

August 26, 2022

**Delivered via E-Mail**

DSoldani@aalrr.com

David A. Soldani  
Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Ct. Dr., Suite 300  
Cerritos, CA 90703

RE: Ventura County Christian School Tenancy

Dear Mr. Soldani,

This letter is a follow-up to my e-mail to you on August 24, 2022, wherein, I notified you that Bamieh & De Smeth, PLC represents Ventura County Christian School “VCCS” and I sought to discuss resolution of the tenancy issues between our clients.

This letter is a further attempt to discuss and to resolve the lease issues between Ventura County Christian School and Ventura Unified School District “VUSD.”

**Current Lease Provisions**

Ventura Unified School District prepared and offered VCCS a new lease effective July 1, 2022 – June 30, 2024. (See Enclosure 1.) Pursuant to that lease, VCCS’s rent was tripled from \$4,000.00 to \$12,000.00, along with an increased deposit of \$12,000.00. VCCS paid the first month rent and deposit of \$24,000.00. VUSD cashed this check; thus, rendering this new lease effective and enforceable. Similarly, VUSD has cashed VCCS’ \$12,000.00 check for August rent.

Pursuant to Paragraph 9 Option to Renew – VUSD must provide VCCS notice of the intent not to renew the lease prior to June 30, 2023, for the lease to expire on June 30, 2024. This minimum one-year notice was negotiated and entered with the understanding of the undue burden that would be placed on VCCS to find a new school site without such reasonable notice.

On August 19, 2022, in a meeting with Superintendent, Dr. Antonio Castro, Rebecca Chandler and yourself, VCCS for the first time learned that VUSD was alleging that the Washington School classroom building was unsafe to be used as a school site for minor children. This was particularly shocking as VCCS undertook it upon themselves in 2003 to hire structural engineers to ensure the seismic stability of the classroom building. Vinci & Associates structural

engineers determined that the building “is structurally sound and acceptable to occupy for use as a private elementary through high school facility.” (Enclosure 2 at pg. 8 – Vinci & Associates 2003 report.)

VUSD’s position is also suspect in light of the August 11, 2022, report provided from Nineteen Six Architects & Engineers, which nowhere states that the school building is uninhabitable or unsafe for continued use. Rather the report just makes recommendations for a “Tier 2/3 level of analysis along with, a material testing program, adding wall stiffening framing, brace any suspended mechanical units, provide lateral bracing for cabinets that exceed 6 feet in height, and provide secondary support for corridor slabs supported by unreinforced masonry walls.” This fails to provide sufficient evidence that the school building is unsafe for continued use by VCCS; thus, VUSD cannot invoke the Paragraph 10 of the lease to terminate the 2-year lease term.

VUSD’s position is further contradicted by a new report issued by Vinci & Associates on August 26, 2022. See Enclosure 3. In this updated report, Vinci & Associates affirmed their finding that the building is structurally sound and acceptable to occupy as a private elementary through high school. Furthermore, the report finds that several of the recommendations by Nineteen Six Architect’s report are either redundant and unnecessary or are easy to address and solve.

Considering these reports and findings, VUSD’s motive for attempting to terminate VCCS’s lease on such short notice comes into question.

### **Violation of Religious Liberties**

We are currently investigating VCCS’ legal claims of religious discrimination and intolerance on the part of VUSD and specific members of the board.

Prior to this abrupt pre-textual claim about the habitability of the classroom building, VUSD made unlawful demands that violate VCCS’ exercise of the tenets of their Christian faith. VUSD insisted that VCCS not be allowed to hire Christian only staff and teachers; thereby, denying their constitutional right to freedom of religion and the rights of each of the families who choose to send their children to VCCS to be educated in the Christian faith.

This was explicitly demanded in Paragraph 19 of the lease, wherein, VCCS asked that their religious liberties not be ignored by striking out the word religion from the non-discrimination clause. VUSD refused and this appears to be the motivating reason, VUSD changed course and has abruptly attempted to terminate their tenancy. It is important to note, that paragraph 19 violates Education Code § 221, which states that the nondiscrimination provisions in Educ. Code § 220 (which mirror paragraph 19 of the lease) “shall not apply to an educational institution that is controlled by a religious organization if the application would not be consistent with the religious tenets of that organization.”

Moreover, VUSD's anti-Christian provision and stance violates the 1<sup>st</sup> Amendment rights of VCCS, its staff, and students, along with the Establishment Clause. In *Lemon v. Kurtzman*, 403 U.S. 602 (1971), the United States Supreme Court held that states cannot take any action unless it meets the following three-prong test: (1) it has a primarily secular purpose; (2) its principal effect neither aids nor inhibits religion; and (3) government and religion are not excessively entangled. VUSD is in violation of prong two and three, as it seeks to inhibit VCCS' exercise of their Christian faith and thus as an arm of the State has attempted to become excessively entangled in VCCS' exercise of their Christian faith. Such unconstitutional conduct cannot be permitted.

### **Duty to Preserve Evidence**

This letter notifies Ventura Unified School District, its employees, board members, and any other agents of VUSD of its obligation under California's discovery rules to begin preserving potentially relevant evidence when litigation is reasonably foreseeable. This letter informs VUSD, its attorneys, agents, employees, contractors and/or affiliates that litigation is imminent and that your legal duty to preserve all relevant evidence is in full force and effect. Because of its format, electronically stored information is easily deleted, modified and/or corrupted. Please be advised that despite the pliable nature of electronic information, the laws and rules prohibiting destruction or manipulation of other forms of evidence apply with full effect to this type of information. While destruction of electronic data may occur routinely in the regular course of business, selective destruction of evidence may generate suspicion and may, depending upon the circumstances, constitute spoliation of evidence. Monetary damages may be appropriate sanctions for destruction of evidence relevant, or potentially relevant, to our client's claims.

You have an obligation to preserve any documents and information, electronically stored or otherwise, including but not limited to data that may relate to any of the following:

- Communications between VUSD employees, administrators, board members, or other agents with any person related to VCCS;
- Emails, whether on personal or work accounts, between VUSD employees, administrators, board members, or other agents with any person related to VCCS;
- Text messages between VUSD employees, administrators, board members, or other agents with any person related to VCCS;
- Any other documents or data related to or mentioning VCCS.

### **Resolution of Legal Dispute**

VCCS detrimentally relied on VUSD's acceptance of their June and August rent payments that they would be able to begin school during the week of August 22nd. Due to VUSD's pretextual claim of unsafe conditions to the school room building, VCCS had to postpone the start date of school causing them to lose numerous students.

If necessary VCCS will move to enforce the 2-year lease terms to allow them to continue

**Bamieh & De Smeth, PLC**

Re: VCCS v. VUSD

August 26, 2022; p. 4

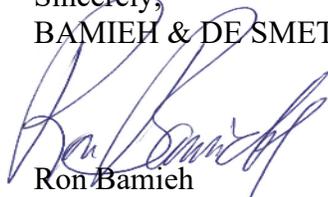
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to remain at the Washington School site. If compelled to do so, VCCS will seek reliance damages along with all incidental and consequential damages resulting from the loss of students, loss of tuition, costs of further engineering reports, and attorney's fees and cost to enforce the contract. Moreover, VCCS will pursue all state and federal legal remedies for the violations of their religious liberties.

VUSD's claims of changing locks of the school, attempting to allege trespass violations of law, and any other threat or claim that attempts to prevent the use of the MacMillian Property by VCCS will now end. VCCS will open the school Monday August 29, 2022, and students will start their 2022 school year. If VUSD desires to seek a court order to prevent the lawful use and enjoyment of the property by the legal leaseholder please inform our office of the legal action you wish to take and the Courtroom where it will be heard.

Considering the updated Vinci & Associates report, we ask that VUSD agree to abide by the 2022-2024 lease terms to allow VCCS to continue to operate as a Christian school without any further interference to the exercise of their religious freedoms. While the actions of VUSD in attempting to close a school that educates over 200 students are reprehensible and motivations for such actions is questionable at best, VCCS remains willing to forgive those actions and will work together with VUSD to work out a feasible resolution. However, if VUSD continues their tactics of intimidation and religious intolerance, VCCS will have no option but to pursue its legal remedies to ensure that they and the families they serve will be able to continue to worship freely and raise their children in their Christian faith.

