California Public Benefits Corporation

Corporation was formed on September 19, 2019

20 Board Minutes, Saturday, November 18, 2023

11/20/2023 3:46 PM



Bond Oversight Done Right

September 19, 2023, is the fourth incorporation anniversary of the CABOC.

#### MINUTES BOARD OF DIRECTORS

Saturday, November 18, 2023, at 10:00 AM via Zoom

#### PURPOSE STATEMENT

"CABOC is the trusted and independent source of information, education, training, and assistance on school bond oversight to CBOC members and California taxpayers. Proposition 39 (2000) lowered the threshold for local voter approval of school bond measures to 55%. It was accompanied by the mandate to establish independent CBOCs to oversee school bond expenditures and report findings to governing boards, taxpayers, and the general public.

"Our mission is to develop the tools: training materials, newsletters, workshops, and conferences to enable CBOC members to engage in rigorous independent oversight and fulfill their obligations to ensure and report that bond money has been spent adequately for the benefit of students, families, their communities and all Californians and to represent our collective interests at the statewide level." (Articles of Incorporation January 14, 2023)

#### Voters have approved \$198.7 Billion Proposition 39 Bonds.

**To participate remotely using Zoom**: Log into Zoom from your laptop, PC, desktop, or tablet and enter the meeting ID 873 3925 8072, passcode 293000. If you are calling in only, you will also need the meeting phone: 1.669.444.9171, after which you will be prompted for the meeting ID.

CABOC Advisors, Members, and others are invited to attend and speak at this meeting.

Date: Saturday, November 18, 2023, Time: 10:00 AM, Place: Zoom

**Executive Director:** "On October 26, 2023, it was announced that Executive Director, Anton Jungherr, started Kaiser Hospice Home Care on October 26, 2023. He is doing well and is accepting emails (<u>ajungherr@aol.com</u>) and telephone calls (cell 510.697.7212) anytime."

#### CABOC 20 Board Minutes, Saturday, November 18, 2023

Item 1: Call to Order – President Carolyn Castillo at 10:00 a.m.

Name	County	Present	Absent
Tahir Ahad	Solano		Х
Michael P. Bishop, Sr. (on the agenda for ratification of appointment)	Los Angeles	Х	
Marc Carrel	Los Angeles	Х	
Carolyn Castillo	Los Angeles	Х	
Marcus Crawley	Alameda	Х	
Michael J. Frattali	San Diego	Х	
Chris Hanson	San Francisco	Х	
Gina Haynes	Contra Costa	Х	
Jason Hunter	Riverside	Х	
Manuel Jimenez	Sacramento	Х	
Anton Jungherr	Contra Costa	Х	
Lucille Castillo Lyon	Los Angeles	Х	
Jonathan Reynolds	San Luis Obispo		Х
Ourania Riddle	Solano		Х
Thomas Rubin	Alameda	X	
Laura Santos	Los Angeles	Х	

Item 2: Roll Call Directors – Denise Sheehan, Administrative Manager

Item 3: Introduction of Advisors, Members, and Friends – Denise Sheehan, Administrative Manager Bryan Scott, Barbara Pisching, and Denise Sheehan were present.

#### ACTION

Item 4: Ratify the Appointment of Michael P. Bishop, Sr., as a Board Director

On September 4, 2023, President Carolyn Castillo appointed Michael P. Bishop, Sr. (Los Angeles County) as a Board Director to replace David Lyell (Riverside County), who resigned for personal reasons on May 23, 2023. The term of appointment is effective November 18, 2023, and ends on January 31, 2024. He will be a candidate at the January 20, 2024, Annual Membership Meeting for a two-year term starting February 1, 2024, to January 31, 2026. Michael P. Bishop, Sr. Bio (8)<sup>1</sup>

Motion: Ratify appointment by President Carolyn Castillo of Michael P. Bishop, Sr., (Los Angeles County) as a Board Director effective November 18, 2023, to January 31, 2024. Approved

Data	Description
Date	Description
9.19.19	California Association of Bond Oversight Committees was incorporated as a California Public Benefits Corporation by Jack Weir and Anton Jungherr.
11.12.19	First Board meeting. Anton Jungherr was elected Corporate Secretary and Corporate Treasurer. Directors: Jack Weir, Anton Jungherr, Nick Marinovich, and Gregg Visineau.
4.14.20	Executive Committee approved Succession Plan CABOC Secretary and Treasurer.
3.4.21	Anton Jungherr started meeting with Denise Sheehan (Administrative Manager, paid part-time independent contractor) and Linda Lozito (Website Mistress, paid part-time independent contractor) via Zoom on Thursday each week.
4.13.21	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 recommended that CABOC create a succession plan for Anton Jungherr.
10.9.21	Board approved Anton Jungherr as Executive Director effective November 1, 2021, and Nick Marinovich as Deputy Executive Director effective November 1, 2021. Nick Marinovich was a former CABOC President. Nick Marinovich resigned from the Board on December 19, 2021. Nick Marinovich died on October 27, 2022.
4.9.22	The Board approved additional succession plan actions.
1.5.23	Board President Carolyn Castillo joined the Executive Director's weekly Thursday Zoom meetings.

