and legal expenses, incurred by the CABOC as a result of Contractor's failure to make such required payments.

**8. NOT USED**

**9. CONFIDENTIALITY**

- A. Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by CABOC and/or used by her in connection with the operation of its business including, without limitation, CABOC's business and product processes, methods, customer lists, accounts, and procedures.
- B. Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CABOC.

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Anton Jungherr,  
October 9, 2021**

- C. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of CABOC, whether prepared by the Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of CABOC.
- D. Not used.
- E. Upon the termination of this Agreement, or whenever requested by CABOC, Contractor shall immediately deliver to the CABOC all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control.
- F. Contractor further agrees that she will not disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of CABOC and shall at all times preserve the confidential nature of her relationship to CABOC and of the services hereunder.
- G. Contractor understands that any breach of this provision, or the breach of any other confidentiality or non-disclosure agreement, is a material breach of this Agreement.

#### **10. INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless, CABOC from any and all liability, claims, suits, losses, costs, legal fees, damages, expenses or liability resulting from or arising out of, any negligent act, omission, or misconduct of Contractor in the performance and/or failure to perform this Agreement, including negligent acts or omissions of any direct or indirect employees of Contractor.

#### **11. ASSIGNMENT**

Contractor shall not assign any of her rights under this Agreement or delegate the performance of any of her duties hereunder, without the prior written consent of CABOC.

#### **12. TERMINATION**

This Agreement may be terminated prior to the completion of the services by either party giving thirty (30) days' written notice of its desire to terminate this Agreement. Such termination shall not preclude any other remedy to which the terminating party may be entitled, either by law, or in equity, or under this Agreement.

#### **13. WAIVER; AMENDMENTS**

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion, shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement. No modification, variation, amendment or waiver of this Agreement shall be effective without

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Anton Jungherr,  
October 9, 2021**

the written consent of both Parties hereto at the time of such modification, variation, amendment or waiver.

**14. MEDIATION**

In the event a dispute shall arise between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, the Parties agree to participate in at least four (4) hours of mediation prior to filing a formal complaint in a court of law. The Parties agree to share equally in the costs of mediation.

**15. GOVERNING LAW; VENUE**

The validity, performance, and interpretation of this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the state and federal courts located in the County of Contra Costa, state of California. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts.

**16. NOTICES**

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable commercial overnight delivery service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the person named below of the other party. Notices shall be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight delivery service, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the following:

**CABOC**

Anton Jungherr  
121 Ash Court  
Hercules, CA 94547  
510.697.7212

**CONTRACTOR**

Gregg Visineau  
1428 Lawrence Street  
El Cerrito, CA 94530  
510.207.5069

**17. COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

**Independent Contractor Agreement  
California League of Bond Oversight Committees and Anton Jungherr,  
October 9, 2021**

**18. ENTIRE AGREEMENT**

This Agreement, including all exhibits incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement shall be valid and binding on the Parties unless in writing and duly executed by an authorized representative of the Parties.

**19. HEADINGS**

The headings of the sections of this Agreement are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**20. SEVERABILITY**

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and the unenforceable or invalid provision shall be amended to achieve as closely as possible the economic effect of the original provision.

**21. FORCE MAJEURE**

Except for the payment of money, neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled (subject to giving the other party written notice of the full particulars of the circumstances in question and using diligent efforts to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

**IN WITNESS WHEREOF**, CABOC and Contractor has caused this Agreement to be executed as of the day and year first above written.

**Gregg Visineau**

**California Association of Bond Oversight  
Committees**

Signature

Signature

Gregg Visineau

Anton Jungherr, Co-Founder

Date

Date

## EXHIBIT A

### SERVICES TO BE PROVIDED

To prepare CABOC for possible strategic plan development and deployment:

① Produce and Deliver a *Synopsis of the USC Study* (1-2 pages).

Source: The USC Study

*“Bond Oversight Done Right: A Sustainable Strategic Plan for the California Association of Bond Oversight Committees (CABOC)”*, USC, August 13<sup>th</sup> 2021, 67-pages.

*“Bond Oversight Done Right”*, USC, 2021, 4-page summary document.

② Produce and Deliver a *Strategic Planning Survey* (3 questions max).

Including collection, analysis, and synopsis of survey results.

**Objectives 2021 Fourth Quarter (October- December)**

| No. | Objective                                                                                  | Owner | Committee          | Success                                                                 |
|-----|--------------------------------------------------------------------------------------------|-------|--------------------|-------------------------------------------------------------------------|
| 1   | Legislative Program 2021                                                                   | JH/SD | Legislation        | Obtain a sponsor for legislative program by December 31, 2021           |
| 2   | Legal Compliance and Best Practice Manual                                                  | AJ    | Training Materials | Complete performance audit section by December 31, 2021                 |
| 3   | First Annual Virtual Statewide Conference                                                  | TR    | Conference         | Conduct successful Conference on October 16, 2021                       |
| 4   | First Annual Virtual Statewide Conference                                                  | TR    | Conference         | Prepare conference evaluation report by November 30, 2021               |
| 5   | Hire financial consultant                                                                  | AJ    | Finance            | Hire financial consultant (independent contractor) by December 31, 2021 |
| 6   | Implement new organization structure                                                       | NM    | Executive          | Target date December 31, 2021                                           |
| 7   | Continue California Public Records Act requests for district CBOCs member names and emails | DS    | Members Database   | Resolve 50 districts by December 31, 2021                               |

**Key Owner Name**

AJ Anton Jungherr  
 DS Denise Sheehan  
 JH Jason Hunter  
 NM Nick Marinovich  
 SD Sallie DeWitt  
 TR Thomas Rubin



# California Association of Bond Oversight Committees

## Statement of Financial Position

As of September 30, 2021

|                                     | TOTAL          |
|-------------------------------------|----------------|
| <b>ASSETS</b>                       |                |
| Current Assets                      |                |
| Bank Accounts                       |                |
| Bank of America                     | 3,834          |
| <b>Total Bank Accounts</b>          | <b>\$3,834</b> |
| Other Current Assets                |                |
| Eventbrite Payout Remaining         | 360            |
| <b>Total Other Current Assets</b>   | <b>\$360</b>   |
| <b>Total Current Assets</b>         | <b>\$4,194</b> |
| <b>TOTAL ASSETS</b>                 | <b>\$4,194</b> |
| <b>LIABILITIES AND EQUITY</b>       |                |
| Liabilities                         |                |
| Current Liabilities                 |                |
| Accounts Payable                    | 4,596          |
| Accounts Payable                    | <b>\$4,596</b> |
| <b>Total Accounts Payable</b>       | <b>\$4,596</b> |
| <b>Total Current Liabilities</b>    | <b>\$4,596</b> |
| Equity                              |                |
| Unrestricted Net Assets             | 1,470          |
| Net Revenue                         | -1,872         |
| <b>Total Equity</b>                 | <b>\$ -402</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b> | <b>\$4,194</b> |



# California Association of Bond Oversight Committees

Statement of Activity  
January - September, 2021

|                                                | TOTAL             |
|------------------------------------------------|-------------------|
| Revenue                                        |                   |
| Conference Fees                                | 1,800             |
| Corporate Sponsor                              | 5,000             |
| Donations Individuals                          | 11,298            |
| Reimbursement Insurance (Directors & Officers) | 440               |
| <b>Total Revenue</b>                           | <b>\$18,538</b>   |
| GROSS PROFIT                                   | <b>\$18,538</b>   |
| Expenditures                                   |                   |
| Accounting Software QuickBooks Online          | 320               |
| Bank Fees Bank of America                      | 16                |
| Conference Expenses e                          | 1,669             |
| Credit Card Processing Anedot                  | 141               |
| Database Constant Contact                      | 10,966            |
| Editing Services                               | 519               |
| Eventbrite Processing Fees                     | 162               |
| Graphic Design                                 | 40                |
| Insurance (Directors & Officers)               | 446               |
| Meeting Software Zoom                          | 210               |
| Newsletters                                    | 1,553             |
| Office Expenses                                | 255               |
| Website Hosting FX Domains                     | 629               |
| Website Maintenance                            | 3,485             |
| <b>Total Expenditures</b>                      | <b>\$20,410</b>   |
| NET OPERATING REVENUE                          | <b>\$ (1,872)</b> |
| NET REVENUE                                    | <b>\$ (1,872)</b> |



# California Association of Bond Oversight Committees

Budget vs. Actuals: January to September 2021

January - December 2021

|                                                | TOTAL           |                 |                 |
|------------------------------------------------|-----------------|-----------------|-----------------|
|                                                | ACTUAL          | BUDGET          | OVER BUDGET     |
| <b>Revenue</b>                                 |                 |                 |                 |
| Conference Fees                                | 1,800           | 2,500           | -700            |
| Corporate Sponsor                              | 5,000           |                 | 5,000           |
| Donations Individuals                          | 11,398          | 6,778           | 4,620           |
| Grants                                         |                 | 5,000           | -5,000          |
| Loan                                           |                 | 5,000           | -5,000          |
| Reimbursement Insurance (Directors & Officers) | 440             | 500             | -60             |
| Training Fees                                  |                 | 2,250           | -2,250          |
| <b>Total Revenue</b>                           | <b>\$18,638</b> | <b>\$22,028</b> | <b>\$-3,390</b> |
| <b>GROSS PROFIT</b>                            | <b>\$18,638</b> | <b>\$22,028</b> | <b>\$-3,390</b> |
| <b>Expenditures</b>                            |                 |                 |                 |
| Accounting Software QuickBooks Online          | 320             | 420             | -100            |
| Bank Fees Bank of America                      | 16              | 160             | -144            |
| Conference Expenses e                          | 1,669           |                 | 1,669           |
| Credit Card Processing Anedot                  | 141             | 148             | -7              |
| Database Constant Contact                      | 10,966          | 13,726          | -2,761          |
| Editing Services                               | 519             |                 | 519             |
| Eventbrite Processing Fees                     | 162             |                 | 162             |
| Graphic Design                                 | 40              | 500             | -460            |
| Insurance (Directors & Officers)               | 446             | 500             | -54             |
| Meeting Software Zoom                          | 210             | 395             | -185            |
| Newsletters                                    | 1,553           | 1,150           | 403             |
| Office Expenses                                | 255             | 745             | -490            |
| Website Hosting FX Domains                     | 629             | 417             | 212             |
| Website Maintenance                            | 3,485           | 3,750           | -265            |
| <b>Total Expenditures</b>                      | <b>\$20,410</b> | <b>\$21,911</b> | <b>\$-1,501</b> |
| <b>NET OPERATING REVENUE</b>                   | <b>\$-1,772</b> | <b>\$117</b>    | <b>\$-1,889</b> |
| <b>NET REVENUE</b>                             | <b>\$-1,772</b> | <b>\$117</b>    | <b>\$-1,889</b> |

Subject: **Re: CABOC President**  
Date: 9/20/2021 9:35:10 AM Pacific Standard Time  
From: a.rodriquez.caboc@gmail.com  
To: ajungherr@aol.com

Good morning Anton, I regretfully have to inform you that due to personal reasons I need to resign as the President of CABOC, and would like to remain as a member only.  
I have been having to adapt to work schedules and family affairs.  
Thanks.

