

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Meeting Held via Zoom  
January 12, 2021

Trustees Present: Marilyn Buchi, Vicki Calhoun, Joanne Fawley, Chester Jeng, and Lauren Klatzker

Trustees Absent: None

Student Board

Member: Jenna Beining

Staff Present: V. Scott Scambray, Superintendent,; Ed Atkinson, Assistant Superintendent Human Resources; Sylvia Kaufman, Assistant Superintendent Educational and Assessment Services; Joan Velasco, Assistant Superintendent Business Services; Karl Zener, Executive Director Administrative Services; Todd Butcher, Executive Director Facilities and Construction; Sonje Berg, Principal, Buena Park High School; Laura Rubio, Principal, Fullerton Union High School; Matt Eeles, Principal, La Habra High School; Marvin Atkins, Principal, Sonora High School; Allen Whitten, Principal, Sunny Hills High School; Will Mynster, Principal, Troy High School; Sandi Layana, Principal, La Vista/La Sierra High Schools; and Linda Harter, Executive Assistant

**1. Call to Order-Closed/Study Session:**

President Marilyn Buchi called the meeting to order at 4:30 p.m. for Closed Session.

**1.1. Update on Confidential Personnel and Pupil Matters**

Board Members were updated on confidential personnel and pupil matters.

**1.2. Update on Negotiations**

Board Members were given an update on negotiations.

**1.3. Recess**

President Buchi declared a recess at 5:50 p.m.

**2. Regular Session**

President Buchi reconvened the meeting to Regular Session at 6:02 p.m.

**2.1. Flag Salute**

The flag salute was led by Student Board Member Jenna Beining. Following the flag salute, a Moment of Silence was held for District employee Jason Nguyen.

Jason Nguyen was hired on May 24, 2006 as a Substitute Bus Driver. On August 22, 2013 he was hired on as a permanent employee as a Bus Driver. Mr. Nguyen completed a total of 7 years of service with our District. The District recently received news that Mr. Nguyen passed away at the age of 56. Sympathy and support are offered to the family and friends of Jason Nguyen.

**2.2. Attendance**

President Buchi took attendance and reminded Board Members that any votes taken during the meeting must be taken by a roll call vote.

### **2.3. Acknowledgement of Correspondence to the Board**

President Buchi reported that Board Members have received numerous emails from the community and staff members and that the Board appreciates the input received.

### **2.4. Approval of Agenda**

It was moved and seconded to approve the agenda as amended (Item 2.7 Student Board Member Report was eliminated). Student Board Member Jenna Beining cast a preferential vote in favor of the motion. The motion was carried by a unanimous roll call vote.

### **2.5. Approval of Minutes**

It was moved and seconded to approve the minutes of the December 15, 2020 Regular Board Meeting. Student Board Member Jenna Beining cast a preferential vote in favor of the motion. The motion was carried by a unanimous roll call vote.

### **2.6. Election of Clerk**

Board Clerk Joanne Fawley requested to withdraw from the position of Board Clerk. Ms. Fawley explained that she has had the opportunity to fill a leadership opportunity on the Board in the past and requested that the Board consider Board Member Lauren Klatzker to fill the position. It was moved and seconded to elect Lauren Klatzker as Clerk of the Board of Trustees for 2021. Student Board Member Jenna Beining cast a preferential vote in favor of the motion. The motion was carried by a unanimous roll call vote.

### **2.7. Student Board Member Report**

No Report.

### **2.8. School Reports**

Each of the Principals provided information on events happening at the campus.

### **2.9. Timely Information from Board and Superintendent**

None.

### **2.10. Commendations and Recognition**

The State of California designates January as the month during which school board members are recognized and honored for their critical role in providing guidance, leadership, and oversight for our public schools. Executive Director of Administrative Services Dr. Karl Zener provided comments regarding School Board Member Recognition Month and recognized Board Members and the Student Board Member for their dedication and support to the students, parents, staff members, and community members of the District. Board Members and the Student Board Member were presented with a 2021 Sierra Club engagement calendar in appreciation of their dedication and service to the Fullerton Joint Union High School District.

## **3. Updates**

### **3.1. Employee Associations**

FSTO President Angie Cencak reported that FSTO is looking forward to working collaboratively with the district's negotiating team to come up with a mutually agreed upon collective bargaining agreement. Ms. Cencak welcomed the new CSEA Executive Board Members on behalf of FSTO.

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Newly elected CSEA Chapter 82 President Joe Sliker introduced himself and stated that he is excited for opportunity to serve as President of CSEA and is looking forward to working with District administrators and Board Members. On behalf of CSEA members, Mr. Sliker welcomed new Board Member Dr. Calhoun. Mr. Sliker remarked that CSEA and the District are in negotiations for a reopener contract, which will be followed by negotiations for a successor contract.

### **3.2. Parent Teacher Associations (PTA)**

Executive Assistant Linda Harter read the following update from the Fullerton Council PTA Co-Presidents Wendy Reid and Christy Carter: "We want to say Happy New Year to everyone. We are hopeful that with the vaccine becoming available to teachers soon, we are looking at a safer and healthier year for all. Thank you for all you do."

## **4. Public Comments**

A Comment Card was submitted by Fullerton School District employee Pam Keller. Ms. Keller provided information on a virtual theater event to be held on January 28, 2021 for young audiences. The virtual theater event is a collaboration between Orangethorpe Elementary School and the FUHS Theater Program.

