



## Community School for Creative Education

### April 28th 2023 Board Meeting

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#### **Date and Time**

Friday April 28, 2023 at 6:00 PM PDT

#### **Location**

Join Zoom Meeting

<https://us06web.zoom.us/j/83837566425?pwd=eUFyVExVZjZ3eXQ3WUV6dFdWc244QT09>

Meeting ID: 838 3756 6425

Passcode: CSCE2111

One tap mobile

+16694449171,,83837566425#,,, \*48622737# US

+12532050468,,83837566425#,,, \*48622737# US

Les

27846 Tampa Ave., Hayward, 94544

Grace

300 Estudillo Ave, San Leandro, CA 94577

Martha

20952 Birch Street Hayward CA 94541

Dr. Allegra

1430 north street Sacramento CA 95814

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**Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)**

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	Purpose	Presenter	Time
<b>III. Other business</b>			<b>6:02 PM</b>
<b>A.</b> CSCE Board Meeting for 22-23 School Year	FYI	Anastasia Prentiss	5 m
<b>B.</b> CSCE Festival of Community	FYI	Phillip Gedeon	2 m
<b>IV. Closed Session</b>			<b>6:09 PM</b>
<b>A.</b> "Public Employment (§ 54957) Title: Head of School"	Discuss	Allegra Alessandri	20 m
<b>B.</b> "Public Employment (§ 54957) Title: Director of Finance & Operations"	Discuss	Allegra Alessandri	20 m
<b>V. Governance</b>			<b>6:49 PM</b>
<b>A.</b> Approval of At Will agreement for CSCE Head of School	Vote	Allegra Alessandri	10 m
<b>B.</b> Approval of At Will agreement for CSCE Director of Finance & Operations	Vote	Allegra Alessandri	10 m
<b>C.</b> New Board Nomination - Mr. William Kappenhagen	Vote	Anastasia Prentiss	10 m
<b>D.</b> Brown Act Training	FYI	Anastasia Prentiss	60 m
<b>VI. Closing Items</b>			<b>8:19 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may

request assistance by contacting Community School for Creative Education, 2111 International Boulevard, Oakland CA 94606 510 686 4131.

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# Coversheet

## Approve Minutes - April 18th 2023

**Section:** II. Consent Agenda  
**Item:** A. Approve Minutes - April 18th 2023  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2023\_04\_18\_board\_meeting\_minutes.pdf

DRAFT



## Community School for Creative Education

### Minutes

April 18th 2023 Board Meeting

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#### Date and Time

Tuesday April 18, 2023 at 5:00 PM

#### Location

2111 International Blvd, Oakland CA 94606

Join Zoom Meeting

<https://us06web.zoom.us/j/81988035608?pwd=akVsWE1JWXIZd2tXaXEwWldONFJKdz09>

Meeting ID: 819 8803 5608

Passcode: CSCE2111

One tap mobile

+16694449171,,81988035608#,,,,\*82063705# US

Les

22241 S garden Ave Hayward CA 94541

Grace

300 Estudillo Ave, San Leandro, CA 94577

Martha

20952 Birch Street Hayward CA 94541

Dr. Allegra

1430 north street Sacramento CA 95814

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#### **Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)**

The healing social life is found when in the mirror of each human being the whole community finds its reflection, and when in the community the strength of each one is living.



### **March Check Register**

M. Candido made a motion to Pass March Check Register.  
A. Barnes seconded the motion.  
The board **VOTED** to approve the motion.

### **C. 990 Tax Return**

M. Candido made a motion to Pass 990 Tax Return.  
A. Barnes seconded the motion.  
The board **VOTED** to approve the motion.

## **III. Academic Excellence**

### **A. Head of School Update**

Mr Gedeon highlighted upcoming school events for **May 2023** including the closing head of school chat, first in person Festival of Communities, Teacher Workday, Kindergarten and 8th grader ceremonies. There will be further conversations regarding plans for fifth grade graduation.

Parents in Action is celebrating A-G and achievement gap accomplishments with the community.

Mr Gedeon shared some field trip highlights including the Aquarium of Science highlights where students got to dissect ocean organisms and use professional equipment to create memories for the yearbook. Parents were involved as chaperones and staff coordinated an exciting experiential trip.

The Alameda County Office of Education presentation placed CSCE with comparative charters and gave CSCE the opportunity to share our impact proposition and retention barriers. Mr Gedeon referenced challenges facing our students especially the growing transient population and the toll it takes on commuting families when making re-enrollment decisions. Mr Gedeon advocated for transportation as a funding priority. The ACOE unanimously amended our enrollment proposal.

Mr Gedeon informed the board on the G1 measure guidelines and expenditure proposal. The proposal includes allocation for a Therapeutic Movement & Visual Art teacher , a Spanish World Language Teacher and emotional support/ school culture staff.

