

**SECOND AMENDMENT TO AN AGREEMENT FOR SERVICE BETWEEN
Garfield Elementary Charter School and The County of San Mateo**

This Second Amendment to the Agreement is made on this _____ day _____ 2004 by and between the Garfield Elementary Charter School (GECS) and the County of San Mateo (CONTRACTOR).

WHEREAS, the parties entered into an Agreement on January 29, 2003, whereby the CONTRACTOR provides a Social Worker at the school site in exchange for partial payment by GECS of said worker's salary and benefits; and

WHEREAS, the Agreement has been amended on a prior occasion and;

WHEREAS, the Agreement provides that the parties will negotiate amendments specifying the level of service and rate of payment; and

WHEREAS, the CONTRACTOR provides counseling services for the GECS, and

WHEREAS, the parties wish to enter into this Second Amendment to add funds for Fiscal Year 2004-05; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - SERVICES is amended to add the following:

B. Garfield Elementary Charter School (GECS) will:

- Reimburse Contractor in the amount of **\$49,930**, representing one half of the cost of salary and benefits for one full time Psychiatric Social Worker out posted at GECS.

SECTION 2. - AMOUNT OF SERVICES is amended to add the following:

The CONTRACTOR agrees to provide 1 FTE Psychiatric Social Worker for the Fiscal Year 2004-2005 and to pay the Salary and Benefits of said individual during such time period in exchange for **\$49,930** paid by GECS for the **Fiscal Year 2004-05**.

SECTION 9 – COMPENSATION is amended to add the following:

The CONTRACTOR agrees to perform all of the services of this Agreement for a total not to exceed **\$49,930** for the **Fiscal Year 2004-05** only and funding for future fiscal years will be in the form of an amendment to the Agreement.

All other terms and conditions of the Agreement dated January 29, 2003 as amended on April 1, 2004, between the GECS and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors,
San Mateo County

Date: _____

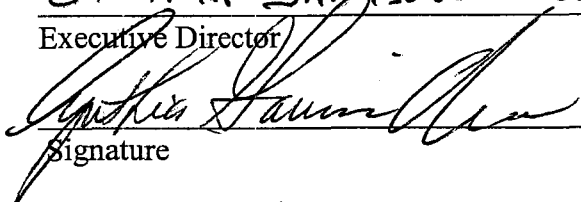
ATTEST:

Clerk of Said Board

Date: _____

GARFIELD ELEMENTARY CHARTER SCHOOL

CYNTHIA GARRISON - ARCE
Executive Director


Signature

Date: 11/8/04