#### Item 5: Executive Director Succession Plan

<sup>&</sup>lt;sup>1</sup> Page reference to the attached page

#### CABOC 20 Board Minutes, Saturday, November 18, 2023

Date	Description
2.23.23	Board Member Tom Rubin joined the Executive Director's weekly Thursday Zoom meetings. The Executive Director's Team includes Anton Jungherr, Denise Sheehan (paid staff), Linda Lozito (paid staff), Carolyn Castillo, and Tom Rubin.
10.26.23	Anton Jungherr announced to the Executive Director's Team that he started Kaiser Hospice Home Care.

Motion: Establish a Management Team of Carolyn Castillo, Board President (Chair), Tom Rubin, Board Member, Denise Sheehan (paid staff), and Lindia Lozito (paid staff) to manage the day-to-day affairs of CABOC. Further, the attached Organization Chart be approved effective November 18, 2023. (17) Approved

#### Item 6: Amend Board Policy 1, Standing and Ad Hoc Committees

*Motion: Approve the attached amendments to Board Policy 1, Board Standing, and Ad Hoc Committees. (18)* **Approved** 

#### Item 7: Ratify Appointment of Standing Committees Chairs and Vice Chairs

*Motion:* Ratify President Carolyn Castillo's appointments of the following standing committee chairs and vice chairs: **Approved** 

Standing Committee	Chair	Vice-Chair
Audit	Tom Rubin	Not applicable
Finance	Michael P. Bishop, Sr.	Jonathan Reynolds
Legal	Tom Rubin	Jonathan Reynolds
Legislation	Marc Carrel	Barbara Pisching
Public Relations	Ourania Riddle	Laura Santos
Training	Marcus Crawley	Tom Rubin
Nominations-Elections	Carolyn Castillo	Not applicable
Management Team	Carolyn Castillo	Tom Rubin
Strategic Plan Working Group	Rex Ridgeway	Verma Vinita

#### Item 8: Approve Staff Committees - Management Team and Strategic Plan Working Group

Motion: Approve Management Team (Carolyn Castillo, Chair; Tom Rubin, Vice Chair; Denise Sheehan, Linda Lozito) and Strategic Plan Working Group (Rex Ridgeway, Chair), and (Tahir Ahad, Vice Chair). Approved

#### CABOC 20 Board Minutes, Saturday, November 18, 2023

#### Item 9: Approve Amendments to Bylaws Article 7 Officers

Motion: Amend Bylaws Article 7, Section 1, Officers delete Assistant Vice President, Assistant Secretary, and Assistant Treasurer and delete Section 8, Duties of Assistant Vice President, Section 9, Duties of Assistant Secretary, and Section 10, Duties of Assistant Treasurer. Approved

#### Item 10: Election of Corporate Officers

Current corporate officers: President Carolyn Castillo, Vice President vacant, Secretary Anton Jungherr, Treasurer Anton Jungherr, Assistant Treasurer Jason Hunter (propose to be deleted, see Item 9 above).

- Elect a Vice President Michael P. Bishop, Sr. was nominated and Approved
- Elect a Secretary Michael J. Frattali was nominated and Approved
- Elect a Treasurer Jason Hunter was nominated and Approved

#### Item 11: Bank of America Authorized Signers and Debit Cards

Motion: That Anton Jungherr be removed as an authorized signer, that his debit card be canceled, that Jason Hunter be added as an authorized signer, and that Jason Hunter be issued debit cards. **Approved** 

#### Item 12: Review of Accounting Records September 1, 2019, to December 31, 2023

Motion: Audit Committee Chair Tom Rubin, review the accounting records for September 1, 2019, to December 31, 2023, and provide a written report to the Board of Directors, said review on the occasion of a change of treasurer. Approved

# Item 13: Ratify Appointment of Nominations-Election Committee for January 20, 2024, Board Member Election

Vacant Board positions: Marc Carrel (agreed to be nominated for a second term), Michael P. Bishop, Sr. (agreed to be nominated for his first term), Laura Santos (agreed to be nominated for a second term)

Motion: Ratify President Carolyn Castillo's appointment per bylaws of the three-member Nominations-Election Committee to conduct the Board election at the January 20, 2024, Annual Membership meeting. Approved

- Chair Carolyn Castillo
- Member Denise Sheehan
- Member Linda Lozito

#### ACTION CONSENT

All items are to be voted on by one motion unless the item is removed for a separate vote. Individual items can be discussed without removing from the consent agenda.

#### Item 14: Approve Minutes, August 12, 2023

The draft minutes were previously distributed to the Board of Directors and are on the website.

Note: Jason Hunter and Michael P. Bishop, Sr. abstained from voting on the minutes because they did not attend the meeting.

# Item 15: Amendment Denise Sheehan's Existing Independent Contractor Agreement Dated October 26, 2021 (23)

Amend Section 5 Compensation to increase the hourly rate to \$40 per hour, effective October 28, 2023. All other provisions of the Agreement remain the same.