On Sat, Sep 18, 2021 at 1:34 AM Anton Jungherr <[ajungherr@aol.com](mailto:ajungherr@aol.com)> wrote:

>  
> Based on you telephone call to me on September 16, 2021 I understand that you resigned as CABOC President effective September 16, 2021.  
>  
> I further understand that you would like to remain as a CABOC Board Director.  
>  
> Can you send me a formal resignation email that I can provide to the Board?  
>  
>  
> Anton Jungherr  
> California Association of Bond Oversight Committees  
> Co-Founder/Director/Secretary/Treasurer  
> [ajungherr@aol.com](mailto:ajungherr@aol.com)  
> 510.697.7212 cell  
> [www.bondoversight.org](http://www.bondoversight.org)  
>  
>

|    | A                                                            | B      | C                                      | D        | E     |
|----|--------------------------------------------------------------|--------|----------------------------------------|----------|-------|
| 1  | File Group                                                   | File # | Subject                                | Location | Topic |
| 2  | 4 ACCOUNTING MANUAL                                          | 4      | ACCOUNTING MANUAL                      | WFC      |       |
| 3  | 15 CABOC CBOC MANUAL                                         | 15.26  | ACRONYM                                | WFC      | 1500  |
| 4  | 23 CORPORATION                                               | 23.13  | ADVISOR CHECKLIST                      | WFC      |       |
| 5  | 5 ADVISORS DIRECTORY                                         | 5      | ADVISORS DIRECTORY                     | WFC      |       |
| 6  | 15 CABOC CBOC MANUAL                                         | 15.61  | AGENDA DIXON                           | WFC      | 500   |
| 7  | 6 AMICUS BRIEF AUGUST 2021                                   | 6      | AMICUS BRIEF AUGUST 2021               | WFC      |       |
| 8  | 23 CORPORATION                                               | 23.17  | ANEDOT CRREDIT CARD PROCESSING         | WFC      |       |
| 9  | 15 CABOC CBOC MANUAL                                         | 15.84  | ANNUAL REPORT SUBCOMMITTEE<br>WCCUSD   | WFC      | 500   |
| 10 | 10 ANNUAL REPORTS BYLAWS<br>ARTICLE 7, SECTION 7 (H) AND (I) | 10.01  | ANNUAL REPORTS BYLAWS 2019             | WFC      |       |
| 11 | 10 ANNUAL REPORTS BYLAWS<br>ARTICLE 7, SECTION 7 (H) AND (I) | 10.02  | ANNUAL REPORTS BYLAWS 2020             | WFC      |       |
| 12 | 10 ANNUAL REPORTS BYLAWS<br>ARTICLE 7, SECTION 7 (H) AND (I) | 10.03  | ANNUAL REPORTS BYLAWS 2021             | WFC      |       |
| 13 | 8 ANNUAL CONFLICT OF<br>STATEMENT REVIEW                     | 8.01   | ANNUAL REVIEW 2021                     | WFC      |       |
| 14 | 8 ANNUAL CONFLICT OF<br>STATEMENT REVIEW                     | 8.02   | ANNUAL REVIEW 2022                     | WFC      |       |
| 15 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016      | 30.06  | APPRECIATION ANTON JUNGHERR            | WFC      |       |
| 16 | 23 CORPORATION                                               | 23.03  | ARTICLES OF INCORPORATION              | WFC      |       |
| 17 | 11 ATTORNEY GENERAL ANNUAL<br>REPORTS                        | 11.01  | ATTORNEY GENERAL ANNUAL REPORT<br>2019 | WFC      |       |
| 18 | 11 ATTORNEY GENERAL ANNUAL<br>REPORTS                        | 11.01  | ATTORNEY GENERAL ANNUAL REPORT<br>2020 | WFC      |       |
| 19 | 11 ATTORNEY GENERAL ANNUAL<br>REPORTS                        | 11.02  | ATTORNEY GENERAL ANNUAL REPORT<br>2021 | WFC      |       |
| 20 | 29 LAWSUITE JUNGHERR V. CALBOC                               | 29.04  | ATTORNEY GENERAL COMPLAINT             | WFC      |       |
| 21 | 15 CABOC CBOC MANUAL                                         | 15.57  | AUDIT CA SCHOOL FACILITY PROGRAM       | WFC      | 800   |
| 22 | 15 CABOC CBOC MANUAL                                         | 15.01  | AUDIT SCHEDULE EXAMPLE                 | WFC      | 800   |
| 23 | 15 CABOC CBOC MANUAL                                         | 15.02  | AUDIT SCHEDULE EXAMPLE SEE 15.01       | WFC      | 1100  |
| 24 | 15 CABOC CBOC MANUAL                                         | 15.83  | AUDIT SUBCOMMITTEE WCCUSD              | WFC      | 500   |
| 25 | 12 BANK OF AMERICA                                           | 12     | BANK OF AMERICA                        | WFC      |       |
| 26 | 1 ACCOUNTING DOCUMENTS 2019                                  | 1.03   | BANK STATEMENTS                        | WFC      |       |
| 27 | 2 ACCOUNTING DOCUMENTS 2020                                  | 2.03   | BANK STATEMENTS                        | WFC      |       |
| 28 | 3 ACCOUNTING DOCUMENTS 2021                                  | 3.03   | BANK STATEMENTS                        | WFC      |       |
| 29 | 15 CABOC CBOC MANUAL                                         | 15.48  | BIDDING AND CONTRACTING                | WFC      | 1200  |

|    | A                                                       | B      | C                                                  | D        | E     |
|----|---------------------------------------------------------|--------|----------------------------------------------------|----------|-------|
| 1  | File Group                                              | File # | Subject                                            | Location | Topic |
| 30 | 13 BOARD DIRECTORY                                      | 13     | BOARD DIRECTORY                                    | WFC      |       |
| 31 | 29 LAWSUITE JUNGHER V. CALBOC                           | 29.03  | BOARD HEARING                                      | WFC      |       |
| 32 | 23 CORPORATION                                          | 23.11  | BOARD MEMBER CHECKLIST                             | WFC      |       |
| 33 | 15 CABOC CBOC MANUAL                                    | 15.43  | BOND FUNDS USE FAQ                                 | WFC      | 200   |
| 34 | 15 CABOC CBOC MANUAL                                    | 15.93  | BOND MEASURE EVALUATION CRITERIA<br>SDCTA          | WFC      | 200   |
| 35 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.21  | BOND OVERSIGHT HEARING                             | WFC      |       |
| 36 | 15 CABOC CBOC MANUAL                                    | 15.60  | BOND PROGRAM REPORT WCCUSD                         | WFC      | 200   |
| 37 | 15 CABOC CBOC MANUAL                                    | 15.51  | BONDS<br>BONDS FOR THE KIDS CALIFORNIA             | WFC      | 200   |
| 38 | 15 CABOC CBOC MANUAL                                    | 15.71  | POLICY CENTER                                      | WFC      | 200   |
| 39 | 15 CABOC CBOC MANUAL                                    | 15.16  | BONDS SEE 15.14                                    | WFC      | 200   |
| 40 | 15 CABOC CBOC MANUAL                                    | 15.22  | BROWN ACT AND EMAILS TO CBOC                       | WFC      | 400   |
| 41 | 15 CABOC CBOC MANUAL                                    | 15.21  | BRWON ACT AND CBOC                                 | WFC      | 400   |
| 42 | 7 ANNUAL CONFERENCE OCTOBER<br>16, 2021                 | 7.06   | BUDGET                                             | WFC      |       |
| 43 | 14 BUDGETS                                              | 14.02  | BUDGET 2021                                        | WFC      |       |
| 44 | 14 BUDGETS                                              | 14.01  | BUDGET SEPTEMBER 2019 - DECEMBER<br>2020           | WFC      |       |
| 45 | 15 CABOC CBOC MANUAL                                    | 15.69  | BUDGET STATUS REPORT WCCUSD                        | WFC      | 600   |
| 46 | 15 CABOC CBOC MANUAL                                    | 15.45  | BYLAWS FAQ                                         | WFC      | 300   |
| 47 | 15 CABOC CBOC MANUAL                                    | 15.30  | BYLAWS GAVILAN JOINT COMMUNITY<br>COLLEGE DISTRICT | WFC      | 300   |
| 48 | 15 CABOC CBOC MANUAL                                    | 15.85  | BYLAWS SUBCOMMITTEE WCCUSD                         | WFC      | 500   |
| 49 | 23 CORPORATION                                          | 23.01  | CABOC, ABOUT                                       | WFC      |       |
| 50 | 16 CALBOC BOARD MINUTES                                 | 16.21  | CALBOC BOARD MINUTES 1/31/2018                     | WFC      |       |
| 51 | 16 CALBOC BOARD MINUTES                                 | 16.16  | CALBOC BOARD MINUTES 10/16/2017                    | WFC      |       |
| 52 | 16 CALBOC BOARD MINUTES                                 | 16.14  | CALBOC BOARD MINUTES 10/2/2017                     | WFC      |       |
| 53 | 16 CALBOC BOARD MINUTES                                 | 16.17  | CALBOC BOARD MINUTES 10/23/2017                    | WFC      |       |
| 54 | 16 CALBOC BOARD MINUTES                                 | 16.18  | CALBOC BOARD MINUTES 10/30/2017                    | WFC      |       |
| 55 | 16 CALBOC BOARD MINUTES                                 | 16.15  | CALBOC BOARD MINUTES 10/9/2017                     | WFC      |       |
| 56 | 16 CALBOC BOARD MINUTES                                 | 16.20  | CALBOC BOARD MINUTES 11/20/2017                    | WFC      |       |
| 57 | 16 CALBOC BOARD MINUTES                                 | 16.02  | CALBOC BOARD MINUTES 11/21/2016                    | WFC      |       |
| 58 | 16 CALBOC BOARD MINUTES                                 | 16.19  | CALBOC BOARD MINUTES 11/6/2017                     | WFC      |       |
| 59 | 16 CALBOC BOARD MINUTES                                 | 16.03  | CALBOC BOARD MINUTES 2/13/2017                     | WFC      |       |
| 60 | 16 CALBOC BOARD MINUTES                                 | 16.04  | CALBOC BOARD MINUTES 2/27/2017                     | WFC      |       |
| 61 | 16 CALBOC BOARD MINUTES                                 | 16.05  | CALBOC BOARD MINUTES 3/13/2017                     | WFC      |       |
| 62 | 16 CALBOC BOARD MINUTES                                 | 16.06  | CALBOC BOARD MINUTES 3/27/2017                     | WFC      |       |
| 63 | 16 CALBOC BOARD MINUTES                                 | 16.07  | CALBOC BOARD MINUTES 4/10/2017                     | WFC      |       |
| 64 | 16 CALBOC BOARD MINUTES                                 | 16.08  | CALBOC BOARD MINUTES 4/17/2017                     | WFC      |       |
| 65 | 16 CALBOC BOARD MINUTES                                 | 16.22  | CALBOC BOARD MINUTES 5/14/2018                     | WFC      |       |