Sincerely,  
BAMIEH & DE SMETH, PLC



Ron Bamieh  
Senior Partner



Monique L. Fierro  
Attorney

Enclosures

- 1 – Lease Agreement FY 2022-2024
- 2 – Vinci & Associates 2003 Report
- 3 – Vinci & Associates Aug. 25, 2022 Report



**VENTURA UNIFIED SCHOOL DISTRICT**  
**LEASE AGREEMENT**  
**FY 2022-2024**

This Lease Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2022 by and between Ventura Unified School District, a California Local Educational Agency (hereinafter referred to as "LEA"), and **Ventura County Christian School** (hereinafter referred to as "Lessee" (collectively, LEA and Lessee are referred to as the Parties)

Recitals:

1. Whereas LEA owns property, located at 96 MacMillan Avenue, Ventura, CA 93001, as more particularly described in Exhibit A (the Premises), suitable for the purposes of Lessee.
2. Whereas LEA desires to allow Lessee to use the Premises for such purposes on the terms and conditions hereinafter set forth.
3. Whereas Lessee desires to use the Premises as described herein for such purposes.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, LEA hereby leases the Premises, as described in Exhibit A, attached hereto and incorporated herein by this reference, to Lessee. LEA shall at all times retain legal title to the Premises.
2. **Use of Premises.** Lessee will use Premises as more particularly described in Exhibit B, Use of Leased Premises, attached hereto and incorporated herein by this reference. Lessee warrants and represents that its use of the Premises will comply with applicable Federal, State and local laws, regulations, ordinances, codes and orders, including all health orders.
3. **Common Areas.** (Reserved)
4. **Employees, Participants, and Guests.**
  - a. Lessee is authorized to allow the following persons to enter the Premises for purposes of Lessee's operations (collectively Lessee Personnel):
    - 1) Staff employees conducting Lessee operations, cleaning the Premises, and making repairs authorized by this agreement,
    - 2) Participants of lessee operations,
    - 3) Contractors and vendors as may be hired by Lessee,
    - 4) Other guests reasonably related to the operations of Lessee.
  - b. Lessee shall remain solely responsible for any and all actions by Lessee Personnel and shall indemnify the LEA in accordance with section 29.
5. **Equipment, supplies, and Property.** Lessee may store and maintain any equipment, supplies or property related to the operations of Lessee on the Premises. Lessee shall remain solely

responsible for any equipment, supplies or property and shall indemnify the LEA in accordance with section 29.

6. **Term of Lease.** The term of this Agreement shall commence on July 1, 2022, and terminate on June 30, 2024, unless extended or earlier terminated as provided herein.
7. **Base Rent.** The monthly payment shall be Twelve Thousand dollars and Zero Cents (\$12,000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the first day of each month ("Base Rent"). Rent payment for any period during the term herein, which is for less than one (1) month, shall be a pro-rata portion of the monthly rent.
8. **Security Deposit.** In addition to the above, a deposit in the amount of Twelve-thousand dollars and Zero Cents (\$12,000), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held by the LEA for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the LEA.
9. **Option to Renew.** Lessee may have the right to renew the Lease with a total of two (2) renewal periods with each term being one (1) year which may be exercised by giving written notice to the LEA no less than 60 days prior to the expiration of the Lease or renewal period.

LEA shall prior to the end of the first year (i.e. June 30, 2023) give notice to Lessee of its intentions to not renew the Agreement. Upon such notice, the Agreement shall end on June 30, 2024. If notice is not given, the Parties shall negotiate terms of renewal. If renewal terms cannot be reached prior to the end of the term of this Agreement, the Agreement shall end on June 20, 2024.

10. **Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be unilaterally terminated by LEA provided that LEA shall not terminate this Agreement without good cause prior to June 30, 2024. For purpose of preceding sentence, "good cause" means (a) a material breach of the Agreement determined at the sole discretion of the LEA; or (2) LEA's discovery of information that reveals that the leased Premises is not safe for use for any purpose to include, but not limited to, a public or private school. Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or other events beyond the reasonable control of the applicable party. Such events include, but are not limited to, natural disasters, power outages, acts of terrorism, acts of war, civil unrest or riots, labor disputes, government orders, epidemics, pandemics quarantines, or equipment failure. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

11. **Holding Over.** Any holding over by Lessee after the expiration of the Initial Term (if not extended) or the last Extended Term exercised will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease; provided, however, that the amount of Rent owed by Lessee to LEA during any holdover month shall be equal to one hundred fifty percent (150%) of the Rent in effect at the expiration of the Initial Term (if not extended) or the last Extended Term.
12. **Surrender.** Lessee will, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to LEA the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.
13. **Expenses.** Lessee is obligated to pay expenses which includes utilities, custodial expenses, applicable taxes, charges or expenses of any nature whatsoever in connection with the lease and

operation of the Premises. The Lessee shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating plumbing, and electrical. The parking area, as well as the grounds and lands of the Premises, shall be maintained by the Lessee including the removal of any environmental hazards.

Lessee shall pay for utilities to include natural gas, electricity, water and telephone/internet or telecommunications as may be required in the operation and use of the Premises.

The Lessee may with the approval of the LEA place signage. Any permanent signage must be permitted in accordance with section 17.f.

14. **Default And Possession:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the LEA may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the LEA as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the LEA shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the LEA in violation of its security interest in said items of personal property. Furthermore, in the event of default, the LEA may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or improvements of the Lessee, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the LEA may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

15. **Sublet or Assignment.** The Lessee may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the LEA.

Nothing contained herein shall prevent Lessee from employing independent associates, contractors, and consultants as Lessee may deem appropriate to assist in the performance of operations of Lessee. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.

Without limiting the generality of the foregoing, LEA acknowledges and approves, provided Lessee submits the required documentation for LEA's review and approval to include, but not limited to, sublease agreements, proof of insurance, endorsement naming LEA as additional insured, sublessee's intended use of the premises and any other relevant documentation required by LEA, of the following existing sublessees of the leased Premises:

- Redeemer's Church (previously named Harvest Church)
- Billy Clower Dance Studio
- Mad Skillz Baseball

16. **Alterations.** Lessee will not make or allow any alterations, installations, additions, or improvements in or to the Premises without LEA's prior written consent, which may be withheld in LEA's sole discretion.

17. **Obligations of Lessee**

- a. The Lessee shall provide all materials, furnishings, and equipment necessary for the use of the Premises. Lessee is responsible for all costs associated with such materials, furnishings, and equipment.
- b. The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.
- c. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their officers, agents, employees, volunteers, attendees, guests, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the LEA, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.
- d. The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or officers, agents, employees, volunteers, attendees, guests, or any independent contractors. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.
- e. At all times during Lessee's use of the Premises, Lessee shall provide personnel responsible for monitoring the Premises to:
  - 1) Ensure no unauthorized person enter the Premises,
  - 2) Prevent any unauthorized activities or illegal actions from occurring on the Premises, and
  - 3) Protect the condition of the Premises.
- f. Lessee agrees to comply with and observe all provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department of Public Health, Governor or other state and local agencies related to private schools, and operations of Lessee in the use of the Premises, including school reopening plans adopted by the LEA. Lessee will, at its own cost and expense, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks and sanitization of the Premises.

18. **Compliance with Laws.** In addition to section 17.f, Lessee hereby agrees that Lessee, officers, agents, employees, and subcontractors of Lessee shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

19. **Non-Discrimination and Equal Opportunity.** Lessee represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, ~~religion~~, sex/gender, and sexual orientation.

20. **Licenses and Permits.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the LEA and/or their agents or any local, state, or federal officials upon demand.

21. **Legal Restrictions.**

- a. No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the Premises at any time.
- b. The carrying of weapons is not allowed on the Premises except by on-duty, sworn law enforcement personnel.
- c. No device with produces flames, sparks, smoke, or explosions is allowed on the Premises without prior written permission of the LEA, which may be withheld in LEA's sole discretion, and appropriate safety measures and permits are in place.

Without limiting the generality of the forgoing, LEA acknowledges and approves of the following items currently in use:

- For Chemistry class, a portable propane can with a connector on top that allows a small stream of propane to escape, which the teacher lights with a standard lighter
  - Standard lighters to light the pilot lights on the heaters in the building and the stove in the kitchen
- d. LEA reserves the right to remove any person or persons at any time from the Premises that LEA deems, in its sole discretion, to be unruly or a threat to the safety, welfare or security of the Premises or LEA personnel.

22. **Hazardous Materials.**

- a. During the term of this Agreement or extension thereof, Lessee shall not use or cause to be used any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances on the Premises without prior written permission from LEA, which may be withheld in LEA's sole discretion.

Without limiting the generality of the foregoing, LEA acknowledges and approves of the following items currently in use:

- For science classes: acetone
  - For science classes: isopropyl alcohol
- b. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of Lessee's operations such as office supplies and cleaning supplies. Such supplies shall be used in compliance with any applicable laws, regulations, and LEA policies.
    - 1) All disinfecting supplies shall be used in compliance with the Healthy Schools Act, California *Education Code* sections 17608 et seq.