Mr Gedeon is working with Ms. Yolanda to make contact and/or gave tours with every potential student for Enrollment 23. 216 out of 225 students are slated to enroll. Feedback from families of interest echo the effectiveness of word of mouth.

### **B. Spring Board Contact**

M. Candido made a motion to Authorize Spring Board Contract.  
A. Barnes seconded the motion.



Mr Gedeon clarifies by passing this motion, CSCE will be able to use this COVID relief fund to pilot targeting of students who are not meeting the foundational reading level.

The board **VOTED** to approve the motion.

### **C. Academic Calendar 23-24 School Year**

A. Barnes made a motion to Approve Academic Calendar 23-24 School Year.

M. Candido seconded the motion.

The board **VOTED** to approve the motion.

### **D. Book Binding and Storytelling Presentation**

The board saw a presentation from our Swedish colleagues who self funded their trip to support CSCE students. They presented via video about a CSCE youth art exhibition showcasing book binding and storytelling as a therapeutic avenue.

Students share in a short clip what they long for from Summer to A Better Day. Mr Gedeon shares the need for similar opportunities in Social and emotional learning/literacy.

### **E. Summer School Overview**

CSCE is looking for outside partners to support the school in instruction and enrichment. Mr Gedeon shared insights on two possible partnerships in STEM education and Athletics/Music enrichment. Internal staff will be working with Extended Staff to carry out summer school program. Ms Barne clarified for Juneteenth day off in regards to the Summer Calendar. Ms Candido clarified Summer School being exclusive to CSCE students. Mr Gedeon clarified the flexibility of summer school enrollment and has release of summer school applications on his to do list for the week.

## **IV. Development**

### **A. Fundraising Update**

Ms. Palmore met with a fundraising consultant (Kathryn Keslosky) to plan Year-End goals and preparation for 2023-24. The leg work needed includes donor correspondence and databasing, grant application, and fundraising event planning. Ms Palmore emphasizes our current donor data is not comprehensive and needs support planning for future years.

## **V. Finance**

### **A. Returning Staff Offers 2023-24**

A. Barnes made a motion to Approve 3% raise for returning staff offers.

M. Candido seconded the motion.

Ms Palmore shared the proposal on the floor for teaching staff, aides and classified staff and expressed intent to return to the board after OUSD releases their returning staff budget proposal. Ms Palmore emphaized the importance of being timely Ms Barnes expressed the need to review the OUSD proposal.

The board **VOTED** to approve the motion.

#### **Roll Call**

A. Prentiss Aye

M. Candido Aye

A. Barnes Aye

**Roll Call**

L. Morones Absent  
A. Alessandri Absent  
G. Pang Aye

**VI. Governance**

**A. Brown Act Training**

YM&C Firm presents Brown Act Training to the Board via video recording.

Brief highlights:

AB 361 revised board responsibilities and includes exceptions for the board's discretion.

AB 361 offers protection rights for the parties and public including accessible public comment.

AB 2449 requires participation through audio and visual for teleconference participation

AB 2449 gives flexibility to cease obligation for teleconference location and public access

AB 2449 requires "emergency circumstance" and "just cause" to be disclosed on the agenda for board vote

AB 2449 mandates public disclosure before action the adults that are are present in teleconference locations with members

**B. Board Secretary Nomination/Vote**

Item tabled

**C. Oakland Enrolls Contract 23-24**

M. Candido made a motion to approve Oakland Enrolls Contract 23-24.

A. Barnes seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

A. Barnes Aye  
M. Candido Aye  
L. Morones Absent  
A. Prentiss Aye  
G. Pang Aye  
A. Alessandri Aye

**D. Revolution Foods Contract 23-24**

M. Candido made a motion to approve Revolution Foods Contract 23-24.

A. Barnes seconded the motion.

Motion discussed was the continuation of our food service vendor with reviewal from CSCE's consulting agency. The rate discussed was less than our reimbursement rate.

The board **VOTED** to approve the motion.

**Roll Call**

L. Morones Absent  
A. Prentiss Aye  
M. Candido Aye

**Roll Call**

G. Pang Aye  
A. Barnes Aye  
A. Alessandri Aye

**E. Executive Leadership Compensation Study**

Board member Barnes presents the Jorgensen HR firm's Executive Compensation Study.

**F. Executive Leadership Evaluation Presentation**

Board member Allessandri and Prentiss presented the Executive Leadership Evaluation process and results.

**G. At Will Agreement Head of School 23-24**

Item is tabled

**H. At Will Agreement Director of Finance & Operations 23-24**

Item is tabled

**VII. Other business**

**A. CSCE Board Meeting for 22-23 School Year**

G. Pang made a motion to Amend item to take Action.  
M. Candido seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

A. Prentiss Aye  
L. Morones Absent  
M. Candido Aye  
A. Alessandri Aye  
G. Pang Aye  
A. Barnes Aye

M. Candido made a motion to Vote on closed session for 4/28/23.  
A. Barnes seconded the motion.

Ms Barnes asked for point of clarification on impact to Local Control Accountability Plan **and** budget presentations.