## **5. Reports**

### **5.1. General**

#### **5.1.1. Hybrid Schedule/Distance Learning**

Prior to discussion of the hybrid schedule/distance learning, the following individuals submitted a comment card and addressed the Board in support of returning to the Hybrid Schedule and in-classroom instruction: Christine Watson; Chris Blume; Damaris Oakes; Jolene Denham; Beth Thomson; Nicole Weinreich; Craig Lamascus; Anita Axe; and, Natania Spradley. The following individuals submitted a comment card and addressed the Board in support of continuing the Distance Learning schedule: Danica Perez; Kristen Cruz; Christina L Zubko; and, Angie Cencak.

President Buchi stated that at the December Board Meeting, it was decided to return to a Distance Learning Model effective Monday, January 4, 2021 through Friday, January 15, 2021. Mrs. Buchi explained that the intent of this agenda item is to have a discussion to determine if the Distance Learning Model will be extended or return to the Hybrid Schedule. Mrs. Buchi asked each of the Board Members and the Student Board Member to share their thoughts regarding extending the Distance Learning Schedule or return to the Hybrid Schedule.

Following the discussion, the Board of Trustees gave direction to the Superintendent to extend the Distance Learning Schedule through Friday, January 29, 2021.

### **5.2. Education and Assessment Services - No Items Except on Consent Calendar**

### **5.3. Human Resources - No Items Except on Consent Calendar**

### **5.4. Business Services - No Items Except on Consent Calendar**

### **5.5. Administrative Services**

#### **5.5.1. Report on the Nature and Resolution of all Williams Settlement Complaints**

As part of the Williams Settlement and through a universal complaint procedure, parents may file complaints, which must be reported at a meeting of the Board of Trustees each quarter. Executive Director of Administrative Services Dr. Karl Zener reported that no complaints were received for the second quarter, October 1 through December 31, 2020.

## **5.6. Facilities and Construction**

### **5.6.1. Public Hearing for Resolution 2020/21 #26 to Convey an Easement for Public Utility Purposes to Southern California Gas Company**

Executive Director of Facilities and Construction Todd Butcher stated that pursuant to Education Code section 17557, the Board must conduct a public hearing prior to consideration of Resolution 2020/21 #26 to Convey an Easement for Public Utility Purposes to Southern California Gas Company.

Mr. Butcher stated that the District provided notice of the public hearing by posting signed copies of the resolution in three public places, posting the notice on the District's website, and publishing the notice in the local newspaper on January 7, 2021.

President Buchi called the Public Hearing open at 7:47 p.m. Hearing no comments, Mrs. Buchi closed the Public Hearing at 7:48 p.m.

### **5.6.2. Resolution 2020/21 #26 to Convey an Easement for Public Utility Purposes to Southern California Gas Company**

It was moved and seconded to adopt Resolution 2020/21 #26 to Convey an Easement for Public Utility Purposes to Southern California Gas Company, and to authorize the Superintendent or designee to execute the necessary documents. Student Board Member cast a preferential vote in favor of the motion. The motion was carried by a unanimous roll call vote (5-0).

## **6. Consent Calendar**

Prior to approval of the Consent Calendar, confidential item 6.3.8. Final Settlement Agreement and General Release, CSIS #1177583433, Dated December 17, 2020 was pulled for separate consideration. It was moved and seconded to approve the Consent Calendar with the exception of Item 6.3.8. Student Board Member Jenna Beining cast a preferential vote in favor of the motion. The motion was carried by a unanimous roll call vote (5-0).

### **6.1. Business Services**

#### **6.1.1. Agreements on Behalf of District Schools with Various Vendors for the Purchase of Goods and Services (EC 2020/21 #168)**

Approved/ratified the agreements on behalf of District schools with various vendors for the purchase of goods and services (EC 2020/21 #168), and authorized the Superintendent or designee to execute the necessary documents.

#### **6.1.2. Agreement with EMS LINQ, Inc. for Titan School Nutrition and Point-of-Sale System Software (EC 2020/21 #172)**

Approved the agreement with EMS LINQ, Inc. for Titan school nutrition and point-of-sale system software (EC 2020/21 #172), and authorized the Superintendent or designee to execute the necessary documents.

#### **6.1.3. Agreement with Verizon Wireless for the Purchase of Wireless Equipment and Services via Various Master Services Agreements (EC 2020/21 #174)**

Approved the agreement with Verizon Wireless for the purchase of wireless equipment and services via various master services agreements (EC 2020/21 #174), and authorized the Superintendent or designee to execute the necessary documents.

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**6.1.4. Approval for Sale/Disposal of Surplus District Personal Property**

Approved the sale/disposal of surplus District personal property and authorized District staff members to dispose of the obsolete items in accordance with Education Code Section 17546.

**6.1.5. Resolution 2020/21 #25 for Transfer of Funds #7**

It was moved, seconded, and carried by a unanimous roll call vote (5-0) to adopt Resolution 2020/21 #25 for Transfer of Funds #7 as attached.

**6.1.6. Purchase Order Report 2020/21 #7**

Approved Purchase Order Report 2020/21 #7, which lists all purchase orders issued December 7, 2020 through January 3, 2021.

**6.1.7. Warrant Listing Report 2020/21 #7**

Approved Warrant Listing Report 2020/21 #7, which includes all warrants issued December 7, 2020, through January 3, 2021.

