

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 1

This Amendment to the Agreement for Professional Services, made and entered into this 19th day of April, 2023, by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as “DISTRICT” and Clover Enterprises, hereinafter referred to as “CONTRACTOR”.

WHEREAS the DISTRICT and CONTRACTOR entered into an Agreement for Professional Services (Athletic Training/1st Responder Services at Perris High School, Paloma Valley High School, Heritage High School, Liberty High School and Pinacate Middle School) on June 16, 2022.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 2: TERM of the Agreement as follows:
 - 1.1. Contractor shall commence providing the Services under this Agreement on August 1, 2023 and will diligently perform as required and complete performance on June 30, 2024 (“Term”), unless terminated earlier pursuant to Section 13. This contract may be renewed annually upon mutual consent expressed in writing by the District and Contractor for up to one (1) additional one (1) year term in accordance with Education Section 17596. Any changes to the length of the Term due to modifications in the start or end dates of the athletic program shall be set out via written addendum to this Agreement. In accordance with Section 2 below, in the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.
 - 1.2. The agreement will not automatically renew.
2. Modify Section 4: SERVICES / SCOPE OF WORK of the Agreement as follows:
 - 2.1. High Schools: The Athletic Training/First Responder will be on site at the assigned school each afternoon, Monday-Friday for practice and/or sporting events, for all girls and boys sports in the Interscholastic Athletic Program. Daily reporting times will be determined between District Designee and Contractor. Conflicts in scheduling are to be resolved by the District Designee at the school site. **Services shall be for 40 hours per week from August 1, 2023 through June 30, 2024.** Any additional hours of Services rendered by the Athletic Training/First Responder will be at the discretion of the District Designee and shall be paid on a prorated cost-per-day basis, which shall be calculated based on the contract amount listed in Section 3 below.
 - 2.1.1. Services rendered by Contractor shall not include travel to or attendance at away sporting events, unless prior arrangements are made with the District Designee.
 - 2.1.2. Suitable athletic facilities, equipment and supplies shall be provided by the District and are not covered by this Agreement.
 - 2.2. Pinacate Middle School Only:

The Athletic Training/First Responder will be on site at Pinacate Middle School and/or assigned High School each afternoon, Monday-Friday for practice and/or sporting events, for all girls and boys sports in the Interscholastic Athletic Program. Daily reporting times and sites will be determined between District Designee and Contractor. Conflicts in scheduling are to be resolved by the District Designee at the school site. **Services shall be for 40 hours per week from August 1, 2023 through June 30, 2024.** Any additional hours of Services rendered by the Athletic Training/First Responder will be at the

discretion of the District Designee and shall be paid on a prorated cost-per-day basis, which shall be calculated based on the contract amount listed in Section 5 below.

- 2.2.1. Services rendered by Contractor shall not include travel to or attendance at away sporting events, unless prior arrangements are made with the District Designee.
- 2.2.2. Suitable athletic facilities, equipment and supplies shall be provided by the District and are not covered by this Agreement.

3. Modify Section 5: FEES of the Agreement as follows:

3.1 **All Schools:** The District agrees to pay Contractor for Services satisfactorily rendered at the School Sites at a rate of **\$53.25 per hour with a total fee not to exceed Ninety-eight Thousand Four Hundred and Six Dollars (\$98,406.00)**. The District will pay said total fee in eleven (11) installments of Eight Thousand, Nine Hundred and Forty Six Dollars (\$8,946.00). Time will be tracked on a District timesheet and shall be approved by District Designee and provided to Contractor on the 16th and 1st day of each month. Contractor shall send invoice by the sixteenth (16th) of each month to the District- Attn: Fiscal Services at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2023 and ending with a payment on June 30, 2023.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties. Any time worked over the contracted hours for the month (168) must be pre-approved in writing by Site AD/Designee, and will be billed at time and a half.

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 pricing 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.

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