|    | A                                                       | B      | C                                                        | D        | E     |
|----|---------------------------------------------------------|--------|----------------------------------------------------------|----------|-------|
| 1  | File Group                                              | File # | Subject                                                  | Location | Topic |
| 66 | 16 CALBOC BOARD MINUTES                                 | 16.09  | CALBOC BOARD MINUTES 5/22/2017                           | WFC      |       |
| 67 | 16 CALBOC BOARD MINUTES                                 | 16.23  | CALBOC BOARD MINUTES 6/25/2018                           | WFC      |       |
| 68 | 16 CALBOC BOARD MINUTES                                 | 16.10  | CALBOC BOARD MINUTES 6/26/2017                           | WFC      |       |
| 69 | 16 CALBOC BOARD MINUTES                                 | 16.11  | CALBOC BOARD MINUTES 7/24/2017                           | WFC      |       |
| 70 | 16 CALBOC BOARD MINUTES                                 | 16.01  | CALBOC BOARD MINUTES 8/22/2016                           | WFC      |       |
| 71 | 16 CALBOC BOARD MINUTES                                 | 16.12  | CALBOC BOARD MINUTES 8/28/2017                           | WFC      |       |
| 72 | 16 CALBOC BOARD MINUTES                                 | 16.13  | CALBOC BOARD MINUTES 9/25/2017                           | WFC      |       |
| 73 | 17 CALBOC BUSINESS PLAN<br>NOVEMBER 2017                | 17     | CALBOC BUSINESS PLAN NOVEMBER<br>2017                    | WFC      |       |
| 74 | 18 CALBOC DISSOLUTION                                   | 18     | CALBOC DISSOLUTION JANUARY 15,<br>2021                   | WFC      |       |
| 75 | 19 CALBOC HISTORY                                       | 19     | CALBOC HISTORY                                           | WFC      |       |
| 76 | 29 LAWSUITE JUNGHER V. CALBOC                           | 29.07  | CALBOC REBUTTAL                                          | WFC      |       |
| 77 | 20 CALBOC VIDEOS                                        | 20     | CALBOC VIDEOS                                            | WFC      |       |
| 78 | 15 CABOC CBOC MANUAL                                    | 15.59  | CALIFORNIA DEBT AND INVESTMENT<br>ADVISOY COMMISSION     | WFC      | 200   |
| 79 | 15 CABOC CBOC MANUAL                                    | 15.27  | CALIFORNIA DEBT FINANCING GUIDE                          | WFC      | 200   |
| 80 | 23 CORPORATION                                          | 23.05  | CALIFORNIA EXEMPTION REQUEST                             | WFC      |       |
| 81 | 29 LAWSUITE JUNGHER V. CALBOC                           | 29.14  | CASE HISTORY                                             | WFC      |       |
| 82 | 15 CABOC CBOC MANUAL                                    | 15.68  | CASH PROJECTION WCCUSD                                   | WFC      | 600   |
| 83 | 15 CABOC CBOC MANUAL                                    | 15.36  | CBOC LEGISLATIVE INTENT FAQ                              | WFC      | 400   |
| 84 | 15 CABOC CBOC MANUAL                                    | 15.41  | CBOC MEETINGS FAQ                                        | WFC      | 400   |
| 85 | 15 CABOC CBOC MANUAL                                    | 15.42  | CBOC MEMBER BACKGROUND FAQ                               | WFC      | 400   |
| 86 | 15 CABOC CBOC MANUAL                                    | 15.40  | CBOC MEMBER ROLE FAQ                                     | WFC      | 400   |
| 87 | 15 CABOC CBOC MANUAL                                    | 15.35  | CBOC ORIGIN FAQ                                          | WFC      | 400   |
| 88 | 15 CABOC CBOC MANUAL                                    | 15.64  | CBOC PERALTA CCD                                         | WFC      | 400   |
| 89 | 15 CABOC CBOC MANUAL                                    | 15.37  | CBOC PURPOSE FAQ                                         | WFC      | 400   |
| 90 | 15 CABOC CBOC MANUAL                                    | 15.39  | CBOC RULES & REQUIREMENTS FAQ                            | WFC      | 400   |
| 91 | 15 CABOC CBOC MANUAL                                    | 15.82  | CBOC STARTUP NICK MARINOVICH                             | WFC      | 400   |
| 92 | 28 GRANTS                                               | 28.01  | CHAMBERLIN FAMILY FOUNDATION                             | WFC      |       |
| 93 | 15 CABOC CBOC MANUAL                                    | 15.91  | CHANGE ORDERS REPORT WCCUSD                              | WFC      | 600   |
| 94 | 15 CABOC CBOC MANUAL                                    | 15.10  | CITIZENS' BOND OVERSIGHT<br>COMMITTEES                   | WFC      | 400   |
| 95 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.14  | CLAY, DENNIS WCCUSD WHISTLE<br>BLOWER                    | WFC      |       |
| 96 | 23 CORPORATION                                          | 23.04  | CLIFORNIA ATTORNEY GENERAL<br>REGISTRATION               | WFC      |       |
| 97 | 15 CABOC CBOC MANUAL                                    | 15.08  | COALITION FOR ASEQUATE SCHOOL<br>HOUSING (CASH) A REVIEW | WFC      | 600   |
| 98 | 21 COMMITTEES                                           | 21.08  | COMMITTEE MEMBERS                                        | WFC      |       |

|     | A                                                    | B      | C                                                          | D        | E     |
|-----|------------------------------------------------------|--------|------------------------------------------------------------|----------|-------|
| 1   | File Group                                           | File # | Subject                                                    | Location | Topic |
| 99  | 15 CABOC CBOC MANUAL                                 | 15.90  | COMPLIANCE OPINION ANNUAL REPORT                           | WFC      | 100   |
| 100 | 21 COMMITTEES                                        | 21.01  | CONFERENCE COMMITTEE                                       | WFC      |       |
| 101 | 15 CABOC CBOC MANUAL                                 | 15.28  | CONFERENCE PROGRAM CALBOC MAY 2012                         | WFC      | 1500  |
| 102 | 15 CABOC CBOC MANUAL                                 | 15.53  | CONFLICT OF INTEREST                                       | WFC      | 400   |
| 103 | 22 CONSTANT CONTACT LISTS                            | 22     | CONSTANT CONTACT LISTS                                     | WFC      |       |
| 104 | 15 CABOC CBOC MANUAL                                 | 15.15  | CONSTRUCTION MANAGEMENT SEE 15.14                          | WFC      | 600   |
| 105 | 1 ACCOUNTING DOCUMENTS 2019                          | 1.04   | CREDIT CARD STATEMENTS                                     | WFC      |       |
| 106 | 15 CABOC CBOC MANUAL                                 | 15.72  | DEBT FINANCING GUIDE CDIAC                                 | WFC      | 200   |
| 107 | 1 ACCOUNTING DOCUMENTS 2019                          | 1.01   | DEPOSITS                                                   | WFC      |       |
| 108 | 2 ACCOUNTING DOCUMENTS 2020                          | 2.01   | DEPOSITS                                                   | WFC      |       |
| 109 | 3 ACCOUNTING DOCUMENTS 2021                          | 3.01   | DEPOSITS                                                   | WFC      |       |
| 110 | 24 DATABASES                                         | 24     | DESCRIPTION DATABASES                                      | WFC      |       |
| 111 | 25 FILE CABINET WEBSITE                              | 25.03  | DESCRIPTION FILE CABINET                                   | WFC      |       |
| 112 | 1 ACCOUNTING DOCUMENTS 2019                          | 1.02   | DISBURSEMENTS                                              | WFC      |       |
| 113 | 2 ACCOUNTING DOCUMENTS 2020                          | 2.02   | DISBURSEMENTS                                              | WFC      |       |
| 114 | 3 ACCOUNTING DOCUMENTS 2021                          | 3.02   | DISBURSEMENTS                                              | WFC      |       |
| 115 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.15  | DUFFY, MATTHEW SUPERINTENDENT, WCCUSD                      | WFC      |       |
| 116 | 15 CABOC CBOC MANUAL                                 | 15.74  | EFFECTIVE BOND OVERSIGHT NICH MARINOVICH                   | WFC      | 400   |
| 117 | 15 CABOC CBOC MANUAL                                 | 15.58  | EL RANCHO USD AUDIT FCMAT                                  | WFC      | 1800  |
| 118 | 15 CABOC CBOC MANUAL                                 | 15.92  | EMAILS SUBJECT TO CALIFORNIA PUBLIC RECORD ACT REQUESTS    | WFC      | 500   |
| 119 | 23 CORPORATION                                       | 23.06  | EMPLOYER IDENTIFICATION NUMBER                             | WFC      |       |
| 120 | 15 CABOC CBOC MANUAL                                 | 15.62  | EXPENDITURE REPORT WCCUSD                                  | WFC      | 900   |
| 121 | 15 CABOC CBOC MANUAL                                 | 15.46  | EXPENDITURE REVIEW PRIOR TO FAQ                            | WFC      | 1300  |
| 122 | 15 CABOC CBOC MANUAL                                 | 15.11  | EXTRAORDINARY AUDITS BY FCMAT                              | WFC      | 1100  |
| 123 | 15 CABOC CBOC MANUAL                                 | 15.14  | FACILITIES MASTER PLAN                                     | WFC      | 700   |
| 124 | 15 CABOC CBOC MANUAL                                 | 15.75  | FACILITIES MASTER PLAN AND EFFECTIVE BOND OVERSIGHT WCCUSD | WFC      | 700   |
| 125 | 15 CABOC CBOC MANUAL                                 | 15.81  | FACILITIES MASTER PLAN SCOPE SALLIE DEWITT                 | WFC      | 700   |
| 126 | 15 CABOC CBOC MANUAL                                 | 15.34  | FACILITY MASTER PLAN FAQ                                   | WFC      | 700   |
| 127 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.03  | FCMAT EMAILS                                               | WFC      |       |
| 128 | 23 CORPORATION                                       | 23.07  | FEDERAL TAX EXEPTION                                       | WFC      |       |

