

**AGREEMENT BETWEEN HEART AND GOAL, INC. AND**  
**PERRIS UNION HIGH SCHOOL DISTRICT**  
**AMENDMENT NO. 1**

THIS AMENDMENT NO. 1, made and entered into effective APRIL 14, 2022, by and between the Perris Union High School District (hereinafter referred to as "PUHSD") and Heart and Goal, Inc. (hereinafter referred to as "H&G") for the purpose of providing an integrative school wellness program at Pincate Middle School during the 2021-2022 school year.

WHEREAS PUHSD and H&G entered into an Agreement on October 7, 2021;

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 3: SCOPE OF WORK of the Agreement as follows:

- A. Provide 3 programs at Pinacate Middle School

\*Student PE Program- 15 weekly sessions, 30 min per session, facilitated with PE groups. PE Teacher to be present at all times.

\*Tier 2 Student Program- for students identified by school counselor. 8 sessions, 40 min per session, cap at 20 students per group.

\*Stepping Stones Program- for teacher use during professional development time slots. 5 sessions throughout year on Tuesdays from 2:30-3:10 pm. Participation by staff is voluntary. Other professional development opportunities are also offered during this time.

\*\*All programs include Yoga and mindfulness activities as well as Social Emotional Skills Focus. Programs shall include various levels or degrees of difficulty allowing participants to choose their level of comfortable participation.

\*\*\*Pinacate Middle School will be responsible to order, store, and maintain program supplies (i.e. yoga mats)

\*\*\*\*If in-person offerings are not available due to current Public Health guidelines, vendor will offer sessions virtually.

Provide eight (8) additional weekly sessions

\*Sessions will be held on the following dates: April 25, April 26, May 2, May 3, May 9, May 10, May 16, & May 17, 2022.

2. Modify Section 13: FEE of the Agreement as follows:

A. FEE: For Services and Products provided under the Agreement, the District will pay Vendor an amount not to exceed \$11,000. \$6,800 will be due at the end of the first semester. The remaining balance will be due at the end of the second semester. All fees are subject to services being rendered prior to invoice and payment.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this term change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

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

**Heart and Goal, Inc.**

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Authorized Signature Date

**Perris Union High School District**

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Authorized Signature Date