Date discussed: 5:15PM  
Meeting: Teleconference

The board **VOTED** to approve the motion.

**Roll Call**

A. Barnes Aye  
G. Pang Aye  
A. Alessandri Aye  
A. Prentiss Aye  
M. Candido Aye  
L. Morones Absent

**VIII. Closing Items**

**A.**

### **Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:56 PM.

Respectfully Submitted,  
A. Prentiss

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# Coversheet

## CSCE Board Meeting for 22-23 School Year

**Section:** III. Other business  
**Item:** A. CSCE Board Meeting for 22-23 School Year  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** CSCE Revised Board Calendar 2022-2023 board approved 4.18.23.pdf



## Community School for Creative Education Board Meeting Calendar 2022-2023

Revised and Board Approved on 4.18.2023

### Location:

Community School for Creative Education  
2111 International Blvd  
Oakland, CA 94606

### ZOOM Link

For ZOOM Link Go To

<https://app2.boardontrack.com/public/maUTAb/nextAgenda>

### Times:

All meetings are held from 6pm – 8pm, unless otherwise posted  
All meetings are held on ZOOM, all meetings after 2/28 in person at 2111 International.

### Dates:

Monday, August 1, 2022, early start 5p-8pm

Monday, September 12, 2022

Monday, October 3, 2022

Monday November 7, 2022

Monday December 5, 2022

Monday, January 9, 2023

Saturday, February 11, 2023, 10am – 1pm Board Retreat

Monday, February 21, 2023

Tuesday, March 7, 2023

Tuesday, April 18, 2023

Friday, April 27, 2023

Tuesday, May 9, 2023

Saturday, June 17th, 2023, 10am – 1pm Board Retreat

# Coversheet

## CSCE Festival of Community

**Section:** III. Other business  
**Item:** B. CSCE Festival of Community  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** CSCE Festival of Community Event Flyer 6.6.2023.pdf





# Community School for Creative Education

Waldorf-inspired public charter school open to everyone.

Escuela Comunitaria de Educación Creativa  
Trường Học Cộng Đồng Cho Sáng Kiến Học Tập  
社羣創新學校

## Festival of Community

**Time:** 11am - 2pm

**Date:** Saturday, May 6, 2023

**Location:** CSCE Blacktop & Classrooms

**Purpose:** End of Year Celebration

### **ALL ARE WELCOME - Come Join**

Join us for food, entertainment, painting, drawing, student work showcase, CSCE Food Pantry, and meet & greet with staff.



**Registration for  
Drawing & Painting**



**Registration for  
Improv**

**School Tours every Tuesday from 9am to 10am during the school year.**

*For information, to schedule a tour or for an application visit our website:*

[www.CommunitySchoolForCreativeEducation.org](http://www.CommunitySchoolForCreativeEducation.org)

2111 International Blvd. (between 21st and 22nd Ave), Oakland CA 94606

English/Español 510-686-4131 • 中文 510-812-3203 • Việt 510-599-6056





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社羣創新學校

## Festival de la Comunidad

**Hora:** 11am - 2pm

**Fecha:** sábado, 6 de mayo de 2023

**Ubicación:** CSCE Blacktop & Classrooms

**Propósito:** Celebración de fin de año

### **TODOS SON BIENVENIDOS - Ven Únete**

Únase a nosotros para la comida, el entretenimiento, la pintura, el dibujo, la exhibición de trabajo de los estudiantes, la despensa de alimentos CSCE y conocer y saludar al personal.



**Registro para  
dibujo y pintura**



**Registro para  
improvisación**

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社羣創新學校

## Lễ hội cộng đồng

**Thời gian:** 11h - 14h

**Ngày:** Thứ bảy, ngày 6 tháng 5 năm 2023

**Địa điểm:** Bảng đen & Lớp học CSCE

**Mục đích:** Tiệc tất niên

## **TẤT CẢ ĐƯỢC CHÀO ĐÓN - Hãy tham gia**

Tham gia với chúng tôi để ăn uống, giải trí, vẽ tranh, giới thiệu tác phẩm của sinh viên, CSCE Food Pantry, và gặp gỡ & chào hỏi với nhân viên.



