Purchase		#
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PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as "District," and Leading Edge Learning Center. LLC hereinafter referred to as "Vendor" with an effective date as of the last date of signature.

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor <u>Leading Edge Learning Center, LLC to provide compensatory education services as outlined in the Compromise and Release Agreement dated March 25, 2022 for OAH Case No. 2022020307.</u>

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

- 1. **TERM:** The term of this Agreement for the period commencing **April 11, 2022**, and terminating **June 30, 2023** unless terminated earlier pursuant to Section 15.
- 2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement: **Compromise and Release Agreement.**
- 3. SCOPE OF WORK: As directed by the District, the Vendor agrees to the following: Provide compensatory individual educational services 1-3 times weekly (based on parent and tutor availability) for Paloma Valley High School student. G.S., per a multi-year Compromise & Release agreement.
- 4. <u>DISTRICT DESIGNEE:</u> Vendor shall provide its Services and Products to <u>Amil Alzubaidi, Director of Special Education</u> ("District's Designee"). All Services and Products shall be subject to the approval of District Designee.
- 5. **EXPENSES:** Vendor agrees and understands that some travel may be required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for travel time from home office to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

- 6. <u>SUBCONTRACTORS</u>: Vendor shall hire any subcontractors needed to provide the Services and/or Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's own resources and billings.
- 7. INDEPENDENT CONTRACTOR: Vendor shall be an independent contractor for District and not an employee. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Vendor assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Vendor assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Vendor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Vendor's personnel shall only perform work that is outside the usual course of the District's function of educating children; and (3) Vendor's personnel shall be engaged in business independent of the District. Vendor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
- 9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
- 10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".
- 11. INDEMNIFICATION: Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.
- 12. <u>DELIVERABLES:</u> The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District's Designee.
- 13. <u>FEE:</u> For Services and Products provided under the Agreement, the District will pay Vendor <u>\$70 per hour for an amount not to exceed</u> <u>\$20.000: for individual educational services (tutoring).</u>
- 14. PAYMENT TERMS: Net 30 days upon receipt of invoice. Invoices to be sent to fiscal@puhsd.org for processing.
- 15. TERMINATION: This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.
- 16. FORCE MAJEURE: "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.
- 17. **FISCAL YEAR:** Vendor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Vendor continuously throughout the term irrespective of fiscal year, Vendor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

- 18. <u>AUTHORITY:</u> In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.
- 19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding upon the successors and assigns of the parties.
- 20. PERMITS & LICENSES: Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.
- 21. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.
- 22. COMPLIANCE: Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or Products assigned to them.
- 23. RECORDS: Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 24. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.
- 25. NONDISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.
- 26. <u>WORKERS' COMPENSATION</u>: In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to his employees.
- 27. <u>WAIVER:</u> No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 28. <u>SEVERABILITY:</u> In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

Leading Edge Lea	rning Center.	LLC	Perris Union High School District
Vendor Signature	Pamirez		O. A. S. Line S. L. C.
5750 Divisio	on Street,	Suite 100	Sylvia Hinojosa
Address			Title
Riverside,	CA.	92506	
City	State	Zip	Date
951 - 684 - 3811	josie@leading	edgelearningcenter.com	
Phone	Ema	il .	Board Approval Date

EXHIBIT "A"

Insurance Requirements

- A. <u>Minimum Requirements</u>. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- B. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. <u>Minimum Limits of Insurance</u>. Vendor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.
- D. <u>Professional Liability</u>. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.
- E. <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
- (1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.
- Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.
- (3) <u>Workers' Compensation and Employers Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.
- (4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.
- F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with

a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

LEADEDG-02

NPADILLA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	JBROGATION IS WAIVED, subje certificate does not confer rights t							require an endorse	ment. A s	tatement on
PRODUC	PRODUCER					СТ				
Corona	Insurance Agency, Inc.					o, Ext): (925) 7	737-2270	FAX	No):(951)	737-5927
2275 S Main Street, Šuite 101C Corona, CA 92882							ng@pcfoy.		No).(001)	
						INS	SURER(S) AFFOR	DING COVERAGE		NAIC #
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INSURE)				INSURE	RB:				
	Leading Edge Learning Cer	nter, L	LC.		INSURE	RC:				
	5750 DIVISION STREET #100				INSURER D:					
	RIVERSIDE, CA 92506				INSURER E :					
					INSURER F:					
COVE	RAGES CEF	RTIFIC	CATE	NUMBER:				REVISION NUMBER	R:	
	IS TO CERTIFY THAT THE POLICI									
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NSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)		LIMITS	
AX	COMMERCIAL GENERAL LIABILITY	IIIOD	5			\	\	EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR	x		PHPK2362533		2/13/2022	2/13/2023	DAMAGE TO RENTED PREMISES (Ea occurrence	2) \$	100,000
Х	Owner's & Contractor	^						MED EXP (Any one person	7	5,000