23. **Quiet Enjoyment.** LEA represents and warrants that LEA has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions and obligations of Lessee contained in this Lease, will

peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

24. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the LEA makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the LEA shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
25. **Right of Entry:** It is agreed and understood that the LEA and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the LEA under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance, or repair of the Premises.
26. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery,
  - b. Overnight commercial courier,
  - c. Certified or registered prepaid U.S. mail, return receipt requested, or
  - d. Electronic mail or electronic facsimile transmission, provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.
- If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the LEA and the Lessee as follows:

Ventura Unified School District  
Local Educational Agency

Attn: Dr. Rebecca Chandler

255 W. Stanley Avenue, Suite 100  
Street

Ventura, CA 93001  
City, State, Zip Code

Rebecca.Chandler@venturausd.org  
E-mail Address

(805) 241-5000 ext. 1202  
Telephone

Ventura County Christian School  
Lessee

Attn: Dr. Perry Geue

96 MacMillan Avenue  
Street

Ventura, CA 93001  
City, State, Zip Code

vccsoffice@gmail.com  
E-mail Address

(805) 641-0187  
Telephone

27. **Repairs and Maintenance.** LEA will, at LEA's sole expense, repair and maintain the Premises, to include the structural portions of the Premises but not the non-structural portions of the Premises, in good order and condition (reasonable wear and tear excepted); provided, however, that if structural repair and maintenance is necessitated by the Lessee's improvements, if allowed by

written amendment to this Agreement, then such repair and maintenance shall be at Lessee's sole cost and expense.

28. **Damage to Leased Premises.** In the event the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee or officers, agents, employees, volunteers, attendees, guests, or any independent contractors, and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the LEA, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the LEA's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

29. **Indemnification.** To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Lessee or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Lessee, whether such act or omission is authorized by this Agreement or not. Lessee also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Lessee, Lessee's agents, employees, participants, vendors, customers or subcontractors. Lessee further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

30. **Insurance.** Lessee, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Lessee shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Use of Leased Premises	\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Lessee in connection with the Facilities described in this Agreement shall maintain such insurance unless the Lessee's insurance covers the subcontractor and its employees.

b. Automobile Liability. Lessee shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

c. Workers' Compensation Insurance.

Lessee shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Lessee shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work, which is subcontracted, Lessee shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Lessee's Workers' Compensation Insurance.

d. Property Insurance.

Lessee shall procure and maintain, during the term of this Agreement, Property Insurance against all risks of loss, including but not limited to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause to any Lessee personal property, fixtures, equipment, inventory and vehicles, at full replacement cost with no coinsurance penalty provision.

e. Other Coverage as Dictated by the LEA. Lessee shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<del>Business Interruption</del>		

f. If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.

g. Lessee's insurance is primary and will not seek contribution from any other insurance available to the LEA.

h. Certificates of Insurance. Lessee shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the Lease under this Agreement.

i. Endorsements. Lessee and any and all Lessee subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.

1) General Liability

Use of Leased Premises: CG 20 11 10 01;

2) Legal Liability Coverage (Property Coverage)

ISO Form CP 00 40 04 02

3) Primary, Non-Contributory

CG 20 01 01 13

4) Waiver of Subrogation

CG 24 04 05 09

5) Commercial Automobile Liability

CA 20 48 10 13

- j. Lessee and any and all Lessee subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the LEA. Lessee shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs. In the event that Lessee's deductibles or self-insured retentions collectively total more than \$25,000.00, LEA reserves the right to request proof of Lessee's financial solvency in relation to remittance thereof or require Lessee to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.
- m. Insurance written on a "claims made" basis is to be renewed by the Lessee and all Lessee subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Lessee for all claims made.
- n. Failure to Procure Insurance. Failure on the part of Lessee or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

31. **Governing Law and Venues.** Lessee hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of the LEA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California or other court as mutually agreed by both parties. Lessee hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Lessee further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

32. **Dispute Resolution**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 33, Attorneys' Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys'

fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

33. **Attorneys' Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.
34. **Public Record.** Lessee acknowledges that this Lease is a public record within the meaning of the California Public Records Act, Government Code Section 6250 et seq., which the LEA must disclose upon request pursuant to such Government Code sections.
35. **Nature of Agreement.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
36. **Nature of Relationship.**
  - a. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, employment or agent relationship, or other agreement between the LEA and Lessee. Lessee is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the LEA or to bind the LEA in any manner.
  - b. Lessee shall not imply, indicate or otherwise suggest that Lessee's use of the Premises and/or related activities are connected or affiliated with, or are endorsed, favored, or supported by, or are opposed by the LEA. No signage, notices, or other material may reference the LEA, any school name, logo or mascot without the prior written permission from LEA, which may be withheld in LEA's sole discretion.
37. **Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
38. **Waiver.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

- 39. **Severability.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
- 40. **Paragraph Headings.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 41. **Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.
- 42. **Authority.** Lessee represents and warrants that Lessee has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Dr. Rebecca Chandler</p> <p>Name</p> <p>_____</p> <p>Assistant Superintendent, Business Services</p> <p>Title</p> <p>_____</p> <p>255 W. Stanley Avenue, Suite 100</p> <p>Street</p> <p>_____</p> <p>Ventura, CA 93001</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Rebecca.Chandler@venturausd.org</p> <p>E-mail Address</p> <p>_____</p> <p>(805) 641-5000 ext. 1202</p> <p>Telephone</p>	<p>_____</p> <p>Ventura County Christian School</p> <p>Lessee</p> <p style="text-align: center;"><i>Perry Geue</i></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Dr. Perry Geue</p> <p>Name</p> <p>_____</p> <p>Administrator</p> <p>Title</p> <p>_____</p> <p>96 MacMillan Avenue</p> <p>Street</p> <p>_____</p> <p>Ventura, CA 93001</p> <p>City, State, Zip Code</p> <p>_____</p> <p>vccoffice@gmail.com</p> <p>E-mail Address</p> <p>_____</p> <p>(805) 641-0187</p> <p>Telephone</p>
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**Exhibit A**

Description of Leased Premises

LEA agrees to lease to Lessee the following described Premises:

The premises and grounds known as the Washington School site located 96 MacMillan Avenue, Ventura, CA 93001-3325.

**Exhibit B**  
Use of Leased Premises

**Premises Use and Purpose**

The premises and grounds will be used as a private school with grades K-12.

December 11, 2003

Ventura County Christian High School  
65 MacMillan Avenue  
Ventura, CA 93001

Attention: Lisa Darby

Subject: Investigational testing of existing shotcrete wall thickness & reinforcing

Project: Ventura County Christian High School  
Washington Elementary School  
MacMillan Avenue, Ventura, California  
V&A Project No. 03-1975

The purpose of this report is to outline a testing program of the existing shotcrete walls to determine the thickness of concrete and the reinforcing in order to perform an analysis of the structure as requested by the City of Ventura during our on-site meeting.

#### **DESCRIPTION OF BUILDING:**

The building is a one & two-story public elementary school building constructed circa 1924. The roof is constructed of 1x spaced sheathing over built-in-place wood trusses supported by the exterior walls. The floors are constructed of 1x diagonal sheathing supported by interior posts/piers and the exterior walls. The exterior and interior bearing walls are constructed of unreinforced brick masonry, with shotcrete on the exterior face of the wall.

Based upon the information received, the building experienced significant settlement in the southeast corner, especially adjacent to the interior courtyard, sometime between 1924 and 1940. The foundation was underpinned and shotcrete was added to the exterior walls in the 1940's to 1950's, and little settlement has occurred since this repair.

#### **ENCLOSURES:**

A1 Key Plan Identifying Approximate Recommended Testing Locations

#### **SUMMARY OF REQUIRED TESTING:**

In order to perform our analysis of the structure, the following information is required at each test location:

- Thickness of brick-masonry wall
- Thickness of shotcrete/concrete applied to wall
- Reinforcing size and spacing in shotcrete/concrete portion of the wall
- Compressive strength of concrete (psi)

Method of testing to determine these results may be up to the testing laboratory, and shall be done in the least destructive and cost effective manner.

