

**AT-WILL EMPLOYMENT AGREEMENT  
COMMUNITY SCHOOL FOR CREATIVE EDUCATION  
AND  
PHILLIP GEDEON**

THIS AT-WILL EMPLOYMENT Agreement (“Agreement”) is entered into by Phillip Gedeon (“Head of School”) and Community School for Creative Education (“CSCE”), a California non-profit public benefit corporation (collectively, the “Parties”).

**A. RECITALS**

1. CSCE desires to secure the services of the Head of School and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for the Head of School; and
2. The Head of School desires to perform such services for CSCE, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, CSCE and the Head of School agree as follows:

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

The Head of School will work closely with the School’s Governing Board to operate and manage every aspect of an educational program and environment that will provide the best educational opportunities for students within the guidelines established by the Charter and California State law and further the Waldorf mission of the School.

The Head of School shall have general responsibility for the supervision and management of all aspects of the educational program and operation of the school. The Head of School will assume and perform the duties set forth in the Job Description (attached as **Attachment A** and incorporated by reference herein) as well as other such duties as CSCE may reasonably assign. These duties may be amended from time to time in the sole discretion of CSCE. The Governing Board maintains the right to modify the duties as it sees fit to fulfill its mission as set forth in their charter contracts and application. The Head of School shall devote full time, skill, labor and attention to these duties. The Head of School understands that additional or different duties may be assigned to the Head of School in the School’s sole discretion based on impacts to operational needs. In the performance of these duties, the Head of School will abide by all of CSCE’s policies and procedures as adopted and amended from time to time. The Head of School further agrees to abide by CSCE’s charter.

The Head of School will devote his or her utmost knowledge and best skill to the

performance of his or her duties. The Head of School shall abide by all of School's policies and procedures as adopted, amended, or modified from time to time. To the extent any of School's policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

Head of School will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. While employed by School, Head of School may not engage in any outside activity, including paid employment, which would be a conflict of interest and/or would conflict with his/her responsibilities to School without first obtaining School's written approval.

## **2. Employment Term**

Subject to the Employment At-Will provision in Section C of this Agreement, the Head of School shall be employed beginning July 1, 2023 and concluding on June 30, 2024 ("the Term"). Pursuant to the at-will provision of this Agreement, either party has the right to terminate the Head of School's employment at any time, with or without advance notice, and with or without cause, before or after the expiration of the stated Term. The Head of School acknowledges and understands that he or she has entered into this employment relationship with School voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment. The Parties may agree to enter into a new Agreement at the conclusion of this one. CSCE will endeavor to inform the Head of School by or before **February 1, 2024** of its intentions for the Head of School's employment for the following school year.

## **3. Work Schedule**

The Head of School's position is full time. The daily work schedule for this full-time position shall generally be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Head of School shall generally be available at CSCE during this time period, the duties of this position may require work on weekends and before and after the regular hours of the work day. It is expected that the Head of School will be in attendance of the following school events: Welcome Back Family BBQ at San Antonio Park, Back to School Night, Parent Conferences, and the Festival of Community.

The Head of School will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with CSCE.

## **4. Compensation**

The Head of School shall earn the following compensation:

1. Annual base salary of \$127,200 for 1.0 FTE level, subject to required withholdings, and prorated based on the length of employment.

2. A bonus of \$3,500 provided CSCE increases student enrollment to 218 students as of the last day of the 2023-2024 school year (or securing an equivalent amount of grants by that date).
3. A bonus of \$2,700, which is equal to the difference between the Head of School's prior salary and new salary from July 1, 2023 until November 9, 2023 will be paid as a lump sum on the pay date following the receipt of the signed contract.

In order to be eligible for a bonus or salary, the Head of School must be employed at the time it is paid. The salary for any subsequent year (if renewed) of this Agreement will be determined by the Board no later than **February 1** of each year. The Head of School is an exempt employee and therefore is not eligible for overtime pay.

## **5. Benefits:**

- a. **Health/Retirement Benefits.** At CSCE's expense, the Head of School shall be afforded such health and other benefits of employment as shall be granted to CSCE's management Head of Schools, including entitlement to participation in STRS or CSCE's 403(b)/457(b) plan. The Head of School shall be entitled to up to 100% of Head of School's applicable Medical, Vision, and Dental monthly premium payments, to cover Head of School and as applicable, Head of School's Spouse and legal dependents, made by CSCE. Alternatively, shall the Head of School decline such benefits, the Head of School shall receive an in-lieu benefit of \$500.00 per month, not to exceed \$6,000.00 annually.
- b. **Vacation Leave.** The Head of School is also entitled to vacation to be accrued at the management rate of twenty (20) days per year, up to a maximum accrual of thirty (30) days. Vacation days may be used by the Head of School subject to the prior approval of the Board. Requests to utilize vacation days should be submitted in writing at least two (2) weeks in advance to the Board.
- c. **Sick Leave.** The Head of School shall be entitled to nine (9) days of sick leave annually, or prorated depending on whether the employee remains employed in active work status for the entire year. Sick leave is not paid out upon separation from employment. Please refer to the Employee Handbook for additional details related to sick leave.