**6.1.8. Acceptance of Gifts**

Approved the following gifts, which were donated to the Fullerton Joint Union High School District, and directed that a letter of appreciation be written to the donors:

- Farmers & Merchants Bank donated \$100 in support of the education of students at Fullerton Joint Union High School District.
- Smoke and Fire BBQ donated \$1,000 in support of the Dance Program at La Habra High School.

**6.2. Human Resources****6.2.1. Employer-Employee Relations/Personnel Report 2020/21 #9, Which Includes Hiring, Resignations, Contract Adjustments, and Retirements for Certificated and Classified Employees**

Ratified Employer-Employee Relations/Personnel Report 2020/21 #9 as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated and classified employees.

**6.3. Education and Assessment Services****6.3.1. Submission of North Orange County Special Education Local Plan Area (NOC-SELPA) Revised Local Plan Revisions**

It was moved, seconded, and carried by a unanimous roll call vote (5-0) to adopt the local governance plan for the North Orange County Special Education Local Plan Area, and authorized the Superintendent or designee to execute the necessary documents.

**6.3.2. Memorandum of Understanding Between Children's Hospital of Orange County (CHOC) and the District**

Approved the Memorandum of Understanding between Children's Hospital of Orange County and the District to provide wellness centers to District students for the 2020/21 through the 2024/25 school years, and authorized the Superintendent or designee to execute the Memorandum.

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**6.3.3. Agreement with Make the Grade, LLC, dba Grade Potential Tutoring, a Nonpublic Nonsectarian Agency, to Provide Compensatory Academic Instruction Services (EC 2020/21 #165)**

Ratified the agreement with Make the Grade, LLC, dba Grade Potential Tutoring, a nonpublic nonsectarian agency, located in San Luis Obispo, California, to provide compensatory academic instruction services (EC 2020/21 #165) at the per-unit rate cost for the dates indicated for a total cost of \$7,200, and authorized the Superintendent or designee to execute the agreement.

**6.3.4. Agreement with Rachel Nadine Van Vliet, Speech Language Pathologist, to Provide Speech and Language Services (EC 2020/21 #166)**

Ratified the agreement with Rachel Nadine Van Vliet, Speech Language Pathologist, to provide speech and language services (EC 2020/21 #166) in an amount not to exceed \$75,000, including all expenses such as mileage, meals, parking, transportation, lodging, and materials, and authorized the Superintendent or designee to execute the agreement.

**6.3.5. Agreement with Tilly's Life Center to Provide Professional Development Services to District Staff Members (EC 2020/21 #167)**

Ratified the agreement with Tilly's Life Center to provide professional development services to District staff members for the 2020/21 and 2021/22 school years, and authorized the Superintendent or designee to execute the agreement.

**6.3.6. Amendment to the Agreement with Jump and Schout Therapy, a Nonpublic Nonsectarian Agency, to Provide Evaluations and/or Occupational and Physical Therapy, and Push-In Support Services (EC 2020/21 #16)**

Ratified an amendment to the agreement with Jump and Schout Therapy, a nonpublic nonsectarian agency, to provide evaluations and/or occupational and physical therapy, push-in support services (EC 2020/21 #16) for the period of service from July 1, 2020, to June 30, 2021, to include speech and language services in addition to the evaluations and/or occupational and physical therapy and push-in support services, in an amount not to exceed \$125,000, including all expenses such as mileage, meals, parking, transportation, lodging, and materials, and authorized the Superintendent or designee to execute the agreement.

**6.3.7. Agreement with Mountain Valley Child and Family Services, Inc., Mountain Valley School, a Nonpublic Nonsectarian Residential Treatment Center, to Provide Special Education Services (EC 2020/21 #169)**

Ratified the agreement with Mountain Valley Child and Family Services, Inc., Mountain Valley School, a nonpublic nonsectarian residential treatment center school, to provide special education services (EC 2020/21 #169) at the per-unit rate cost for the dates indicated for a total cost of \$152,486.25, and authorized the Superintendent or designee to execute the agreement.

**6.3.8. Final Settlement Agreement and General Release, CSIS #1177583433, Dated December 17, 2020**

It was moved, seconded, and carried by a unanimous roll call vote (5-0) ratify Final Settlement Agreement and General Release, CSIS #1177583433, dated December 17, 2020, and authorized the Superintendent or designee to execute the agreement.

#### **6.4. Administrative Services**

##### **6.4.1. Plan Between the Orange County Department of Education and Fullerton Joint Union High School District for the Implementation of Education Code 48916.1**

Approved the Plan Between the Orange County Department of Education and the Fullerton Joint Union High School District for the Implementation of Education Code 48916.1, and authorized the Superintendent or designee to execute the necessary documents.

#### **6.5. Facilities and Construction**

##### **6.5.1. Approval of Compensation Agreement for the District's Conveyance of Easement for Public Utility Purposes to Southern California Gas Company**

Approved the Compensation Agreement for the District's Conveyance of Easement for Public Utility Purposes to Southern California Gas Company, and authorized the Superintendent or designee to execute necessary documents.

##### **6.5.2. Agreement with Bogh Engineering, Inc. for the Fullerton Auditorium Seismic Upgrade Project, Bid #04-116531 (EC 2020/21 #171)**

Approved the agreement with Bogh Engineering, Inc. for the Fullerton Auditorium Seismic Upgrade Project, Bid #04-116531 (EC 2020/21 #171), and authorized the Superintendent or designee to execute the necessary documents.

