September 2, 2025
Via Email

Bradley Johnson
Superintendent, Dehesa School District
Bradley.johnson@dehesa.net

Re: Your August 22, 2025 “Demand for Retraction and Correction”

Mr. Johnson:

East of 52 has reviewed your demand to retract or “correct” multiple articles within seven days. Respectfully, the demand rests on a fundamental misunderstanding of the First Amendment and California defamation law.

First, defamation requires a provably false statement of fact. What your letter identifies are disagreements with characterizations, implications, and conclusions drawn from disclosed public records (including the District’s own audits, board packets, agendas/minutes, and your correspondence with auditors) and from multiple sources. Where a publisher sets out the underlying facts and links the documents, evaluative language and rhetoric are protected opinion under the “opinion-from-disclosed-facts” doctrine and California’s totality-of-the-circumstances test. See *Milkovich v. Lorain Journal Co.* (opinion from disclosed facts), *Gregory v. McDonnell Douglas Corp.*, *Baker v. Los Angeles Herald Examiner*. Rhetorical hyperbole and satire on matters of public concern are likewise protected. See *New York Times Co. v. Sullivan*; *Hustler Magazine, Inc. v. Falwell*.

Second, the fair-report privilege (Cal. Civ. Code § 47(d)) protects fair and true summaries of official proceedings and records—including independent audits and board actions. East of 52’s articles accurately reflect those materials and, in many instances, publish and link the underlying documents in full so readers can evaluate the record directly. Where wording has been adjusted or context added, those are clarity edits, not concessions of falsity, not admissions of “reckless disregard,” and not endorsements of your preferred interpretations.

Third, the law recognizes substantial truth (the “gist” or “sting” rule). The challenged statements were grounded in the documents and data available at the time of publication and, read in context, convey a substantially true gist. Disagreement with our conclusions—or later movement of files on the District website—does not transform protected reporting

into defamation. See *Philadelphia Newspapers, Inc. v. Hepps*; *Masson v. New Yorker Magazine, Inc.*

Fourth, the Superintendent is a public official. Any claim would require proof of falsity and actual malice—knowledge of falsity or serious subjective doubts about truth. See *New York Times Co. v. Sullivan*; *St. Amant v. Thompson*; *Harte-Hanks Communications v. Connaughton*. East of 52's reporting relied on official records it linked, together with corroborating sources. That documentation defeats any assertion of actual malice or reckless disregard.

Fifth, attempts to compel removal or chill coverage of public spending and school governance implicate California's anti-SLAPP statute (Code Civ. Proc. § 425.16). If litigation is filed, East of 52 will promptly seek relief under § 425.16. Prevailing defendants are entitled to mandatory fee-shifting, the statute provides an immediate right to appeal, and discovery is stayed upon filing absent a court order (§ 425.16(g)).

Bottom line: East of 52 stands by the reporting. Where limited editorial refinements have been made, they are clarity edits only—not retractions, not acknowledgments that your characterizations are correct, and not acceptance of the implications you assert. If you contend any specific sentence is factually false, identify it precisely and provide documentary proof—not disagreement with tone, not after-the-fact website changes, and not personal interpretations at odds with the underlying records.

East of 52 appends its point-by-point responses below.

ARTICLE: Method Musical Chairs: How Dehesa's Enrollment Shuffle Fueled ADA Funding, Charter Growth, and Audit Flags

QUOTE: "Resident Students Were Displaced"

BJ Assertion: There are no facts to support this false statement which was made with reckless disregard for the truth. Every resident student has a legal right to attend Dehesa's school and the District serves all eligible students who enroll in the school. Dehesa has never been "over capacity" and has not turned away any resident students that were legally entitled to enroll.

East of 52 Response: Regarding "resident students were displaced": this is a fact-based journalistic characterization, not a technical Education Code term. Our reporting relied on multiple consistent parent and student accounts and on publicly available enrollment/attendance information showing combined classes, classroom moves, and expanded independent-study options that changed residents' day-to-day instruction and priority on campus. The sentence does not say any legally entitled resident was barred

from enrollment. With multiple mutually reinforcing sources and no reason to doubt them, the statement is protected opinion from disclosed facts and substantially true in gist. As a public official, you bear the burden to prove falsity and actual malice. No correction or retraction is warranted.