|     | A                                                    | B      | C                                                                           | D        | E     |
|-----|------------------------------------------------------|--------|-----------------------------------------------------------------------------|----------|-------|
| 1   | File Group                                           | File # | Subject                                                                     | Location | Topic |
| 129 | 23 CORPORATION                                       | 23.08  | FEDERAL TAX PAYMENT PIN NUMBE                                               | WFC      |       |
| 130 | 7 ANNUAL CONFERENCE OCTOBER 16, 2021                 | 7.05   | FEEDBACK                                                                    | WFC      |       |
| 131 | 7 ANNUAL CONFERENCE OCTOBER 16, 2021                 | 7.04   | FINAL REPORT                                                                | WFC      |       |
| 132 | 21 COMMITTEES                                        | 21.07  | FINANCE COMMITTEE                                                           | WFC      |       |
| 133 | 15 CABOC CBOC MANUAL                                 | 15.06  | FINANCIAL AND PERFORMANCE AUDIT REQUIREMENTS UNDER PROPOSITION 39           | WFC      | 800   |
| 134 | 15 CABOC CBOC MANUAL                                 | 15.07  | FINANCIAL AND PERFORMANCE AUDIT REQUIREMENTS UNDER PROPOSITION 39 SEE 15.06 | WFC      | 1100  |
| 135 | 28 GRANTS                                            | 28.02  | FORD FOUNDATION                                                             | WFC      |       |
| 136 | 27 FORMATION MEETINGS MINUTES                        | 27.03  | FORMATION MEETINGS MINUTES 10/21/2019                                       | WFC      |       |
| 137 | 27 FORMATION MEETINGS MINUTES                        | 27.02  | FORMATION MEETINGS MINUTES 10/9/2019                                        | WFC      |       |
| 138 | 27 FORMATION MEETINGS MINUTES                        | 27.01  | FORMATION MEETINGS MINUTES 9/9/2019                                         | WFC      |       |
| 139 | 15 CABOC CBOC MANUAL                                 | 15.77  | FRESNO LEASE-LEASEBACK LAWSUIT DECISION                                     | WFC      | 1200  |
| 140 | 23 CORPORATION                                       | 23.18  | FX DOMAINE (WEBSITE)                                                        | WFC      |       |
| 141 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.16  | GENERAL, CHRISTINE HANSON                                                   | WFC      |       |
| 142 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.19  | GENERAL, IVETTE RICCO                                                       | WFC      |       |
| 143 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.11  | GENERAL, MICHAEL TURNIPSEED                                                 | WFC      |       |
| 144 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.17  | GENERAL, RICHARD MICHAELS                                                   | WFC      |       |
| 145 | 23 CORPORATION                                       | 23.10  | GUIDESTAR                                                                   | WFC      |       |
| 146 | 30 LITTLE HOOVER COMMISSION TESTIMONY SEPTEMBER 2016 | 30.20  | ILLEGAL PRACTICES, RICHARD G. URBAN                                         | WFC      |       |
| 147 | 15 CABOC CBOC MANUAL                                 | 15.31  | INDEPENDENT CBOC                                                            | WFC      | 1000  |
| 148 | 15 CABOC CBOC MANUAL                                 | 15.66  | INDEPENDENT CBOC LEGAL OPINION                                              | WFC      | 1000  |
| 149 | 25 FILE CABINET WEBSITE                              | 25.02  | INDEX & CONTENTS                                                            | WFC      |       |
| 150 | 23 CORPORATION                                       | 23.16  | INSURANCE, DIRECTORS & OFFICERS                                             | WFC      |       |

|     | A                                                       | B      | C                                                  | D        | E     |
|-----|---------------------------------------------------------|--------|----------------------------------------------------|----------|-------|
| 1   | File Group                                              | File # | Subject                                            | Location | Topic |
| 151 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.05  | JUNGHERR, ANTON BIO                                | WFC      |       |
| 152 | 15 CABOC CBOC MANUAL                                    | 15.63  | LEASE-LEASEBACK FRESNO LAWSUIT                     | WFC      | 1200  |
| 153 | 15 CABOC CBOC MANUAL                                    | 15.50  | LEGAL AVICE DISTRICT COUNSEL                       | WFC      | 1000  |
| 154 | 15 CABOC CBOC MANUAL                                    | 15.04  | LEGAL ISSUES PROPOSITION 39 AUDITS                 | WFC      | 800   |
| 155 | 15 CABOC CBOC MANUAL                                    | 15.05  | LEGAL ISSUES PROPOSITION 39 AUDITS<br>SEE 15.04    | WFC      | 1100  |
| 156 | 15 CABOC CBOC MANUAL                                    | 15.79  | LEGAL SERVICE AGREEMENT CBOC<br>WCCUSD             | WFC      | 1000  |
| 157 | 21 COMMITTEES                                           | 21.02  | LEGISLATION COMMITTEE                              | WFC      |       |
| 158 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.12  | LEGISLATIVE PROPOSALS, ANTON<br>JUNGHERR           | WFC      |       |
| 159 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.24  | LITTLE HOOVER COMMISSION,<br>INVITATION TO TESTIFY | WFC      |       |
| 160 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.02  | LOCAL BONDS RECOMMENDATIONS                        | WFC      |       |
| 161 | 30 LITTLE HOOVER COMMISSION<br>TESTIMONY SEPTEMBER 2016 | 30.01  | LOCAL BONDS SECTION ONLY                           | WFC      |       |
| 162 | 23 CORPORATION                                          | 23.15  | LOZITO, LINDA AGREEMENT                            | WFC      |       |
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## CABOC

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Subject: **Public Records Request - Del Terra Construction**  
Date: 7/19/2021 2:57:03 PM Pacific Standard Time  
From: [ajungherr@aol.com](mailto:ajungherr@aol.com)  
To: [aalvarez@bassettusd.org](mailto:aalvarez@bassettusd.org)  
Cc: [dflorez@bassettusd.org](mailto:dflorez@bassettusd.org), [ajungherr@aol.com](mailto:ajungherr@aol.com), [erogas@bassettusd.org](mailto:erogas@bassettusd.org),  
[abarajas@bassettusd.org](mailto:abarajas@bassettusd.org), [pstanzone@bassettusd.org](mailto:pstanzone@bassettusd.org)  
Bcc: [a.rodriguez.caboc@gmail.com](mailto:a.rodriguez.caboc@gmail.com)

See attached Public Records Request.

**Anton Jungherr**

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[www.bondoversight.org](http://www.bondoversight.org)

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(626) 931-3000 Phone Number

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Any person may receive a copy of any identifiable public record not otherwise protected from public disclosure. Upon request, and subject to the appropriate fee, an exact copy shall be provided unless impracticable to do so. Computer data shall be provided in a form determined by the department. District departments, upon notification by the Superintendent of any requests for a copy of records shall determine within 10 days after the receipt of such request whether it is possible to comply and shall notify the Superintendent's Office in order to notify the requested of such determination and reason therefor.

Please complete the following information in order to process your records request.

|                                                                                                                  |                               |
|------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>NAME &amp; COMPANY</b><br>California Association of Bond Oversight Committees                                 |                               |
| <b>ADDRESS</b><br>121 Ash Court                                                                                  | <b>PHONE</b><br>510- 697-7212 |
| <b>CITY, STATE, ZIP</b><br>Hercules, CA 94547                                                                    |                               |
| <b>SIGNATURE</b><br>Anton Jungherr, Secretary/Treasurer <a href="mailto:ajungherr@aol.com">ajungherr@aol.com</a> | <b>DATE</b><br>7/19/2021      |

Please describe the records you are seeking as specifically as possible:

\* Please provide us with a copy of the Termination of Contract Document & or letter to Del Terra Construction that could have been produced by Bassett USD and or its legal representative and could of have been issued and or produced between 2/1/2021 to 5/1/2021. Please also provide any supporting documentation referring to the termination to terminate the contract.

NOTE: The Board of Education has directed that the fee for photocopying any public record is five cents (\$0.05) per side copied.

**FOR OFFICE USE ONLY**

|                                         |                                             |
|-----------------------------------------|---------------------------------------------|
| <b>DATE RECEIVED BY DISTRICT OFFICE</b> | <b>ROUTED TO</b>                            |
| <b>COMMENTS</b>                         |                                             |
|                                         |                                             |
|                                         |                                             |
| <b>DATE INFORMATION PROVIDED</b>        | <b>COMPLETED (DISTRICT STAFF SIGNATURE)</b> |

