

**Education Audit Appeals Panel
State of California**

Appeal of 2012-13 Audit Finding 13-39 by:

EAAP Case No. 15-01
OAH No. 2015020238

Inglewood Unified School District,
Appellant.

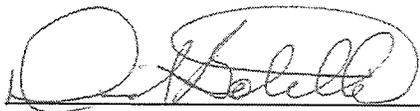
Decision

The Education Audit Appeals Panel has adopted the attached Stipulated Agreement of the parties as its Decision in the above-entitled matter.

Effective date: June 20, 2016.

IT IS SO ORDERED.

June 20, 2016
Date



David Botelho, Chairperson
for Education Audit Appeals Panel

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Attorney General of California
2 RICHARD T. WALDOW
Supervising Deputy Attorney General
3 KRISTEN T. DALESSIO
Deputy Attorney General
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7 *Attorneys for Intervenor*
Department of Finance

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EDUCATION AUDIT
APPEALS PANEL

8
9 BEFORE THE EDUCATION AUDIT APPEALS PANEL

10 STATE OF CALIFORNIA

11 **In the Matter of the Audit Appeal of:**

12 **Appeal of Fiscal Year 2012-2013 Audit**
13 **Finding 13-39 by INGLEWOOD UNIFIED**
14 **SCHOOL DISTRICT,**

15 Appellant,

16 v.

17 **CALIFORNIA STATE CONTROLLER,**

18 Respondent,

19 **DEPARTMENT OF FINANCE,**

20 Intervenor.
21

OAH No. 2015020238

EAAP Case No. EAAP 15-01

STIPULATION AND SETTLEMENT
AGREEMENT

22 Appellant INGLEWOOD UNIFIED SCHOOL DISTRICT (Appellant), Respondent
23 BETTY YEE, California State Controller (SCO), and Intervenor DEPARTMENT OF FINANCE
24 (Finance) (collectively known as the parties) agree to a complete settlement of the above-
25 captioned matter as follows:
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RECITALS

A. The SCO conducted an audit of the Appellant for the 2012-13 fiscal year, the results of which were included in the final audit report issued on or about November 10, 2014.

B. In Audit Finding 13-39, the SCO determined that Appellant did not properly calculate instructional time for five out of six school sites, and that Appellant did not have written policies or procedures regarding calculating and reporting instructional time, resulting in an overstatement in the amount of apportionment the Appellant claimed from the State in the amount of \$366,280.

C. Appellant timely filed a request for formal appeal of the foregoing audit findings pursuant to Education Code section 41344(d) instituting this appeal before the Education Audit Appeals Panel (EAAP).

D. Finance intervened pursuant to Education Code section 41344.1, subdivision (b).

E. To avoid the costs and uncertainty of litigation, the parties to this case agree to completely resolve this dispute on the terms and conditions described below.

AGREEMENT

For the purpose of completely settling and resolving the appeal of Audit Finding 13-39, the parties agree as set forth below:

1. Appellant shall withdraw its appeal of Audit Finding 13-39 as part of this settlement.

2. Appellant shall repay in full satisfaction of Audit Finding 13-39 the sum of \$36,280, with no interest, from its next school year apportionment following EAAP approval of this stipulated agreement.

3. This stipulated agreement fully and completely resolves all claims, demands, appeals, obligations, or causes of action arising from or relating to Audit Finding 13-39. Accordingly, the parties expressly waive any right or claim to assert or pursue thereafter any claim, demand, obligation and/or cause of action relating to Audit Findings 13-39. However, this does not prevent Appellant from seeking a waiver under Education Code section 46206.

4. This stipulated agreement is subject to and conditioned upon approval and adoption by EAAP, pursuant to Education Code section 41344.1(b).

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5. This stipulated agreement may be executed in counterparts, each of which shall constitute an original. Facsimile and .pdf signatures by the parties and/or their designated representatives are deemed the equivalent of original signatures.

6. The parties shall bear their own attorneys' fees and costs.

Dated: 1/21/16

INGLEWOOD UNIFIED SCHOOL DISTRICT

By: Richard C. Miadich
RICHARD C. MIADICH
Olson Hagel & Fishburn LLP
Attorneys for Inglewood Unified School District

Dated: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

By: _____
VINCENT C. MATTHEWS, Ed.D
State Administrator
Inglewood Unified School District

Dated: _____

OFFICE OF THE STATE CONTROLLER

By: _____
SCOTT J. MERRILL, Attorney
Counsel for Hon. Betty Yee
State Controller

Dated: _____

DEPARTMENT OF FINANCE

By: _____
JEFF BELL
Program Budget Manager
Department of Finance

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5
6 Dated: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

7
8 By: _____
9 RICHARD C. MIADICH
10 Olson Hagel & Fishburn LLP
11 Attorneys for Inglewood Unified School
12 District

11 Dated: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

12
13 By: Vincent Matthews
14 VINCENT C. MATTHEWS, Ed.D
15 State Administrator
16 Inglewood Unified School District

17 Dated: _____

OFFICE OF THE STATE CONTROLLER

18
19 By: _____
20 SCOTT J. MERRILL, Attorney
21 Counsel for Hon. Betty Yee
22 State Controller

23 Dated: _____

DEPARTMENT OF FINANCE

24 By: _____
25 JEFF BELL
26 Program Budget Manager
27 Department of Finance
28

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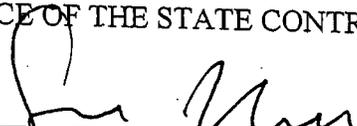
Dated: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

By: _____
VINCENT C. MATTHEWS, Ed.D
State Administrator
Inglewood Unified School District

Dated: _____

OFFICE OF THE STATE CONTROLLER

By:  _____
SCOTT J. MERRILL, Attorney
Counsel for Hon. Betty Yee
State Controller

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By: _____
JEFF BELL
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INGLEWOOD UNIFIED SCHOOL DISTRICT

By: _____
RICHARD C. MIADICH
Olson Hagel & Fishburn LLP
Attorneys for Inglewood Unified School District

Dated: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

By: _____
VINCENT C. MATTHEWS, Ed.D
State Administrator
Inglewood Unified School District

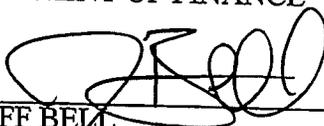
Dated: _____

OFFICE OF THE STATE CONTROLLER

By: _____
SCOTT J. MERRILL, Attorney
Counsel for Hon. Betty Yee
State Controller

Dated: 01 FEB 16

DEPARTMENT OF FINANCE

By:  _____
JEFF BELL
Program Budget Manager
Department of Finance

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Dated: 1/21/16

DEPARTMENT OF FINANCE

By: 

KRISTEN T. DALESSIO
Deputy Attorney General
Attorneys for Department of Finance

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