Note: Denise Sheehan's initial agreement was dated December 29, 2020; the second agreement was October 26, 2021, and the third agreement was October 28, 2023.

# Item 16: Amendment Dominic Elias Recto Existing Employment Agreement Dated May 24, 2023 (29)

Amend the hourly rate to \$20 per hour, effective October 28, 2023. All other provisions of the Agreement remain the same.

# Item 17: Amendment Linda Lozito's Existing Independent Contractor Agreement Dated December 3, 2019 (30)

Amend Section 5 Compensation to increase the hourly rate to \$30 per hour, effective November 1, 2023. All other provisions of the Agreement remain the same.

#### Item 18: Financial Statements: October 2023

- Statement of Financial Position October 31, 2023 (36)
- Statement of Activity January to October 2023 (37)

#### Item 19: Board Meetings 2024, Saturdays at 10:00 AM

- February 10, 2024
- May 13, 2024
- August 13, 2024
- November 13, 2024

Motion: That the six consent items listed above be approved. Approved

#### CABOC 20 Board Minutes, Saturday, November 18, 2023

(Jason Hunter and Michael P. Bishop, Sr. abstained from voting on the minutes because they did not attend the meeting.)

#### DISCUSSION

#### Item 20: Committee Reports

This is an opportunity for a committee chair or member to discuss policy issues.

Marc Carrel gave an update from the Legislative Committee.

Marcus Crawley gave an update on the name change of the Training Materials Committee to the Training Committee.

Carolyn Castillo spoke to working with Total School Solutions on the website.

Carolyn Castillo spoke about the redesign of the website homepage to display the 25 new courses.

#### INFORMATION

None.

#### ADJOURNMENT

# Item 21: The next quarterly Board meeting is on Saturday, February 10, 2024, at 10:00 a.m.

#### Item 22: Comments from Directors, Advisors, Members, and Participants

Jason Hunter reported on a lawsuit regarding project lists scheduled for trial in January 2024.

Tom Rubin, Chair of the Legal Committee, spoke to three issues: California Public Records Requests for names and email addresses for CBOC members, workforce housing, and independent legal counsel.

Chris Hanson said she could provide Jason Hunter with examples of project list abuses.

#### Item 23: Adjournment by President Carolyn Castillo at 10:46 a.m.

Date of Minutes: November 18, 2023 Denise Sheehan, Administrative Manager Distribution: CABOC Members (voting) and website

Attachments to the agenda packet are included in the minutes posted on the website. Distribution copies of the minutes do not have attachments, as they were in the agenda packet for this meeting. 9/4/23, 2:48 PM

Subject:Re: CABOC Board of Directors Appointment - Michael P. Bishop, Sr.Date:9/4/2023 2:12:37 PM Pacific Daylight TimeFrom:ccarolynwin@aol.com

To: ajungherr@aol.com

Yes, I approve. He will be a great addition to the team.

Carolyn

In a message dated 9/4/2023 1:05:46 PM Pacific Daylight Time, <u>ajungherr@aol.com</u> writes:

There is one vacant Director position (Central/Southern California) with the May 23, 2023, resignation of David Lyall (Riverside County).

The CABOC president has the sole authority to fill a vacancy in any director position for the remainder of the term, subject to ratification of the board.

I recommend the appointment of Michael P. Bishop Sr. to the vacant Central/Southern California Board of Directors seat.

See attached resume and photo.

Michael attended the Training Materials Committee meeting on August 11, 2023.

Carolyn, do you approve of this appointment?

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Anton Jungherr California Association of Bond Oversight Committees Co-Founder & Executive Director ajungherr@aol.com 510.697.7212 cell bondoversight.org

Gmail - Head Shot



Michael Bishop Sr. <mpbishopsr.mbainc@gmail.com>

### **Head Shot**

1 message

Michael P Bishop Sr. <mpbishopsr.mbainc@gmail.com> To: "Michael P Bishop Sr." <mpbishopsr.mbainc@gmail.com> Mon, Sep 4, 2023 at 9:18 AM



Respectfully,

Michael P Bishop, Sr CBO(ret), CRTP MICHAEL BISHOP + ASSOCIATES, INC C: 213.507.6656 http://linkedin.com/in/michael-bishop-sr-5640b13b

https://mail.google.com/mail/u/0/?ik=f4130354f5&view=pt&search=all&permthid=thread\_f:1776124472144891544&simpl=msg-f:1776124472144891544 1/2

#### Contact

mpbishopsr.mbainc@gmail.com

www.linkedin.com/in/michaelbishop-sr-5640b13b (LinkedIn)

#### **Top Skills**

Executive Management Executive Coaching Leadership

Languages

English

#### Certifications

California Registered Tax Preparer (CRTP)

# Michael Bishop, Sr

Retired Chief Business Official (CBO) & Owner of Michael Bishop & Associates, Inc Long Beach, California, United States

### Summary

Experienced executive level retired K-12 public school administrator with a demonstrated history of working in the management consulting industry. Skilled in K-12 District Operations, Nonprofit Organizations, Operations Management, Analytical Skills, Coaching and Tax Preparation & Planning.