QUOTE: "Johnson, who oversees the Dehesa School District, earns at least a $253,000 annual salary before tax-including benefits, generous healthcare package, and reportedly a "Me Too" clause (no ... not that #Me Too-the kind where every time someone else at the school gets a raise, he does too. MEE TOO! AKA what I call the Entitlement Clause-a provision that ensures his salary not only matches others' raises, but stays ahead of them. It's less "me too" and more "me first.").”

BJ Assertion: The Superintendent's contract is a publicly available record and it does not contain a "Me Too" clause. Moreover, it reflects that his salary is $245,000. Please see attached. The underlined portion above should be retracted as it is false and was published maliciously, or at a minimum, with reckless disregard for the truth.

East of 52 Response: On compensation, our article addressed total pay and benefits, using public 2023 data (TransparentCalifornia.com) of roughly $252k; the 'at least $253k' phrasing conveyed total taxpayer-funded compensation, not base pay.

On 'Me Too': the contract you provided grants parity benefits—district-paid health/welfare benefits and retiree health benefits on the same terms as certificated groups. Our 'me-too / me-first' phrasing is a journalistic characterization of that parity, particularly given our reporting that you have served under a waiver rather than holding a certificated credential. We did not claim a written salary-indexing clause in the contract; if salary tracking occurs, we have treated it as source-reported practice, given no such salary documentation for your position exists within the other salary information for the district, the sources reported that there was a mee too clause within, given the clause itself exists, reporting remains substantially true. We will clarify the wording, but no retraction is warranted.

<u>Exact replacement text:</u>

Johnson, who oversees the Dehesa School District, received about $252,000 in total compensation (pay + benefits) in 2023 (public records)— including a generous healthcare package, and reportedly a "Me Too" benefit (no…not *that* #MeToo—the same district-paid health & welfare coverage and the same retiree-health terms offered to certificated staff—while he doesn't hold an Administrative Services Credential and serves under a board waiver …MEE TOO! AKA what I call the Entitlement Clause, Educators spend years working with kids, training, interning, and clearing credentials to qualify for those perks; a waiver

short-circuits that path and then copies the benefits anyway. It reads like the HR version of a participation trophy: collect the prize just for showing up, meee toooo!!!).

QUOTE: "and Children were going to school with no record of daily, or weekly attendance"

BJ Assertion: This is false. There is nothing in the audit that supports the false statement that no records of daily attendance were being reported.

East of 52 Response: This fairly reports the audit findings: no maintained phone/absence log for 2023–24 (two logs produced during the audit were fabricated), late/mismatched verification, and monthly reports signed weeks or months late, leaving auditors unable to obtain sufficient, appropriate evidence to support the classroom-based ADA the District reported—≈$951,000 questioned. A reasonable reader understands "no record of daily or weekly attendance" to mean a failure to maintain verifiable daily/weekly documentation required to substantiate attendance. That is a fair and true report of an official proceeding (Cal. Civ. Code § 47(d)). No correction or retraction is warranted.

QUOTE: "Families were told that this model would offer complete flexibility: students could attend in person, stay home, or do a mix of both. Fridays were designated as "Flex Fridays," with online only learning for all students. As long as students logged in or submitted assignments, they would be counted for funding purposes-even if they never stepped foot on campus that day. However, the audit later flagged this arrangement as noncompliant with state law, citing lack of approval and failure to meet instructional minute requirements."

BJ Assertion: Nowhere in the audit did it state that Dehesa failed to meet instructional minute requirements. In fact, the audit reflects that Dehesa complied with state instructional minute requirements. [See, Audit p. 75.] The author purposefully misrepresents the plain text of the audit that reads Dehesa was "compliant."

- Students participating in independent study programs generate ADA whether or not they step foot on the campus that day; ADA funding is based on a time-value accounting of completed student work. Please consult your counsel on this point. Public funds support enrollment and, once enrolled, programs of various kinds support students. "This arrangement" was not flagged in the audit as "noncompliant with state law." [See, Audit attached.] The author purposefully, or with reckless disregard, reports enrollment fraud, where none exists. [The original Audit and the

revised Audit are public records and are attached for your review and in support of fair and accurate reporting.]