INSF	3	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY				,,	,,	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR	Х		PHPK2362533	2/13/2022	2/13/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	Х	Owner's & Contractor						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GI	EN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
Α	Al	JTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Х	1			PHPK2362533	2/13/2022	2/13/2023	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE			PHUB797621	2/13/2022	2/13/2023	AGGREGATE	\$	
		DED X RETENTION \$ 10,000						1,000,000	\$	1,000,000
	WO	ORKERS COMPENSATION ID EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	AN	Y PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A					E.L. EACH ACCIDENT	\$	
		FICER/MEMBER EXCLUDED? andatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	
	lf y	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
Α	Co	ommercial General L			PHPK2362533	2/13/2022	2/13/2023	Aggregate		3,000,000
Α	Cr	ime / Fidelity			PHPK2362533	2/13/2022	2/13/2023			100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER THE ATTACHED CG20260413.

CERTIFICATE HOLDER	CANCELLATION
OLIVIII IOATE HOLDEN	OANOLLLATION

PERRIS UNION HIGH SD ATTN: DIAN MARTIN 155 EAST 4TH STREET **PERRIS, CA 92570**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):											
Perris Union High School District											
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.											

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Perris Union High School District 155 E 4th Street Perris, CA 92570



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	certificate noider in lieu of such	enaoi	Seme	nt(s).						
	DUCER				CONTA NAME:	ст _{Рау}	chex Insuran	ce Agency Inc		
PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE						O. E. (1).	-266-6850		AX VC, No):	585-389-7426
	ROCHESTER, NY 14620				E-MAIL ADDRE	ss: Cer	ts@paychex.	com		
						INSURER	(S) AFFORDIN	G COVERAGE		NAIC #
INSU	JRED				INSURE	R A:	AmGUARD Ir	surance Company		42390
	LEADING EDGE LEARNING CENT 5750 DIVISION ST	ΓER LI	LC		INSURE	R B:				
,	SUITE 100				INSURE	R C:				
	RIVERSIDE, CA 92501				INSURE	R D:				
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CO	VERAGES		CER	TIFICATE NUMBER:			RE\	/ISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLINDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR MEXCLUSIONS AND CONDITIONS OF	Y REQ IAY PE	UIREN RTAIN	MENT, TERM OR CONDITION , THE INSURANCE AFFORDE	OF ANY	CONTRACT OF E POLICIES DE	R OTHER DOCI	JMENT WITH RESPECT REIN IS SUBJECT TO ALL	TO WHIC	CH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Ц	IMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALLOWNED AUTOS HIRED AUTOS HIRED AUTOS OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N			LEWC254369		05/01/2021	05/01/2022		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						E.L. DISEASE - POLICY LIM	IT \$	1,000,000.00
DESC	CRIPTION OF OPERATIONS / LOCATIONS /	VEHICL	ES (Atta	ach ACORD 101, Additional Rema	ırks Sched	ule, if more spac	e is required)			
CF	RTIFICATE HOLDER				CANCI	ELLATION				
CERTIFICATE HOLDER Perris Union High School District 155 E 4th Street Perris, CA 92570					SHOULD DATE TH PROVISI	ANY OF THE AE IEREOF, NOTICE ONS, BUT FAILU	WILL BE DELIVE	D POLICIES BE CANCELLED ERED IN ACCORDANCE WITH HIND NOTICE SHALL IMPOSE N ANY, ITS AGENTS OR REPR	H THE PO	LICY ATION OR
					AUTHOR	IZED REPRES	ENTATIVE			
					Mary PStali					

Perris Union High School District 155 E 4th Street Perris, CA 92570



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT Paychex Insurance Agency Inc					
PAYCHEX INSURANCE AGENC 150 SAWGRASS DRIVE	Y, INC.	PHONE (A/C, NO. EXT):	877-266-6850	877-266-6850 FAX (A/C, No):			
ROCHESTER, NY 14620		E-MAIL ADDRESS:	Certs@paychex.com				
		INSU	URER(S) AFFORDING COVERAGE		NAIC #		
NSURED		INSURER A:	AmGUARD Insurance Company		42390		
LEADING EDGE LEARNING CENTER 5750 DIVISION ST	ENTER LLC	INSURER B:					
SUITE 100		INSURER C:					
RIVERSIDE, CA 92501		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER	:			
			TO THE INSURED NAMED ABOVE FOR T		-		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	\$
	POLICY PROJECT LOC							\$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$
	AUTOS AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			LEWC301613	05/01/2022	05/01/2023	X WC STATU- TORY LIMITS OTH- ER	
١.							E.L. EACH ACCIDENT	\$ 1,000,000.00
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00
	DESCRIPTION OF OPERATIONS DRIOW							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary PStori