

ATTACHMENT A

RESPONDENT'S PETITION FOR RECONSIDERATION

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9 REDWOOD CITY SCHOOL DISTRICT

10 BOARD OF ADMINISTRATION
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12 In the Matter of the Appeal Regarding
13 Final Compensation Calculation of

14 PRISCILLA A. DICHOSO,

15 Respondent,

16 v.

17 REDWOOD CITY SCHOOL DISTRICT,

18 Respondent.

AGENCY CASE NO. 2023-0935

OAH NO. 2024070538

**REDWOOD CITY SCHOOL DISTRICT'S
PETITION FOR RECONSIDERATION**

19 The Redwood City School District ("District") hereby Petitions the Board to reconsider
20 their decision to adopt the hearing officer's proposed decision regarding Priscilla Dichoso's
21 ("Respondent" or "Ms. Dichoso") retiree benefits. The Proposed Decision denies the appeal and
22 finds that the 2020 contract payrates reported by the District on behalf of Respondent cannot be
23 used in the calculation of Respondent's final compensation for purposes of determining her
24 CalPERS retirement allowance because "the District did not pay her pursuant to a publicly
25 available pay schedule" and CalPERS validly exercised its discretion in determining the
26 appropriate payrate because there can be no class of one. (Board's Adopted Decision
27 ("Decision"), pp. 16-17, ¶¶ 13-17.) However, the facts contradict these findings. The District did
28 have a publicly available pay schedule. This fact was even confirmed in the Decision. (Decision,
p. 7, ¶ 20; p. 16, ¶ 13.)

1 As noted in the Decision, on November 16, 2022, the Board ratified salary schedules for
2 the Chief Business Official consistent with the CBO agreements. The Salary Schedules were
3 noted to be effective July 1, of each fiscal year beginning in 2018-2022. (See Examples in
4 Attachment A.) (Decision, p. 7, ¶ 20.) The legal effect of ratifying the agreements and
5 adjustments is that the compensation agreements and adjustments became binding as fully as
6 though the agreements and adjustments had been originally entered into in the prescribed manner.
7 (*Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348, 359-60.)

8 Therefore, there were publicly available pay schedules noting the same compensation as
9 was reported by the District at the time of Respondent’s retirement.

10 Cal Code Regs., tit. 2, § 570.5, subd. (a) states:

11 For purposes of determining the amount of "compensation earnable" pursuant to
12 Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited
13 to the amount listed on a pay schedule that meets all of the following
14 requirements:

- 14 (1) Has been duly approved and adopted by the employer's governing body in
15 accordance with requirements of applicable public meetings laws;
- 15 (2) Identifies the position title for every employee position;
- 16 (3) Shows the payrate for each identified position, which may be stated as a
17 single amount or as multiple amounts within a range;
- 16 (4) Indicates the time base, including, but not limited to, whether the time
17 base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- 17 (5) Is posted at the office of the employer or immediately accessible and
18 available for public review from the employer during normal business
18 hours or posted on the employer's internet website;
- 18 (6) Indicates an effective date and date of any revisions;
- 19 (7) Is retained by the employer and available for public inspection for not less
19 than five years; and
- 20 (8) Does not reference another document in lieu of disclosing the payrate.

21 The District in this case listed all Classified Executive Management Positions, which was
22 the CBO position, on the Pay Schedule adopted on November 16, 2022, and noted the effective
23 date of each salary schedule beginning with July 1, 2018 and ending with July 1, 2022. The pay
24 schedules met all of the requirements of California Code of Regulation, title 2, section 570.5.
25 They were adopted by the Board; identified the title of every classified executive manager in the
26 District; showed the payrate as a single amount of the annual salary; were posted and available to
27 the public; indicated the date of revision and effective date; and did not reference another
28 document. Any argument that the schedules create a “class of one” is a misnomer. Many

1 agencies, in particular school districts, have multiple salary schedules based on certification or
2 non-certification, management and non-management. These salary schedules are accepted by
3 CalPERS as appropriate salary schedules. The District also had multiple salary schedules,
4 including certificated, classified, and classified management. In fact, CalPERS used the classified
5 management salary schedule in determining the payrate eventually used to calculate Respondent’s
6 retirement, by comparing Respondent’s salary to other managers in the District. (Decision, pp. 6-
7 7, ¶¶ 18-19.) However, they refused to use the Classified Executive Management Salary Schedule
8 ratified by the District’s Board. This is not only a rejection based on form over substance, but is
9 in itself arbitrary and capricious. The idea behind salary schedules is to make the public aware of
10 the salary of public employees. The salary schedules ratified on November 16, 2022 for the CBO
11 meet this purpose. Accordingly, the Board should accept these salary schedules and adjust
12 Respondent’s retirement amounts accordingly.

13 Additionally, “Compensation earnable” includes an employee’s “payrate,” plus other
14 special compensation. “Payrate” means “the normal monthly rate of pay or base pay of the
15 member paid in cash to *similarly situated members of the same group or class of employment*
16 *for services rendered on a fulltime basis during normal working hours*, pursuant to publicly
17 available pay schedules.” (Gov. Code, § 20636.1, subd. (b)(1).) It should be noted that this
18 section does not say “group or class” of same employer. Ms. Dichoso did not receive an
19 unreasonable increase in compensation, instead she received an amount commensurate with other
20 chief business officers in the County. Furthermore, even within the District, she received the same
21 increases as other executive management and other management employees. (Decision, pp. 4-5,
22 ¶¶ 10-12.)