East of 52 Response: Our passage was about attendance accounting, not minutes. The Schedule of Instructional Time shows compliance with minute/day requirements; we will correct the sentence to reflect that. The audit separately identifies compliance failures in attendance reporting/documentation (including lack of prior CDE approval for digital teacher signatures and inadequate verification/evidence for portions of ADA). Those are the deficiencies our reporting addressed. No retraction is warranted.

Text Changed:

However, the audit later flagged aspects of this arrangement as noncompliant with state attendance-accounting requirements—citing the District's lack of prior approval for digital teacher signatures and deficiencies in attendance verification and documentation—while the District's instructional minutes were marked compliant.

QUOTE: "These students operated under independent study contracts but were reportedly affiliated with other virtual charters like Cabrillo Point Academy and Pacific Coast Academy. Still, it appears their ADA was attributed to Dehesa."

BJ Assertion: Students enrolled in SoCal Scholars Academy were and are Dehesa students and thus ADA was attributed to Dehesa. Students attending separate local educational agencies ("LEAs"), like Cabrillo Point Academy and Pacific Coast Academy, claim ADA attributed to their respective charter schools. The author did not conduct due diligence and, instead, falsely reports enrollment fraud with no supporting evidence whatsoever. Dehesa did not reap any ADA funding for students while they were enrolled in other LEAs. Students can only be enrolled in one LEA at any given time, so there is no double dipping as falsely reported. Dehesa never received ADA funding for students who were not enrolled in Dehesa.

East of 52 Response: Our reporting does not allege dual enrollment or 'double dipping.' It describes transfer pipelines in which families whose students had been with CPA/PCA/MVA/Method subsequently enrolled in a Dehesa-run program (e.g., SoCal Scholars Academy). Once enrolled at Dehesa, ADA was attributed to Dehesa—which your letter itself confirms. The phrases 'reportedly affiliated' and 'it appears' reflect source accounts and the observable enrollment shuffle; they do not claim that students were simultaneously enrolled in multiple LEAs. Accordingly, no correction or retraction is warranted.

QUOTE: “Falsified attendance records: Students were marked as independent study despite attending in person.”

BJ Assertion: This statement reports that students being identified as enrolled in independent study programs cannot attend in-person classes. This is a false conclusion. Students are allowed to be on independent study and attend in person. Independent study does not mean students have to remain remote one hundred percent of the time. This statement reports legal acts as constituting attendance fraud. This statement is purposefully false and defamatory to the District and Superintendent Bradley Johnson who is referenced as the head of District leadership and involved with enrollment.

East of 52 Response: The audit states two phone/absence logs were fabricated, required documentation was missing/late, and entries were re-coded, including classroom-based program entries appearing under independent study before later manual corrections. Our line captures that the category used for funding claims did not match what the contemporaneous records supported. Independent study can include on-campus interaction; our point is the unreliable/altered accounting, exactly as the audit reports. No correction or retraction is warranted.

QUOTE: “$950K in questioned ADA: The district misreported in-person students as independent study, inflating attendance-based funding.”

BJ ASSERTION: The District did not misreport in-person students as independent study nor did they inflate attendance-based funding. Students are allowed to participate in independent study and attend in person. This misleads the public into believing leadership is guilty of major financial misconduct and such statement is defamatory to the District and Superintendent Bradley Johnson, who is referenced as the head of District leadership and involved with enrollment.

East of 52 Response: Auditors questioned ≈$950,000 in ADA due to noncompliant or unavailable documentation, fabricated logs, and misclassification/re-coding of attendance entries. Describing that as “misreported … inflating attendance-based funding” is a fair report and reasonable inference from the audit. This does not claim IS students cannot be on campus; it addresses the reporting category used to claim ADA. No correction or retraction is warranted.

QUOTE: $171K in ratio-based ADA overclaims: Dehesa knowingly exceeded teacher-student ratios and claimed the funding anyway."

BJ ASSERTION: The District did not knowingly exceed independent study ratios. This calculation was completed after the unaudited actuals were completed.

East of 52 Response: The audit calculates approximately $171,000 in overclaimed ADA for independent-study ratio noncompliance. Whether the calculation occurred after unaudited actuals is immaterial; compliance is required during the year. Given the clarity of the statutory ratios and leadership's duty to ensure compliance, our conclusion is that leadership knew—or at minimum should have known—it was out of bounds. No retraction is warranted.

