

**AMENDMENT NO. 3 to:**

**INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES  
Between San Rafael City Schools And The Schoening Group, Inc.**

This Amendment No. 3 ("Amendment") amends the Independent Consultant Agreement for Special Services ("Agreement"), which was 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**, the Parties wish to amend the Agreement to increase Consultant's services through December 31, 2016 and adjust compensation accordingly;

**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 December 31, 2016, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Subsections 4.1 and 4.2 shall remain unchanged and in full force and effect, but Section 4 ("Compensation") of the Agreement is amended by addition of the following:
  4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement Amendment No. 3 a total fee not to exceed Fifty Eight Thousand Eight Hundred Dollars (\$58,800). District shall pay Consultant according to the following terms and conditions:
3. All other sections of Exhibit "A" to the Agreement shall remain unchanged and in full force and effect, but the sections labeled "Schedule" and "Fees" shall be amended respectively as described below.

The section of Exhibit "A" to the Agreement labeled "Schedule" shall be amended by addition of the following:

Schedule for Amendment 3                      As needed coordinated with Senior  
Director Dan Zaich

Suggested schedule:

September	85 hours	2 on site trips
October	85 hours	2 on site trips
November	65 hours	1 on site trip
December	45 hours	1 on site trip

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The section of Exhibit "A" to the Agreement labeled "Fees" shall be amended by the addition of the following:

Fees	Hourly:	\$210 per hour, billed monthly
	Amendment 3 NTE:	280 hours = \$58,800
		Fees include travel costs for 6 on site trips
	Reimbursables:	None anticipated, at 1.0 for items authorized prior to expenditure.

4. 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**

Dated: \_\_\_\_\_, 2016

**The Schoening Group, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_