## **Current Projects**

| <b>Description</b>                                        | <b>Assigned</b>  |
|-----------------------------------------------------------|------------------|
| Conference presentation                                   | Anton Jungherr   |
| FAQ various                                               | Anton Jungherr   |
| Indexing training documents                               | Anton Jungherr   |
| Master File Index                                         | Anton Jungherr   |
| Media list                                                | Anton Jungherr   |
| Scanning corporate files                                  | Anton Jungherr   |
| Training scoping project                                  | Anton Jungherr   |
| YouTube videos to website                                 | Anton Jungherr   |
| Conference Panel A                                        | Carolyn Castillo |
| Conference presentation                                   | Carolyn Castillo |
| Facilities master plan Best Practice                      | Carolyn Castillo |
| Conference presentation                                   | Chris Hanson     |
| Bio conference participants                               | Denise Sheehan   |
| CBOC members project                                      | Denise Sheehan   |
| Chief Editor FAQ, Best Practices, conference, CBOC Manual | Denise Sheehan   |
| Marketing lists                                           | Denise Sheehan   |
| Bond Best Practice                                        | Gregg Visineau   |
| Legal review termination of CBOC member                   | Jason Bezis      |
| Legislative program                                       | Jason Hunter     |
| Index Board Minutes                                       | Judy Box         |
| Index Executive Committee minutes                         | Judy Box         |
| Zoom conference procedure                                 | Keith Mueller    |
| Conference marketing                                      | Linda Lozito     |
| Conference materials                                      | Linda Lozito     |
| Conference registration                                   | Linda Lozito     |
| Constand Contact marketing lists                          | Linda Lozito     |
| Newsletter editor                                         | Linda Lozito     |
| Website maintenance                                       | Linda Lozito     |
| CBOC members project                                      | Lorraine Humes   |
| Conference presentation                                   | Lorraine Humes   |
| Conference presentation                                   | Mac Moore        |
| Conference presentation                                   | Marcus Crawley   |
| FAQ various                                               | Marcus Crawley   |
| Article CABOC & Moss Adams, LLP                           | Nick Marinovich  |
| Conference presentation                                   | Nick Marinovich  |
| Purchasing Best Practice                                  | Nick Marinovich  |
| SDCTA bond measure evaluation                             | Nick Marinovich  |
| SDCTA podcast project                                     | Nick Marinovich  |

| Description                       | Assigned      |
|-----------------------------------|---------------|
| Conference presentation           | Sallie DeWitt |
| Legislative program               | Sallie DeWitt |
| Best Practice documents           | Thomas Rubin  |
| CABOC financial internal controls | Thomas Rubin  |
| Conference Panel B                | Thomas Rubin  |
| Conference presentation           | Thomas Rubin  |
| Resource documents                | Thomas Rubin  |
| FAQ various                       | Tomas Rubin   |
| Model CBOC Bylaws                 | Tomas Rubin   |

Corporation formed September 19, 2019

For effective oversight.

## COMMITTEES AS OF OCTOBER 9, 2021

### BOARD OF DIRECTORS (11)

Carolyn Castillo, Marcus Crawley, Chris Hanson, Jason Hunter, Anton Jungherr, Nick Marinovich, Mac Moore, Ourania Riddle, Amadeo Rodriguez, Thomas Rubin, Jack Weir

### EXECUTIVE COMMITTEE (6)

Jack Weir (Chairperson), Anton Jungherr (Secretary/Treasurer), Carolyn Castillo (Vice President), Thomas Rubin (Assistant Treasurer), Mac Moore (Assistant Secretary), and Nick Marinovich <sup>1</sup>

### ADVISORS (12)

John Anderson, Judy Box, Lori Chinn, Andrea Dawson, Sallie DeWitt, Vanessa Hill, Lorraine Humes, Linda Lozito, Keith Mueller, Tom Panas, Nancy Rieser, Ben Steinberg

| Name <sup>2</sup>             | Members                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| Conference                    | Thomas Rubin *, Anton Jungherr, Denise Sheehan, Linda Lozito, Carolyn Castillo, Keith Mueller,       |
| Finance (Ad Hoc) <sup>3</sup> | Anton Jungherr *, Tom Rubin, Carolyn Castillo, and Marcus Crawley                                    |
| Legislation                   | Andrea Dawson, Ouranar Riddle, Anton Jungherr, Sallie DeWitt *, Jack Weir, Tom Rubin, Jason Hunter * |
| Members Database              | Lorraine Humes, Anton Jungherr *, Denise Sheehan                                                     |
| Nominations-Elections         | Anton Jungherr *, Keith Mueller, Lorraine Humes                                                      |
| Public Relations              | Ouranar Riddle *, Anton Jungherr                                                                     |
| Training Materials            | Marcus Crawley *, Thomas Rubin, Anton Jungherr, Carolyn Castillo,                                    |

\*Chairperson or Co-Chairperson

<sup>1</sup> Pending Board ratification on October 9, 2021.

<sup>2</sup> Standing Committees are defined in Board Policy 1, Board Standing and Ad Hoc Committees. Ad Hoc committees are established by the President with ratification by the Board, per bylaws Section 2 (b).

<sup>3</sup> Board ratified the formation of this Ad Hoc Committee at their August 21, 2021 meeting.

Corporation formed September 19, 2019  
Corporation Number 4319346  
Internal Revenue Service Approved Exempt Federal Income Tax  
Donations tax deductible to the fullest extent allowed by law.

For effective oversight.

**CORPORATE OFFICERS (8) AS OF OCTOBER 9, 2021**

(all terms expire January 31, 2022)

Chairperson – Jack Weir (Elected September 12, 2020) <sup>1</sup>

President – vacant as of September 16, 2021 <sup>2</sup>

Vice President – Carolyn Castillo \* (Elected September 12, 2020)

Assistant Vice President – vacant as of June 12, 2021 <sup>3</sup>

Secretary – Anton Jungherr (Elected November 12, 2019)

Assistant Secretary – Mac Moore (Elected June 12, 2021)

Treasurer – Anton Jungherr \* (Elected November 12, 2019)

Assistant Treasurer – Thomas Rubin \* (Elected June 12, 2021)

\*Authorized to sign checks (4), one signature is required. <sup>4</sup> See also footnote 1 in regard Amadeo Rodriguez.

<sup>1</sup> Jack Weir was elected President on November 12, 2019 and subsequently elected Chairperson of September 12, 2020.

<sup>2</sup> Was Amadeo Rodriguez who resigned September 16, 2021. Mr. Rodriguez will continue as a Board Director and Bank of America authorized signer.

<sup>3</sup> Previously was Amadeo Rodriguez.

<sup>4</sup> Approved Executive Committee May 25, 2021.

# California Association of Bond Oversight Committees

9/29/2021 7:14 PM

## Calender

| October - December 2021 |          |          |                   |
|-------------------------|----------|----------|-------------------|
| Date                    | Day      | Time     | Committee         |
| 211005                  | Tuesday  | 9:00 AM  | Conference        |
| 211005                  | Tuesday  | 10:30 AM | legislation       |
| 211007                  | Thursday | 5:00 PM  | Tigers Den        |
| 211009                  | Saturday | 10:00 AM | Board             |
| 211014                  | Thursday | 5:00 PM  | Tigers Den        |
| 211016                  | Saturday | 9:00 AM  | Annual Conference |
| 211019                  | Tuesday  | 9:00 AM  | Conference        |
| 211019                  | Tuesday  | 10:30 AM | legislation       |
| 211021                  | Thursday | 5:00 PM  | Tigers Den        |
| 211028                  | Thursday | 5:00 PM  | Tigers Den        |
| 211029                  | Friday   | 9:00 AM  | Training          |
| 211102                  | Tuesday  | 10:30 AM | legislation       |
| 211104                  | Thursday | 5:00 PM  | Tigers Den        |
| 211111                  | Thursday | 5:00 PM  | Tigers Den        |
| 211112                  | Friday   | 9:00 AM  | Training          |
| 211116                  | Tuesday  | 10:30 AM | legislation       |
| 211118                  | Thursday | 5:00 PM  | Tigers Den        |
| 211125                  | Thursday | 5:00 PM  | Tigers Den        |
| 211126                  | Friday   | 9:00 AM  | Training          |
| 211130                  | Tuesday  | 10:30 AM | legislation       |
| 211202                  | Thursday | 5:00 PM  | Tigers Den        |
| 211209                  | Thursday | 5:00 PM  | Tigers Den        |
| 211210                  | Friday   | 9:00 AM  | Training          |
| 211211                  | Sunday   | 10:00 AM | Board             |
| 211214                  | Tuesday  | 10:30 AM | legislation       |
| 211216                  | Thursday | 5:00 PM  | Tigers Den        |
| 211223                  | Thursday | 5:00 PM  | Tigers Den        |
| 211230                  | Thursday | 5:00 PM  | Tigers Den        |

**UNITED STATES OF AMERICA**  
**Before the**  
**SECURITIES AND EXCHANGE COMMISSION**

**SECURITIES ACT OF 1933**  
**Release No. 10981 / September 16, 2021**

**ADMINISTRATIVE PROCEEDING**  
**File No. 3-20560**

**In the Matter of**

**SWEETWATER UNION  
HIGH SCHOOL DISTRICT,**

**Respondent.**

**ORDER INSTITUTING CEASE-AND-  
DESIST PROCEEDINGS PURSUANT TO  
SECTION 8A OF THE SECURITIES ACT  
OF 1933, MAKING FINDINGS, AND  
IMPOSING A CEASE-AND-DESIST  
ORDER**

**I.**

The Securities and Exchange Commission (“Commission”) deems it appropriate that cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 8A of the Securities Act of 1933 (“Securities Act”), against Sweetwater Union High School District (“Sweetwater,” the “District,” or “Respondent”).

**II.**

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the “Offer”) which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission’s jurisdiction over it and the subject matter of these proceedings, which are admitted, Respondent consents to the entry of this Order Instituting Cease-and-Desist Proceedings Pursuant to Section 8A of the Securities Act of 1933, Making Findings, and Imposing a Cease-and-Desist Order (“Order”), as set forth below.

### III.

On the basis of this Order and Respondent's Offer, the Commission finds<sup>1</sup> that:

#### Summary

1. This matter involves material misstatements and omissions, as well as a deceptive course of business, by Sweetwater Union High School District in a \$28 million April 2018 municipal bond offering (the "April 2018 Bonds"). In that offering, Sweetwater, a school district in San Diego County, California, included misleading budget projections which indicated the District could cover its costs and would end the year on June 30, 2018 with a general fund balance of approximately \$19.5 million, when in reality the District's finances were severely strained. In fact, when Sweetwater ultimately disclosed its true year-end financial condition, it revealed that it had overspent its budget by \$28 million, leaving it with a negative \$7.2 million ending fund balance.

2. The misleading budget projections were primarily the result of Sweetwater failing to accurately budget for a 3.75% pay raise approved shortly before the beginning of the 2018 fiscal year. Sweetwater failed to accurately budget for these pay raises in its 2018 budget, and, instead, projected expenses that were nearly identical to the expenses incurred in the 2017 fiscal year. Notably, Sweetwater's mid-year budget monitoring reports consistently showed that the District's actual expenses were trending significantly higher than its budgeted projections. Despite this, Sweetwater made no effort to bring its budget into line with actual expenses. Instead, Sweetwater continued to use stale budget projections in its interim budget reports.

3. These reports were incorporated into misleading disclosures made to investors, as well as to the industry professionals involved in the offering. Specifically, in the April 2018 Bonds' offering documents, Sweetwater presented the misleading budget projections while failing to disclose: (i) its true financial condition; (ii) that the 2018 fiscal year-end budget projections included in the offering documents were inconsistent with Sweetwater's actual expenses; and (iii) that Sweetwater's budget monitoring procedures did not consider current conditions.

