

**Education Audit Appeals Panel  
State of California**

In the Matter of the Audit Appeal of the  
2014-2016 Audit Observation 2 by:

CALIFORNIA VIRTUAL ACADEMIES  
AND INSIGHT SCHOOLS OF  
CALIFORNIA,

Appellant.

EAAP Case No. 17-20

OAH No. 2018010321

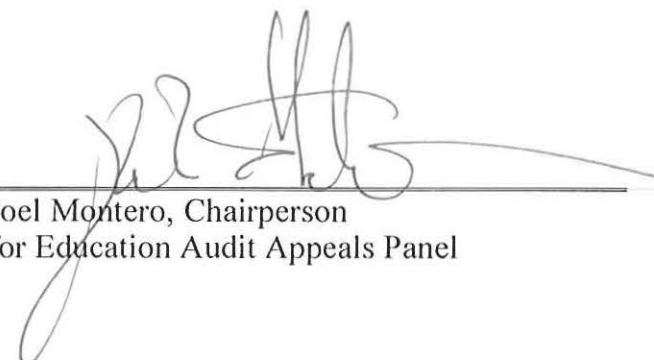
**Decision**

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

Effective date: October 23, 2023.

IT IS SO ORDERED.

  
Date

  
Joel Montero, Chairperson  
for Education Audit Appeals Panel

**SETTLEMENT AGREEMENT  
AND RELEASE IN FULL OF CLAIMS**

This Settlement Agreement and General Release In Full of All Claims (hereinafter referred to as the "Settlement Agreement" or "Agreement") is entered into by the California Department of Education, the California Department of Finance, the California State Controller's Office, and the Education Audit Appeals Panel (collectively, the "State Parties") and California Virtual Academy at Fresno, California Virtual Academy @ Jamestown, California Virtual Academy at Kings, California Virtual Academy at Los Angeles, California Virtual Academy at Maricopa, California Virtual Academy @ San Diego, California Virtual Academy at San Joaquin, California Virtual Academy at San Mateo, California Virtual Academy at Sonoma, California Virtual Academy at Sutter, Insight at San Diego, Insight @ San Joaquin and iQ Academy, California – Los Angeles (collectively, the "Nonprofit Corporations," and, together with the State Parties, the "Parties") to fully settle and resolve all of the State Parties' claims against certain public charter schools operated by the Nonprofit Corporations arising out of, on the basis of, or as a result of those schools' receipt and/or use of state funding allocated to local educational agencies by Assembly Bill 86 (passed during the 2013-2014 session of the California Legislature) to enable such local educational agencies to successfully transition to the then-new Common Core educational standards; and to fully settle and resolve all of the Nonprofit Corporations' claims against the State Parties set forth in *California Virtual Academy @ Fresno et al. v. Education Audit Appeals Panel et al.*, Sacramento County Superior Court Case No. 34-2019-80003229 and *California Virtual Academy @ Fresno et al. v. Education Audit Appeals Panel et al.*, Sacramento County Superior Court Case No. 34-2022-80003902.

**RECITALS**

A. WHEREAS, certain public charter schools operated by the Nonprofit Corporations (California Virtual Academy at Fresno, California Virtual Academy @ Jamestown, California Virtual Academy at Kings, California Virtual Academy @ Los Angeles, California Virtual Academy @ Maricopa, California Virtual Academy High @ Maricopa, California Virtual Academy @ San Diego, California Virtual Academy @ San Joaquin, California Virtual Academy San Mateo, California Virtual Academy @ Sonoma, Insight @ Los Angeles, Insight @ San Diego and iQ Academy, California – Los Angeles (hereinafter collectively referred to as the "the Charter Schools") received state funding as part of Assembly Bill 86, passed during the 2013-2014 legislative session ("AB 86"), which provided special, one-time state funding to all local educational agencies ("LEAs") to enable the LEAs to successfully transition to the then-new Common Core educational standards (hereinafter, the "Common Core Funds");

B. WHEREAS, the California Department of Education ("CDE") initiated an audit of the Charter Schools (with the exception of iQ Academy, California – Los Angeles), and contracted via interagency agreement with the California State Controller's Office ("SCO") to conduct this audit (the "Audit");