Text edited:

$171K in ratio-based ADA overclaims: Dehesa exceeded independent-study teacher-student ratios under state law, and the audit calculated the overclaim. Given how clear those ratios are, leadership knew—or, at minimum, should have known—they were out of bounds.

QUOTE: "Multiple sources confirmed that internal administrative decisions allowed these programs (local and remote enrollment) to operate under Dehesa's banner without clear authorization and approval from the county and state, resulting in inflated attendance numbers and enhanced state funding."

BJ ASSERTION: The District operated all programs within legal parameters and secured all required approvals and authorizations for its programs. All ADA calculations for students participating in independent study met legal requirements. To report fraudulent practices claiming "inflated attendance numbers" is reckless. The audit does not support this assertion. The District is not operating illegal programs.

East of 52 Response: The audit identifies approval/compliance deficiencies (e.g., no prior CDE approval for digital teacher signatures; fabricated/absent logs; untimely/mismatched verification; insufficient evidence to support portions of reported ADA), followed by post-hoc "corrections." Our sentence refers to required approvals/compliance steps for how the programs were run and reported, not to the legality of the programs' existence. From those findings, it is a fair inference that reported ADA overstated attendance relative to what compliant documentation would support. No correction or retraction is warranted.

QUOTE: “Some sources interpret Dehesa's absorption of Method Schools and Method Sports Academy students as a strategic rescue maneuver-one that allowed a failing charter and its unrecognized spinoff to operate under Dehesa's umbrella while Dehesa reaped ADA for both local and remote students.”

BJ ASSERTION: Dehesa did not reap any ADA for students while they attended Method Schools and Method Sports Academy. Students attending separate LEAs, like Method Schools and Method Sports Academy, have their own ADA attributed to their respective schools. The author falsely reports enrollment fraud with no evidence. Students can only be enrolled in one LEA at any given time so there is no double dipping as falsely reported. Dehesa never received ADA for students who were not enrolled in Dehesa.

East of 52 Response: This line is expressly source-attributed interpretation. It does not allege dual enrollment. It captures that students previously at Method/Method Sports (or similar charters) moved into a Dehesa program and, once enrolled there, ADA accrued to Dehesa—how LEA enrollment works. Terms like “absorption,” “rescue maneuver,” “failing,” and “spinoff” are evaluative characterizations on a matter of public concern, grounded in disclosed facts. No correction or retraction is warranted.

QUOTE: “But in Dehesa, the inverse occurred: charter programs were prioritized, and resident students were displaced to asynchronous education.”

BJ ASSERTION: This is false. Dehesa did not “displace” any resident students due to the addition of a new program. No students were prohibited from attending in-class instruction. There are no facts to support this false statement which was made with reckless disregard for the truth. Every resident student has a legal right to attend Dehesa’s school and the District serves all eligible students who enroll. Dehesa has never been “over capacity” and has not turned away any resident students that were legally entitled to enroll. No students were ever prohibited from attending in-class instruction. No students were required to enroll in asynchronous education programs.

East of 52 Response: We do **not** claim residents were barred from campus or required to be 100% asynchronous. We reported what parents and students described (combined classes, IS/async options, Flex days) and what records reflect: **programmatic choices** that prioritized charter-linked programming and, **in effect**, displaced resident students toward asynchronous/online instruction relative to their prior daily experience. Protected characterization from disclosed facts. No correction or retraction is warranted.

QUOTE: "So to claim-via ocean, island, or imagination-that San Diego and Los Angeles counties are immediately adjacent isn't just false. It appears to be a deliberate distortion designed to manipulate ADA (Average Daily Attendance) numbers and funnel public funds through Dehesa under the guise of online independent study charter school networks, very suggestive of old patterns."

BJ ASSERTION: This statement is false and made with reckless disregard for the truth. Dehesa, through its Superintendent, requested an opinion from an independent auditor, Wilkinson, Hadley, King & Co., whether or not it could enroll and collect independent study apportionment for students that resided in Los Angeles County. [See, publicly available letter that you had in your possession when the article was written.] The independent auditor replied that this was authorized. Specifically, she stated, "In performing our audit procedures, we would consider the two counties adjacent and as such would not identify any students enrolled from Los Angeles County as unallowable for purposes of reporting ADA." [See attached response which you also had in your possession.] To report that this practice amounted to fraud is reckless. Dehesa's receipt of ADA funding for a student participating in the independent study program who resides within Los Angeles County is not illegal. If it was not serving the student, that would be a different scenario. All practices have been reviewed and verified in accordance with applicable legal requirements and independent auditor standards. Please review the Education Code sections cited by the auditor for full and accurate reporting.

