

**Independent Consultant Agreement Between
PALISADES CHARTER HIGH SCHOOL and DONALD H. PARCELL**

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and **DONALD H. PARCELL** (hereinafter referred to as the "INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT").

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT to assist the Executive Director and the Principal and to carry out the duties and functions of the position as directed by Palisades Charter High School; and

WHEREAS, PCHS desires to retain the services of the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT by way of this Agreement and the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT is qualified to perform such duties; and

WHEREAS, the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT from June 1, 2017 (the "Effective Date") through June 30, 2017 according to the terms and conditions set forth prescribed by the Charter, or as specified herein.
2. **COMPENSATION.**
For the duration of the contract, the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT shall receive payment at a daily rate of \$560.00 not to exceed \$12,000.00 to be paid within 60 days of receipt of invoice.
3. **DUTIES.** The INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT shall provide management lead and direction to the Operations department team for Palisades Charter High School.
4. **TERMINATION OF AGREEMENT.** This Agreement may be terminated as a result of any of the following events: Mutual written agreement of the parties;
5. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements,

either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

6. JURISDICTION. The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
7. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
8. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
9. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
10. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
11. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation
By:

Dr. Pamela Magee, Executive Director/Principal PCHS Date

Donald H. Parcell, Independent Operations Management Consultant Date

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RECITALS

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WHEREAS, PCHS desires to retain the services of the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT by way of this Agreement and the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT is qualified to perform such duties; and

WHEREAS, the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

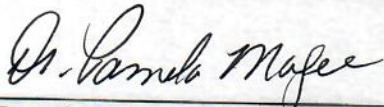
AGREEMENT

1. **TERM.** PCHS hereby employs the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT from March, 2017 (the "Effective Date") through June, 2017 according to the terms and conditions set forth prescribed by the Charter, or as specified herein.
2. **COMPENSATION.**
For the duration of the contract, the INDEPENDENT OPERATIONS MANAGEMENT CONSULTANT shall receive payment at a daily rate of \$560.00 not to exceed \$30,000.00 to be paid within 60 days of receipt of invoice.
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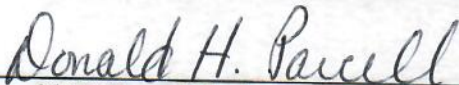
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By:



Dr. Pamela Magee, Executive Director/Principal PCHS

3/16/2017
Date



Donald H. Parcell, Independent Operations Management Consultant

3/16/2017
Date