##### **6.5.3. Agreement with New Dynasty Construction Co. for Walk-In Food Storage Equipment Installation at FUHS, SOHS, and LHHS, Bid #04-119183, 04-119185, 04-119184 (EC 2020/21 #173)**

Approved the agreement with New Dynasty Construction Co. for walk-in food storage equipment installation at FUHS, SOHS, and LHHS, Bid #04-119183, 04-119185, 04-119184 (EC 2020/21 #173), and authorized the Superintendent or designee to execute the necessary documents.

##### **6.5.4. Deductive Construction Change Order #1 with RT Contractor Corp. for the Cafeteria HVAC Installation at Sunny Hills High School, Bid #04-118914 (EC 2020/21 #61)**

Approved Deductive Construction Change Order #1 with RT Contractor Corp. for the cafeteria HVAC installation at Sunny Hills High School, Bid #04-118914 (EC 2020/21 #61) in the amount of (\$28,500.00), and authorized the Superintendent or designee to execute the necessary documents.

##### **6.5.5. Notice of Completion of Agreement with RT Contractor Corporation for the Cafeteria HVAC Installation at Sunny Hills High School, Bid #04-118914 (EC 2020/21 #61)**

Approved the Notice of Completion of Agreement with RT Contractor Corporation for the cafeteria HVAC installation at Sunny Hills High School, Bid #04-118914 (EC 2020/21 #61) in the amount of \$146,500.00 with November 17, 2020 as the date of completion, and authorized the Superintendent or designee to execute the necessary documents.

**7. Board Member/Superintendent Comments**

Board Members thanked the public for their thoughtful comments and appreciated their input.

President Buchi declared a recess at 7:53 p.m.

**8. Closed Session**

President Buchi reconvened the meeting to Closed Session at 7:55 p.m. during which the following matter was discussed:

- Confidential personnel matters

**9. Adjournment**

President Buchi declared the meeting adjourned at 8:45 p.m. in accordance with Government Code Section 54956.9 (a,b,c).

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Clerk/President/Secretary to the Board of Trustees

Date approved:

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/lh

**RESOLUTION OF THE BOARD OF EDUCATION OF  
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NO. 2020/21 # 26**

**RESOLUTION TO CONVEY AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO SOUTHERN CALIFORNIA  
GAS COMPANY**

**WHEREAS**, the Fullerton Joint Union High School District (“District”) is the owner of certain real property located at 1801 Lancer Way, Fullerton, CA 92833 also known as Sunny Hills High School (“Campus”); and,

**WHEREAS**, Southern California Gas Company (“Socal Gas”) has requested that the District convey an easement (“Easement”) for one or more pipelines and associated equipment and structures which will tie into an existing easement acquired by Socal Gas in 1959; and,

**WHEREAS**, the Easement is necessary to ensure continued service reliability for Socal Gas’ customers near Sunny Hills High School, including the District; and,

**WHEREAS**, Socal Gas has agreed to pay Ten Thousand Dollars (\$10,000) as fair market value compensation for the Easement; and,

**WHEREAS**, Socal Gas has further agreed to reimburse the District for its attorney’s fees, administrative expenses and other costs associated with the Easement; and,

**WHEREAS**, the Easement Agreement setting forth the terms of the Easement between the District and Socal Gas is attached hereto as **Attachment 1**; and,

**WHEREAS**, the legal description and location of Socal Gas’ Easement is attached as **Exhibit “A”** and **Exhibit “B”** to **Attachment 1**; and,

**WHEREAS**, District staff has independently determined that the Proposed Easement area is not needed for classroom buildings and will not interfere with the Campus; and,

**WHEREAS**, pursuant to Education Code sections 17556 et seq., the District may convey an easement to Socal Gas for public utility purposes, upon such terms and conditions as the parties may agree without complying with any other provisions of the Education Code; and,

**WHEREAS**, on December 15, 2020, the Board adopted Resolution No. 2020/21 #24 entitled, “Resolution of Intention to Convey an Easement for Public Utility Purposes to Southern California Gas Company”; and,

**WHEREAS**, on December 22, 2021, District staff gave public notice of the public hearing, to be held on January 12, 2021, by posting signed copies of Resolution No. 2020/21 #24 in three public places in the District and on the District’s website, and by publishing notice in the local newspaper on January 7, 2021; and,

**WHEREAS**, on January 12, 2021, the District held a public hearing on whether it should adopt this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The foregoing recitals are adopted as true and correct.
2. The property upon which the Easement is to be located is not needed for school classroom buildings.
3. The conveyance of the Easement would be in the best interest of the District in that the District and community surrounding Sunny Hills High School will be ensured continued service reliability from Socal Gas.
4. There is no formal protest to the proposed conveyance of the Easement.
5. The Superintendent of the Fullerton Joint Union High School District, or designee, is authorized to perform all actions and execute all documents necessary to carry out the intent of this Resolution, including executing the Easement Agreement.
6. The Board hereby adopts this resolution to grant the Easement in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Fullerton Joint Union High School District on this 12th day of January 2021, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

  
\_\_\_\_\_  
President, Governing Board  
Fullerton Joint Union High School District

ATTEST:

  
\_\_\_\_\_  
Secretary, Governing Board  
Fullerton Joint Union High School District

Recording Requested by and  
when recorded mail to:

Southern California Gas Company  
8101 Rosemead Blvd., ML SC722K  
Pico Rivera, California 90660-5100  
Attn.: Land & Right of Way

DOCUMENTARY TRANSFER TAX \$ CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

**Leak  
Survey**

**Area:** OC 300-3X

**APN:** 280-012-04

**CPD#:** 2041639763

Computed on full value of property conveyed

Computed on full value less liens and encumbrances  
remaining at time of sale

**DISTRIBUTION R.W.** 268688

**Southern California Gas Company**

**GRANT OF EASEMENT**

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, a California public school district duly organized under and by virtue of the laws of the State of California ("Grantor"), is the owner of certain real property known as Sunny Hills High School located at 1801 Lancer Way, Fullerton, CA 92833 ("Property").