Strong entrepreneurship professional with a Bachelor of Science (BS) focused in Business Administration and Management, Accounting Emphasis from University of Southern California -Marshall School of Business.

### Experience

Michael Bishop & Associates Inc Owner January 1981 - Present (42 years 9 months) Long Beach, California

Public entity and not for profit clients since December 2012:

- September 2023 to present, Paramount USD, Office of the Superintendent, Coach to CBO

- January to June 2022, Upland USD, Office of Superintendent, coach to new CBO

- November 2021 - June 2023, Hollister SD, Office of Superintendent, general consulting services

- April 2021 to June 2022, San Gabriel USD, Office of Superintendent, Interim CBO, coach to new CBO.

- August 2020 to October 2020: South Whittier SD, Office of Superintendent, Interim CBO

- December 2019 - April 2022: Lake Elsinore USD, Office of CBO, Coach to Director of Fiscal Services

- December 2017 - March 2018: Downey USD, Office of Superintendent, Interim CBO

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 August 2017 - June 2018: Santa Monica-Malibu USD, Office of Superintendent, Interim CBO, special project consultant

- March 2017 - June 2021: San Bernardino City USD, Office of CBO, Coach to CBO & Business Division

- October 2016 to January 2017: Fullerton JUHSD, Office of Superintendent, Interim CBO

- July 2016 - December 2016: Alvord USD, Office of the Superintendent, Interim CBO

November 2015 - June 2017: Inglewood USD, Office of the State
Administrator, Special Projects Consultant, coach to new CBO and general consulting services

- January 2015 - June 2017: San Jacinto USD, Office of the Superintendent, Interim CBO, coach to new CBO and general consulting services

- April 2014 - April 2015: El Monte Union HSD, Office of the Superintendent, Interim CBO, coach to new CBO and general consulting services

October 2013 - June 2014: Fontana USD, Office of the CBO, Health Care
Reform Project Leader & coach to new CBO

- August 2013 to present: CIPA/ASCIP, Director of OCIP Program Development & Member Services

- August 2013: Los Angeles USD Office of the General Counsel, Strategic Planning Meeting Facilitation

- December 2012 - March 2013: Santa Ana USD, interim deputy superintendent & CBO

Alliance of Schools for Cooperative Insurance Programs (ASCIP) Director, OCIP Program Development & Member Services October 2013 - Present (10 years) Cerritos, California

Lead business development and member services for the OCIP program which provides all related construction insurance, risk management and loss control activities.

Fiscal Crisis Management Assistance Team (FCMAT) Mentor May 2005 - Present (18 years 5 months) Bakersfield, California, United States

FCMAT CBO Mentor Program specifically recruits and selects candidates with leadership experience in the disciplines of facilities, food service, technology and instruction. "Each year, the selection process becomes more competitive, with many qualified applicants vying for a limited number of slots," says former

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FCMAT CEO Joel Montero. The screening process is based upon selection of 30 candidates who have the attributes to become a successful CBO. All candidates must be nominated into the program, with nominators identifying why they believe their candidate will make a successful CBO.

Mentors typically have 10 or more years of experience as a CBO. FCMAT strives to match participants with mentors in their geographic area.