23 Even assuming *arguendo* that the salary schedules did not meet the requirements of a pay
24 schedule under the regulations, and compliance with California Code of Regulations, Title 2,
25 § 570.5 (b), which holds that if an employer’s pay schedule does not meet the regulatory
26 requirements, CalPERS may, in its sole discretion, “determine an amount that will be considered
27 to be payrate, taking into consideration all information it deems relevant,” the discretion exercised
28 in this case is arbitrary and capricious. The information CalPERS may consider includes

1 “documents approved by the employer’s governing body in accordance with requirements of
2 public meetings laws and maintained by the employer.” (C.C.R., Title 2, § 570.5 (b).) While
3 CalPERS has discretion, that discretion should not be arbitrary and capricious. CalPERS accepted
4 and used Ms. Dichoso’s 2018 contract as a base and then added pay raises each year similar to
5 increases by other management employees. (Decision, p. 7, ¶ 19.) However, the 2018 contract
6 expired and the Board adopted a new contract in 2020. (Decision, pp. 4-5, ¶ 10.) Which means at
7 a minimum, Ms. Dichoso’s 2020 contract, which was properly negotiated and Board approved,
8 should have been used as the base amount. Further, the increases Ms. Dichoso received following
9 the 2020 contract were similar to other management employees. (Decision, pp. 4-5, ¶¶ 10-12.) To
10 select the 2018 contract as the base instead of the 2020 contract as the base to determine her
11 earnable compensation is simply arbitrary and capricious. As such, at the very least, CalPERS
12 should use the 2020 contract as the base and add the increases of other management employees to
13 calculate Respondent’s retirement.

14 Based on the above arguments, the District petitions the Board to reconsider its Decision.

15 DATED: February 20, 2025

DANNIS WOLIVER KELLEY

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17 By: 
18 JENELL VAN BINDSBERGEN
19 Attorneys for Respondent,
20 REDWOOD CITY SCHOOL DISTRICT
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ATTACHMENT A

**REDWOOD CITY ELEMENTARY SCHOOL DISTRICT
UNSCHEDULED CLASSIFIED MANAGEMENT SALARY SCHEDULE
2020-2021**

12-MONTH PAY RATE BASED ON 260 DAYS	
CLASSIFIED CONTRACTED POSITION	ANNUAL SALARY
CHIEF BUSINESS OFFICIAL	\$208,000

Chief Business Official will receive \$1,200 annual reimbursement for automobile related expenses.

Effective: July 1, 2020

Board Approval: November 16, 2022

Includes 10.95% increase for the Chief Business Official

ATTACHMENT A

**REDWOOD CITY ELEMENTARY SCHOOL DISTRICT
UNSCHEDULED CLASSIFIED MANAGEMENT SALARY SCHEDULE
2021-2022**

12-MONTH PAY RATE BASED ON 260 DAYS	
CLASSIFIED CONTRACTED POSITION	ANNUAL SALARY
CHIEF BUSINESS OFFICIAL	\$216,320

Master's Degree - \$1,500 per master's degree

Doctoral Degree - \$1,000 per doctorate

Chief Business Official will receive \$1,200 annual reimbursement for automobile related expenses.

Effective: July 1, 2021

Board Approval: November 16, 2022

Includes 4% increase for the Chief Business Official

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my business address is: 750 B Street, Suite 2600, San Diego, California, 92101.

On the date set forth below, I served the foregoing document described as **REDWOOD CITY SCHOOL DISTRICT'S PETITION FOR RECONSIDERATION** on interested parties in this action as follows:

Board Services Unit Coordinator California Public Employees' Retirement System (CalPERS) P.O. Box 942701 Sacramento, CA 94229-2701 Fax: (916) 795-3972 Board@CalPERS.ca.gov (Via Facsimile, Email & First Class Mail)	Matthew G. Jacobs, General Counsel Elizabeth Yelland, Assistant Chief Counsel California Public Employees' Retirement System Lincoln Plaza North 400 "Q" Street Sacramento, CA 95811 P.O. Box 942707 Sacramento, CA 94229-2707 Fax: (916) 795-3659 Elizabeth.Yelland@calpers.ca.gov (Via Facsimile, Email & First Class Mail)
Heather Rowan Presiding Administrative Law Judge OAH Sacramento 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833-4231 (Via First Class Mail)	Priscilla A. Dichoso 415 South Street, Apt. 601 Honolulu, HI 96813-5088 (Via First Class Mail)

- (VIA U.S. MAIL) I caused such document to be placed in the U.S. Mail at San Diego, California with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- (VIA FACSIMILE) I caused such document to be transmitted via facsimile to the addressee from the facsimile machine of DANNIS WOLIVER KELLEY whose phone number is 619.702.6202. The transmission by facsimile was reported as complete and without error.
- (VIA ELECTRONIC SERVICE) [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by electronic mailing a true and correct copy through DANNIS WOLIVER KELLEY's electronic mail system from ccardona@DWKesq.com to the email address(es) set forth above, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6 and CRC Rule 2.251. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 20, 2025 at San Diego, California,


Cori Cardona