**FOR VALUABLE CONSIDERATION, Grantor hereby grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee"): A 10.00 foot in width permanent non-exclusive easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as "the Facilities") for the transportation and distribution of natural gas and communications as Grantee deems reasonably necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith ("Scope of Easement"), and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities, the strip of land located in the City of Fullerton in the County of Orange, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.**

The Grantee shall, at its sole cost and expense, be responsible for the construction, maintenance, operation, inspection, repair, replacement, alteration, and reconstruction of the Facilities as necessary. If Grantee removes the Facilities, Grantee shall promptly restore the surface to substantially the same condition existing before the construction of the Facilities.

By acceptance of this Easement, Grantee acknowledges and agrees that the Easement is solely for the Scope of

Easement.

Grantee accepts the Easement "AS IS" with no representation as to the condition of the Easement. Under no circumstances shall Grantor be liable for any conditions of the Easement, whether observable or not. Grantor makes no expressed or implied representation on the suitability of Easement for Grantee's purposes. Grantee is solely responsible for determining whether the conditions of the Easement are suitable for its purposes.

Grantor, for its heirs, successors and assigns, and its and their contractors, agents, and employees agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), explosives, and combustible material, that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary upon Grantor's written consent, which shall not be unreasonably delayed or withheld. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

Grantee paid Grantor the sum of **Ten Thousand Dollars (\$10,000)** as consideration in full for the property interests being conveyed.

Grantee hereby agrees to refrain from expanding, altering, replacing, or reconstructing the Easement and Scope of Easement in any way without prior written consent, or in any way that could create an unreasonable risk to the Property or its occupants.

Grantor has complied with all Education Code requirements to convey the Easement to the Grantee.

The terms, covenants and conditions of this Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

By acceptance of this Easement, Grantee agrees to defend, protect, indemnify, release, and forever hold harmless Grantor and its agents, employees, officers, trustees, members, directors, and all those acting on behalf of Grantor (each a "Grantor Party"), to the maximum extent possible under law, from and against any and all assessments, claims, counts, costs, damages, demands, expenses, fines, judgments, liabilities (legal, administrative, or otherwise), losses, notices, penalties, suits (legal or in equity), violations, and/or attorneys' and consultants' fees (collectively, the "Claims") arising out of, or in connection with, Grantee's (including but not limited to its agents, contractors, consultants, employees, and all others acting on behalf of Grantee) entry upon, use, design, construction, placement, operation, maintenance, repair, reconstruction, or replacement of the improvements on the Easement. Notwithstanding the foregoing, Grantee shall defend Grantor against any Claims of Grantor or any Grantor Party, except to the extent caused by Grantor's gross negligence or willful misconduct, in connection with the Easement. The defense and indemnification obligations set forth herein shall survive the expiration, termination, or reversion of this Easement.

Upon a determination by Grantee that there is no longer a need for the Easement by Grantee, Grantee shall immediately release the Easement by providing Grantor notification in writing, describing Grantee's intent to give up the benefit of the Easement ("Release"). At the request of Grantor, Grantee shall execute and deliver to

Grantor a quitclaim of the Easement, in recordable form reasonably acceptable to Grantor.

In the event that Grantee makes informal statements together with physical acts clearly and unequivocally indicating Grantee's intention to give up the benefit of the Easement, the Easement shall automatically terminate without any action required by Grantor. A lack of use for a period of five (5) years conclusively demonstrates abandonment.

Grantee shall pay all applicable real estate taxes and general or special assessments for (where applicable) Grantee's betterments or improvements that are levied or assessed by any lawful authority on the Easement.

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Sections 4216 *et seq.*

**IN WITNESS WHEREOF, these presents are hereby signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**GRANTOR: Fullerton Joint Union High School District, a political subdivision of the State of California**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A STRIP OF LAND, 10.00 FEET WIDE, LYING WITHIN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASELINE & MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, THE NORTHERLY SIDELINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, BEING THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED RECORDED IN BOOK 4084, OF OFFICIAL RECORDS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF A LINE IN THE EASTERLY BOUNDARY OF TRACT NO. 15994, AS SHOWN ON THE MAP OF TRACT NO. 16367, RECORDED IN BOOK 833, OF MISCELLANEOUS MAPS, PAGES 3 THROUGH 7, INCLUSIVE, IN SAID OFFICE OF THE COUNTY RECORDER, SAID LINE HAVING A BEARING OF NORTH 30°27'12" EAST AND A LENGTH OF 1260.00 FEET; THENCE ALONG SAID LINE NORTH 30°27'12" EAST 118.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 71°02'15" EAST 167.18 FEET; THENCE SOUTH 89°38'34" EAST 529.93 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'43" AND AN ARC LENGTH OF 285.29 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN THE RIGHT OF WAY DOCUMENT RECORDED IN BOOK 4787, OF SAID OFFICIAL RECORDS, PAGE 504, IN SAID OFFICE OF THE COUNTY RECORDER.