East of 52 Response: East of 52 published—and linked in full—the Superintendent's request to the auditor and the auditor's reply so readers could review the underlying materials directly. The governing rule for independent-study apportionment requires the pupil to reside in the claiming county or a contiguous California county. Los Angeles County is not contiguous to San Diego County. Full stop. An auditor's informal letter "considering" them adjacent does not amend the Education Code or the K–12 Audit Guide, and it does not change the statutory geography on which our analysis relies. For the record, nor does any auditor correspondence "legislate" East of 52's opinion or commentary; editorial conclusions drawn from disclosed facts and law are protected speech under the opinion-from-disclosed-facts doctrine and California's fair-report privilege.

The challenged sentence ("appears to be a deliberate distortion… very suggestive of old patterns") is commentary drawn from disclosed facts and law, not a hidden-fact accusation. East of 52 set out the materials (including your letter and the auditor's reply) and then offered an evaluation that readers could judge for themselves. Under controlling doctrine (opinion from disclosed facts; substantial truth; California's fair-report privilege for official records), such value-laden characterization is protected speech on a matter of

public concern. As a public official, the Superintendent would bear the burden to prove falsity and actual malice; East of 52 relied on the statute/guide and on the very documents it linked, which defeats any malice theory.

East of 52's conclusions were formed and held in good faith at the time of publication after reviewing the governing statute/audit guide, the District's audits and board materials, and the Superintendent's own correspondence—all of which we disclosed and linked. The actual-malice standard requires knowledge of falsity or serious subjective doubts about truth; it is not met where a publisher believes its reporting and sets out the underlying record for readers to assess. East of 52 did not entertain serious doubts nor ignore contrary materials; to the contrary, the publication presented those materials in full and then offered commentary grounded in them. There is, therefore, no actual malice and no reckless disregard.

Accordingly, no correction or retraction is warranted.

To further exemplify East of 52's commitment to transparency and accuracy, the publication has initiated an external peer-input process. East of 52 has reached out to professional bodies and government-audit practitioners—including the Association of Certified Fraud Examiners (ACFE), Association of Local Government Auditors (ALGA), The Institute of Internal Auditors (IIA), California Society of Certified Public Accountants (CalCPA), National Association of State Auditors, Comptrollers and Treasurers (NASACT), FCMAT, and independent CPA firms with governmental-audit practices—to solicit methodological feedback and limited-scope peer review of our articles' descriptions of audit findings, attendance-accounting standards, and statutory references, and evidence cited in the articles. This outreach is intended to validate that East of 52's reporting is accurate, fair, and consistent with legally protected commentary. Any substantive input received will be documented and cited; no endorsement by any organization is implied, and editorial judgments remain independent.

QUOTE: "This is an example of kind of reasoning Johnson is using to justify enrolling thousands of out-of-county students.."

BJ ASSERTION: This rationale is not being used for thousands of out-of-county students. Publicly available data prior to June 30, 2025 is available that illustrates Dehesa's enrollment, which the author did not bother to reference. Dehesa has enrolled and served 51 out of county students.

East of 52 Response: We are critiquing reasoning at scale across Dehesa-authorized charters, not the narrow count of out-of-county students physically on the K-8 campus.

Your “51” refers to that narrow subset; “thousands” refers to the districtwide charter-managed footprint. That context is clear from the article’s comparison (approximately 100 resident students vs. a charter network in the thousands). Substantially true in context. No correction or retraction is warranted.

QUOTE: “More telling, as of the writing of this article, Johnson does not appear on the California Commission for Teacher Credentialing website, suggesting he lacks the REQUIRED qualifications per Ed Code to even serve as a superintendent.”