4. By making misleading statements and omissions to investors, as well as to the bonds' credit rating agency and other municipal industry professionals on the transaction, Sweetwater violated Sections 17(a)(2) and 17(a)(3) of the Securities Act.

#### Respondent

5. **Sweetwater Union High School District** is a California public school district based in Chula Vista, California and serving approximately 47,000 students in San Diego County. It is governed by a five-member elected Board of Trustees. Sweetwater operates on a July 1 to June 30 fiscal year.

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<sup>1</sup> The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

### **Other Relevant Individual**

6. **Karen Michel**, age 67, is a resident of San Diego County, California. Michel worked in Sweetwater's Financial Services Department from 1996 through 2018, and led the department as the District's Chief Financial Officer and chief business officer from 2014 through 2018. As the Chief Financial Officer ("CFO"), Michel had primary responsibility over Sweetwater's bond, business, and finance programs. Michel retired from Sweetwater in or around September 2018.

### **Sweetwater Did Not Accurately Anticipate Expenses Associated with Recent Salary Increases In Its 2018 Fiscal Year Budget**

7. In June 2017, Sweetwater's Board of Trustees (the "Board") completed its approval of salary raises for most of the District's employees, retroactive to January 2017. Sweetwater's CFO, Karen Michel, participated in the Board meeting considering the salary raises, and assessed both the short term and long term financial impact of these raises.

8. Days after the June 2017 approval of the salary raises, Michel and the Sweetwater staff working under her direction completed the proposed budget for the July 1, 2017 through June 30, 2018 fiscal year (the "2018 Fiscal Year"). This budget was then approved and adopted by the Board on Michel's recommendation. The adopted budget, however, failed to accurately account for the 3.75% salary increase, and instead anticipated a less than 1% increase in employee salaries based on year-end estimates for the prior fiscal year. The adopted budget further projected that Sweetwater would end the year with an operating surplus and a positive general fund balance of over \$22.2 million.

### **Sweetwater Unreasonably Ignored Reports Showing That Its Actual Expenses Were Not In Line With Its Budget Projections**

9. Michel ran Sweetwater's Fiscal Services Division and was in charge of the District's budget and financial reporting processes. These responsibilities included supervising the persons who generated Sweetwater's budget estimates as well as associated reports comparing the budget estimates to actual expenses incurred during the year. She was chiefly responsible for setting up the control environment meant to ensure the accuracy of the budget estimates, and was the primary communicator of the adopted and interim budget estimates to the District's Board, the San Diego County Office of Education, and ultimately to investors in the April 2018 Bonds.

10. Throughout the 2018 Fiscal Year, Sweetwater's Fiscal Services Division created reports indicating that the District's year-end expenses were trending much higher than it had anticipated in its adopted budget.

11. By September 2017, Sweetwater had substantially completed its annual financial report for the previous fiscal year, ending on June 30, 2017 (the "2017 Fiscal Year"). This report revealed that the District had incurred higher salary expenses for the 2017 Fiscal Year than

Sweetwater had assumed when it generated its 2018 Fiscal Year budget. Sweetwater now knew that the projected salary expenses for the 2018 Fiscal Year were nearly identical to the actual 2017 expenses, notwithstanding the substantial salary raises. The 2017 report thus served as an early indicator of the defects in the 2018 Fiscal Year budget. Despite this, Sweetwater failed to correct its projections for the 2018 Fiscal Year.

12. In the months leading up to the April 2018 bond offering, Sweetwater continued to ignore reports showing that its budget for the 2018 Fiscal Year was untenable.

13. As is required for public school districts under California state law, Sweetwater reviewed its budget in a “first interim” report, covering the months from July through October, and a “second interim” report, covering the months from July through January. California Assembly Bill 1200, enacted into law in 1991 (“AB 1200”) defines a system of fiscal accountability for school districts designed, in part, to aid county offices of education or other governing bodies to identify school districts’ potential year-end budget deficits. Among other things, the law requires public school districts’ interim reporting to be based on current information.

14. However, despite AB 1200’s requirement that interim reporting use current financial information, Sweetwater and Michel failed to implement any system or process for incorporating actual expenditures into their interim projections. Thus, while Michel and her staff reviewed actual expenditures for other purposes, and even created reports comparing actual expenditures with anticipated year-end expenses, Sweetwater and Michel failed to take any steps to make adjustments to the projections based on these comparisons.

15. Specifically, by December 2017, Sweetwater’s first interim report showed that the District’s monthly salary expenditures significantly exceeded the amounts anticipated in its budget. Nevertheless, Sweetwater made no effort to incorporate these actual expenses into the year-end projections included in the same report. Instead, the District continued to rely on stale projections more aligned with its months-old adopted budget.

16. Sweetwater and Michel repeated the same process with the District’s second interim report, which purportedly represented the District’s financial condition through January 2018. As of January 31, 2018, the actual employee salary expenses indicated a year-end budget variance of over \$12.5 million from Sweetwater’s second interim budget projections. However, Sweetwater again failed to update the budget projections in its second interim report, completed on or about March 9, 2018, to reflect the increasing gap between its actual salary expenses and its budget.

**Sweetwater Used Its Misleading Budget Projections to Facilitate Its Sale of \$28 Million in Bonds to Investors**

17. On February 26, 2018, Sweetwater’s Board voted to approve the issuance of \$28 million in general obligation bonds, and to authorize Michel to act on behalf of Sweetwater for all of the District’s tasks essential to the offering. The bonds were to be secured by and payable from *ad valorem* property taxes assessed on taxable properties within the school district and

collected by the County of San Diego. The purpose of the bonds was to fund certain of Sweetwater's capital projects.

18. In her role as CFO, Michel ran Sweetwater's bond program for the District. Pursuant to the February 26, 2018 Board resolution, Michel was authorized to enter into agreements on behalf of the District, execute all required documents, and provide all information necessary for the offering. In March and April 2018, Michel executed all of the District's certificates, agreements, and other representations made in furtherance of the April 2018 Bonds, and also represented the District at a meeting with the credit rating agency where the District's financials were presented.

19. Michel or others acting at her direction were primarily responsible for providing Sweetwater's financial information in support of the bond offering. From February through April 2018, they repeatedly provided misleading interim budget projections to the credit rating agency and potential bond investors.

20. Michel or others acting at her direction also provided this same inaccurate information, while Michel simultaneously attested to its accuracy, to the professionals facilitating the offering, including the underwriter and its counsel, bond counsel, disclosure counsel, and Sweetwater's municipal advisor (collectively, the "Bond Deal Team Members"). These disclosures were misleading and deceptive in light of the facts that Sweetwater and Michel were aware of information indicating that the budget projections underestimated the actual expenses already incurred, and that Sweetwater and Michel knew that the District had no processes for incorporating actual expenses into its interim reports.

21. On or about February 27, 2018, Michel represented Sweetwater during a meeting with the credit rating agency to present the April 2018 bond offering and provide financials relevant to the District's credit profile. As part of this presentation, Sweetwater's municipal advisor presented Sweetwater's budget projections from the District's 2018 Fiscal Year interim reporting, which Michel and her staff had provided.

22. As part of the ratings process, the municipal advisor specifically informed Michel that the financial information provided to the credit rating agency had to be complete and accurate. Despite this, Michel unreasonably failed to disclose contrary information known to her and the District. At no point leading up to or following the bond offering did she or Sweetwater disclose to the credit rating agency that actual expenses were trending significantly higher than the projections contained in the first and second interim reports.

23. Based in part on Sweetwater's misleading financial information, on or about March 9, 2018, the credit rating agency published an issuer-default rating for the District of "A," explaining to investors, among other things, that the rating agency "expects reserves to hold above the state's 2% minimum fund balance requirement for the district due to strong state oversight of the district's budgets," "[t]he district budgets conservatively," and the rating agency "expects the district to actively manage expenditures to address potential budget gaps."

24. On March 22, 2018, Sweetwater disseminated the April 2018 Bonds' Preliminary Official Statement ("Preliminary OS") to potential bond investors. In the Preliminary OS, Sweetwater represented that it projected a \$19.5 million year-end general fund balance for the 2018 Fiscal Year based on current interim reporting, while omitting the fact that the projection was actually at odds with the known actual expenses and internal reports. Further, while misleadingly omitting the fact that the District made no effort to incorporate known expense data into its interim projections, Sweetwater: (i) represented that it filed positive certifications for each reporting period in the last five years in accordance with AB 1200; (ii) noted that a "positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years;" and (iii) described AB 1200's requirement that interim reporting be based on current information. On April 4, 2018, Sweetwater disseminated the April 2018 Bonds' Final Official Statement ("Final OS"), signed by Michel, to potential bond investors, making the same misrepresentations and omissions as in the Preliminary OS.

25. On April 4, 2018, Michel also signed on behalf of Sweetwater a "bond purchase agreement" in which Sweetwater "represent[ed], warrant[ed] and agree[d]" that (i) the Preliminary OS and Final OS did not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements therein not misleading; and (ii) that the financial statements included in the Final OS fairly presented the financial position of Sweetwater for the periods they purported to represent.

26. On April 25, 2018, Michel signed a certificate to sell the bonds to the underwriter on behalf of Sweetwater. In it, Sweetwater and Michel represented that Michel had reviewed the Final OS, and misleadingly certified that the Final OS did not contain any untrue statement of a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. This certification was provided to the underwriter who purchased the bonds from Sweetwater to facilitate the sale to investors, as well as the underwriter's counsel and bond counsel.

27. Sweetwater acted unreasonably in disseminating misleading financial information to, and omitting material facts from, investors, the Bond Deal Team Members, and the credit rating agency. The interim expense reporting known to Sweetwater and Michel should have indicated to them that the District's budget projections were misleading. Additionally, through Michel, Sweetwater knew or should have known the importance of conveying accurate and complete financial information in the Preliminary OS, Final OS and in other communications with the credit rating agency and Bond Deal Team Members.

### **Sweetwater's New CFO Uncovers the District's Substantial Deficit, Leading to a Rating Downgrade**

28. In or around September 2018, Michel retired from Sweetwater and was replaced by a new CFO. Under the new CFO's direction, the District completed its unaudited actual financial report finding that June 2018 year-end salary expenditures were approximately \$309.6 million – \$18.7 million higher than estimated in the second interim report and as reported in the Preliminary OS and Final OS. As a result of these expenses, as well as a shortfall in projected revenue,

Sweetwater's unaudited general fund balance dropped to approximately negative \$2.87 million, representing a shortfall of approximately \$22.4 million compared to figures included in the Preliminary OS and Final OS.