THE SOUTHERLY SIDELINES OF SAID STRIP TO BE EXTENDED OR SHORTENED TO INTERSECT AT ANGLE POINTS. SAID SOUTHERLY SIDELINE TO BE EXTENDED OR SHORTENED TO TERMINATE WESTERLY IN SAID LINE IN THE EASTERLY BOUNDARY OF TRACT NO. 15994 AND TO BE CONTINUED OF SHORTENED TO TERMINATE EASTERLY IN SAID WESTERLY LINE.

AND AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



  
GREGORY S. IRWIN, P.L.S. NO. 5923

TRACT NO.

15994

TRACT

BENCHLEY ST

NO.

M M 833 / 3-7

16367

CARPENTER CT

N30°27'12"E 1260.00'

69.58'  
S01°33'25"W

POINT OF BEGINNING

TRUE POINT OF BEGINNING

167.18'  
S71°02'15"E

589°38'34"E 529.93'

10.00'

R=170.00'  
Δ=21°13'43"

15285.29'

4787-504, O.R.

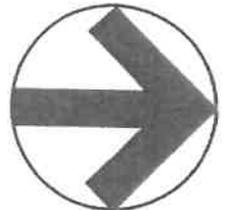
PORTION SECTION 29  
T. 3 S., R. 10 W., S.B.B.M.

4084-60, O.R.

PM 219 / 8

2

1



# EXHIBIT "B"

## SOUTHERN CALIFORNIA GAS COMPANY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF FULLERTON

COUNTY OF ORANGE

, STATE OF CALIFORNIA

APPROVED BY:

GREGORY S. IRWIN, P.L.S. NO. 5923

LAND SURVEY ANALYST

SCALE: 1" = 150'

DATE: 8-26-20

PREPARED BY: GSI

W.O.:

W.R.:

A.S.:

A.P.N.: 280-012-04

FILE: 2020-073

**FULLERTON JUHSD**  
**Transfer of Funds**

It has been resolved to make the budget transfers as listed below per Education Code 42600.

**Fund: 0101 GENERAL FUND**

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	4,561	
2900	OTHER CLASSIFIED SALARIES		800
4100	TEXTBOOKS		7,000
4300	MATERIALS & SUPPLIES	84,506	
4400	NONCAPITALIZATION EQUIPMENT	7,198	
5200	TRAVEL & CONFERENCES	25,200	
5300	DUES AND MEMBERSHIPS		550
5400	INSURANCE		2,000
5600	RENTALS, LEASES AND REPAIRS	2,009	
5745	PRINTING -IPS SERVICE CHARGES		1,200
5800	PROF/CONS SERV & OPER EXPENSE		183,349
5900	COMMUNICATIONS		8,364
6400	EQUIPMENT		52,211
9790	UNASSIGNED/UNAPPROPRIATED	132,000	
<b>Subfund Total:</b>		<b>255,474</b>	<b>255,474</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FULLERTON JUHSD Board of Trustees, 1/12/01.

AYES:   5    
NOES:   0    
ABSENT:   0  

  
\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

DETAIL

UNRESTRICTED

Resolution 2020/21 #25  
for Transfer of Funds #7

# FULLERTON JUHSD

## Transfer of Funds

Reference #:  
January 12, 2021

It has been resolved to make the budget transfers as listed below per Education Code 42600.

### Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	7,252	
3101	STRS - CERTIFICATED POSITIONS		337
3313	MEDICARE,CERTIFICATED		33
3501	SUI-CERTIFICATED		
3601	WORKERS'COMP-CERTIFICATED		43
3701	RETIREE BENEFITS-CERTIFICATED		26
4300	MATERIALS & SUPPLIES	1,179,358	
4400	NONCAPITALIZATION EQUIPMENT		1,013,650
5200	TRAVEL & CONFERENCES		20,500
5600	RENTALS,LEASES AND REPAIRS		125,615
5745	PRINTING -IPS SERVICE CHARGES		106
5800	PROF/CONS SERV & OPER EXPENSE		58,599
5900	COMMUNICATIONS		11,720
6400	EQUIPMENT	24,021	
9740	RESTRICTED BALANCE	20,000	
<b>Subfund Total:</b>		1,230,631	1,230,631

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FULLERTON JUHSD Board of Trustees, 1/12/21.

AYES:     5      
NOES:     0      
ABSENT:     0    

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_ day of \_\_\_\_\_, 2021\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

DETAIL RESTRICTED

I. CERTIFICATED EMPLOYEES

A. CONTRACTS

	<u>NAME</u>	<u>EFFECTIVE</u>		<u>SITE</u>	<u>MAX</u>	<u>COMMENTS</u>
1.	Itokazu, Miyoko	12/10/20		EC	VI-9	SPED TOSA

B. EXTENDED PAY STIPENDS - General Fund

	<u>NAME</u>	<u>EFFECTIVE</u>		<u>SITE</u>	<u>MAX</u>	<u>COMMENTS</u>
1.	Mansour, Christina	08/08/19	05/29/20	BP	\$ 1,239	AP Coordinator
2.	Sampat, Vaishalee	08/10/20	05/30/21	BP	580	Early College Coordinator
3.	Avila, Lisa	09/01/20	09/30/20	TR	1,239	AP Coordinator
4.	Diaz, Sonia	09/01/20	09/30/20	TR	310	AP Coordinator
5.	Evans, Dionne	09/01/20	09/30/20	TR	310	AP Coordinator
6.	Morck, Jacqueline	09/01/20	09/30/20	TR	285	AP Coordinator
7.	Saleen, Sarah	09/01/20	09/30/20	TR	285	AP Coordinator