BJ ASSERTION: The San Diego County Office of Education waived this requirement pursuant to Education Code section 35029. This waiver is referenced in Superintendent Johnson’s Board approved contract at paragraph 13. [See attached.] The contract was agendized and Board approved at a public meeting. [https://dehesasd.net/files/page/824/August_28__2024_Board_Agenda__3_.pdf] In addition, the San Diego County Office of Education completed and filed a form for a temporary certificate under CTC code SC1A referencing Education Code section 35029. This is also a publicly available document. A copy is attached for your ease of reference.

East of 52 Response: Our sentence accurately reflects the public CTC lookup at the time of publication and our CPRA confirmation—that you do not hold an Administrative Services Credential, nor any educator credential issued by the CTC. The wording “suggesting he lacks the required qualifications per Ed Code” addresses the credential ordinarily required; it does not assert that you are unlawfully serving. We recognize that a local board may waive credential requirements under Ed Code § 35029, but a waiver is not the credential itself. The record reflects a black-and-white fact: you do not hold an Administrative Services Credential and do not hold any CTC-issued educator credential while serving under a waiver. Our statement concerns qualifications and transparency—and is a fair inference from the public record we reviewed. If you provide a current Administrative Services Credential or other CTC-issued educator credential, East of 52 will update the article to reflect that evidence. At this time, by your own acknowledgment, you hold neither credential and are serving under a board waiver. No correction or retraction is warranted.

QUOTE: “But in Dehesa, the inverse occurred: charter programs were prioritized, and resident students were displaced to asynchronous education.”

BJ ASSERTION: This is false. Dehesa did not “displace” any resident students due to the addition of a new program. No students were prohibited from attending in-class instruction. Independent student can be synchronous. There are no facts to support this

false statement which was made with reckless disregard for the truth. Every resident student has a legal right to attend Dehesa's school and the District serves all eligible students who enroll in the school. Dehesa has never been "over capacity" and has not turned away any resident students that were legally entitled to enroll. No students were ever prohibited from attending in-class instruction. No students were required to enroll in asynchronous education programs.

East of 52 Response: Our sentence does not claim residents were barred from in-person classes or required to be 100% asynchronous. It reports what parents and students described and what records reflect: programmatic changes (combined classes, IS/Flex options, including online modalities) that prioritized charter-linked programming and, in effect, displaced resident students toward asynchronous/online instruction compared to their prior day-to-day experience. That is a protected, context-based characterization grounded in disclosed facts and official records. As a public official, you bear the burden to prove falsity and actual malice. No correction or retraction is warranted.

QUOTE: "Also, he was not granted an official waiver or emergency permit by the CTC."

BJ ASSERTION: This is a false statement that is asserted maliciously or, at a minimum, with reckless disregard for the truth. In addition to the local governing board waiving the "required" credential under Education Code section 35029, the San Diego County Office of Education completed and filed a form for a temporary certificate under CTC code SC1A referencing Education Code section 35029. [Please see response above and public records attached.]

East of 52 Response: This appears in a clearly labeled open letter from parents. It addresses action by the CTC. A superintendent waiver is adopted by the local board (Ed. Code § 35029) and the county may issue a Temporary County Certificate; the CTC did not issue you a credential, waiver, or emergency permit. That is exactly what the sentence says. The open letter critiques transparency and qualifications; it does not allege unlawful service. No correction or retraction is warranted.

Clarification for readers:

The parents' Open Letter questions credentials. The district is using the waiver path: a governing-board waiver (Ed. Code § 35029) and a Temporary County Certificate from the San Diego County Office of Education. East of 52 is not the author of the Open Letter (which we thought was very apparent) and confirms—based on CPRA responses—that Mr. Johnson does not hold an Administrative Services Credential or any CTC-issued educator

credential. Links to the CPRA responses and relevant CTC lookup records are provided within the article.

QUOTE: The article title "Superintendent In One-School District Paid $2,522 Per Student Without Required Credential"

BJ ASSERTION: This is false. Dehesa served closed to 400 students at the time of this article, and the pay per student is inaccurate. This information is publicly available at [https://www.cde.ca.gov/ds/ad/filesenrcensus.asp].

East of 52 Response: The headline's per-student figure uses the resident, on-campus K-8 enrollment (approximately 94) for Dehesa's single district school. That is the population the locally elected board exists to serve, and it is the denominator expressly used in our analysis. Your '~400 served' number folds in program students outside the resident campus population; that's a different metric. Using a clearly defined denominator is standard in public-finance reporting.