#### Fiscal Crisis Management Assistance Team Coach July 2023 - Present (3 months)

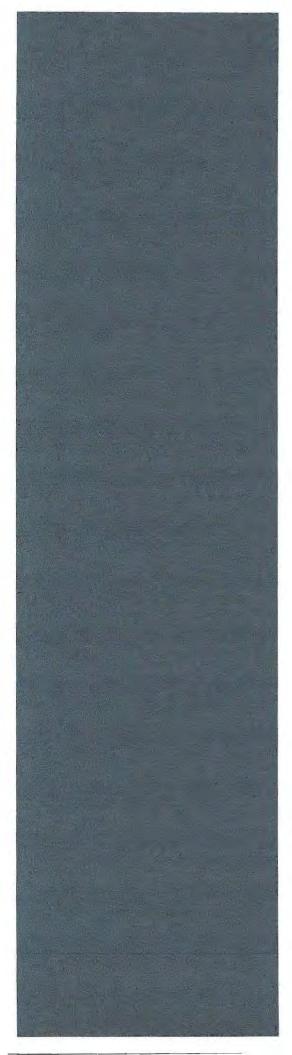
Bakersfield, California, United States

The FCMAT CBO Coaching and Induction Program (CIP) was created to help meet the growing need for well-trained, professional chief business officials (CBOs). The CIP represents the next level of CBO preparation programs and targets individuals who are in their first through third year as a CBO. This yearlong program is a deep dive into the primary business functions of a school district, immersing CBOs in a hands-on, activity-based curriculum that mirrors the annual fiscal calendar. Participants gain knowledge and receive tools that are immediately transferrable to the workplace and utilize FCMAT's Fiscal Health Risk Analysis (FHRA) process in alignment with the monthly program content. Leadership and effective decision-making and problem-solving are primary cornerstones of the CIP. This is an in-person program that provides extensive training over 12 two-day sessions. In short, the CIP's purpose is to build the CBOs' capacity to perform all job functions, including making essential resource allocations, performing fiscal and business calculations, and supporting leadership activities that advance achievement, educational access, and learning for all students. CIP participants are paired with experienced CBOs who are recognized experts in their field and have been trained as professional coaches. Coaches meet with participants on both an individual and a small group basis, functioning as a personal resource and professional guide. CIP coaches reinforce ethical decision-making, model best business practices and hold participants to a high level of professionalism and integrity while focusing on organizational equity. Participation in the program requires a financial commitment from the sponsoring LEA to support the cost of providing a coach. In addition, FCMAT requests active participation by the LEA superintendents in support of their CBOs.

USC Rossier School of Education USC SBMCP Program Adjunct Professor & Mentor Liason

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#### July 2006 - Present (17 years 3 months)

The School Business Management Certificate Program (SBMCP) is designed to provide a comprehensive learning experience for individuals who seek to further their understanding of school business management and/or for those who are working on a career path that could culminate with a Chief Business Official position in K-12 public education or charter schools. Most of the core competencies to which students are exposed in the SBMCP are transferable between the various sectors of public education and jobs within the business office. The program lasts 11 months and is delivered in a blended format, using state-of-the-art technology to support the interactive online learning component that makes up 75% of the time spent.

Each student is part of a Small Learning Support Group of 6-8 students and is assigned to one of our program facilitators. During the program, this facilitator is generally your first point of contact when requesting assistance.

Since the program uses fictitious scenarios to immerse students in a simulated learning experience, each student is also asked to select a mentor from their real-world workplace who can help them translate the learning to application. The ideal mentor is a person who is or has been a chief business officer in a K-12 setting. The mentors will be contacted several times throughout the year by the program's Mentor Liaison who will articulate the workload and big picture goals. The mentor/mentee relationship is one of mutual contact. This means the mentee should be able to reach out for support when needed and the mentor should check in regularly.

Long Beach Unified School District Citizen Oversight Committee Member September 2019 - Present (4 years 1 month) Long Beach, California, United States

The Citizens' Oversight Committee is made up seven individuals appointed by the Board of Education. As an independent committee, it is charged with informing the public about Measure K projects, reviewing Measure E and Measure K expenditures, and developing an annual report to the Board of Education on the progress of projects.

WLCAC Board Member 2006 - Present (17 years) Watts area of South Los Angeles

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Chair of Finance Committee

College Bound CA Board Member 2013 - December 2018 (5 years) Vice Chair of Board Member of Executive Committee Chair of Finance Committee

Dolinka Group, LLC Director, Client Management September 2015 - June 2016 (10 months) Irvine, California

Member of the client management team that provides clients with the most thorough and accurate solutions available in the areas of Financial Advisory, Facilities Planning, Special Tax & Assessment and Developer Fee Services.

Schools First FCU Advisory Board Member, LA/OC 2007 - 2013 (6 years)

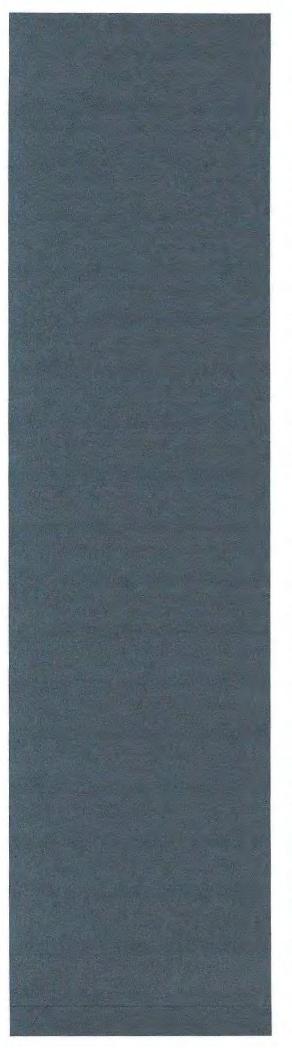
Los Feliz Charter School for the Arts Board Member 2006 - 2013 (7 years)

Alliance of Schools for Cooperative Insurance Programs (ASCIP) Executive Committee Member 1996 - 2013 (17 years) Cerritos, California

President of Executive Committee Treasurer of Executive Committee Member of Claims Coverage Committee Member of Loss Control Committee Member of Finance Committee Board Member of Captive Insurance Company

Santa Ana Unified School District Deputy Superintendent & CBO December 2009 - December 2012 (3 years 1 month) Santa Ana. California

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Executive responsible for Business, Division; Facilities, M&O Division; Human Resources Division and School Police Department

Paramount Unified School District Assistant Superintendent & CBO March 2000 - December 2009 (9 years 10 months) Paramount California

Executive responsible for Business Division

#### COMPTON UNIFIED SCHOOL DISTRICT Associate Superintendent & CBO December 1995 - March 2000 (4 years 4 months) Compton, California

Executive responsible for Business Division

#### Vicenti, Lloyd & Stutzman LLP Sr. Business Consultant October 1993 - December 1995 (2 years 3 months) East San Gabriel Valley

General business services consulting for K-14 districts and income tax preparation.