# VINCI & ASSOCIATES

Testing Program – Ventura County Christian High School  
December 11, 2003  
Page 2

## PRESENTATION OF RESULTS:

Once the testing has been performed, the testing agency shall provide a report of the results of each of the items above for each of the locations identified on A1. A copy of this report shall be submitted to:

Lisa Darby  
Ventura County Christian High School  
65 MacMillan Avenue  
Ventura, CA 93001

Nick Deitch, R.A.  
Main Street Architects  
422 E. Main Street  
Ventura, CA 93001

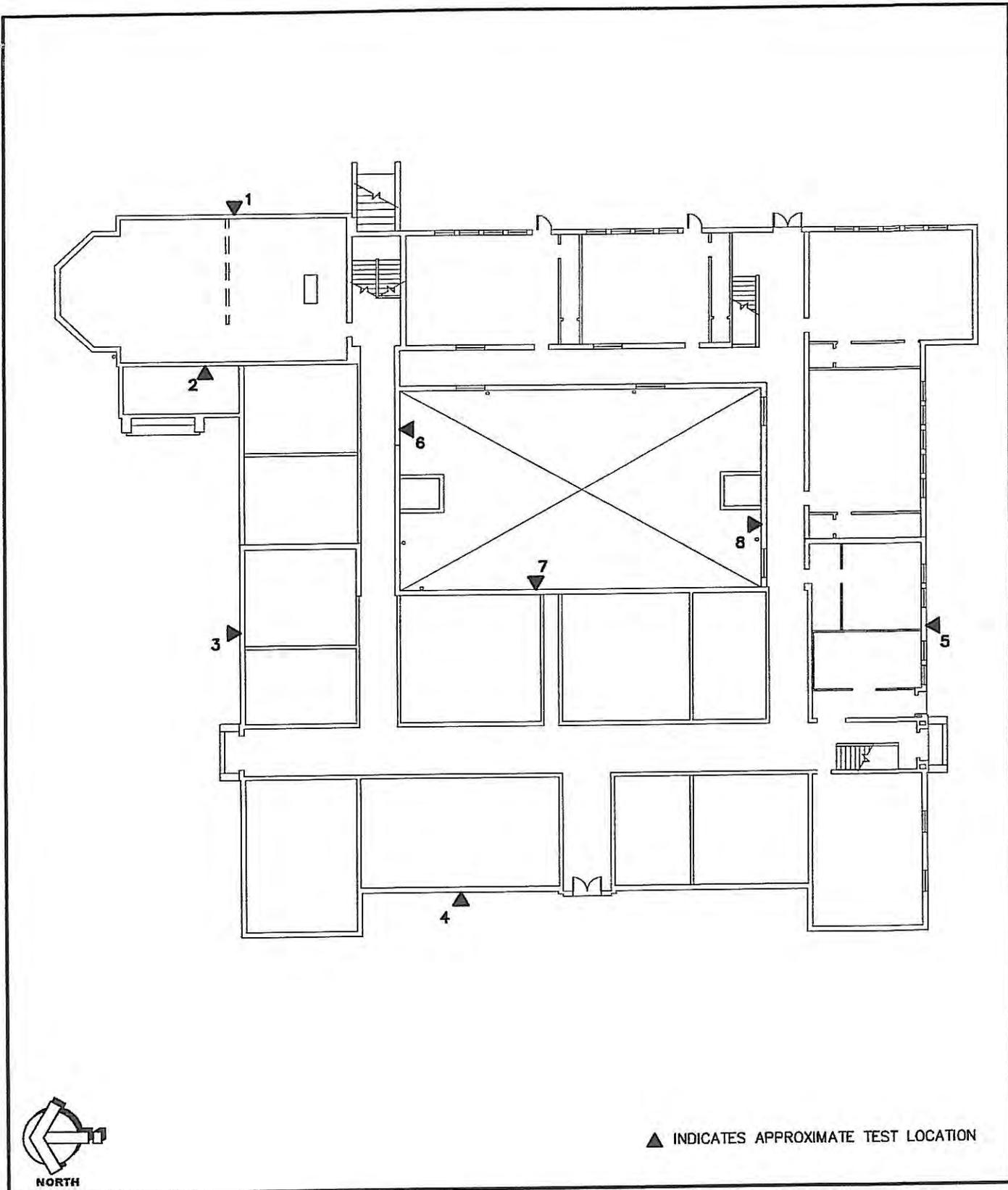
James R. Vinci, S.E.  
Vinci & Associates  
31324 Via Colinas, Suite 101  
Westlake Village, CA 91362

Our professional services have been performed using the degree of care and skill ordinarily exercised under similar circumstances by reputable engineers practicing in this locality. No other warranty, expressed or implied, is made as to the professional opinions included in this report. We hope this provides you with the information you need at this time. Please call us if you have any questions regarding this report.

Sincerely,

**VINCI & ASSOCIATES**

James R. Vinci, S.E.  
License No. S-4411



▲ INDICATES APPROXIMATE TEST LOCATION

TESTING KEY PLAN

**VINCI & ASSOCIATES**  
*Structural Engineers*  
 31324 VIA COLINAS, SUITE 101, WESTLAKE VILLAGE, CA 91362  
 - 818.575.9531 - 818.575.9581 - vincin@vinciassociates.com

PROJECT: 03-1975  
**VENTURA CO. CHRISTIAN H.S.**  
 MacMillan Avenue  
 Ventura, California  
 DATE: 12/11/03  
 DRAWN BY: JRV

**A1**

# VINCI & ASSOCIATES

*Structural Engineers*

## MEMORANDUM

**DATE:** December 11, 2003

**TO:** James Thorton  
BTC Laboratories  
2978 Seaborg Avenue  
Ventura, CA 93003  
Fax (805) 656-1263

**FROM:** James R. Vinci, S.E.

**SUBJECT:** Field Testing of Existing Shotcrete/Brick Masonry Walls

**PROJECT:** Ventura County Christian High School  
(Existing Washington Elementary School Campus)  
MacMillan Avenue, Ventura  
V&A Project No. 02-1975

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As discussed several weeks ago, please find attached a testing program for the Ventura County Christian High School project. Please contact Lisa Darby at the High School to coordinate Payment/contract:

Lisa Darby  
Ventura County Christian High School  
65 MacMillan Avenue  
Ventura, CA 93001

Phone – (805) 641-0187  
Fax – (805) 641-0252

Once you have had a chance to review the proposed testing program, give me a call to coordinate the testing, and someone from our office will meet you at the site to get you started.

Thanks for your help. Please call if you have any questions.

cc: Lisa Darby (VCCHS) – fax (805) 641-0252  
Nick Deitch (Main Street Architects) – fax (805) 652-1532

August 25, 2005

City of San Buenaventura  
501 Poli Street – P.O. Box 99  
Ventura, CA 93002-0099

Attention: Andrew Stuffer  
Building Official / Fire Marshal

Subject: Structural Review of Existing Structure

Project: Ventura County Christian High School  
Washington Elementary School  
65 MacMillan Avenue, Ventura, California  
V&A Project No. 03-1975

The purpose of this report is provide structural review of the existing structure as requested by the City of San Buenaventura.

#### **REFERENCES:**

- Original drawings for the front one-story portion of the structure prepared by Mott M. Marston Architect, dated November 22, 1924. (Sheets 1 through 10)
- Original drawings for the rear two-story portion of the structure prepared by Mott M. Marston Architect, dated September 13, 1928. (Sheets 1 through 5)
- Structural Alterations to the Washington School prepared by Harold E. Burkett, Architect & Paul E. Jeffers, Structural Engineer dated November 4, 1933. (Sheets 1 through 11)
- Rehabilitation Main Classroom Building of the Washington School prepared by Fisher and Wilde, Architects dated March 11, 1957. (Sheets 1 through 13, M1, M2, E1, E2)
- Liquefaction Study for Washington School, Ventura, California prepared by Earth Systems Southern California, Report No. VT-22426-01 dated March 29, 2001.
- Report of Concrete Core Tests prepared by BTC – U.S. Labs, Report No. 63169, dated February 2, 2004.

#### **ENCLOSURES:**

- SR1: Repair Detail of Previously Installed Ceiling Support
- SR2: Recommended Anchorage Detail of Canopy

# VINCI & ASSOCIATES

Structural Review of Existing Building – Ventura County Christian High School  
August 25, 2004  
Page 2

## **DESCRIPTION OF BUILDING:**

The building is a one & two story structure constructed circa 1926. The roof is constructed of 1x straight sheathing over built-in-place timber trusses supported by exterior and interior walls. The floor is constructed of 1x diagonal sheathing over 2" nominal timber floor joists supported by timber girders or perimeter bearing walls. The corridor floor is constructed of a cast-in-place concrete structural slab supported by concrete stem walls. The exterior and interior bearing walls are constructed of approximately 4" of shotcrete over unreinforced brick masonry. The interior partitions are constructed of approximately 4" shotcrete over hollow clay tile partitions. The foundation system is comprised of standard conventional spread footings with a slab-on-grade at the lowest level.

