

**Education Audit Appeals Panel
State of California**

Appeal of Audit Finding 1 & 3 of 2016-17
Program Audit of California Clean Energy
Jobs Act by:

Napa Valley Unified School District,

Appellant.

EAAP Case No. 18-12

OAH No. 2019041047

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: July 27, 2020.

IT IS SO ORDERED.

July 27, 2020
Date



Joel Montero, Chairperson
for Education Audit Appeals Panel

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8
9

10 BEFORE THE EDUCATION AUDIT APPEALS PANEL

11 STATE OF CALIFORNIA
12

13 **In the Matter of the Appeal of 2016-17**
14 **Program Audit of California Clean Energy**
15 **Jobs Act; Audit Findings 1 and 3 by:**

16 **NAPA VALLEY UNIFIED SCHOOL**
17 **DISTRICT,**

18 Appellant,

19 v.

20 **OFFICE OF THE STATE CONTROLLER,**

21 Respondent,

22 **DEPARTMENT OF FINANCE,**

23 Respondent.
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EAAP Case No. 18-12
OAH Case No. 2019041047

**STIPULATION AND SETTLEMENT
AGREEMENT**

1 INTRODUCTION

2 Appellant Napa Valley Unified School District (Appellant or NVUSD), Respondents
3 California State Controller's Office (SCO), and California Department of Finance (Finance)
4 (collectively, the Parties), agree to a complete resolution of the above-captioned matter as
5 follows.

6 RECITALS

7 A. SCO conducted an audit of a selection of completed projects of the California Clean
8 Energy Jobs Act for the period of July 1, 2016, through June 30, 2017, the results of which were
9 included in the final audit report titled "Program Audit of the California Clean Energy Jobs Act"
10 issued on or about July 2018 (Audit).

11 B. In Audit Finding 1, the SCO determined that \$399,035 of NVUSD's costs were
12 disallowed because they were sole-sourced, in violation of Public Resources Code section 26235
13 subdivision (c).

14 C. In Audit Finding 3, the SCO determined that \$57,541 of NVUSD's costs were
15 disallowed because they were incurred prior to December 19, 2013, in violation of California
16 Energy Commission Project Implementation Guidelines. Of the \$57,541 identified in Audit
17 Finding 3, \$57,235 was determined to be sole-sourced and included as a part of Audit Finding 1.

18 D. Appellant timely filed a request for formal appeal of Audit Findings 1 and 3 (the
19 Appeal) pursuant to Education Code section 41344 subdivision (d), instituting the Appeal before
20 the Education Audit Appeals Panel (EAAP).

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

23 AGREEMENT

24 For the purpose of completely settling and resolving the Appellant NVUSD's Appeal of
25 Audit Findings 1 and 3, the Parties do agree as set forth below:

26 1. Appellant shall repay in full satisfaction of Audit Findings 1 and 3 the sum of
27 \$339,179.76, without interest, in equal annual installments of \$42,397.47 per year for eight years
28 commencing with the first payment due by December 31, 2020, and by December 31 of each year

1 thereafter, until final payment by December 31, 2027, following EAAP's approval of this
2 stipulated agreement.

3 2. Nothing in this Stipulation and Settlement Agreement prohibits NVUSD from
4 satisfying the sum owed and in less time than provided in Paragraph 1 of this Stipulation and
5 Settlement Agreement.

6 3. This Stipulation and Settlement Agreement is subject to and conditioned upon
7 approval and adoption by EAAP, pursuant to Education Code section 41344.1, subdivision (b).

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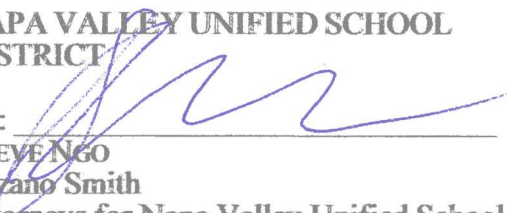
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1 4. This stipulated agreement may be executed in counterparts, each of which shall
2 constitute an original. Facsimile and .pdf signatures by the parties and/or their designated
3 representatives are deemed the equivalent of original signatures.

4 5. The parties shall bear their own attorneys' fees and costs relative to the Appeal.


5
6 Dated: July 14, 2020

NAPA VALLEY UNIFIED SCHOOL
DISTRICT

7 By: 
8 STEVEN NGO
9 Lozano Smith
Attorneys for Napa Valley Unified School
District

10 Dated: 7-13-20

NAPA VALLEY UNIFIED SCHOOL
DISTRICT

12 By: 
13 Rabinder Mangewala
14 Assistant Superintendent
Napa Valley Unified School District

15 Dated: _____

OFFICE OF THE STATE CONTROLLER

16 By: _____
17 JOHN DICKERSON
18 Counsel for Hon. Betty Yee
State Controller

19 Dated: _____

DEPARTMENT OF FINANCE

20 By: _____
21 JEFF BELL
22 Program Budget Manager
Department of Finance

23 Dated: _____

24 By: _____
25 MARYAM TOOSI BERONA
26 Deputy Attorney General
Attorneys for Department of Finance
AS TO FORM ONLY

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DISTRICT

7 By: _____
8 STEVE NGO
9 Lozano Smith
10 Attorneys for Napa Valley Unified School
District
AS TO FORM ONLY

11 Dated: _____
12

NAPA VALLEY UNIFIED SCHOOL
DISTRICT

13 By: _____
14 RABINDER MANGEWALA
Assistant Superintendent, Business Services
Napa Valley Unified School District

15 Dated: 7-7-2020
16

OFFICE OF THE STATE CONTROLLER

17 By: 
18 JOHN DICKERSON
19 Counsel for Hon. Betty Yee
State Controller

20 Dated: _____
21

DEPARTMENT OF FINANCE

22 By: _____
23 JEFF BELL
24 Program Budget Manager
Department of Finance

25 Dated: _____
26

27 By: _____
28 MARYAM TOOSSI BERONA
Deputy Attorney General
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14 RABINDER MANGEWALA
15 Assistant Superintendent, Business Services
16 Napa Valley Unified School District

17 Dated: _____
18

OFFICE OF THE STATE CONTROLLER

19 By: _____
20 JOHN DICKERSON
21 Counsel for Hon. Betty Yee
22 State Controller

23 Dated: 7-7-20
24

DEPARTMENT OF FINANCE

25 By: Jessica Holmes for
26 JEFF BELL
27 Program Budget Manager
28 Department of Finance

29 Dated: 7/15/20
30

31 By: Maryam Toossi Berona
32 MARYAM TOOSSI BERONA
33 Deputy Attorney General
34 Attorneys for Department of Finance
35 AS TO FORM ONLY

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