Đăng ký cho  
Vẽ & Vẽ tranh



Đăng ký cho  
cải tiến

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# Coversheet

## "Public Employment (§ 54957) Title: Head of School"

**Section:** IV. Closed Session  
**Item:** A. "Public Employment (§ 54957) Title: Head of School"  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** CSCE Head of School Analysis and Recommendation, 3-23-23.pdf





**Community School for Creative Education**  
**Compensation Market Analysis and Salary Range, March, 2023**  
**Position: Head of School**

**Market Compensation Survey Used: 2022 Fair Pay for Northern California Non-Profits**

Position Match: School Principal (matched to job description provided by CSCE)

Position Description and Market Data: See Attachment A

Geographic Area: Central Bay Area, Counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara

Field: Education and Recreation

Effective date of market data: January 1, 2022

Number of Organizations: 8

Number of incumbents: 11

Median Base Salary: \$125,000

**Average Base Salary: \$133,134** (average base salary is more accurate)

**Recommendation:**

Aging of data (this is the process of projecting actual rates of pay by the increase in wages for the time period selected)

Average actual 12-month wage increases in Bay Area in 2022: 4.4% (See Attachment B)

- Age market data by 18 months to 7/1/23 (date requested by client): 6.7%
- \$133,134 aged by 6.7%: **\$142,054**

Salary Range Assumptions:

- Midpoint of range is aged, market data
- Salary range Minimum to Maximum is 40% spread
- Numbers are rounded to nearest \$5K

Salary Range effective 7/1/23:

Minimum: \$115K

Midpoint: \$140K

Maximum: \$170K

Recommended Salary Adjustment

Incumbent salary: \$120K (Hired 6/15/22 – no salary increases since hire date)

Considerations:

- Work performance of incumbent
- Salary increase history since hire
- Incumbent is low in the salary range (\$20K below midpoint/market average)
- Qualifications of incumbent
- Labor market conditions
- Actual wages are increasing between 4-5% per annum in the Bay Area

**Recommendation:**

Recommended salary increase for incumbent effective 7/1/23: 6 - 9% (based on above considerations)

School Principal

ATTACHMENT BA

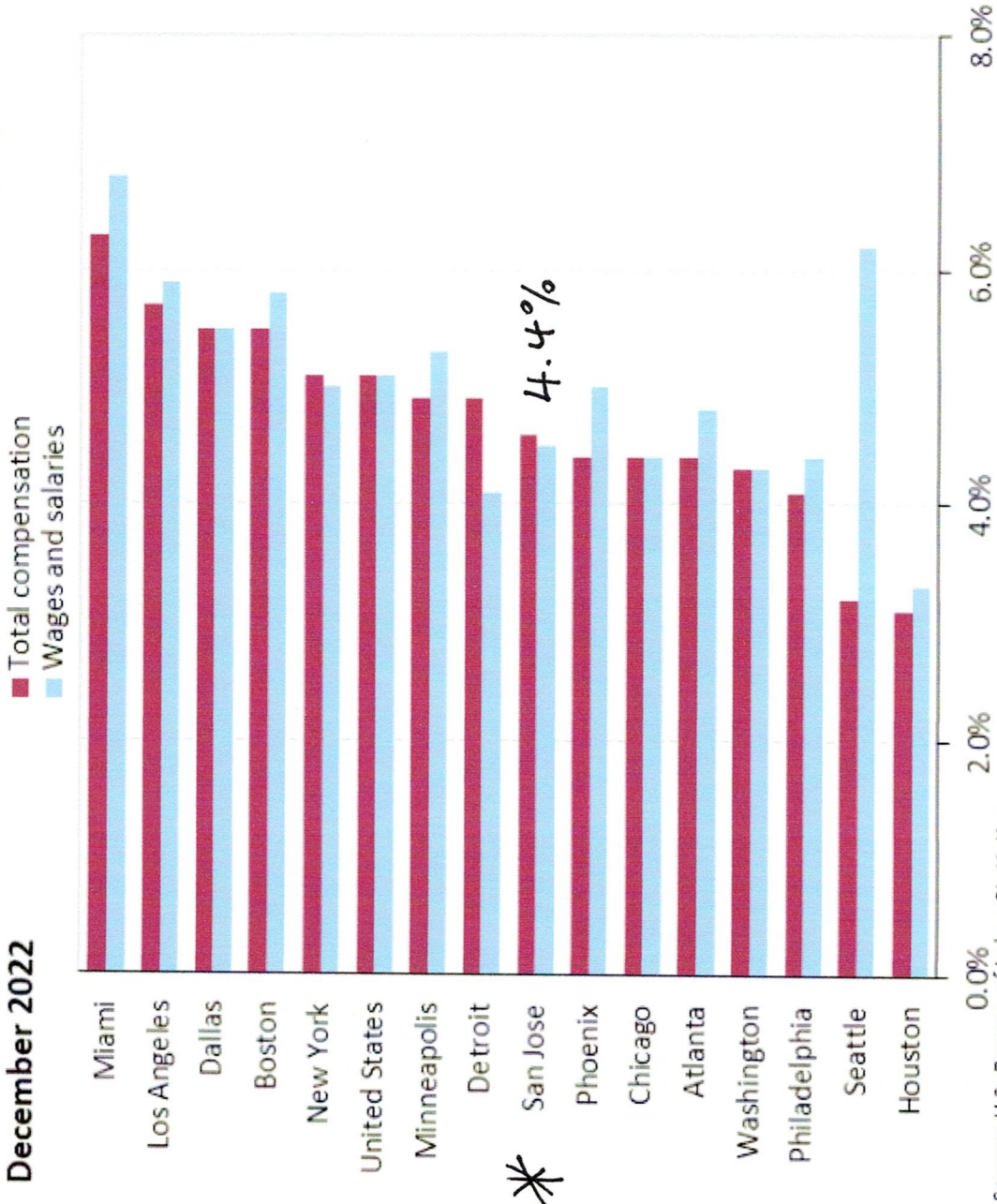
Lead educational administrator of a primary and/or secondary school comprised of grades within the range of K-12. Reports to the governing board of the school. Responsible for overall operations, including academic standards, curriculum development, hiring of faculty and staff, extracurricular activities and safety. Ensures that the school complies with all relevant regulations as well as board policies.