The lateral resisting system of the building consists of wood sheathed roof and floors, with an additional steel/wood horizontal bracing system at the roof, to distribute the lateral forces into the shotcrete covered shear walls.

## **HISTORY OF STRUCTURE:**

Following the initial construction of the rear two-story portion of the building, severe settlement occurred in the southwest corner of the interior courtyard. Although the cause of this settlement is unclear, it was likely a combination of construction of the building on uncompacted fill and excessive water migration into the southeast corner of the courtyard.

Likely as a result of the excessive settlement, the building was repaired and retrofitted in 1933. The retrofit included the following items:

- The addition of approximately 4" of concrete to the exterior unreinforced brick masonry walls,
- The addition of concrete to the interior clay partition walls
- The replacement of interior stud partition walls with 6" reinforced concrete walls.
- The addition of horizontal truss bracing at the roof and floors, with the addition of a concrete bond beam to provide adequate connection of the horizontal bracing at the perimeter.
- Diagonal wood bracing to the underfloor areas of the wood-framed floors.
- Enlargement/addition to the existing foundation in various locations.

Following the repair/retrofit of the structure, the facility was utilized as a public elementary school until approximately 10 years ago. No change in the condition of the building was noted as a reason for the closing of the facility. The building has been left vacant, and unmaintained until now.

# VINCI & ASSOCIATES

Structural Review of Existing Building – Ventura County Christian High School  
August 25, 2004  
Page 3

No additional settlement has been recorded, or can currently be observed following this extensive reinforcing and retrofit. No evidence of cracks in the walls or slabs can be observed, even at the areas where the initial settlement was the most severe.

## **SUMMARY OF TESTING:**

In order to evaluate the condition of the original construction and review the accuracy of the original repair drawings for the project, core tests were taken at various locations throughout the structure in order to verify the shotcrete thickness, strength and reinforcing.

The testing program consisted of taking 4" diameter cores of the perimeter walls to determine the depth, reinforcing and concrete strength. The testing was performed by BTC Labs in Ventura, California. Based upon our review of the results of the tests, the depth of shotcrete was verified to be approximately 4.5 to 5", and was found to have a compressive strength from 5,380 psi minimum to as high as 10,870 psi.

## **SUMMARY OF REPAIRS COMPLETED:**

James R. Vinci, S.E. of Vinci & Associates visited the site on Thursday, August 19, 2004 in order to review the items repaired to date and perform a final review of the structural systems of the structure. The following is a summary of the "structural" items observed to have been repaired:

1. The ceiling above the southwest corridor was observed to have been reframed due to decay and water damage. The new ceiling framing consisted of 2x framing hung from ledgers epoxy or wedge anchored into the existing concrete walls. The repair was acceptable and in excess of code requirements.
2. The stair on the southwest side of the courtyard has been removed due to decay. A new stair is to be installed, but is currently being fabricated. The school has plans to lock the doors to the courtyard at this side of the building until the stairs can be completed.
3. A portion of the floor sheathing below the "fireside room" and an adjacent classroom has been replaced due to decay. The joists adjacent were observed to be sufficient and free of decay. The repair was observed to be acceptable.
4. The covered roof adjacent to the "fireside room" was completely removed and replaced due to decay. The new roof structure was framed to match the existing framing. Although this repair is adequate, it is recommended that wall anchorage be added to provide a positive connection between the brick masonry walls and the roof structure.
5. The ceiling head-out was repaired at the northwest corner of the building. The ceiling was supported by installing a double 2x10 on top of the existing ceiling joists with hangers to the joists below. Although adequate to support the gravity loads, this connection may fail during a seismic event, and should be further reinforced.

# VINCI & ASSOCIATES

Structural Review of Existing Building – Ventura County Christian High School  
August 25, 2004  
Page 4

6. One truss top chord was observed to have significant termite damage. This item has not yet been repaired, but will require removal and replacement of this damaged member.
7. Cosmetic repairs were observed throughout the structure including refinishing of floors, re-plastering of walls, replacement of ceilings, and painting.

## CONCLUSIONS AND RECOMMENDATIONS:

Based upon our review of the site, the review of the original and repair/retrofit drawings, and available reports by others, it is our professional opinion that the building is constructed to a greater standard than other similar buildings constructed during the same era. Some of the features observed not common to buildings of this era include:

- Reinforced shotcrete has been applied to all unreinforced brick walls, strengthening the in plane and out of plane capacities of the bearing walls.
- Reinforced shotcrete has been applied to the hollow clay interior partition walls. Although these items are “non-structural”, they tend to be a high falling hazard during moderate to major seismic events due to the nature of their construction. The added shotcrete will “hold” the wall together, and eliminate the falling hazard.
- The exterior and interior brick masonry walls were observed to have black iron hook type wall anchors at 4’ to 8’ on center typical throughout the structure. In other similar structures, these anchors have been tested in excess of 8,000 lbs, and therefore will provide adequate wall anchorage during a seismic event.
- The horizontal steel/wood bracing system within the roof structure provides additional diaphragm strength, as well as enhances the wall/roof anchorage.
- The underfloor framing has been braced excessively with diagonal timber braces, minimizing movement of the floor system and hindering differential settlement in the future.

As a result of our review, the building is structurally sound and acceptable to occupy for use as a private elementary through high school facility. Although this building is not in compliance with the structural section of the 2001 Edition of the California Building Code, it should provide adequate life safety and performance during a moderate to major seismic event.

Based upon our review, we recommend three items which should be addressed in the near future, with one being repaired/addressed prior to opening of the school. The following is a summary of the recommended items:

# VINCI & ASSOCIATES

Structural Review of Existing Building – Ventura County Christian High School  
August 25, 2004  
Page 5

1. The support of the ceiling above the northwest corridor is substandard, and should be repaired in order to mitigate ceiling failure during a moderate to major seismic event. The existing installation can be repaired by adding a solid wood block and an epoxy anchor into the existing concrete wall per the attached detail SR1. It is recommended that this item be addressed BEFORE occupying the facility.
2. The exterior covered roof adjacent to the "fireside room" has been repaired per the original construction. It is recommended that positive roof/wall anchorage be added to provide protection against the perimeter brick masonry columns falling outward. This positive anchorage can be achieved with anchors from the joists to the wall at the exterior, and then providing connection of the joists to the existing building roof structure. Refer to attached detail SR2 for recommended repair. It is recommended that this item be addressed within the next six months.
3. One of the existing roof trusses was observed to have significant termite damage in the top chord on the southwest side of the building. Due to the framing of the roof structure, no sign of distress or excessive deflection of the roof in this area was observed. Prior to re-roofing this portion of the structure, it is recommended that the top chord of the truss be replaced. It is recommended that until this truss can be replaced that the roof be marked to eliminate a worker stepping in this area prior to repair. It is recommended that the area be marked immediately, but the replacement of the member should take place within the next six months.

No other items were observed that require attention structurally.

Our professional services have been performed using the degree of care and skill ordinarily exercised under similar circumstances by reputable engineers practicing in this locality. No other warranty, expressed or implied, is made as to the professional options included in this report. We hope this provides you with the information you need at this time. Please call us if you have any questions regarding this report.

Sincerely,

**VINCI & ASSOCIATES**

James R. Vinci, S.E.  
License No. S-4411

cc: Nicholas Deitch, R.A., Mainstreet Architects – fax 805.652-1532  
Lisa Darby, Ventura Christian School



**BTC - USL**  
**U.S. LABS**

### REPORT OF CONCRETE CORE TESTS

Project: Ventura County Christian High School  
Address: 65 MacMillan Ave., Ventura  
Owner: Ventura County Christian High School  
Contractor: --  
Architect: --  
Engineer: Vinci & Associates

JOB NO: 63169  
LAB NO: 040040  
Date: Feb. 2, 2004

Location in Structure:	See attached sheet.			
Date Placed:	Not Available			
Date Cored:	1/9, 13, 16/04			
Cored By:	M.B. & S.L. of BTC Labs			
Identification Mark:	1	2	3	4
Test Type:	Compressive	Compressive	Compressive	Compressive
Date Tested:	1/29/04	1/29/04	1/29/04	1/29/04
Age of Testing:	-	-	-	-
Depth of Core:	8.00	6.00	8.20	8.20
Diameter of Core:	4.09	4.09	4.09	4.09
Length (Capped):	5.15	4.12	4.52	4.60
Area:	13.14	13.14	13.14	13.14
Crushing Load:	153,240	122,870	107,960	78,080
PSI:	11662	9351	8216	5942
Length/Diameter Ratio:	1.26	1.01	1.11	1.12
L/D Factor: [ ]UBC [ x ]ASTM	0.932	0.874	0.904	0.906
Corrected PSI:	10,870	8,170	7,430	5,380
Specified 28 day Compressive Strength, PSI:	Not Available	Not Available	Not Available	Not Available
Type of Break:	Cone	Cone	Shear	Cone