The credential portion accurately reflects that you do not hold an Administrative Services Credential and are serving via a board waiver—a point of qualification and transparency the article is entitled to critique. No correction or retraction is warranted; a methodology notation has been added to the article.

NOTE ADDED TO FOOT OF ARTICLE:

Methodology: per-student figure uses approximately 94 resident K-8 students enrolled on Dehesa's campus in the referenced year; charter/partner program headcounts are excluded from this calculation.

QUOTE: "A Tiny School District In Rural East San Diego County Is Paying A $252,000 Salary To A Superintendent Overseeing Fewer Than 100 Students."

BJ ASSERTION: This is false. The Superintendent's salary is $245,000 and the district served just under 400 students in 2024-2025. This information is publicly available at [https://dehesasd.net/files/page/824/August_28__2024_Board_Agenda__3_.pdf].

East of 52 Response: Our headline's dollar figure reflects your total pay and benefits (approximately $252,000) from public compensation data; your $245,000 figure is base salary from your contract. The headline's 'fewer than 100 students' refers to resident, on-campus K–8 enrollment (~94) at Dehesa's single school, not to districtwide charter/program counts. Using a defined denominator in a headline is standard practice. To

avoid quibbling over terminology, we will adjust ‘salary’ to ‘total compensation’. No correction to substance is warranted.

QUOTE: “That means every hiring decision, contract approval, and financial action taken by the district runs through a closed loop of family control.”

BJ ASSERTION: Every hiring decision, contract approval and financial action taken by the District is made publicly in accordance with the Brown Act This statement is made with reckless disregard for the truth.

East of 52 Response: This is a governance characterization, not an allegation of Brown Act violations. “Closed loop of family control” is opinion based on disclosed family ties and voting dynamics. Brown Act compliance (agendas, open votes) does not address whether decision-making is concentrated within a small, related group. Public-official standard applies. No correction or retraction is warranted.

QUOTE: “This is the story of how Dehesa School District - a tiny, one-school district east of El Cajon - inflated its budget, lost its way, and now finds itself on the brink of financial collapse and a possible state takeover..”

BJ ASSERTION: There is no evidence to support the statement that Dehesa inflated its budget. Nor is there any evidence to support the false statement that Dehesa is on the “brink of financial collapse and a possible state takeover.” The San Diego County Office of Education reviews Dehesa’s two interim financial reports every year, as well as Dehesa’s estimated actuals, budget, unaudited actuals and audit reports. Within at least the last five years no response has been received from the San Diego County Office of Education stating that Dehesa has inflated its budget or that it is in such financial condition that state takeover is possible or that it is on the brink of a financial collapse. Nor has any of the District’s audits included these statements. Responsible reporting would not have made this reckless statement in disregard for available facts.

East of 52 Response: This is protected commentary grounded in Dehesa’s own records (attendance-accounting noncompliance, questioned ADA, ratio overclaims, and multi-year enrollment decline). We did not report that County/State has declared “budget inflation” or initiated takeover; we reported risk based on the district’s audited deficiencies. The fact that filings are reviewed does not negate the audits. No retraction is warranted. As a clarity accommodation, we will use the wording below.

Text change:

... This is the story of how Dehesa School District — a tiny, one-school district east of El Cajon —overstated attendance-based revenue claims according to its own audit, lost its way, and now faces material fiscal risk if the questioned ADA is upheld—risk that could prompt heightened county oversight. It's also a story of what happens when a district's leadership forgets who it's supposed to serve.

QUOTE: "A $68,500 legal settlement payable is carried over from a prior year with no public explanation."

BJ ASSERTION: This is a false statement made with reckless disregard for the truth. This settlement was Board approved in 2021. Here is a link to the minutes where the Board reported out from closed session. (https://drive.google.com/file/d/18LlBPD5b5rameITSusUUrUusw5hyfQgL/view)

- The Settlement Agreement is also public record if the author had bothered to request it. [Please see attached.] Any and all settlements have been Board approved.

East of 52 Response: Your "if the author had bothered..." reply underscores our point: the audits and public-facing materials provided no readily accessible explanation of the year-over-year $68,500 legal-settlement payable. A brief closed-session report-out or a contract obtainable only via targeted digging/CPRA is not the same as a clear explanation in posted materials. Our statement concerns accessibility, not the existence of a document somewhere. No retraction is warranted.

