

**AMENDMENT NO. 2 to:
INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES
Between San Rafael City Schools And The Schoening Group, Inc.**

This Amendment No. 2 ("Amendment") amends the Independent Consultant Agreement for Special Services ("Agreement") entered into by and between San Rafael City Schools ("District") and The Schoening Group, Inc. ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of January 8, 2016;

WHEREAS, on or about March 21, 2016, the Parties amended certain portions of this Agreement pursuant to Amendment No. 1; and

WHEREAS, the Parties wish to further amend the Agreement to extend Consultant's period of performance through June 30, 2016.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

AGREEMENT TO AMEND

1. Section 2 ("Term") of the Agreement is amended to read in its entirety:

2. **Term.** Consultant shall commence providing services under this Agreement on January 8, 2016 and will diligently perform as required and complete performance by June 30, 2016, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. All other sections of Exhibit "A" to the Agreement shall remain unchanged and in full force and effect, but the section labeled "Schedule" shall be amended to read in its entirety:

Schedule	As needed coordinated with Superintendent Watenpaugh, not to exceed 175 hours per month with a total of 745 hours for January through June 2016.
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3. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to the Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2016

San Rafael City Schools

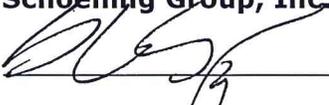
By: _____

Print Name: _____

Print Title: _____

Dated: 19 MAY, 2016

The Schoening Group, Inc.

By:  _____

Print Name: SARAH SCADENINO

Print Title: PRESIDENT