

## AMENDMENT TO AGREEMENT

This Amendment (the "Amendment") to that certain Agreement (the "Agreement") by and between Effective School Solutions, LLC ("ESS"), and the San Mateo Union High School District, (the "District") (referred to, collectively, as the "Parties"), which was approved May 21, 2020 by the District's Governing Board, is made and entered into as of the Amendment Effective Date (defined herein).

WHEREAS, on or about May 21, 2020, the Parties entered into the Agreement pursuant to which ESS will be providing the District with certain therapeutic mental health services as specified therein for the Full School Year, which is defined as the period of August 1, 2020 through May 31<sup>st</sup>, 2021;

WHEREAS, ESS has offered to provide the District with consulting services to assist with the provision of therapeutic mental health services for students of the District for the period of June 22, 2020 through July 31, 2020, prior to the commencement of the Full School Year, without requiring additional compensation;

WHEREAS, the Parties wish to amend the Agreement to authorize ESS to provide therapeutic mental health consulting services without additional compensation and otherwise subject to the terms and conditions of the Agreement;

NOW, THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the Parties set forth below, the Parties agree as follows:

1. Section 4 of the Agreement is amended to add the following subsection (g), as follows:

(g) For the period of June 22, 2020 through July 31, 2020, prior to the commencement of the Full School Year, ESS will provide the District with consulting services, as mutually agreed upon between the Parties, to (a) assist with the provision of therapeutic mental health services for students of the District; and (b) support and facilitate the transition of students served by Behavioral Health and Recovery Services to ESS, in anticipation of the commencement of the Full School Year.

2. All other terms and conditions of the Agreement shall remain in full force and effect and are incorporated by reference as if fully set forth herein.
3. This Amendment, together with the Agreement, is the sole agreement with respect to the subject matter hereof, and supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be changed or modified, in whole or in part, except by an instrument in writing signed by the Parties and approved by the District's Governing Board.

4. This Amendment shall be effective upon execution by the Parties and approval by the District's Governing Board (the "Amendment Effective Date").

IN WITNESS OF and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

EFFECTIVE SCHOOL SOLUTIONS, LLC

By: 

Title: CEO

Date: 6/19/2020

SAN MATEO UNION HIGH SCHOOL DISTRICT

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

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

Date: \_\_\_\_\_