C. WHEREAS, a final audit report presenting the findings of the Audit was issued on October 9, 2017 (the "Final Audit Report");

D. WHEREAS, under a section entitled “Observation 2” of the Final Audit Report, the SCO’s auditors made two findings relating to the Charter Schools’ receipt and use of Common Core Funds: (1) that the Charter Schools’ restatement of their 2013-2014 and 2014-2015 financials may have violated certain provisions of the Memoranda of Understanding (“MOUs”) that the individual Charter Schools had entered into with their respective authorizing school districts (hereinafter, the “MOU Violation” finding); and (2) the Charter Schools did not provide support that they had encumbered the Common Core funds by June 30, 2015, a prerequisite to being eligible to spend such funds (hereinafter, the “Encumbrance” finding and, collectively with the “MOU Violation” finding, the “Observation 2 Findings”);

E. WHEREAS, in the Final Audit Report the SCO’s auditors included the Common Core Funds allocated to iQ Academy, California – Los Angeles in the final amount calculated as required to be returned to the CDE as a result of the Observation 2 Findings;

F. WHEREAS, in December 2017, the Charter Schools appealed the Observation 2 Findings to the Education Audit Appeals Panel (“EAAP”) pursuant to Education Code sections 41344 *et seq.*, and EAAP subsequently assigned the appeal for hearing by the Los Angeles Office of Administrative Hearings (the “OAH”), and Administrative Law Judge Eric Sawyer (“ALJ Sawyer”) was assigned by the OAH to hear the appeal;

G. WHEREAS, ALJ Sawyer issued his Proposed Decision in the appeal on June 21, 2019, and EAAP partially adopted the Proposed Decision on August 26, 2019 (the “2019 EAAP Order”);

H. WHEREAS, the Nonprofit Corporations challenged the 2019 EAAP Order via a petition for writ of administrative mandamus under Code Civ. Proc. section 1094.5 (the “First Lawsuit”), and on October 13, 2020, the Honorable James P. Arguelles of the Superior Court of California, Sacramento County rendered a Judgment granting the Nonprofit Corporations’ petition for writ of mandate (“Judgment”), setting aside the 2019 EAAP Order as an abuse of EAAP’s discretion, and remanding the matter to EAAP to exercise its discretion under Government Code section 11517(c)(2) in a manner consistent with the Court’s ruling;

I. WHEREAS, on May 23, 2022, EAAP issued a decision pursuant to Government Code section 11517, subdivision (c)(2)(E) (the “2022 EAAP Order”);

J. WHEREAS, on June 22, 2022 the Nonprofit Corporations filed a second petition for administrative mandamus under Code Civ. Proc. section 1094.5 challenging the 2022 EAAP Order (the “Second Lawsuit”);

K. WHEREAS, both the First and Second Lawsuits remain pending as of the date of this Settlement Agreement; and

L. WHEREAS, the Parties to this Settlement Agreement intend to fully, finally, and forever resolve, compromise, and settle any claims of the State Parties against the Nonprofit Corporations and/or the Charter Schools, arising out of, on the basis of, or as a result of the receipt and/or use of the Common Core Funds by the Nonprofit Corporations and/or the Charter Schools,

and to resolve, compromise, and settle the claims of the Nonprofit Corporations and/or the Charter Schools against the State Parties set forth in the First Lawsuit and Second Lawsuit.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, including the recitals above, and other good and valuable consideration, the Parties agree as follows:

### AGREEMENT

#### 1. Consideration.

- a) **Waiver of rights and release.** In consideration of the promises, covenants, and agreements of the Nonprofit Corporations set forth herein, the State Parties agree that they permanently waive, surrender, and forego the right to make any claim or demand, impose or threaten to impose any liability, obligation, or legal responsibility, allege any wrongdoing or controversy, assess and/or impose any penalty, fee, or fine, initiate any cause of action, action or proceeding in a court of law, other tribunal or government agency (including by way of cross complaint or functional equivalent of a cross complaint), raise any affirmative defense (or the functional equivalent of an affirmative defense), conduct any audit, evaluation, or assessment, make any finding (or the functional equivalent of a finding), or in any other way take, initiate the process of taking, or threaten to initiate the process of taking any adverse action (whether monetary or otherwise) as to or against any individual or entity (including, but not limited to the Nonprofit Corporations and the Charter Schools) arising out of, on the basis of, as a result of or related to the Observation 2 Findings, to the question of whether the restatement of the Charter Schools' 2013-2014 and 2014-2015 financials represented a violation of the provisions of the MOUs that the individual Charter Schools had entered into with their respective authorizing school districts, to the question of whether the Charter Schools and/or Nonprofit Corporations' receipt and/or use of the Common Core Funds satisfied the conditions and requirements of AB 86, to the 2019 EAAP Order, and/or to the 2022 EAAP Order (the rights so waived shall hereinafter be collectively referred to as the "Waived Claims").
- b) **Settlement Sum.** In consideration of the State Parties' waiver and release as set forth above, the Nonprofit Corporations agree to pay the State Parties the total settlement sum of ten thousand dollars (\$10,000.00, the "Total Settlement Sum") paid as detailed below, in full and final settlement of the Waived Claims. The Total Settlement Sum represents a full and total liquidation and satisfaction of all Waived Claims, whether such Waived Claims are, were, or would have been for monetary relief or otherwise.
- c) **Dismissal of First and Second Lawsuits with Prejudice.** In further consideration of the promises, covenants, and agreements of the State Parties' waiver as described above, the Nonprofit Corporations authorize and direct their attorneys, Young, Minney & Corr, LLP to file a request for dismissal (with prejudice) of

both the First Lawsuit and the Second Lawsuit within ten (10) court days of the date on which the counsel for the State Parties have electronically transmitted a fully signed and executed copy of this Settlement Agreement to Kevin Troy of Young, Minney & Corr, LLP at the email address ktroy@ymclegal.com.

- d) **Waiver of Sanctions.** In further consideration of the promises, covenants, and agreements of the State Parties set forth herein, the Nonprofit Corporations and the Charter Schools agree that they shall not pursue sanctions of any kind against the State Parties arising out of, on the basis of, or as a result of, the orders issued by the Education Audit Appeals Panel on August 26, 2019, and May 23, 2022; the First Lawsuit; and the Second Lawsuit.
- e) **Complete and Final Payment.** The State Parties acknowledge that in exchange for waiving the Waived Claims, the State Parties are now, and forever shall be, only entitled to that consideration which is expressly set forth above, in sections 1(b), 1(c) and 1(d) of this Settlement Agreement. The State Parties further acknowledge that the terms of this Settlement Agreement constitute an accord and satisfaction and a full and complete settlement of the Waived Claims.
- f) **Delivery of Settlement Sum.** No later than fifteen (15) business days following electronic receipt by the Nonprofit Corporations' legal counsel (Mr. Troy of Young, Minney & Corr LLP) of this fully executed Settlement Agreement at Mr. Troy's above-referenced email address, the Nonprofit Corporations shall remit to California State Controller's Office, Attn: Justin Dersch, Legal Office, 300 Capitol Mall, Suite 1850, Sacramento, CA 95814, the Total Settlement Sum referenced in Paragraph 1(b) via check. The State Parties hereby authorize and direct Justin Dersch, Staff Counsel to receive the check referenced above on their behalf, and further agree that the delivery of said check to Justin Dersch, Staff Counsel shall constitute full payment of the Total Settlement Sum.
- g) **Attorneys' Fees and Costs.** State Parties and the Nonprofit Corporations each shall bear their own costs and attorneys' fees arising out of or in any way connected with the First Lawsuit, the Second Lawsuit, and the negotiation and preparation of this Settlement Agreement.