EXTENDED PAY STIPENDS - ACTIVITY- General Fund

	<u>NAME</u>	<u>EFFECTIVE</u>		<u>SITE</u>	<u>MAX</u>	<u>COMMENTS</u>
8.	Gasaway, Lauren	08/07/20	12/01/20	LH	\$ 693	Marketing

EXTENDED PAY STIPENDS - ATHLETICS - General Fund

	<u>NAME</u>	<u>EFFECTIVE</u>		<u>SITE</u>	<u>MAX</u>	<u>COMMENT</u>
9.	Learn, Jordan	01/04/21	03/26/21	BP	\$ 3,179	Volleyball
10.	Hess, Jason	06/30/20	07/02/20	FU	162	Soccer Summer
11.	Markanian, Evona	11/02/20	11/30/20	FU	173	Cheer & Song
12.	Cholette, Mark	09/19/20	12/19/20	LH	3,914	Water Polo
13.	Gonzales, Mark	09/19/20	12/19/20	LH	3,422	Cross Country
14.	Mazzotta, Frank	09/19/20	12/19/20	LH	4,891	Football
15.	Saiz, Frank	09/19/20	12/19/20	LH	3,668	Football
16.	Wallis, Jason	09/19/20	12/19/20	LH	3,179	Football
17.	Hughes, John	08/01/20	11/20/20	SH	811	Off Season Football
18.	Hughes, John	02/01/21	03/31/21	SH	3,668	Football
19.	Karavedas, Peter	08/01/20	11/20/20	SH	2,433	Off Season Football
20.	Karavedas, Peter	02/01/21	03/31/21	SH	4,891	Football
21.	Morris, Amanda	08/01/20	11/30/20	SH	1,622	Off Season Aquatics
22.	Nighswonger, Keith	08/01/20	11/30/20	SH	2,433	Off Season Aquatics
23.	Nighswonger, Keith	02/01/21	03/31/21	SH	3,914	Water Polo Girls
24.	Nighswonger, Keith	02/01/21	03/31/21	SH	3,914	Water Polo Boys
25.	Wilde, David	08/01/20	11/20/20	SH	1,622	Off Season Football
26.	Wilde, David	02/01/21	03/31/21	SH	3,668	Football

B. EXTENDED PAY STIPENDS – ATHLETICS - General Fund (continued)

	<u>NAME</u>	<u>EFFECTIVE</u>	<u>SITE</u>	<u>MAX</u>	<u>COMMENT</u>
27.	Cowgill, Jerry	11/01/20	02/01/21 TR	\$ 3,179	Golf
28.	Echaves, Michael	11/01/20	02/01/21 TR	4,891	Football
29.	Maldonado, Lester	08/03/20	09/30/20 TR	973	Off Season Soccer
30.	Shirota, David	11/01/20	02/01/21 TR	3,422	Cross County

C. SUBSTITUTE TEACHER – \$125/\$140- General Fund

	<u>NAME</u>	<u>2020/21</u>	<u>AS NEEDED</u>	<u>DIST</u>
1.	Alvarez, Guadalupe			
2.	Billson, Arlene			
3.	Campos, Jesse			
4.	Connally, Steven			
5.	Copeland, Michael			
6.	Dachtler, Sean			
7.	Guppy, William			
8.	Hernandez, Houston			
9.	Highfill, George			
10.	Hoang, Thucanh			
11.	Hsieh, Clarice			
12.	Kim, Hana			
13.	Kim, Young			
14.	Konschuh, Cynthia			
15.	Lambert, Heather			
16.	Laubhan, Jonathan			
17.	Lee, Sheila			
18.	Lim, Howard			
19.	Mallacove, Marla			
20.	Mann, Miles			
21.	Mayfield, Christopher			
22.	Mortensen, Shannon			
23.	Nicholls, Jack			
24.	Olivieri, William			
25.	Ortiz, Isaías			
26.	Pandell, Jesuine			
27.	Parrott, Michael			
28.	Retzlaff, Maxanne			
29.	Roberts, Donna			
30.	Ruga, John			
31.	Saatjian, Stephen			
32.	Sadell, Joan			
33.	Smith, Todd			
34.	Tiddle, Steven			
35.	Valdes, Roberto			
36.	Williams, Madison			

D. RESIGNATIONS

	<u>NAME</u>	<u>EFFECTIVE</u>	<u>SITE</u>	<u>MAX</u>	<u>COMMENTS</u>
1.	Klein, Teresa	01/01/21	SH		Resignation