Los Angeles County Office of Education General Accounting Officer, Chief Accountant & Principal Internal Auditor August 1983 - August 1993 (10 years 1 month) Downey, California

Principal Internal Auditor - Perform financial and operational audits of LACOE departments and coordinate with external auditors for the annual single audit. Chief Accountant - Oversaw the financial and payroll activities of all LACOE departments and coordinate of the budget department.

General Accounting Officer - Key member of a team that was responsible for the countywide financial system used by all LEAs in LA County and assisting with financial transactions and financial books and records.

# Education

University of Southern California - Marshall School of Business Bachelor of Science (BS), Business Administration and Management, Accounting Emphasis · (1975 - 1980)

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Full Name:	Michael P Bishop Sr.
Last Name:	Bishop Sr.
First Name:	Michael P
Business Address:	3520 Weston Pl Long Beach, CA 90807
Mobile:	(213) 507-6656
Email:	mpbishopsr.mbainc@gmail.com
Email Display As:	Michael P Bishop Sr. (mpbishopsr.mbainc@gmail.com)

Public profile

#### California Association of Bond Oversight Committees

A California Public Benefits Corporation www.bondoversight.org

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Bond Oversight Done Right

Corporation formed September 19, 2019 Corporation Number 4319346

### **ORGANIZATION CHART AS OF NOVEMBER 18, 2023**

CABOC Voting Members (85) (elect Board of Directors at the annual January membership meeting)

Board of Directors (16).

Corporation Officers elected by Board (4): President, Vice President, Secretary, and Treasurer.

Executive Committee (4) Corporation Officers and any other Director as approved by the Board.

Standing Committees (7) defined in Board Policy 1: Audit, Finance, Legal, Legislation, Nominations-Elections, Public Relations, Training.

Advisors (15), appointed by the President, subject to ratification by the Board.

Management Team (4) Board President (Chair), Board Member, Administrative Manager (paid staff), and Website Mistress (paid staff).

Staff (part-time independent contractor positions).

Administrative Manager

General Counsel

Website Mistress

Database Manager

Strategic Plan Working Group (9)

Anton Jungherr

#### **Board Standing and Ad Hoc Committees**

Track change edits: deletions, new text

# Bylaws Section 2. Standing and Ad Hoc Committees; Appointment and Removal of Chairs

- (a) The board of directors shall establish such standing committees to work under the president's direction as it shall determine necessary to accomplish the goals of the corporation. The board of directors shall notify the membership by letter, email, or notice in the corporation's newsletter if it establishes or dissolves a standing committee.
- (b) The president may establish and dissolve ad hoc committees as determined necessary, with ratification by the board.
- (c) The president shall appoint a chair of each committee upon ratification of the board. The chair of the committee shall appoint the vice chair and other members of the committee except as otherwise provided by the policy manual. When a new president is elected by the board, the president may appoint new chairs upon ratification of the board or reappoint incumbent committee chairs without ratification by the board.
- (d) The board, or the president upon ratification by the board, may remove a committee chair with or without cause.

#### **Bylaws Section 3. Committee Responsibilities**

- (a) Committees shall keep regular minutes of their proceedings
- (b) No committee shall have power or authority to take any action on behalf of the corporation unless specific power and authority is delegated to that committee by the policy manual, a resolution, or other action of the board of directors.
- (c) A committee can take no action except when a quorum is present.

#### **Standing Committees**

The following Seven (7) Standing Committees are established with the duties as prescribed.

#### Audit

The Audit Committee shall review the work of the CABOC Treasurer and the financial statements and records and, as appropriate, report to the CABOC Board and Executive Director.

Audit Committee actions, at the direction of the CABOC Board or its discretion, may include, but not be limited to, review of bank statements, checks, and other disbursements, including electronic disbursements, receipts of dues, contributions, training session fees, grants, and

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### 1 Board Policy Standing and Ad Hoc Committees Approved by Board of Directors November 18, 2023

additional funds; periodic financial statements and reports to outside entities, such as tax returns and grant reports; and other tasks as deemed necessary.

The Audit Committee shall review CABOC financial systems and procedures, including any changes. The Audit Committee shall report to the Board at least quarterly.

#### Conference

Plan-and conduct the annual conference.

Plan and conduct regional conferences and training workshops.

#### Finance

Prepare a financing plan for Board approval. Consider but not limited to the following plan elements:

- o-membership fees.
- ⊖ conference-fees
- o training fees
- —Board member annual donations
- <del>⇒ grants</del>
- ⊖ -- endowment
- advertising rates, newsletters, and website
- o- conference sponsor fees
- o- webinar sponsor fees
- -product-sales
- monthly recurring donations
- ⊙ -corporate sponsors for various publications
- o-Facebook birthday donation
- o-YouTube sales of training materials
- District annual subscription fees for training
- o fundraising campaigns
- o -corporate employee (active/retired) donation match
- o Associate member fees and advertising rates

Review Prepare-the annual budget.

