

**AMENDMENT NO. 6 to:**

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

This Amendment No. 6 ("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 June 1, 2018 and commensurately extend Consultant's compensation for services performed during this period;

**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 1, 2018, 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.** Amendment 6 adds 364 hours and \$76,440 to this contract. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Hundred Twenty Thousand, Four Hundred and Fifteen Dollars (\$320,415). 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 documents 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**

Dated: \_\_\_\_\_, 2017

**The Schoening Group, Inc.**

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

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

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

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

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

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

## Attachment 1 to Exhibit A

Services pursuant to the Agreement include:

### **Management and Accounting System**

- Assist with the identification, development, customization of reporting tools for Bond Program
- Assist in modeling a standardized set of reporting tools and general functions
- Continue to 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, per revenue information supplied by District
- 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 and support to the Senior Director as needed
- On an as-needed basis, provide bandwidth and strategic level assistance to Senior Director
- Assist with discussions of cash flow and issuances with financial advisors and CBO
- Assist with analysis of program management optimization and tailoring
- Assist with responses to communications needs
- Assist with or organize outside advice on audit preparation and records and filing