II. CLASSIFIED EMPLOYEES

	<u>NAME</u>	<u>HIRE</u>	<u>END DATE</u>	<u>SITE</u>	<u>SALARY</u>	<u>COMMENTS</u>
<b>A. <u>MONTHLY - General Fund</u></b>						
1.	Brinkley, Jordan	12/07/20		SH	\$ 1,910.91	Instr Aide/replace
2.	Gutierrez, Cody	11/30/20		BP	2,675.28	Instr Aide/replace
3.	Quiroz Gallegos, Jacqueline	11/12/20		BP	1,113.81	Food Svc Worker/replace
4.	Richardson, Patricia	12/07/20		LH	3,722.96	Senior Records Clerk/replace
5.	Shaffer, Barbara	11/16/20		EC	6,229.34	Procurement Specialist/substitute
6.	Sturgill, Sandra	11/30/20		SO	2,675.28	Instr Aide/replace
<b>B. <u>HOURLY - General Fund</u></b>						
		<u>HIRE</u>	<u>END DATE</u>	<u>SITE</u>	<u>SALARY</u>	<u>COMMENTS</u>
1.	Calderon, Rubi	11/02/20	05/28/21	FU	\$ 23.17	Food Svc Wkr/Addn'l hrs/as needed
2.	Chansler, Donald	10/11/20	11/10/20	LH	23.63	Instr Aide/Addn'l hrs/as needed
3.	Chansler, Donald	10/11/20	11/20/20	LH	23.63	Instr Aide/Sp Ed supportAddn'l hrs
4.	Chansler, Donald	11/11/20	12/10/20	LH	23.63	Instr Aide/Addn'l hrs/as needed
5.	Chesmore, Diana	10/28/20	05/28/21	LH	21.43	Sr Food Svc Wkr/Add'l hrs/as needed
6.	Gomez-Borbolla, Maria	11/02/20	05/28/21	TR	18.45	Food Svc Wkr/Add'l hrs/as needed
7.	Hanna, Georgina	10/11/20	11/10/20	LH	18.53	Instr Aide/Addn'l hrs/as needed
8.	Mc Cormick, Chonhee	11/10/20	12/18/20	EC	23.17	Data Systems Tech/translation
9.	Muniz, Maria	11/02/20	11/13/20	FU	33.42	LVN/addl hrs/as needed
10.	Sanchez, Guadalupe	12/08/20	05/28/21	SO	18.91	Food Svc Wkr/Add'l hrs/as needed
11.	Thornton, Michael	09/16/20	09/29/20	FU	22.51	Instr Aide/Add'l hrs/as needed
<b><u>HOURLY - Coaching Aide - General Fund</u></b>						
		<u>HIRE</u>	<u>END DATE</u>	<u>SITE</u>	<u>SALARY</u>	<u>COMMENTS</u>
12.	Barr, Davis	08/01/20	11/20/20	LH	\$ 590	Football
13.	Choat, Rhonda	08/07/20	05/28/21	BP	4,158	Color Guard
14.	Choat, Rhonda	08/11/20	06/10/21	TR	4,158	Color Guard
15.	Di Benedetto, Nancy	09/01/20	11/01/20	TR	1,250	Cross Country
16.	Dorrego, Sergio	08/01/20	11/30/20	SH	2,240	Aquatics
17.	Duarte, Stephanie	06/30/20	07/02/20	FU	182	Soccer
18.	Espindola, Louis	08/03/20	09/30/20	TR	547	Soccer
19.	Galvan, Jennifer	12/10/20	11/30/20	SO	4,158	Dance
20.	Guevara, Andrew	08/01/20	11/20/20	SH	721	Football
21.	Joshi, Sanjay	08/03/20	09/30/20	TR	274	Soccer
22.	Karavedas, Joseph	08/01/20	11/20/20	SH	721	Football
23.	Kim, Sharon	10/01/20	05/28/21	SO	2,078	Drill Team
24.	Lafortune, Shane	08/11/20	12/01/20	BP	2,737	Aquatics
25.	Maldonado Perez, Anthony	08/03/20	09/30/20	TR	274	Soccer
26.	Newton, Ron	09/01/20	11/20/20	SH	720	Football
27.	O'Donovan, Grady	02/01/21	03/31/21	BP	3,179	Football
28.	Rebollar Diaz, Ramnson	08/11/20	12/01/20	BP	1,825	Aquatics
29.	Rivera, Hiram	08/11/20	06/10/21	TR	1,663	Band Coach
30.	Sanchez Velazquez, Jorge	09/01/20	11/20/20	TR	1,250	Cross Country
31.	Velasquez, Alexis	06/30/20	07/02/20	FU	182	Soccer
<b><u>HOURLY - Activity Aide - General Fund</u></b>						
		<u>HIRE</u>	<u>END DATE</u>	<u>SITE</u>	<u>SALARY</u>	<u>COMMENTS</u>
32.	Jundanian, Dan	08/12/19	05/29/20	TR	\$ 912	Science Olympiad 2019/2020
33.	Luna, Fred	11/10/20	05/08/21	SH	798	Locker Maintenance
34.	Wahl, Kurt	08/12/19	05/29/20	TR	3,650	Science Olympiad 2019/2020

B.	<u>HOURLY - Student Worker - General Fund \$13</u>	<u>HIRE</u>	<u>END DATE</u>	<u>SITE</u>	<u>COMMENTS</u>
35.	Lauren Krynen	09/21/20	05/20/21	LH	Tutor

C.	<u>RESIGNATIONS/RETIREMENTS</u>	<u>END DATE</u>	<u>SITE</u>	<u>COMMENTS</u>
1.	Benecken, Danuta	11/16/20	LH	Food Svc Wrkr/resignation
2.	Gomez, Justino	11/13/20	DSC	Cust & Grounds Worker/deceased
3.	Gonzalez, Antonio	12/16/20	DTC	Transportation Scheduler/retirement
4.	Hanna, Georgina	12/18/20	LH	Instr Aide/resignation
5.	Howard, Rosalinda	12/31/20	LH	Instr Aide/resignation
6.	Sosnowski, Laura	12/02/20	EC	Buyer/resignation
7.	Wierzbicki, Honora	12/30/20	FU	Senior Records Clerk/retirement