

AMENDMENT NO. 5 to:

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

This Amendment No. 5 ("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 extend Consultant's period of performance through December 31, 2017, add 190 hours of services, and commensurately add Thirty-Nine Thousand and Nine Hundred Dollars (\$39,900) to Consultant's compensation for services;

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, 2017, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Subsections 4.1 and 4.2 shall remain unchanged, but Section 4 ("Compensation") of the Agreement is amended to read in its entirety:
 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Hundred Forty-Three Thousand, Nine-Hundred Seventy-Five Dollars (\$243,975). District shall pay Consultant according to the following terms and conditions:
3. **Exhibit "A"** to the Agreement shall be amended to add the following language:

"Further, Consultant shall provide such additional Services as described in attachments to **Exhibit "A"** made part of the Agreement in accordance with the terms of the Agreement regarding modification thereof."
4. The document labeled "Attachment 1 to Exhibit A" and attached hereto shall be appended to Exhibit "A" and thereby fully incorporated into the Agreement.

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5. 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: _____, 2017

San Rafael City Schools

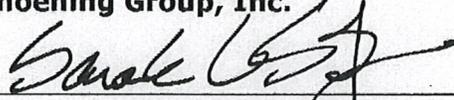
By: _____

Print Name: _____

Print Title: _____

Dated: 18 JULY, 2017

The Schoening Group, Inc.

By: 

Print Name: SARAH SCHOENING

Print Title: PRESIDENT

Attachment 1 to Exhibit A

Services pursuant to the Agreement include:

Management and Accounting System (AccountAbility)

- Assist with the identification, development, customization of reporting tools for Bond Program
- Assist in modeling a standardized set of reporting tools and general functions
- Develop or assist with data population in the system, especially targeted for BOT and CBOC reporting
- Add or refine information to the system, including new issuances schedules, fund sources and cash flow projections, organized by funds
- Demonstrate and assist program team in upkeep and strategic use of the system

BOT and CBOC Reporting Preparation Assistance

- Assist with preparing strategic, specific and model reports and communications for the CBOC
- Coordinate with District communications to develop outline of strategic communications, including listing of reports, schedules, functions, audiences, and review of website content
- Adjust reports and communications according to input and feedback from District leadership, CBOC and BOT
- Assist the Senior Director in review and coordination of financial advisor revenue projections, projected construction timelines, to update Bond Issuance Schedules

Strategic Communications

- Assist Team with strategic communications and recommendations for future bond reporting and current website communications for both employees and general public
- Assist in establishing templates and timelines for future strategic communications

Additional Strategic and Planning Assistance to Senior Director

- Provide on call assistance to the Senior Director if or as needed, through calendar year 2017