29. On October 26, 2018, after learning of the District's strained financial condition, the credit rating agency downgraded Sweetwater's issuer default rating two notches from "A" to "BBB+," with a negative outlook. According to the rating agency, this action was "triggered by significant deterioration in the District's financial position compared to prior expectations" and a "concern that expenditure control needed to stabilize its finances will be a challenge for the district."

30. On December 5, 2018, Sweetwater's independent auditor completed its audit of the District's 2018 Fiscal Year financial report. The audited financials revealed an even worse year-end general fund balance of negative \$7.2 million based on total deficit spending of approximately \$28.7 million.

### **Violations**

31. A statement or omission is material if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. *Basic Inc. v. Levinson*, 485 U.S. 224, 231-32 (1988).

32. As a result of the conduct described above, Sweetwater violated Section 17(a)(2) of the Securities Act, which proscribes obtaining money or property through misstatements or omissions about material facts, and Section 17(a)(3) of the Securities Act, which proscribes any transaction or course of business that operates or would operate as a fraud or deceit upon a purchaser of securities. A violation of these provisions does not require scienter and may rest on a finding of negligence. See *Aaron v. SEC*, 446 U.S. 680, 685, 701-02 (1980).

### **Undertakings**

Respondent has undertaken to:

33. Within 180 days of the Order, establish appropriate and comprehensive written policies and procedures and periodic training regarding all aspects of Sweetwater's municipal securities disclosures, including formal policies and procedures to be followed for the preparation, review and approval of official statements and continuing disclosures, and the designation of an individual officer of Sweetwater responsible for ensuring compliance by Sweetwater with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training.

34. Retain an independent consultant with municipal finance experience (the "Independent Consultant"), not unacceptable to the Commission staff, to conduct a review of Sweetwater's policies and procedures as they relate to all aspects of Sweetwater's municipal securities disclosures. The Independent Consultant shall not have provided consulting, legal,

auditing or other professional services to, nor had any affiliation with, Sweetwater during the two years prior to the institution of these proceedings.

35. Require the Independent Consultant to enter into an agreement that provides that for the period of engagement and for a period of two years from completion of the engagement, the Independent Consultant shall not enter into any employment, consultant, attorney-client, auditing or other professional relationship with Sweetwater, or any of its present or former affiliates, directors, officers, employees, or agents acting in their capacity. The agreement will also provide that the Independent Consultant will require that any firm with which he/she is affiliated or of which he/she is a member, and any person engaged to assist the Independent Consultant in performance of his/her duties under this Order shall not, without prior written consent of the Division of Enforcement, enter into any employment, consultant, attorney-client, auditing or other professional relationship with Sweetwater, or any of its present or former affiliates, directors, officers, employees, or agents acting in their capacity as such for the period of the engagement and for a period of two years after the engagement. The agreement will also provide that, within 180 days of the institution of these proceedings, the Independent Consultant shall submit a written report of its findings to Sweetwater, which shall include the Independent Consultant's recommendations for improvements to Sweetwater's policies and procedures.

36. The report by the Independent Consultant will likely include confidential financial, proprietary, competitive business or commercial information. Public disclosure of the report could discourage cooperation, impede pending or potential government investigations or undermine the objectives of the reporting requirement. For these reasons, among others, the report and the contents thereof are intended to remain and shall remain non-public, except (1) pursuant to court order, (2) as agreed to by the parties in writing, (3) to the extent that the Commission determines in its sole discretion that disclosure would be in furtherance of the Commission's discharge of its duties and responsibilities, or (4) is otherwise required by law.

37. Adopt all recommendations contained in the Independent Consultant's report within 90 days of the date of that report, provided, however, that within 30 days of the report, Sweetwater shall advise in writing the Independent Consultant and the Commission staff of any recommendations that Sweetwater considers to be unduly burdensome, impractical, or inappropriate. With respect to any such recommendation, Sweetwater need not adopt that recommendation at that time but shall propose in writing an alternative policy, procedures, or system designed to achieve the same objective or purpose. As to any recommendation on which Sweetwater and the Independent Consultant do not agree, Sweetwater and the Independent Consultant shall attempt in good faith to reach an agreement within 60 days after the date of the Report. Within 15 days after the conclusion of the discussion and evaluation by Sweetwater and the Independent Consultant, Sweetwater shall require the Independent Consultant inform Sweetwater and the Commission staff in writing of the Independent Consultant's final determination concerning any recommendation that Sweetwater considers to be unduly burdensome, impractical, or inappropriate. Within 10 days of this written communication from the Independent Consultant, Sweetwater may seek approval from the Commission staff to not adopt recommendations that Sweetwater can demonstrate to be unduly burdensome, impractical, or inappropriate. Should the Commission staff agree that any proposed recommendations are unduly burdensome, impractical,

or inappropriate, Sweetwater shall not be required to abide by, adopt, or implement those recommendations.

38. Disclose in a clear and conspicuous fashion the terms of this settlement in any final official statement for an offering by Sweetwater within five years of the institution of these proceedings.

39. Certify, in writing, compliance with the undertakings set forth above in paragraphs 33-38. The certification shall identify the undertakings, provide written evidence of compliance in the form of a narrative, and be supported by exhibits sufficient to demonstrate compliance. The Commission staff may make reasonable requests for further evidence of compliance, and Sweetwater agrees to provide such evidence. The certification and supporting material shall be submitted to LeeAnn G. Gaunt, Chief, Public Finance Abuse Unit, with a copy to the Office of Chief Counsel of the Division of Enforcement, no later than sixty (60) days from the date of the completion of the undertakings.

40. For good cause shown, the Commission staff may extend any of the procedural dates relating to these undertakings. Deadlines for procedural dates shall be counted in calendar days, except that if the last day falls on a weekend or federal holiday, the next business day shall be considered the last day.

#### IV.

In view of the foregoing, the Commission deems it appropriate to impose the sanctions agreed to in Respondent Sweetwater's Offer.

Accordingly, it is hereby ORDERED that:

A. Pursuant to Section 8A of the Securities Act, Respondent Sweetwater cease and desist from committing or causing any violations and any future violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act.

B. Respondent shall comply with the undertakings enumerated in paragraphs 33 to 40 above.

By the Commission.

Vanessa A. Countryman  
Secretary

## Sweetwater school district board seeks to silence opposition

Superintendent Brand calls someone's boss

Author Susan Luzzaro  
Publish Date March 15, 2013



Nick Marinovich

Sponsored

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Is there a concerted attempt by the Sweetwater Union High School District to silence or stifle criticism? That's what many public speakers told the trustees during the March 11 board meeting.

The meeting was prefaced by a lecture on civility given by Sweetwater attorney Dan Shinoff. During public comment, former adult school teacher and community advocate Fran Brinkman asked the superintendent and trustees, "How dare you lecture us on civility?"

Brinkman recounted a litany of actions she alleges have been used to intimidate or reduce the public's right to speak. Her list included: changing board times, cutting time allotted to speakers, moving public comment to the end of meetings, removing chairs from the board room, censoring board tapes, paying the legal fees for one trustee's "bogus" restraining order, and calling the employers of public speakers.

During the public comment portion of the meeting, more than five speakers expressed outrage at the idea that district superintendent Ed Brand would call someone's employer.

Chula Vista

Neighborhood News

services. According to O'Neill, Brand spoke to her captain about the woman expressing her opinion.

O'Neill used his three minutes to remind the trustees about First Amendment rights. He said, "This action is beyond the pale, and though this woman chooses to take the high road, if it were me, my attorney would be talking to your attorney."

Later, during public comment, a woman who identified herself as having spoken about an information technology issue at the last meeting began her speech by reading a statement that said the opinions she expressed were her own — not her employer's.

A similar concern was brought to the trustees' attention by bond-oversight chair Nick Marinovich.

On February 21, Marinovich received a letter from the district's attorney, Dan Shinoff, that read: "It has come to our attention that your conduct at the District's most recent board meeting warrants our involvement. It is important that civility is maintained at all times when the Board is conducting their business."

The letter inaccurately referred to a board meeting. A clarification letter followed from Shinoff; the warning was in regard to a bond-oversight meeting.

In a March 15 interview, Marinovich said, "This is the first letter of reprimand I have received in my entire life." Marinovich worked for the County of San Diego for 32 years.

"Sending letters like this just makes the district look foolish. They are not going to deter me from doing my job. The letter was not warranted. It is in reference to the entire bond-oversight committee — not just myself — asking hard questions of a district representative about iPad expenditures."

Marinovich was recently named executive director of the California League of Bond Oversight Committees.

Brand and trustee Jim Cartmill did not respond to emails requesting comment.

Via email, trustee Bertha Lopez responded to the comments made at the March 11 meeting: "It is an inappropriate that a member of the public comes to comment on a matter before the board and the result ends in district staff calling their employer! Private citizens have the right to free speech and they are protected.... It seems that instead of finding ways to resolve concerns or to clarify issues, the best course of action is to silence individuals."

**Subject:** Congratulations on your 2021 Gold Seal of Transparency  
**Date:** 9/15/2021 6:16:06 PM Pacific Standard Time  
**From:** donotreply@candid.org  
**To:** ajungherr@aol.com



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### Memorandum

The information in this document is confidential  
and protected by attorney-client and attorney work product privileges.

**TO:** Don Gosney  
Chair – WCCUSD Citizens' Bond Oversight Committee

**FROM:** Adam S. Ferber

**SUBJECT:** Intent of Proposition 39 With Regard to Bond Program

**DATE:** March 8, 2019

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In a letter dated March 2, 2019, which I received on March 5, 2019, you asked for my opinion concerning how, in general, California courts would likely interpret the purview of a Citizens Bond Oversight Committee in light of Proposition 39, the 2001 ballot measure which amended California Constitution Section 1 of Article XIII A, and Section 13 of Article XVI.

The precise interpretation by a court of any Constitutional or statutory language would depend primarily on the specific facts of the matter in front of it. However, in my opinion, in general, a court would likely construe that purview liberally.

### Discussion

The principal impact of Proposition 39 was to lower the threshold required to pass California local school district bond measures from a two-thirds super majority vote to a 55% super majority vote, subject to certain oversight and accountability requirements.<sup>1</sup> These oversight and

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<sup>1</sup> In the interest of economy, this memorandum is brief. For a fuller discussion of the purview of the CBOC, I refer you to pertinent portions of my September 16, 2015 opinion letter to Ms. Ivette Rico, then CBOC Chair. A copy of that letter is transmitted electronically along with this memorandum.

accountability requirements ultimately included the creation, by the enactment of Education Section 15278, of a Citizens Bond Oversight Committee ("CBOC") upon the first successful passage of a school district bond measure pursuant to Proposition 39.