Remarks:

Copies: 1-Ventura Co. Christian H.S./Lisa D.  
1-Vinci & Assoc./James V.  
1-File

**REPORT OF CONCRETE CORE TESTS**

Location in Structure:	See attached sheet.			
Date Placed:	Not Available			
Date Cored:	1/9, 13, 16/04			
Cored By:	M.B. & S.L. of BTC Labs			
Identification Mark:	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Test Type:	Compressive	Compressive	Saved	Saved
Date Tested:	1/29/04	1/29/04	Not Tested	Not Tested
Age of Testing:	-	-		
Depth of Core:	5.20	5.40		
Diameter of Core:	4.09	4.09		
Length (Capped):	4.91	4.35		
Area:	13.14	13.14		
Crushing Load:	136,740	92,880		
PSI:	10406	7068		
Length/Diameter Ratio:	1.20	1.06		
L/D Factor: [ ]UBC [ x ]ASTM	0.923	0.890		
Corrected PSI:	9,600	6,290		
Specified 28 day Compressive Strength, PSI:	Not Available	Not Available		
Type of Break:	Cone	Shear		

Remarks:

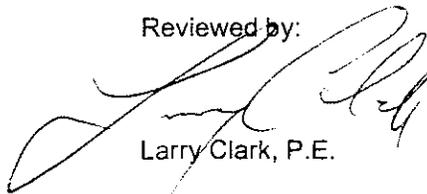
Respectfully submitted,  
 BTC LABORATORIES, INC.



Dennis Felton, Lab Supervisor

DF:hra

Reviewed by:



Larry Clark, P.E.

# VINCI & ASSOCIATES

Structural Engineers

## MEMORANDUM

**DATE:** June 28, 2005

**TO:** Lisa Darby  
Ventura County Christian High School  
65 MacMillan Avenue, Ventura, CA 93001  
Fax (805) 641-0252

**FROM:** James R. Vinci, S.E.

**SUBJECT:** Revised Detail for Anchorage of Exterior Canopy

**PROJECT:** Ventura County Christian High School  
65 MacMillan Avenue, Ventura, California  
V&A Project No. 02-1975

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As discussed many weeks ago, we have reviewed the anchorage of the canopy structure identified as SR2 in our previous report. Based upon our discussions, this is the only outstanding structural issue the City of San Buenaventura still has with the building.

We have revised SR2 as discussed eliminating the work required inside the attic space, and providing a tie between the exterior wall to the rafters, and from the rafters to the main building wall.

We hope this provides you with the information you need at this time. Thank you for your patience in receiving this detail. Please call if you have any questions regarding this revised detail.