Salary & Incentives: All Organizations	# of Orgs	# of Emps	Annual Cash Compensation						
			10th %ile	25th %ile	Median (50%)	75th %ile	90th %ile	Avg by Employee	Avg by Organztn
Base Salary - All Employees	9	12	\$95,951	\$112,725	\$126,200	\$140,063	\$215,684	\$132,873	\$137,897
# Eligible for Incentive/Bonus	5	8							
Actual Bonus Paid	3	6							
Total Cash Compensation (Base + Bonus)	9	12	95,951	115,727	126,825	140,063	227,094	135,424	140,489
<b>Annual Expenses</b>	<b>Annual Base Salary</b>								
to \$499,999 Avg:									
\$500,000 - 999,999 Avg:									
\$1,000,000 - 2,499,999 Avg:									
\$2,500,000 - 4,999,999 Avg:									
\$5,000,000 - 8,999,999 Avg:									
\$9,000,000 - 14,999,999 Avg:									
\$15,000,000 and over Avg:									
<b>Geographic Location</b>									
Central Bay Area (six counties)	8	11			125,000			133,134	138,884
Alameda/Contra Costa									
Marin									
San Francisco									
San Mateo/Santa Clara									
Central Coast									
Central Valley									
Napa/Solano/Sonoma									
North Coast									
Sacramento Region									
Sierra Nevada/North State									
<b>Field of Service</b>									
Animal Welfare									
Assn Mgmt/Membership/Support Orgs									
Child Welfare/Child Care									
Community/Economic Development									
Conservation/Environment/Parks									
Culture/Arts/Museums/Theater									
Education/Schools/Colleges/Research	5	8							156,219
Employment/Workforce Programs									
Family Counseling/Behavioral Health Svcs									
Foundation/Philanthropy/Fundraising									
Health/Medical Clinics									
Housing/Shelters									
Legal Services/Advocacy/Civil Rights									
Religious/Churches									
Substance Abuse Treatment/Prevention									
Youth/Recreation									
Social Service - One Major Program									
Social Service - Multiple Programs									
<b>Number of FTEs</b>									
1 to 5									
6 to 15									
16 to 40									
41 to 100									
More than 100	5	8							144,008
<b>Number of Employees Managed</b>									
1 to 3									
4 to 8									
9 to 14									
15 and over	6	9			127,400			138,772	149,252



ATTACHMENT B

Chart 3. Twelve-month percent changes in total compensation and wages and salaries for private industry workers by area, not seasonally adjusted, December 2022



\*

\* INCLUDES BAY AREA

## Coversheet

### "Public Employment (§ 54957) Title: Director of Finance & Operations"

**Section:** IV. Closed Session  
**Item:** B. "Public Employment (§ 54957) Title: Director of Finance & Operations"  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
CSCE Director of Finance and Operations Analysis and Recommendation, 3-23-23.pdf



**Community School for Creative Education**  
**Compensation Market Analysis and Salary Range, March, 2023**  
**Position: Director of Finance and Operations**

**Market Compensation Survey Used: 2022 Fair Pay for Northern California Non-Profits**

Position Match: Director, Finance and Administration (matched to job description provided by CSCE)

Position Description and Market Data: See Attachment A

Geographic Location: Central Bay Area, Counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara

Job Family: Accounting and Finance

Field of Service: Education/Schools/Colleges/Research

Effective date of market data: January 1, 2022

Selected Variable	Number of Organizations	Number of Incumbents	Average Base Salary
By Geographic Location	119	121	\$118,424
By Field of Service	15	15	\$111,168
Average			<b>\$114,796</b>