2. **Non-Admission of Liability or Wrongdoing.** It is understood and agreed by the Parties that this Settlement Agreement represents a compromise settlement of disputed claims, including potential disputed claims, and the furnishing of the consideration by the Nonprofit Corporations as part of this Settlement Agreement shall not be deemed or construed in any way as an admission of liability, responsibility, or wrongdoing by the Nonprofit Corporations or the Charter Schools, the employees of the Nonprofit Corporations or the Charter Schools, or any entity or individual either affiliated with or providing services of any nature to the Nonprofit Corporations or the Charter Schools. It is further agreed and understood that this Settlement Agreement is being entered into solely for purposes of effecting a permanent resolution of any and all issues related to the Nonprofit Corporations and/or the Charter Schools' receipt and/or use of the Common Core Funds, to the Audit, to any and all legal and factual matters on which the Observation 2 Findings



were based, to the 2019 EAAP Order, and/or to the 2022 EAAP Order, of avoiding further expense and inconvenience from pursuing the litigations described in this Agreement. The Nonprofit Corporations and the Charter Schools expressly deny any wrongful act and/or failure to act in relation to their receipt and/or use of the Common Core Funds, to the Audit, to any and all legal and factual matters on which the Observation 2 Findings were based, to the 2019 EAAP Order, and/or to the 2022 EAAP Order. It is understood and agreed that the acceptance of said Total Settlement Sum is in full satisfaction of disputed claims.

3. **Waiver of Breach.** The Parties may waive or excuse, in writing, the failure of any other party to perform any provision of this Settlement Agreement; provided, however, that any such waiver shall not preclude the enforcement of this Settlement Agreement upon any subsequent breach, whether or not similar in character.

4. **Representation of Comprehension of Document.** The Parties acknowledge and represent that they were represented and counseled by legal counsel of their choosing in this matter, including in the negotiations for, and the preparation and execution of, this Settlement Agreement. In entering into this Settlement Agreement, the Parties represent that they have relied upon the advice of their attorney(s), who is/are the attorney(s) of their own choice, and that they fully understand and voluntarily accept the terms of this Settlement Agreement.

5. **Knowing Voluntary Agreement.** The Parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily, without coercion of any kind, and based upon their own judgment and not in reliance upon any representation or promise made by any other person or party other than those contained herein. The Parties acknowledge and represent that they have read this Settlement Agreement and are fully aware of its contents and of its legal effect, and all agreements and waivers herein are knowing and voluntary.

6. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties. This Settlement Agreement constitutes the entire agreement, written, oral and implied, with respect to the subject matters addressed herein, and it supersedes and replaces all prior negotiations, proposed agreements and agreements, written, oral and implied, with respect to those subjects. All prior understandings or agreements with respect to the subject matters addressed herein which are not embodied in this Settlement Agreement are of no force or effect. It is expressly understood and agreed that this Settlement Agreement may not be amended or modified in any respect, except by a writing duly executed by all the Parties hereto or their authorized representatives.

7. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as upon their successors, past and present officers, directors, board, administration, faculty, staff, partners, employees, and agents, representatives, insurers, attorneys, and all other affiliates.

8. **Cooperation.** The Parties warrant and represent that they shall execute and deliver any and all instruments, agreements, documents, or other writings, and shall perform all other acts deemed to be necessary to effect the terms and purposes of this Settlement Agreement.

9. **Severability.** The Parties to this Agreement have tried to create an agreement that is lawful and enforceable in all respects. Should any provision of this Settlement Agreement, or any portion thereof, be declared or be determined to be illegal, invalid, void, or otherwise unenforceable, such invalidity shall not affect the enforceability of the remaining terms hereof. Moreover, if any term hereof is found or deemed to be illegal or otherwise invalid and unenforceable, the Parties shall attempt to negotiate a valid new provision concerning the same subject matter.

10. **Governing Law & Amendments.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any amendments to this Agreement must be in writing signed by duly authorized representatives of the Parties and stating the intent to amend this Agreement.

11. **Execution of Counterparts.** This Settlement Agreement may be executed in one or more counterparts, or duplicates of originals, including by .pdf, electronic signature, or facsimile signature, all of which, taken together, shall constitute one and the same instrument.