cc: Nick Deitch (Main Street Architects) – fax (805) 652-1532

PROJECT: VENTURA CHRISTIAN SCHOOL  
65 MACMILLAN AVE  
VENTURA, CA  
 ITEM: REPAIR DETAIL

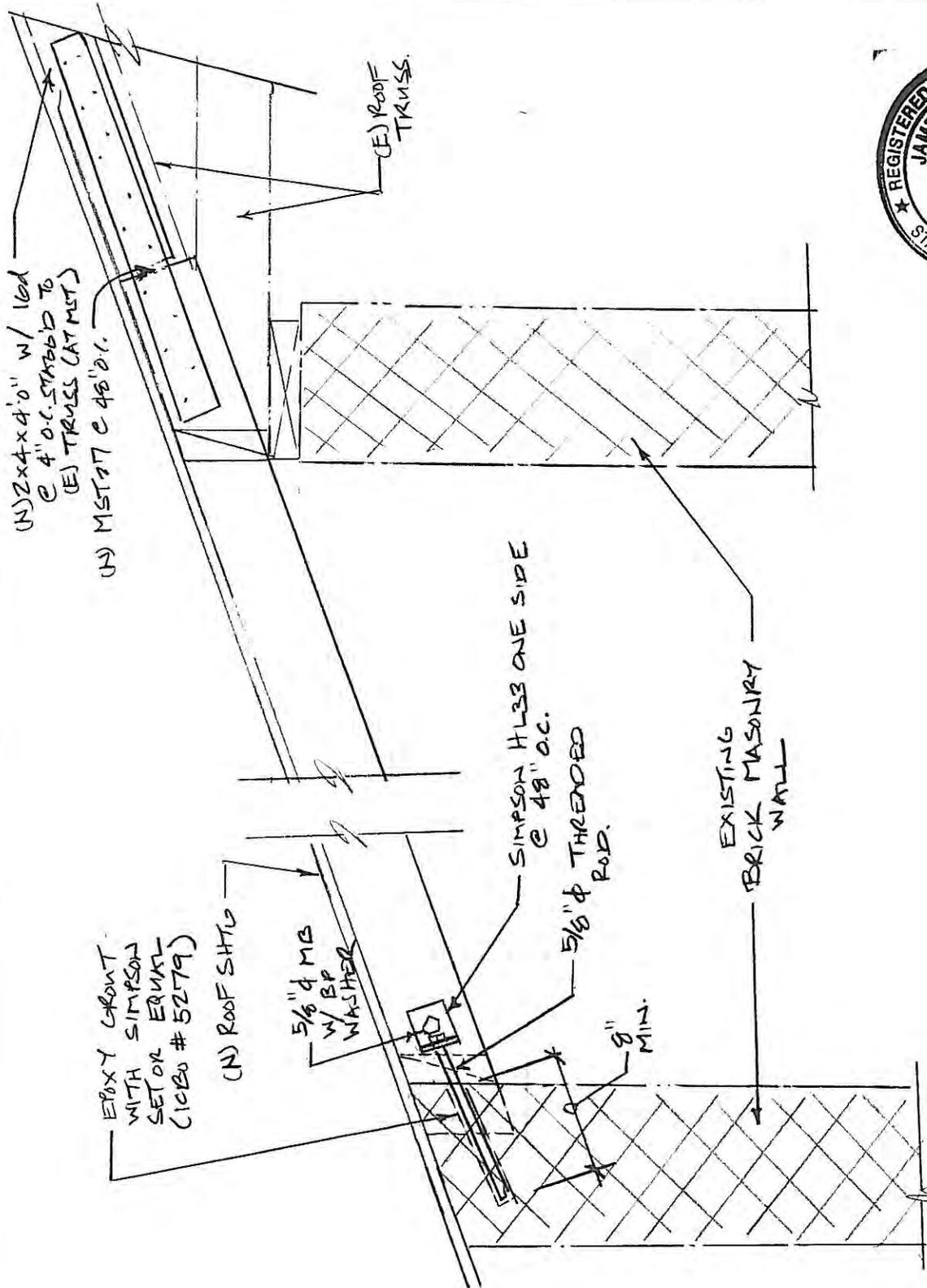
**VINCI & ASSOCIATES**

Structural Engineers

31324 VIA COLINAS, SUITE 101, WESTLAKE VILLAGE, CA 91362

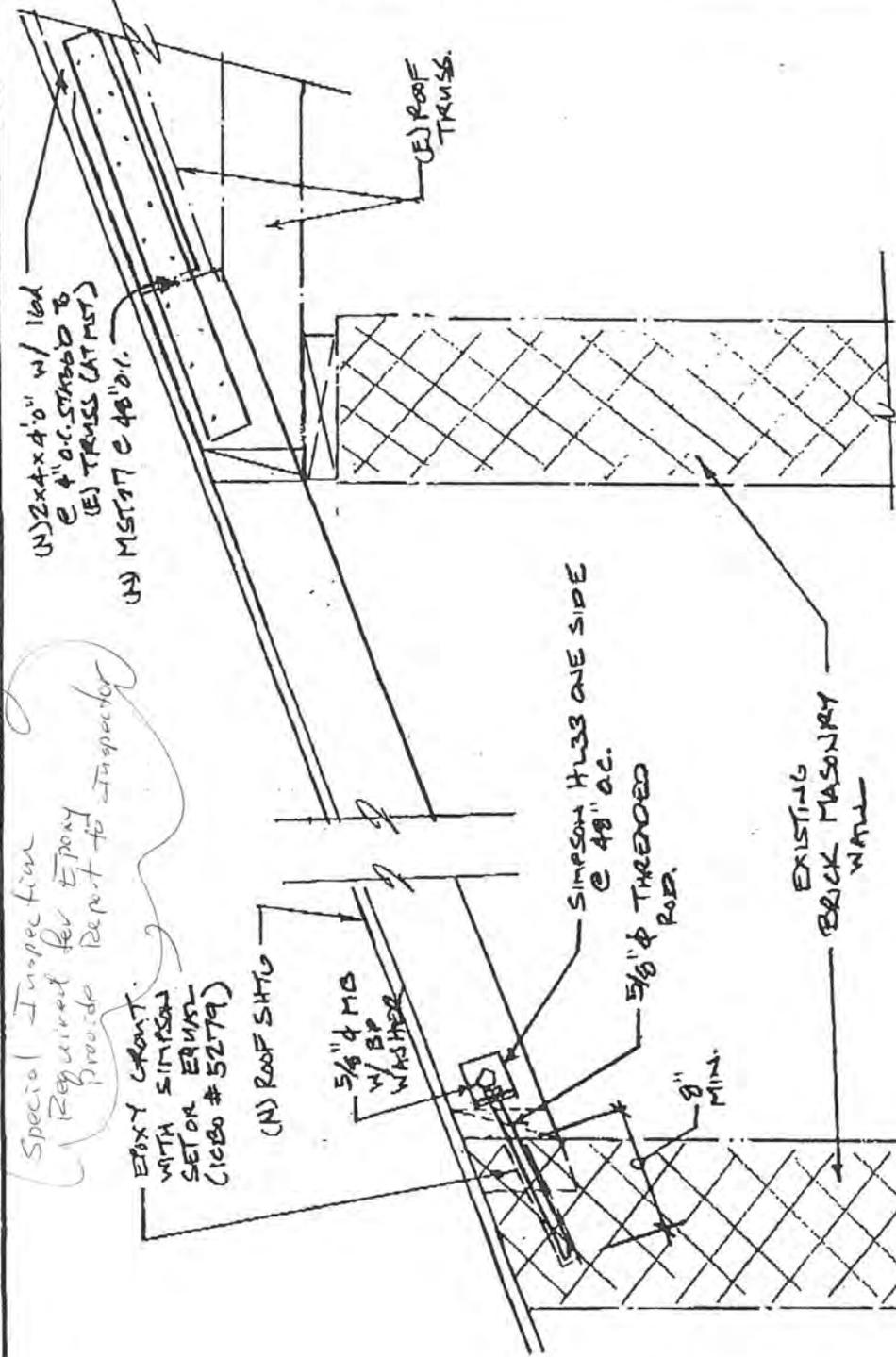
p - 818.575-9531 f - 818.575-9581 e - vinci@vinciassociates.com

SHEET: SR2  
 JOB NO: 04-1975  
 ENGR: JRV  
 DATE: 8/04



SECTION

PROJECT: <u>VENTURA CHRISTIAN SCHOOL</u> <u>65 MACMILLAN AVE</u> <u>VENTURA, CA</u>	<b>VINCI &amp; ASSOCIATES</b> <i>Structural Engineers</i> 31324 VIA COLINAQ, SUITE 101, WESTLAKE VILLAGE, CA 91362 p - 818.575.9531 f - 818.575.9581 e - vinci@vinciassociates.com	SHEET: <u>ER2</u>
ITEM: <u>REPAIR DETAIL</u>		JOB NO: <u>04-1975</u> ENGR: <u>JRV</u> DATE: <u>8/04</u>



DATE: 31 Mar 2005

SECTION

OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER  
JAMES RICHARD VINCI  
No. 54471  
Exp. 7/2/05  
STRUCTURAL  
STATE OF CALIFORNIA

DATE: 31 Mar 2005

is set of plans and specifications must be kept in the job at all times and it is unlawful to make any changes or alterations on same without written permission from the BUILDING & SAFETY DIVISION. The stamping of this plan & specifications shall be held to permit or to be in approval of any provisions of

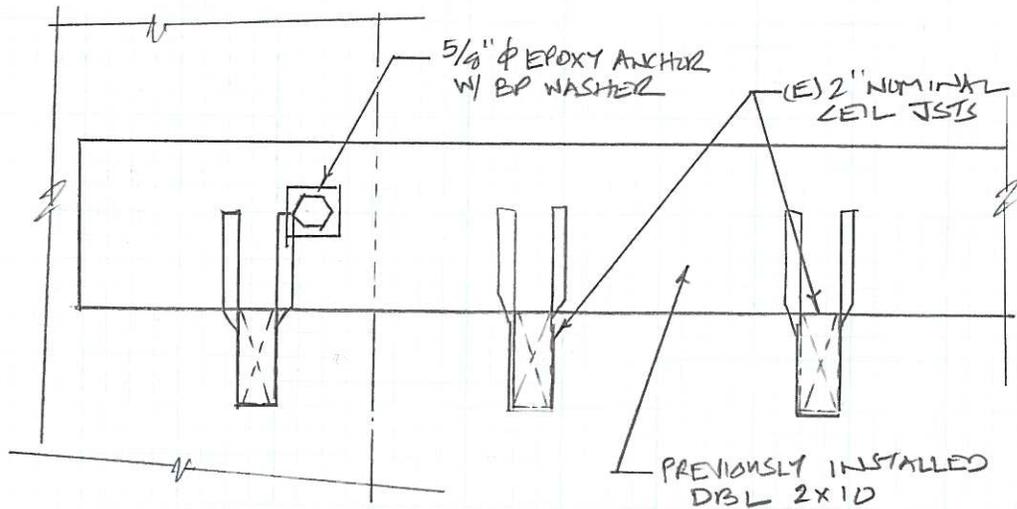
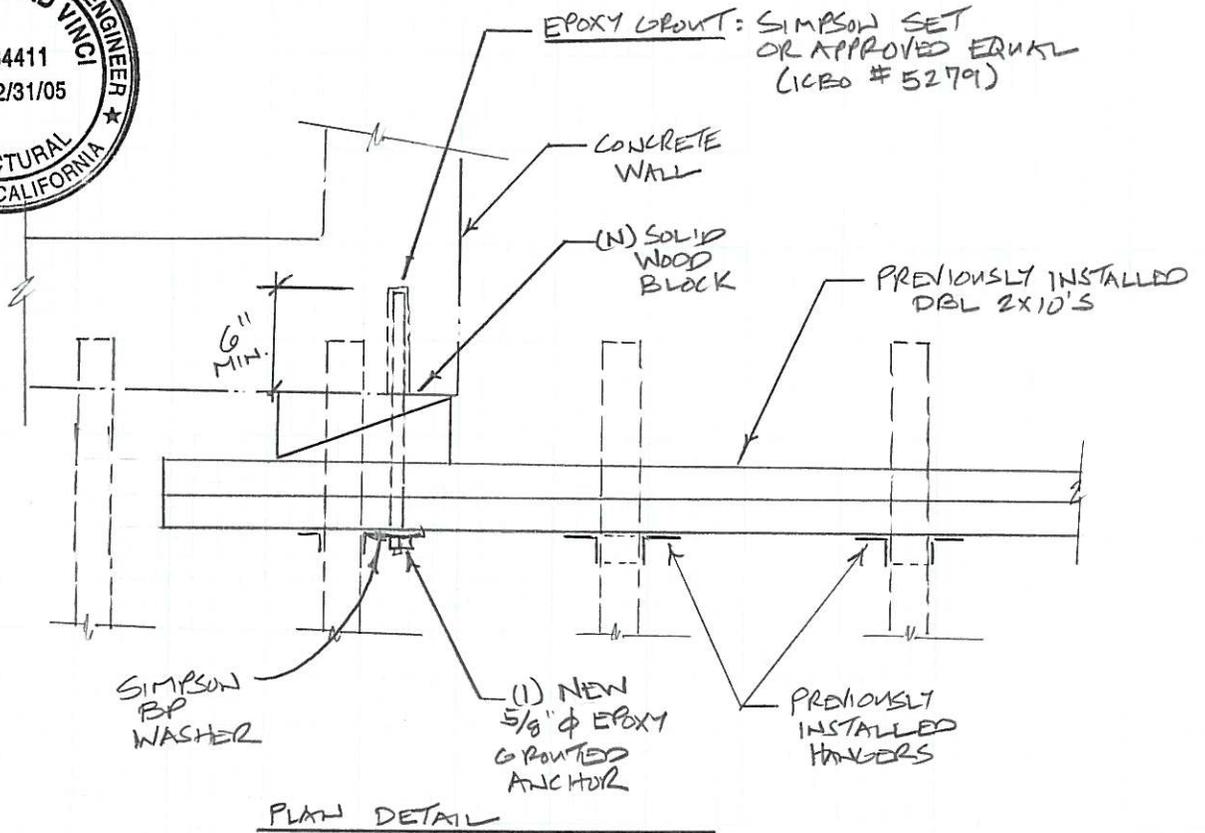
PROJECT: VENTURA CHRISTIAN SCH  
65 MACMILLAN AVE  
VENTURA, CA  
 ITEM: REPAIR DETAIL