The ultimately prevailing proponents of Proposition 39 stated the following in their arguments in support of the measure:

Passing Prop. 39 will:

Hold Administrators accountable for spending school bond construction money:

- Prohibit using funds for administration or bureaucracy.
- Require school administrators to produce a detailed list of specific school construction and repair projects to be funded.
- Require schools to undergo two rigid, independent financial and performance audits every year.
- Require bonds to be passed by a tough 55% supermajority vote.

This initiative helps fix classroom overcrowding and provides much needed repairs of unsafe and outdated schools. It mandates the strictest accountability requirements to ensure that bond funds are spent only on schools and classrooms, protecting taxpayers. (Emphasis supplied)

It therefore appears that the drafters of the Measure, and the voters who passed it, understood and expected that the accountability measures provided for were to be of the strictest kind. Conversely, especially in light of the expansion of taxing authority accorded to school districts, it appears that the drafters wished to avoid the "evil" of less than the strictest accountability requirements including any possible obfuscation or concealment, however inadvertent. It can be fairly inferred that citizen oversight to enforce accountability measures would be liberally construed.

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In the interest of brevity, this memorandum omits the precise language of the ballot measure, and the language of the Constitutional amendments that effectuated it. I will happy to provide this language upon request.

In my opinion, among, and subject to, other factors, the forgoing ballot arguments would likely exert a general influence over a court to construe liberally the purview of a CBOC.

I hope this information is helpful. As always, please free to contact me with any additional questions or concerns.


**EDUCATION**

# OC Homeowners to See School Bond Tax Changes; Some Will Pay More, Others Less



BY **NICK GERDA**

Published Sep 13, 2021 Updated 9 hours ago

 [Why you can trust Voice of OC](#)



A Santa Ana elementary school on Sept. 2, 2021. Credit: JULIE LEOPO, Voice of OC

**Some Orange County taxpayers are paying 10 times as much as others for school bonds – a difference that’s difficult to see as officials get ready to adjust how much homeowners pay for the construction debt.**

New tax rates go to OC supervisors for approval Tuesday, and the info in public agenda documents **only shows the new proposed rates** – not how they compare with current rates.

It's not easy to see how each school district's tax rates compare with each other – like which charge the most and least to each homeowner – because the documents don't add up the total that each district charges for its multiple bonds.

Voice of OC set out to make the data easier to understand, by grouping the roughly 200 separate bond taxes by district to show how much a taxpayer in each district is paying, and how it's changing.

**The simplified data** reveals a wide range in what districts charge – from over \$70 annually per \$100,000 in assessed property value in Los Alamitos, Garden Grove and Savanna school districts, to just \$7 and \$10 in Capistrano Unified and Laguna Beach Unified, respectively.

The biggest increases in the new proposed rates are at the Lowell Joint, Savanna and Buena Park school districts – which are seeing their rates go up by \$22, \$9 and \$8, respectively, per \$100,000 in assessed value.

The biggest drops are at the Placentia-Yorba Linda, Santa Ana, and Los Alamitos school districts, which are seeing their rates decline by \$14, \$13 and \$12, respectively.

**[Click here to see the school bond tax rates and changes for each district.]**



# OC School Bond Tax Rates

BY NICK GERDA & SONYA QUICK PUBLISHED: Sept. 13, 2021 | HOVER/TOUCH

The following shows property tax amounts for school bonds in each district. It's based on raw data provided by the Auditor-Controller and compiled by Voice of OC.

SCROLL IN CHART WITH FINGER/MOUSE TO VIEW ALL CITIES, TOUCH TITLES

| District                             | Annual amount paid near year in school bonds (per \$100k in assessed property value) | Extra/less paid assessed prop |
|--------------------------------------|--------------------------------------------------------------------------------------|-------------------------------|
| Anaheim Elementary School District   | \$63                                                                                 | -\$3                          |
| Anaheim Union High School District   | \$38                                                                                 | -\$2                          |
| Brea Olinda Unified School District  | \$24                                                                                 | -\$1                          |
| Buena Park School District           | \$42                                                                                 | \$8                           |
| Capistrano Unified School District   | \$7                                                                                  | \$0                           |
| Centralia Elementary School District | \$47                                                                                 | -\$1                          |
| Coast Community College District     | \$31                                                                                 | -\$1                          |

Download data

Carolyn Cavecche, president of the OC Taxpayers Association, said it's crucial for the public to make sure the bonds are spent on what was promised to the voters.

"The most important issue for taxpayers and the Taxpayer Oversight Committee to watch is that funds are only being spent on projects that were included in the bond language," said Cavecche, who formerly served as the mayor of Orange.

"Sadly taxpayers sometimes don't pay attention to that while voting and projects that are not appropriate for bond funds are approved. OCTax has specific rules on what should be and should not be paid for by bond funds."

Local taxpayers are supposed to have some help figuring out where their taxes go.

“It’s the job of the Taxpayer Oversight Committee to monitor spending,” Cavecche said.

“They are required to release a report to the school board and to the taxpayers every year on where the bond dollars are being spent. OCTax asks local school boards to post that information on their website in an area that is easy to find,” she added.

“Sadly that does not always happen.”

A good approach, she said, is for districts to have a website tab “front and center on the home page that is easily recognized as a place to find bond information.”

Cavecche said Orange Unified is doing a good job, though “some districts make it harder to find, making taxpayers have to hunt for it on the website.”

## §

After calculating the tax rates by district – and how they’re changing – Voice of OC contacted the spokespeople for all 28 school districts in OC to confirm the accuracy of the calculations, why the highest-cost districts are charging the most, and vice versa for the lowest-cost districts.

Irvine Unified’s school bonds – approved in 2016 – are capped at a maximum rate of \$29 per \$100,000 in value, said John Fogarty, who is IUSD’s Assistant Superintendent/Chief Financial Officer of Business Services, in an emailed response to Voice of OC.

“The rates up for approval appear to be accurate and are decreasing mainly because the Assessed Valuations (AV) within the School Facilities

Improvement District (SFID) are significantly outpacing the projected growth at the time of the bond issuance,” he added.

“For example, to be conservative the District projected flat [assessed valuations] growth in 2021-22 and actual [valuation] growth exceeded 6%. Therefore, not as much is needed to satisfy debt service.”

Orange Unified’s bonds also are capped at \$29 per \$100,000, noted spokeswoman Hana Brake.

“Due to prudent financial planning and changes in local property values, our residents are paying significantly less than that (\$16.64 per \$100K) on their 2020-2021 property tax bills,” she said.

“As of October 2020, District records indicate that our taxpayers are paying 42% less than the approved rate, which equals \$18 million in total taxpayer savings since 2017-18.”

Brake added that it’s difficult to compare tax rates between districts, because there’s differences in bond interest rates, terms and other factors, “depending on things like the credit rating of the district/entity and other factors.”

Spokespeople for the other districts didn’t respond, aside from the Centralia and Laguna Beach school districts confirming the numbers looked accurate.

*Nick Gerda covers county government for Voice of OC. You can contact him at [ngerda@voiceofoc.org](mailto:ngerda@voiceofoc.org).*



HOME (/) > JURY RESOURCES (/GRAND-JURY-RESOURCES) > OTHER USEFUL LINKS

## Other Useful Links

This page provides links to websites on California law; state government agencies; organizations that promote government efficiency, ethics, and transparency; and libraries.

Go to our **Local Government Information (local-government-information)** page for information about the local government entities and topics within the grand jury's jurisdiction.

### California Law

**California Legislature Information** (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>)

(California Constitution, codes of enacted laws including the California Penal Code, pending legislation)

**California Code of Regulations** ([https://govt.westlaw.com/calregs/index?](https://govt.westlaw.com/calregs/index?transitiontype=default&contextdata=(sc.default)))

[transitiontype=default&contextdata=\(sc.default\)\)](https://govt.westlaw.com/calregs/index?transitiontype=default&contextdata=(sc.default))) (in 28 titles, regulations adopted, amended, or repealed by about 200 regulatory agencies in accordance with the Administrative Procedures Act)

**California Court of Appeal and Supreme Court Decisions**

(<http://www.lexisnexis.com/clients/CACourts/>)

### State Government Sites

**California government agencies** (<https://www.ca.gov/agenciesall/>) (alphabetic listing of links)

**Fair Political Practices Commission** (<http://www.fppc.ca.gov/>) (FPPC)

**FPPC Form 700** (<http://www.fppc.ca.gov/Form700.html>)

## **Fair Political Practices Commission Online Ethics Training for Local Officials**

(<http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html>)  
(that grand jurors can take)

**Judicial Branch – Civil Grand Jury page** (<http://www.courts.ca.gov/civilgrandjury.htm>)

**California State Controller's Office** (<http://www.sco.ca.gov/>) (includes financial reports on all local governments, including special districts)

**California State Auditor** (<http://www.bsa.ca.gov>) (includes audit reports on state and local government entities regarding efficient and effective management of public funds)

**Government Compensation in California** (<http://publicpay.ca.gov/>) (information about compensation of all public officials in the state)

**Office of Emergency Preparedness** (<https://www.caloes.ca.gov/home>)

**California Department of Corrections & Rehabilitation** (<http://www.cdcr.ca.gov>) (information about state prisons, including locations)

**Board of State and Community Corrections** (<http://www.bscc.ca.gov/>) (information and reports about local detention facilities; BSCC site also accessed under Local Government Information webpage on this website)

**The Little Hoover Commission** (<https://lhc.ca.gov/>) (California's independent state government oversight agency, which issues reports on such topics as forest management, voting equipment security, and special district transparency)

## **Friends of Good and Open Government**

**Institute for Local Government** (<http://www.ca-ilg.org/>) (promoting good government at the local level)

**First Amendment Coalition** (<https://firstamendmentcoalition.org/>) (promoting free speech and government transparency)

✱ **California Association of Bond Oversight Committees** (<http://www.bondoversight.com>) (such ✱  
local committees are under the jurisdiction of the grand jury)

## **Libraries**

**Roberts Rules of Order** (<http://www.rulesonline.com>)

**County public law libraries** (<http://www.publiclawlibrary.org/>)

**Links to local public libraries** (<http://www.libraryspot.com/>)