Text correction:

$68,500, carried forward. No clear, public-facing explanation. Parents asked in open meetings and, by their account, hit a wall. The 'why' finally surfaced only after a document dig. Public access shouldn't require archaeology.

QUOTE: "As of July 2025, neither the 2023 nor 2024 audits are posted on the district's website or through public databases."

BJ ASSERTION: This is a false statement made with reckless disregard for the truth. Dehesa's audit for 2022-2023 was posted on the 12/13/23 agenda. Dehesa's audit for 2023-2024 was posted on the 4/9/25 agenda. Dehesa's revised audit was posted on the

5/14/25 agenda. 2022-2023 Original Audit [https://dehesasd.net/files/page/802/December_13__2023_Agenda.pdf]

 2023-2024 Original Audit [https://dehesasd.net/files/page/832/April_9__2025_Board_Meeting_Agenda__1_.pdf]

 2023-2024 Revised Audit [https://dehesasd.net/files/page/832/May_14_2025_Board_Meeting_Agenda__2_.pdf]

These audits were agendized pursuant to the Brown Act and presented at public meetings.

East of 52 Response: At the time of publication, the audits were reachable only by digging through board-meeting packets. The Audits page shows last modified 7/16/2025—the day after our story—when those links appeared. Brown Act agendizing inside a packet is not the same as posting on the Audits page or in a public repository. The statement was substantially true as published. No retraction is warranted; minor clarifications are provided.

Text added for Clarification:

As of July 15, 2025 (publication date), the 2024 audit was not posted on the district's Audits page; available copies were buried in board-agenda packets.

QUOTE: "Additionally, board meeting agendas are posted – but the actual minutes and outcomes of votes are not available online. This undermines transparency and leaves the public unable to verify decisions made on their behalf."

BJ ASSERTION: This is false. All meeting minutes and outcomes of votes are available online and approved in subsequent board meetings. The public is able to verify decisions made at board meetings. This statement is made without regard for the truth. Please see [https://dehesasd.net/District/Department/2-Governing-Board/111-Board-Agendas-Packets.html]. Agendas can be viewed by year by using the navigation tool on the left side menu

East of 52 Response: this is about accessibility. As of publication, Dehesa did not maintain a dedicated, readily accessible minutes archive; minutes/vote outcomes were embedded inside agenda PDFs, not surfaced in a way an ordinary parent could easily find and search. To avoid a hyper-literal reading, we will clarify as below. The transparency concern remains.

Text changes:

Additionally, while board packets exist, Dehesa does not maintain a dedicated, readily accessible online archive of approved minutes and vote outcomes; instead, they're embedded inside agenda PDFs—leaving the public to sift through documents to verify decisions.
So while audits or minutes may have been posted somewhere, that is not the same as transparent, easy public access without a scavenger hunt.

Pursuant to your demand for "equal prominence," East of 52 will publish an equal-prominence follow-up by 5:00 p.m. Pacific Time on Wednesday, September 3, 2025. That piece will (i) identify any minor clarity edits we have made, (ii) link the source materials referenced for each point, if not already done so, and (iii) make plain that audits, your adjacency correspondence, and the auditor's reply were already published and linked in full in the original coverage and therefore are not being re-posted as "new" material. As with all East of 52 work, the article will reflect the publication's independent editorial judgment, including any forms of protected commentary on matters of public concern.

To avoid any doubt: this equal-prominence piece is a courtesy and clarification, not a retraction, not a concession of falsity, and not an adoption of your interpretations.

Finally, East of 52 reminds you that any attempt to use litigation to suppress reporting on public spending and school governance will be met with a special motion to strike under California's anti-SLAPP statute (Code Civ. Proc. § 425.16). Prevailing defendants are entitled to mandatory fee-shifting; an adverse ruling is immediately appealable (§ 425.16(j)); and discovery is stayed absent court order during that process (§ 425.16(g)). You may also wish to consider the well-documented Streisand Effect: efforts to silence coverage predictably amplify the public's interest in it. East of 52 will not be chilled.

Respectfully,

Lizzie Bly (LEGAL PERSON)
Editor & Owner, East of 52