**Recommendation:**

Aging of data (this is the process of projecting actual rates of pay by the increase in wages for the time period selected)

Average actual 12-month wage increases in Bay Area in 2022: 4.4% (See attachment B)

- Age market data by 18 months (to 7/1/23 – date requested by client): 6.7%
- \$114,796 aged by 6.7%: **\$122,487**

Salary Range Assumptions:

- Midpoint of range is aged market data
- Salary range Minimum to Maximum is 40% spread
- Numbers are rounded to nearest \$5K

Salary Range effective 7/1/23:

Minimum: \$100K

Midpoint: \$120K

Maximum: \$145K

Recommended Salary Adjustment

Incumbent hired 8/2/21 as Business Operations Manager - \$90K

3/22 incumbent promoted into Interim Director, Finance and Operations - \$110K

7/22 incumbent placed in Director, Finance and Operations - \$120K

Considerations:

- Work performance of incumbent
- Salary increase history since hire
- Incumbent base salary is midpoint in the salary range
- Qualifications of incumbent
- Labor market conditions
- Actual wages are increasing between 4-5% per annum in the Bay Area

Recommendation: Recommended salary increase effective 7/1/23: 4-6% (based on above considerations)



**Director of Finance & Administration**

ATTACHMENT BA

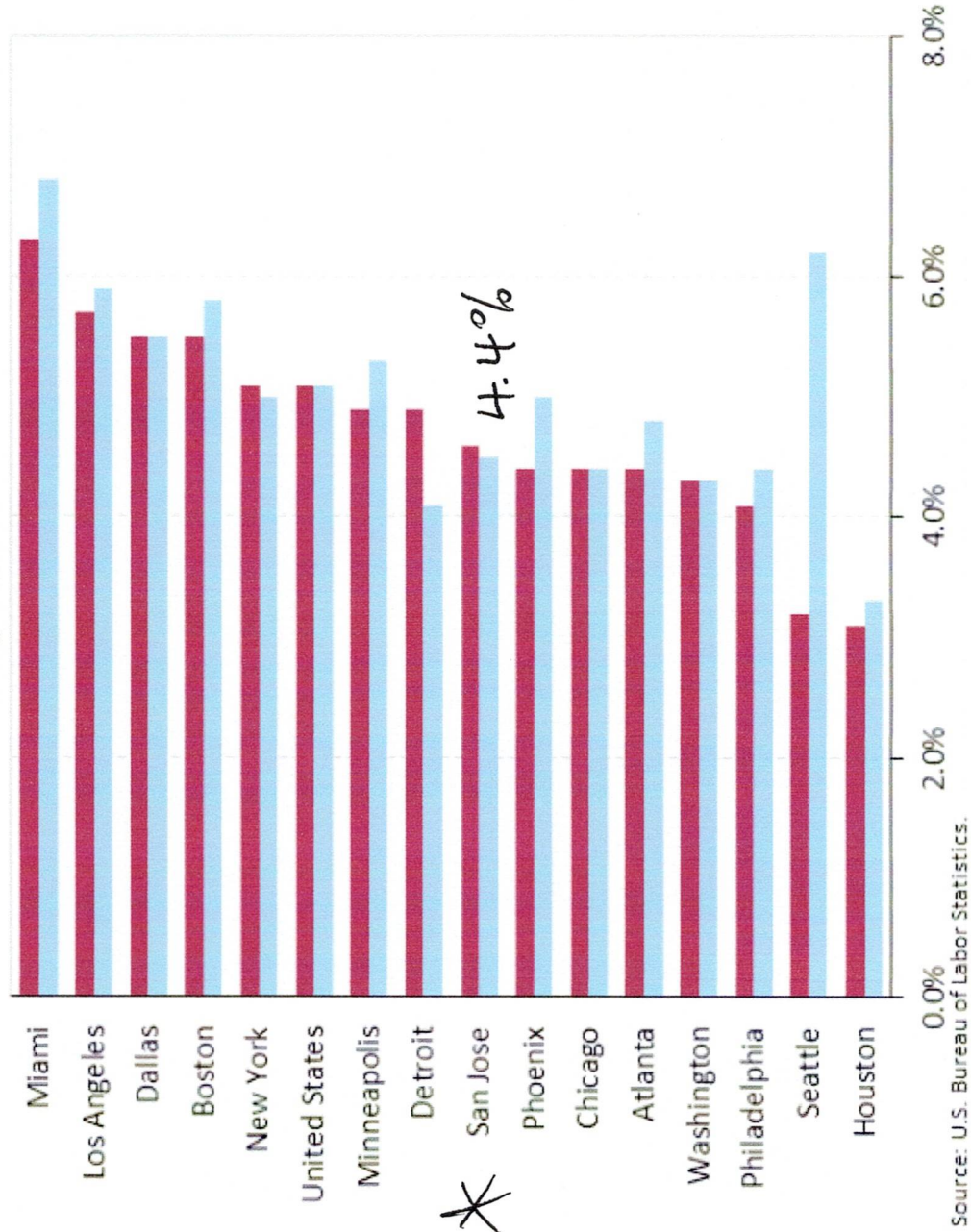
Responsible for the organization's financial operations as well as other administrative functions such as human resources, operations, facilities and information technology. Develops and maintains effective administrative systems. Oversees accounting operations including bookkeeping, financial statements and reporting. Supervises staff in accounting/finance as well as any additional functional areas. This job is most often found at organizations that do not have an executive-level CFO. Jobs that oversee multiple functions but not including management of the organization's financial department are reported in job #055 (Director, Administration/Operations).