**VINCI & ASSOCIATES**

Structural Engineers

31324 VIA COLINAS, SUITE 101, WESTLAKE VILLAGE, CA 91362  
 p - 818.575-9531 f - 818.575-9581 e - vinci@vinciassociates.com

SHEET: SRI  
 JOB NO: 04-1975  
 ENGR: JRV  
 DATE: 8/04



# V I N C I & A S S O C I A T E S

*Structural Engineers*

August 25, 2022

Ventura County Christian School  
65 MacMillian Avenue  
Ventura, CA 93001  
Attention: Perry Geue, PhD, VCCS Administrator

Subject: Structural Follow-Up of August 25, 2004 Report & review of recommendations in the Tier 1 report by Nineteen Six Architects & Engineers dated August 11, 2022

Project: Washington School Campus  
65 MacMillian Avenue, Ventura, California  
V&A Project No. 03-1975

The purpose of this letter is to provide a structural visual review of the existing building at 65 MacMillian Avenue in Ventura as a follow up to our report dated August 25, 2004, as well as provide comments regarding the recommendations by Nineteen Six Architects & Engineers in their Tier 1 reports dated August 11, 2022.

## **Brief History**

Vinci & Associates was retained in 2003/2004 to provide a structural review of the main building at 65 MacMillian Avenue in order to assist in the obtaining of a Certificate of Occupancy from the City of Ventura. Original architectural and structural drawings for the building from 1924 and 1928 were made available at that time, as well as the structural strengthening plans from November of 1933. Testing of the added reinforced shotcrete walls was performed in 2004 as part of our review/evaluation. Our 2004 report recommended some minor repairs/strengthening in specific areas, but overall deemed the building sound and acceptable to occupy for use as a private elementary through high school.

## **Summary of Follow Up Review of Building**

James R. Vinci, S.E. of Vinci & Associates visited the site on Wednesday, August 24, 2022 in order to visually review the structure in comparison with our review in 2004. During the visual review no noteworthy structural changes were observed in the condition of the building. The exterior roof structure was observed to have added anchors per the recommendations outlined in our report. No significant new cracking was noted and the overall structure appeared to be in relatively the same condition as it was in 2004.

In summary, Vinci & Associates would affirm our findings of 2004, that the building is structurally sound and acceptable to occupy as a private elementary through high school. The structural reinforcing added to the structure in 1933 brings the construction of the building in excess of other structures in the city constructed during the same era. While the building is not in compliance with current California Building codes, it would be expected to perform adequately to protect life safety during a moderate to major seismic event.

## **Review of Nineteen Six Architects Recommendations**

Vinci & Associates did not perform a Tier 1 Seismic Evaluation, but has had the opportunity to review the conclusions and recommendations in the report dated August 11, 2022, as well as their preliminary assessment report dated September 28, 2021, by Nineteen Six Architects and

Washington School Campus: 96 MacMillian Avenue, Ventura, CA  
August 25, 2022  
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Engineers. Following is a summary of the recommendations by Nineteen Six Architects & Engineers and our commentary on each recommendation:

*“1. Pursue evaluation of the structure under a Tier 2/3 level of analysis by a qualified structural engineer. This will provide a more detailed analysis of deficiencies outlined in this report and may resolve some of the deficiencies”*

**V&A Commentary:** A more detailed study of the overall building would be prudent for the project. Several items such as wall stress and diaphragm capacity will likely be deemed compliant during a Tier 2/3 evaluation. The Tier 1 quick check assumed the reinforced concrete walls acted completely independent of the existing brick masonry walls, and found only one of the walls in the structure to be 16% overstressed, all other walls were within an acceptable demand capacity ratio. While this preliminary analysis is helpful, it is not fully accurate to the conditions of the building, not does it take into account the actual material strengths at the site, which far exceeded expectations during our 2004 testing program. In addition, it is not sufficient to assume that the h/t ratio of the building is non-compliant assuming the building to be an unreinforced masonry building (URM), as the 1933 retrofit added a reinforced concrete wall to all URM walls and partitions in the building.

*“2. Execute the materials testing program. This will provide updated information for a Tier 2/3 evaluation”*

**V&A Commentary:** A material testing program was recommended by Nineteen Six Architects & Engineers in their September 2021 Preliminary report along with the Tier 1 analysis, yet this testing was not done. While it would be prudent to provide additional testing of materials in more locations, a material testing program was performed in 2004 as part of our report. During that time, concrete compressive strength was found to be between 5,380 psi to 10,870 psi, far greater than a typical 3,000 psi that would be expected for such a building. Additional testing would also be able to verify that adhesion between the added 1933 reinforced concrete and the original URM.

*“3. Add wall stiffening framing (wood posts or steel columns) for out of plane wall strengthening”*

**V&A Commentary:** Adding vertical stiffeners to URM walls is a typical method of strengthening, especially for out of plan forces, but in this building, such an addition would be redundant. All of the URM walls have been “stiffened” with a 4” reinforced concrete wall. This added reinforced concrete element greatly enhances the wall to out-of-plane forces and is far superior to added wood or steel columns, because the concrete is continuous, while added posts would be at intervals.

*“4. Brace any suspended mechanical units.”*

**V&A Commentary:** Added bracing of mechanical units should be done where none is existing. This can be easily addressed and resolved.

*“5. Provide lateral bracing for cabinets that exceed 6 feet in height”*

**V&A Commentary:** Added bracing and/or attachment of cabinets in excess of 6 feet in height should be done where none is existing. This can be easily addressed and resolved.

*“6. Provide secondary support for corridor slabs supported by unreinforced masonry walls.”*

**V&A Commentary:** While it is true that floors and roof supported by URM walls should have secondary support, this code section does not apply to this building. The URM have been reinforced with 4” of reinforced concrete, which provide that secondary support required by the code.

Washington School Campus: 96 MacMillian Avenue, Ventura, CA  
August 25, 2022  
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**Summary of Review**

Based upon our visual review of the building and our review of the Tier 1 Evaluation by Nineteen Six Architects and Engineers, it is our professional opinion that the structure is still sufficient to protect life safety and continue occupation as it has for the past 15 plus years.

None of the conclusions or recommendations in the Nineteen Six Architects & Engineers report state the building to be unsafe or that it should not longer be occupied. In fact, in the preliminary report in September of 2021, they note the building to be “structurally sound for supporting gravity loads” and made note that though the lateral bracing system was unknown, the building contains “important elements such as wall-to-roof anchors, reinforced concrete walls and retrofitted unreinforced masonry walls”. The only significant recommendation of the Tier 1 report is to perform a Tier 2/3 report, which in their words “may resolve some of the deficiencies” that were found in the Tier 1 report.

The ASCE 41-17 checklists are helpful, but are specific to a certain type of building, and do not take into account every nuance of a structure. The building has only 3 or 4 major items of non-compliance. The shear stress of the walls and roof/floor diaphragm spans, are both items that will likely be found compliant during a Tier 2/3 review. The non-compliance of wall anchors assumes that the installed “government anchors” to be neglected, and ignores the horizontal bracing in the attic space that greatly assists in the anchorage of the walls with direct ties to parallel elements. In regards to the “government ties”, Vinci & Associates has experience in testing these anchors in several local buildings in Ventura, Santa Paula and Santa Monica, and found the capacity of such anchors to exceed 8,000 lbs. Finally the non-compliance of the walls to meet the h/t ratio for an URM building should not apply, since the wall have been reinforced with 4 inches of reinforced concrete.

While further study of the building is prudent, nothing on-site or in the recommendations by the Nineteen Six Architects & Engineers Tier 1 report warrant vacating the facility at this time. The items noted as recommendations either can be easily addressed and rectified, or require further study and review. No immediate risk to life safety was noted by either Vinci & Associates or Nineteen Six Architects and Engineers, nor has it been recommended that the building should not longer be occupied.

Therefore, it is our professional opinion that the building is structurally sound and acceptable to occupy, providing adequate life safety and performance during a moderate to major seismic event. It is also recommended that a Tier 2/3 analysis be performed and the results of that review be taken into account in a final decision on the use of the building.

Our professional services have been performed using the degree of care and skill ordinarily exercised under similar circumstances by reputable engineers practicing in this locality. No other warranty, expressed or implied, is made as to the professional opinions included in this report. We hope this provides you with the information you need at this time. Please call us if you have any questions regarding this report.

Sincerely,

**VINCI & ASSOCIATES**



James R. Vinci, S.E.  
License No. S-4411

