

**Education Audit Appeals Panel
State of California**

Audit Appeal of: 2024 Performance Audit
Report and Findings for school facility
program project #51/63099-00-001:

Calexico Unified School District,

Appellant.

EAAP Case No. 25-40

OAH No. 2025080725


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 27, 2025.

IT IS SO ORDERED.

10/27/25
Date


Joel Montero, Chairperson
for Education Audit Appeals Panel

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Attorneys for Respondent,
Malia M. Cohen, California State Controller

BEFORE THE EDUCATION AUDIT APPEALS PANEL
FOR THE STATE OF CALIFORNIA

In the Matter of the Audit Appeal of:)	EAAP Case No. 25-40
2024 Performance Audit Report and Findings)	OAH Case No. 2025080725
for school facility program project #51/63099-)	
00-001:)	STIPULATED AGREEMENT
CALEXICO UNIFIED SCHOOL DISTRICT,)	
Appellant.)	

Appellant CALEXICO UNIFIED SCHOOL DISTRICT(Appellant), Respondent MALIA M. COHEN, California State Controller (SCO), and Respondent DEPARTMENT OF FINANCE (Finance) (collectively known as "the Parties") agree to a complete resolution of the above-captioned matters as follows:

RECITALS

A. The independent accounting firm of Wilkinson Hadley Kings & Co., LLP (Auditor) conducted a non-financial hardship closeout audit of the Appellant for the above referenced construction, the results of which were included in the audit report issued on or about October 16, 2024.

B. The Auditor determined that the Appellant was not in compliance with Education Code section 41024.

C. The SCO certified the audit.

D. The Auditor determined that there was material noncompliance with Education

1 Code section 41024 which resulted in ineligible expenditures by the Appellant in the amount of
2 \$634,812.

3 E. Appellant then timely filed a request for formal appeal of the audit pursuant to
4 Education Code section 41344(d) instituting this appeal.

5 F. In order to avoid the cost and uncertainty of litigation, the parties to this case
6 agree to resolve this dispute on the terms and conditions described herein.

7 AGREEMENT

8 For the purpose of completely settling and resolving the appeal of the audit, the Parties
9 agree as set forth below:

10 1. This stipulated agreement fully and completely resolves all known claims,
11 demands, appeals, obligations, or causes of actions arising from or relating to School Facility
12 Program Audit, OPSC Project No. 51/63099-00-001. Accordingly, the Parties expressly waive
13 any right or claim to assert or pursue thereafter any known claim, demand, obligation, and/or
14 cause of action relating to School Facility Program Audit, OPSC Project No. 51/63099-00-001.

15 2. The Appellant shall pay Seven Thousand, Five Hundred Dollars (\$7,500) to the
16 California Department of General Services, School Facility Program, within sixty (60) days of
17 the date of the later of (a) the last signature to this stipulated agreement, or (b) the occurrence of
18 the conditions described in paragraph 3 of this stipulated agreement. The Appellant shall have
19 nothing withheld from its future apportionment in regard to School Facility Program Audit,
20 OPSC Project No. 51/63099-00-001.

21 3. This stipulated agreement is subject to and conditioned upon approval and
22 adoption by (a) EAAP, pursuant to Education Code section 41344.1(b), and (b) the Appellant's
23 Board of Trustees. If either the EAAP and/or Appellant's Board of Trustees do not approve this
24 stipulated agreement, then this agreement shall be null and void and all parties shall retain all
25 rights and obligations existing before the date of this stipulated agreement.


26 4. This stipulated agreement may be executed in counterparts, each of which shall
27 constitute an original. Facsimile and pdf signatures transmitted to other parties to this stipulated
28 agreement are deemed to be the equivalent of original signatures.

1 5. The parties shall be responsible for their own attorneys' fees and costs.

2
3 Dated: 10/10, 2025

CALEXICO UNIFIED SCHOOL DISTRICT


4
5 By:


Arturo Jimenez, Superintendent
Representative for Appellant

6
7 Dated: 10/10, 2025

DEPARTMENT OF FINANCE


8
9 By:


JESSICA HOLMES
Program Budget Manager
Department of Finance

10
11 Dated: 10/16, 2025

OFFICE OF THE STATE CONTROLLER

12
13 By:


VANESSA A. THOMAS
Staff Counsel for Respondent,
MALIA M. COHEN, California State Controller