Salary & Incentives: All Organizations	# of Orgs	# of Emps	Annual Cash Compensation						
			10th %ile	25th %ile	Median (50%)	75th %ile	90th %ile	Avg by Employee	Avg by Organztn
Base Salary - All Employees	175	177	\$75,480	\$87,180	\$110,000	\$130,000	\$150,090	\$112,057	\$111,339
# Eligible for Incentive/Bonus	81	82							
Actual Bonus Paid	53	54	275	938	2,069	9,376	13,861	5,641	5,557
Total Cash Compensation (Base + Bonus)	175	177	75,480	88,922	110,390	131,570	152,384	113,778	113,022
<b>Annual Expenses</b>	<b>Annual Base Salary</b>								
to \$499,999 Avg:									
\$500,000 - 999,999 Avg: \$799.0K	10	10			79,672			83,945	83,945
\$1,000,000 - 2,499,999 Avg: \$1.8M	42	42	70,630	80,875	90,756	105,363	126,256	93,694	93,694
\$2,500,000 - 4,999,999 Avg: \$3.4M	54	54	71,192	85,441	95,889	124,678	131,785	101,637	101,637
\$5,000,000 - 8,999,999 Avg: \$6.9M	23	23	94,013	103,000	122,635	135,512	166,080	123,807	123,807
\$9,000,000 - 14,999,999 Avg: \$10.6M	18	18	98,333	117,838	126,799	139,487	145,200	126,288	126,288
\$15,000,000 and over Avg: \$40.9M	28	30	102,952	121,789	146,059	172,076	201,720	148,344	146,451
<b>Geographic Location</b>									
Central Bay Area (six counties)	119	121	82,100	91,531	116,500	135,256	159,000	118,424	117,476
Alameda/Contra Costa	53	55	81,250	90,000	114,000	127,522	154,624	114,861	112,597
Marin	10	10			137,413			126,747	126,747
San Francisco	35	35	85,296	101,000	125,000	147,118	186,391	127,351	127,351
San Mateo/Santa Clara	21	21	81,440	86,840	103,000	124,900	138,362	108,916	108,916
Central Coast	12	12	63,125	78,128	97,775	122,070	163,504	103,471	103,471
Central Valley	5	5			72,384			84,000	84,000
Napa/Solano/Sonoma	15	15	69,328	85,758	115,000	128,000	146,403	107,429	107,429
North Coast	5	5			80,829			84,384	84,384
Sacramento Region	13	13	71,944	83,199	95,000	126,193	139,884	101,569	101,569
Sierra Nevada/North State	6	6			76,250			81,550	81,550
<b>Field of Service</b>									
Animal Welfare									
Assn Mgmt/Membership/Support Orgs									
Child Welfare/Child Care	7	7			110,323			109,610	109,610
Community/Economic Development	11	11			122,500			112,553	112,553
Conservation/Environment/Parks	28	28	65,485	77,171	95,614	124,440	145,505	100,069	100,069
Culture/Arts/Museums/Theater	6	6			100,131			112,334	112,334
Education/Schools/Colleges/Research	15	15	84,535	100,000	110,240	125,000	136,000	111,168	111,168
Employment/Workforce Programs									
Family Counseling/Behavioral Health Svcs	8	8			90,699			98,971	98,971
Foundation/Philanthropy/Fundraising	8	8			98,300			118,220	118,220
Health/Medical Clinics									
Housing/Shelters	12	14	92,500	124,893	131,000	163,123	216,821	143,461	138,230
Legal Services/Advocacy/Civil Rights	8	8			111,460			111,741	111,741
Religious/Churches	7	7			107,120			119,472	119,472
Substance Abuse Treatment/Prevention									
Youth/Recreation									
Social Service - One Major Program	8	8			84,760			90,439	90,439
Social Service - Multiple Programs	39	39	72,100	82,000	114,000	131,331	150,000	111,681	111,681
<b>Number of FTEs</b>									
1 to 5	5	5			97,603			96,863	96,863
6 to 15	51	51	66,199	77,459	87,000	106,450	127,394	92,116	92,116
16 to 40	65	65	81,120	90,000	101,000	125,000	135,920	107,346	107,346
41 to 100	29	29	74,984	112,809	125,000	143,771	174,000	126,109	126,109
More than 100	25	27	113,582	125,000	140,754	164,800	206,576	148,783	146,697
<b>Number of Employees Managed</b>									
1 to 3	96	96	75,892	86,414	113,541	130,000	150,000	112,422	112,422
4 to 8	22	22	82,982	90,061	115,499	132,902	150,294	114,992	114,992
9 to 14									
15 and over									



