

**Stuart L. Lustig, M.D., M.P.H., Child Psychiatrist**

**CONTRACT FOR SERVICES**

**CONSULTANT AGREEMENT**

This Consultant Agreement ("Agreement") is entered into this XX day of (month, year), (the "Effective Date" by and between Milpitas School District, and Dr. Stuart Lustig ("Consultant"). The Milpitas School District desire to receive and the Consultant desires to provide certain services, described particularly in an addendum incorporated by reference herein, upon the following terms and conditions. Therefore, in consideration of the promises, undertaking, and covenants set forth in this Agreement, the parties agree as follows.

**I. CONSULTANT'S OBLIGATIONS**

During the Term (as defined in Section III below), the Consultant agrees to perform and provide such services as may be mutually agreed from time to time by the Consultant and the Special Service Director at Milpitas School District, including but not limited to serving as evaluator and advisor to the Milpitas School District and attending meetings at times, to deliver advice, information of training of staff as needed ("Services").

**II. COMPENSATION**

In full consideration for the Consultant's providing Services and performing all his other obligations under this Agreement, the Milpitas School District shall pay an hourly rate of \$300 per hour. Services will be estimated on an hours/job basis. The Consultant shall not render services beyond 20% of the original estimate without prior approval of the Special Services Director. The Consultant shall also be reimbursed for any direct out-of-pocket expenses that are actually incurred by Consultant on behalf of the Milpitas School District in connection with Consultant's performance of Services.

**III. TERM**

The term of this Agreement (the "Term" shall commence on the date hereof and continue until the close of the 2017 academic year or until terminated by either party upon written notice to the other party.



#### IV. CONFIDENTIALITY

The Consultant understands that in the course of providing Services, the Consultant may have access to student data which may include academic, medical, psychiatric, and familial information and the Milpitas School District personnel and business information. The Consultant agrees that all information accessed pursuant to this Agreement shall be deemed confidential and shall be maintained as confidential by the Consultant, unless otherwise agreed to in writing by the Special Services Director. The Consultant agrees to take reasonable precautions and to guard the confidentiality of the Milpitas School District, its staff and students. The Consultant further agrees at the request of the Milpitas School District to provide all information in his possession, custody or control, including all copies thereof, and any other materials relating to the Services. The Consultant shall not disclose or disseminate any information obtained as a result of these services unless expressly authorized by the Special Services Director.

#### V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Consultant is performing Services and other obligations under this Agreement as an independent contractor and shall not be considered an employee of the Milpitas School District. It will be the responsibility of the Consultant to obtain and maintain all licenses and insurance required by law and necessitated by his profession.

#### VI. REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants the following: (a) The Consultant is authorized and has a legal right to perform all Services required under this Agreement and is not subject to any contractual or other legal impediment, including, without limitation, any fiduciary or confidential relationship or term of any employment contract, patent or other proprietary information, disclosure or assignment agreement or any other contract, agreement, or any judgment, decree or order of any court or administrative agency that would restrict, impair, or prevent the Consultant from performing his obligations under this Agreement; (b): The Consultant shall immediately notify the Milpitas School District should any change occur which would impact the delivery of services stated above. The foregoing representations and warranties shall survive the termination, for any reason, of this Agreement.

#### VII. MISCELLANEOUS

This Agreement may not be assigned. The Consultant shall not delegate its obligations and responsibilities to any third party, subsidiaries, employees, subcontractors or agents who are not



approved in advance and in writing by the Special Services Director of the Milpitas School District. This agreement constitutes the entire understanding and agreement of the parties and supercedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time. This Agreement shall be governed and construed in accordance with the laws of the the state of California.

IN WITNESS WHEREOF, the parties have entered into this agreement as of this XX day of (month, year).

Milpitas School District  
By: *[Handwritten Signature]*  
XXXXXXXXXXXXXXXX

CONSULTANT  
By: \_\_\_\_\_  
Dr. Stuart L. Lustig, M.D., M.P.H.