Monitor actual income and expense variances from the annual budget.

Review monthly-financial-statements.

Monitor-the Anedot donor database.

### 1 Board Policy Standing and Ad Hoc Committees Approved by Board of Directors November 18, 2023

11/7/2023 12:52 PM DRAFT

#### Legal

The Legal Committee has no independent authority; all its recommendations will go to the Board for approval.

Recommend to the Board action on the following matters:

Filing of amicus briefs.

Distribution of press releases in support of ongoing litigation filed by others.

Support pro per lawsuits filed by others.

Initiate CABOC lawsuits.

Prepare an index of relevant California statutes and cases.

#### Prepare a strategic direction for legal actions.

#### Legislation

Prepare an annual legislative program to implement the Little Hoover Commission's February 2017 recommendations.

Seek sponsors for the legislative program.

Promote the passage of legislative programs.

Track legislation of interest to CABOC.

Take a public position on the legislation of interest to CABOC.

#### **Members Database**

Solicit and maintain current via California Public Records Act requests and other means the name and email address of active Proposition 39 Citizens' Bond Oversight Committee (CBOC) members and enter the Constant Contact electronic marketing system.

Maintain current Excel database of districts (K-12 and Community College) with active Proposition 39 CBOC.

Recruit voting CABOC members.

Recruit Advisors.

Manage Constant Contact's electronic marketing system.

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#### CABOC

### 1 Board Policy Standing and Ad Hoc Committees Approved by Board of Directors November 18, 2023

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#### **Public Relations**

Maintain a current list of media contacts. Prepare and distribute press releases. <del>Prepare and distribute via Constant Contact an electronic newsletter.</del> Manage the website.

Conduct surveys/polls of stakeholders.

#### **Training** Materials

Prepare and publish on the website "Best Practice" standards. Prepare and publish on the website Legal Compliance and Best Practice Manual. Prepare and publish on website FAQs and their answers. Respond to website Help-Desk-requests. Prepare other training materials as needed. Prepare training materials. **Deliver training to CBOC members.** Response to Help Desk requests. Publish the CABOC Digest (digital newsletter. Update course components (7). Maintain Legal Index. Maintain Abuse, Fraud & Waste Database. Annual CBOC Compliance Report Card, starting October 2024. Plan and Conduct the CABOC Annual Conference in October each year. Maintain California School Proposition 39 Citizens' Bond Oversight Committee Database (Excel). Maintain California School Proposition 39 Citizens' Bond Oversight Committee Members Database (Constant Contact). Recruit CABOC members and Advisors. Legislation Program (work with Legislation Committee). Key Performance Indicators (website and Constant Contact),

#### **Nominations-Elections**

Conduct annual election of Board Directors by Bylaws Article 5, Nomination and Election of Directors.

C:\0 Documents\00000 CABOC - 7.2.19\0 Policies\1 Board Standing and Ad Hoc Committees November 18, 2023 - 11.7.23 track changes - aj.docx Page 4 of 5

#### CABOC

#### 1 Board Policy Standing and Ad Hoc Committees Approved by Board of Directors November 18, 2023

History: Original March 14, 2020; complete revision June 12, 2021; amended August 21, 2021; amended February 12, 2022; amended April 9, 2022; amended January 14, 2023; comprehensive revision November 18, 2023.

Note: On November 11, 2023, Executive Director Anton Jungherr did spell, punctuation, and grammar edits using the Grammarly software program.

Independent Contractor Agreement California Association of Bond Oversight Committees and Denise Sheehan, dated October 8, 2021

# 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, warrantics, 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.

**B** so contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020 October 26, corr H

#### 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

C 0 Documents:00000 California Association of Bond Oversight Committees 7.2.1950 Board Documents/Independent Contractor Agreement Denise Sheehan - 9.26.21 - a) docx Page 2 of 6

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Independent Contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020 October 26, 2021 M

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 fces, 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

#### Association Independent Contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020 Sc. 16 Ser 26, 2021 M

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:

CABOCCONTRACTORAnton JungherrDenise Sheehan121 Ash Court911 Notre Dame AvenueHercules, CA 94547Concord, CA 94518ajungherr@aol.comdenisesheehan@gmail.com510.697.7212925.683.2708

#### 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.

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Independent Contractor Agreement California Lingue of Bond Oversight Committees and Denise Sheehan, dated Becculer 36, 2020 October 26, 2021

#### 15. 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 superseder and replaces all prior and contemporateous understandings or agreements, written or oral, regarding such subject matter. No unnonment or modification of this Agreement shall be valid and binding on the Parties onless 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.

#### 29. SEVERABILITY

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be to held by applicable court decision, such unenforceability or invalidity shall not tender this Agreement unenforceable or invalid, and the unenforceabile or invalid provision shall be amended to achieve as closely as penable 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 eincurstances beyond the reasonable control of the party so delayed and such party shall be entitled (subject to given able 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.