12. **Binding Effect.** Notwithstanding any other provision of this Agreement, the Parties intend that this Settlement Agreement is binding and shall be admissible in an action or proceeding to prove the existence of and to enforce the settlement terms herein, pursuant to the provisions of California Code of Civil Procedure section 664.6, if applicable, or otherwise. This Settlement Agreement is intended to be a binding and enforceable waiver and general release as to the Waived Claims for all purposes under California law.

13. **Warranties.** The State Parties and the Nonprofit Corporations each represent and warrant that the person signing below on their behalf has the power and authority to enter into this Settlement Agreement and that they have not transferred, assigned, or hypothecated to any third party any of the rights released in this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned hereto have duly executed this AGREEMENT on the following days and year.

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT FRESNO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ JAMESTOWN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT KINGS

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT MARICOPA**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT SONOMA**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA VIRTUAL ACADEMY AT SUTTER**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**INSIGHT AT SAN DIEGO**

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**INSIGHT @ SAN JOAQUIN**

NAME: \_\_\_\_\_



Date: \_\_\_\_\_

**IQ ACADEMY, CALIFORNIA – LOS ANGELES**

NAME: \_\_\_\_\_

I have explained the above Settlement Agreement to my client, and they have executed the same with my approval.

Date: \_\_\_\_\_

\_\_\_\_\_  
**KEVIN M. TROY**  
*Attorneys for Nonprofit Corporations and Charter Schools*

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FINANCE**

\_\_\_\_\_  
NAME: KARI KROGSENG, CHIEF COUNSEL

Date: \_\_\_\_\_

**CALIFORNIA STATE CONTROLLER'S OFFICE**

\_\_\_\_\_  
NAME: JUSTIN DERSCH, STAFF COUNSEL

We approve this settlement.


Date: \_\_\_\_\_

**EDUCATION AUDIT APPEALS PANEL**

\_\_\_\_\_  
NAME: \_\_\_\_\_

Date: August 10, 2023

**CALIFORNIA DEPARTMENT OF EDUCATION**

  
\_\_\_\_\_  
NAME: MARY NICELY, CHIEF DEPUTY  
SUPERINTENDENT

Date: \_\_\_\_\_

**IQ ACADEMY, CALIFORNIA – LOS ANGELES**

NAME: \_\_\_\_\_

I have explained the above Settlement Agreement to my client, and they have executed the same with my approval.

Date: \_\_\_\_\_

\_\_\_\_\_  
KEVIN M. TROY  
*Attorneys for Nonprofit Corporations and Charter Schools*

Date: 7/25/23

**CALIFORNIA DEPARTMENT OF FINANCE**

Kari Krogseng  
NAME: KARI KROGSENG, CHIEF COUNSEL

Date: \_\_\_\_\_

**CALIFORNIA STATE CONTROLLER'S OFFICE**

\_\_\_\_\_  
NAME: JUSTIN DERSCH, STAFF COUNSEL

We approve this settlement.

Date: \_\_\_\_\_

**EDUCATION AUDIT APPEALS PANEL**

\_\_\_\_\_  
NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF EDUCATION**

\_\_\_\_\_  
NAME: MARY NICELY, CHIEF DEPUTY  
SUPERINTENDENT

Date: \_\_\_\_\_

**IQ ACADEMY, CALIFORNIA – LOS ANGELES**

NAME: \_\_\_\_\_

I have explained the above Settlement Agreement to my client, and they have executed the same with my approval.

Date: 8/10/23

  
\_\_\_\_\_  
KEVIN M. TROY  
*Attorneys for Nonprofit Corporations and Charter Schools*

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FINANCE**

NAME: KARI KROGSENG, CHIEF COUNSEL

Date: \_\_\_\_\_

**CALIFORNIA STATE CONTROLLER'S OFFICE**

NAME: JUSTIN DERSCH, STAFF COUNSEL

We approve this settlement.