## **6. Performance Evaluation**

The Board shall evaluate the performance of Head of School at least once annually. This evaluation shall be based on the job description and performance objectives as determined by the Board. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Head of School and he shall have the right to make an oral or

written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Head of School, the Board shall meet with Head of School to discuss the evaluation. Failure to evaluate the Head of School in no way alters the at-will nature of employment.

#### **7. Licensure**

The Head of School understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials. The Head of School is expected to take at least one (1) course annually to progress towards Waldorf certification as recognized by the Alliance for Public Waldorf Education within five (5) years. Waldorf certification tuition is fully covered by CSCE.

#### **8. Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Head of School acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

#### **9. Fingerprinting/TB Clearance**

Fingerprint clearance for the Head of School will be acquired through submitting the Head of School's fingerprints to the California Department of Justice. The Head of School will be required to assume the cost of all fees related to the fingerprinting process. The Head of School will be required to submit evidence from a licensed physician and/or licensed entity that he was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

#### **10. Conflicts of Interest**

The Head of School understands that, while employed at the School, he will have access to confidential and proprietary information. The Head of School therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his employment with CSCE.

#### **11. Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Head of School may undertake for consideration outside professional activities, including consulting,

speaking, and writing. The outside activities shall not occur during regular work hours. CSCE shall in no way be responsible for any expenses attendant to the performance of such outside activities.

## **12. Expense Reimbursement**

CSCE shall reimburse the Head of School for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable CSCE policy and authorization.

## **13. Confidentiality**

All CSCE Confidential Information of which the Head of School has knowledge or to which the Head of School has access shall be the exclusive property of CSCE both during and after the Head of School's employment. The Head of School shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of CSCE, except to the extent such use or disclosure is made by reason of the Head of School's job responsibilities.

For the purposes of this section, Confidential Information shall mean all information, data, or knowledge regarding CSCE, its operations, clients, students, employees, contractors or vendors not known generally to the public, including, but not limited to, trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, student information, private employee information or benefits information, and documents protected by the attorney-client privilege and/or any other privilege or legal protection.

Materials developed by the Head of School for purposes of his employment at CSCE shall be the property of CSCE.

The Head of School shall not take any Confidential Information that is in written form, electronic, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Head of School's employment with CSCE without the prior written consent of CSCE. Upon the termination of the Head of School's employment with CSCE, the Head of School shall deliver promptly and return to CSCE all such materials, along with all other property of CSCE, in the Head of School's possession, custody or control.

## **C. EMPLOYMENT AT-WILL**

Either CSCE or the Head of School may terminate this Agreement and the Head of School's employment at any time with or without cause, and with or without advance notice. Further, the terms and conditions of Head of School's employment, including job title, job duties, and benefits, may be modified at the discretion of CSCE. Head of School shall not acquire or accrue tenure or any employment rights with CSCE as a result of this Agreement.

No one other than the Board of Directors of CSCE has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement. Any agreement that alters the at-will nature of employment must be in writing and must be approved by the Board.

**D. GENERAL PROVISIONS**

1. **Complete Agreement**

This Agreement, along with its attachments, constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof and is a final, complete and exclusive statement of the terms of the Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

2. **Waiver**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

3. **Assignment**

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

4. **Governing Law; Venue**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California. Venue to any action arising out of this Agreement shall be in Alameda County, California.

5. **Severability**

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

6. **Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one complete instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Head of School declares as follows:

1. I have read this Agreement and accept at-will employment with CSCE on the terms specified herein.
2. All information I have provided to CSCE related to my employment is true and accurate.
3. A copy of the job description is attached hereto as Attachment A.
4. A copy of the six goals for Head of School evaluation is attached hereto as Attachment B.

**Head of School Approval:**

Signature: \_\_\_\_\_  
Phillip Gedeon

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

**CSCE Approval:**

Dated: \_\_\_\_\_  
Dr. Anastasia Prentiss, Board Chair

*This Employment Agreement is subject to ratification  
and approval by the Governing Board of CSCE.*