Brane Sheehan

California Association of Board Oversught Committees

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Independent Contractor Agreement California League of Bond Oversight Committees and Denise Sheehan, dated December 30, 2020 October 26, 2021 M

#### 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



**California Association of Bond Oversight Committees** 

A California Public Benefits Corporation # 4319346 was formed on September 19, 2019 Bond Oversight Done Right

5/25/2023 TO 18 PM

Anton Jungherr, Co-Founder & Executive Director 121 Ash Court, Hercules, CA 94547 ajorgherr a adjectin, 510.697.7212 cell, www.bondoversight.org

#### **Employment Agreement Dominic Elias Recto**

California Association of Bond Oversight Committees (CABOC) offers Dominic Elias Recto employment as a Database Manager at \$16 per hour, effective May 24, 2023. It shall continue in effect until terminated by Dominic Elias Recto or CABOC on the following terms and conditions:

Dominic Elias Recto is an independent contractor and is responsible for any taxes owed arising out of her relationship with CABOC. CABOC shall not withhold any taxes from payments made to Dominic Elias Recto.

Dominic Elias Recto or CABOC may terminate this agreement by giving written notice.

Dominic Elias Recto shall submit weekly invoices to CABOC for work performed.

CABOC will pay Dominic Elias Recto weekly via electronic transfer directly into his bank account using the Zelle application.

All files, records, documents, and similar items relating to the business of CABOC, whether prepared by Dominic Elias Recto or otherwise coming into his possession, shall remain the exclusive property of CABOC.

Approved: Dominic Elias Recto, 6 Hill Court, Hercules, CA 94547,

dereero 277 a small.com, 510.833.0024 June Chart 5131123 Date signed:

Approve:	Anton	Jungherr,	Executive Director, CABOC	Japyhen
Date Signed	d:	MAY	25,2023	

# **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made on this 3th day of December, 2019, 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 Linda Lozito with her principal place of business at 1517 Elm Avenue, Richmond Heights, CA 94805 ("Contractor") (sometimes collectively referred to hereinafter as the "Parties").

#### RECITALS

WHEREAS, CABOC needs assistance in graphic design, website management, newsletters production and database management;

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 she 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 December 3, 2019, 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. TASKS - AS DETERMINED BY THE PARTIES.

#### 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 as follows:

- Redesign website at a rate of \$35 per hour not to exceed \$1,000.
- Monthly website maintenance fee of \$50 per month.
- Newsletters at \$50 per newsletter.
- All other services at \$25 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 she 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. 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 she CABOC 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.
- 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 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 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 she 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

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

#### CONTRACTOR

Linda Lozito 1517 Elm Avenue Richmond Heights, CA 94805 lozito@sbcglobal.net 510.375.3607

#### **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. SHEADINGS**

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.

#### **2I. 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.

Committees

Linda Lozito

Lund K. Lozoto

Signature

Jafughen

Signature

Contractor: Linda Lozito

CABOC: Anton Jungherr, Secretary/Treasurer

California Association of Bond Oversight

Date December 3, 2019

Date December 3, 2019

# California Association of Bond Oversight Committees



Statement of Financial Position As of October 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
100 Bank of America	13,608
Total Bank Accounts	\$13,608
Other Current Assets	
110 Undeposited Funds Anedot	96
Total Other Current Assets	\$96
Total Current Assets	\$13,705
TOTAL ASSETS	\$13,705
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 Accounts Payable	2,818
Total Accounts Payable	\$2,818
Total Current Liabilities	\$2,818
Total Liabilities	\$2,818
Equity	
310 Unrestricted Net Assets	1,310
Net Revenue	9,578
Total Equity	\$10,887
TOTAL LIABILITIES AND EQUITY	\$13,705

Note

Anton Jungherr, Treasurer

# California Association of Bond Oversight Committees



Statement of Activity January - October, 2023

	TOTAL
Revenue	
400 Donations Individuals	28,989
410 Conference Fees (net of processing fees)	3,550
420 Corporate Sponsors	9,000
Total Revenue	\$41,539
GROSS PROFIT	\$41,539
Expenditures	
500 1 Staff (independent contractors)	
505 Administrative Manager	12,353
515 Conference Staff	4,974
520 Database Manager	3,005
525 Editing Services	75
530 Executive Director (donated back to CABOC)	1,000
535 Graphic Design	213
545 Newsletters	1,350
560 Video Production	1,376
565 Website Mistress	3,394
Total 500 1 Staff (independent contractors)	27,738
600 Other Expenses	
605 Accounting Software QuickBooks Online	482
610 Bank Fees Bank of America	33
615 Conference Expenses	440
620 Credit Card Processing Anedot	151
625 Database Constant Contact	994
630 Insurance (Directors & Officers)	616
635 Meeting Software Zoom	192
640 Office Expenses	758
650 Website Hosting FX Domains	557
Total 600 Other Expenses	4,223
Total Expenditures	\$31,962
NET OPERATING REVENUE	\$9,578
NET REVENUE	\$9,578

Note Anton Jungherr, Treasurer