**EDUCATION AUDIT APPEALS PANEL**

Date: \_\_\_\_\_

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF EDUCATION**

NAME: MARY NICELY, CHIEF DEPUTY  
SUPERINTENDENT

-Page 8 of 8-

SETTLEMENT AGREEMENT AND RELEASE IN FULL OF CLAIMS

\_\_\_\_ (State Parties' Counsel's Initials)

KT (Nonprofit Corporations' Counsel's Initials)

9. **Severability.** The Parties to this Agreement have tried to create an agreement that is lawful and enforceable in all respects. Should any provision of this Settlement Agreement, or any portion thereof, be declared or be determined to be illegal, invalid, void, or otherwise unenforceable, such invalidity shall not affect the enforceability of the remaining terms hereof. Moreover, if any term hereof is found or deemed to be illegal or otherwise invalid and unenforceable, the Parties shall attempt to negotiate a valid new provision concerning the same subject matter.

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13. **Warranties.** The State Parties and the Nonprofit Corporations each represent and warrant that the person signing below on their behalf has the power and authority to enter into this Settlement Agreement and that they have not transferred, assigned, or hypothecated to any third party any of the rights released in this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned hereto have duly executed this AGREEMENT on the following days and year.

Date: 7/28/2023

CALIFORNIA VIRTUAL ACADEMY AT FRESNO

Daniel Davis  
NAME: Daniel Davis

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ JAMESTOWN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT KINGS

NAME: \_\_\_\_\_

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Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT FRESNO

NAME: \_\_\_\_\_

Date: 8-7-2023

CALIFORNIA VIRTUAL ACADEMY @ JAMESTOWN

April Warren  
NAME: April Warren

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT KINGS

NAME: \_\_\_\_\_

9. **Severability.** The Parties to this Agreement have tried to create an agreement that is lawful and enforceable in all respects. Should any provision of this Settlement Agreement, or any portion thereof, be declared or be determined to be illegal, invalid, void, or otherwise unenforceable, such invalidity shall not affect the enforceability of the remaining terms hereof. Moreover, if any term hereof is found or deemed to be illegal or otherwise invalid and unenforceable, the Parties shall attempt to negotiate a valid new provision concerning the same subject matter.

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Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT FRESNO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ JAMESTOWN

NAME: \_\_\_\_\_

Date: 9/20/23

CALIFORNIA VIRTUAL ACADEMY AT KINGS

NAME: Anastasia Haezozo



Date: 8/8/2023

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

  
NAME: JOHN BODEASCHITZ

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: 07/31/23

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAK Full  
NAME: Douglas Kelly Fellows

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: 7/27/23

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: JACK CREEDON

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: 7/27/23

INSIGHT AT SAN DIEGO

NAME: JACK CREEDON

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: 8/11/23

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: Katherine Nelson

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: 7-27-2023

INSIGHT @ SAN JOAQUIN

NAME: Fred B. Valencia

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_


Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: 8/2/2023

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

  
NAME: Stephen Warren

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_



Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: July 28, 2023

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: Glenda Caddle

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT MARICOPA

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY @ SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN JOAQUIN

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SAN MATEO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA VIRTUAL ACADEMY AT SONOMA

NAME: \_\_\_\_\_

Date: 07/27/2023

CALIFORNIA VIRTUAL ACADEMY AT SUTTER

NAME: Angela Covil

Date: \_\_\_\_\_

INSIGHT AT SAN DIEGO

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

INSIGHT @ SAN JOAQUIN

NAME: \_\_\_\_\_

Date: 7/31/23

IQ ACADEMY, CALIFORNIA – LOS ANGELES

Julie A. Mendoza, Ed.D.  
NAME: Julie A. Mendoza, Ed.D.

I have explained the above Settlement Agreement to my client, and they have executed the same with my approval.

Date: \_\_\_\_\_

\_\_\_\_\_  
KEVIN M. TROY  
*Attorneys for Nonprofit Corporations and Charter Schools*

Date: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FINANCE

\_\_\_\_\_  
NAME: KARI KROGSENG, CHIEF COUNSEL

Date: \_\_\_\_\_

CALIFORNIA STATE CONTROLLER'S OFFICE

\_\_\_\_\_  
NAME: JUSTIN DERSCH, STAFF COUNSEL

We approve this settlement.

EDUCATION AUDIT APPEALS PANEL

Date: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF EDUCATION

\_\_\_\_\_  
NAME: MARY NICELY, CHIEF DEPUTY  
SUPERINTENDENT