ATTACHMENT B

Chart 3. Twelve-month percent changes in total compensation and wages and salaries for private industry workers by area, not seasonally adjusted, December 2022



\*

\* INCLUDES BAY AREA

# Coversheet

## Approval of At Will agreement for CSCE Head of School

**Section:** V. Governance  
**Item:** A. Approval of At Will agreement for CSCE Head of School  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
CSCE 2023-24 Phillip Gedeon Head of School At Will Employment Agreement .pdf

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION AND PHILLIP GEDEON**  
**2023-2024**

THIS AT-WILL EMPLOYMENT Agreement (“Agreement”) is entered into by Phillip Gedeon (“Employee”) and The 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 Employee as Head of School and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee; and
2. Employee 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 Employee agree as follows:

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

The Employee shall work in the position of Head of School. Employee 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. Employee understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs. In the performance of these duties, Employee will abide by all of CSCE’s policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by CSCE’s charter.

Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. Employee 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.

Employee 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, Employee 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, Employee shall be employed beginning July 1, 2023 and concluding on June 30, 2024 (“the Term”). Pursuant to the Employee At-Will provision of this Agreement, either party has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before or after the expiration of the stated Term. Employee 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.

## **3. Work Schedule**

Employee’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 Employee 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 you are 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 Employee 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 annual compensation for this position shall be at a salary rate of \$\_\_\_\_\_ at the 1.0 FTE level. The salary is subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether he is employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

Employee is an exempt employee and therefore is not eligible for overtime pay.

Employee shall be eligible for a fiscal year-end bonus at an amount of: a) the greater of an equivalent to the Measure G-1 retention bonus or b) \$2,000.00.

## **5. Benefits:**

- a. **Health/Retirement Benefits.** At CSCE's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to CSCE's management employees, 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 Employee's applicable Medical, Vision, and Dental monthly premium payments, to cover Employee and as applicable, Employee's Spouse and legal dependents, made by CSCE. Alternatively, shall the Employee decline such benefits, the Employee shall receive an in-lieu benefit of \$500.00 per month, not to exceed \$6,000.00 annually.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the management rate of 1.25 day per month (15 days annually), up to a maximum accrual of 30 days. Requests to utilize vacation days should be submitted in writing at least two (2) weeks in advance to the Board. Thereafter, vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall be entitled to nine (9) days of sick leave annually, or prorated depending on whether he is employed, or 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 Employee 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 Employee 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 Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate the Employee in no way alters the at-will nature of employment.

## **7. Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials. Employee is expected to take at least one course annually to progress towards Waldorf certification as recognized by the Alliance for Public Waldorf Education within 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 Employee 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 Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee 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 Employee understands that, while employed at the School, he will have access to confidential and proprietary information. The Employee 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 Employee 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 Employee 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 Employee has knowledge or to which Employee has access shall be the exclusive property of CSCE both during



and after Employee's employment. Employee 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 Employee'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 Employee for purposes of his employment at CSCE shall be the property of CSCE.

Employee 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 Employee's employment with CSCE without the prior written consent of CSCE. Upon the termination of Employee's employment with CSCE, Employee shall deliver promptly and return to CSCE all such materials, along with all other property of CSCE, in the Employee's possession, custody or control.

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

Either CSCE or Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without advance notice. Further, the terms and conditions of Employee's employment, including job title, job duties, and benefits, may be modified at the discretion of CSCE. Employee 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 Employee 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.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CSCE Approval:**

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

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

# Coversheet

## Approval of At Will agreement for CSCE Director of Finance & Operations

**Section:** V. Governance  
**Item:** B. Approval of At Will agreement for CSCE Director of Finance & Operations  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE 2023-24 Kimberly Palmore Director of Finance & Operations At Will Employment Agreement .pdf

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION AND KIMBERLY PALMORE**  
**2023-2024**

THIS AT-WILL EMPLOYMENT Agreement (“Agreement”) is entered into by Kimberly Palmore (“Employee”) and The 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 Employee as Director of Finance and Operations and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee; and
2. Employee 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 Employee agree as follows:

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

The Employee shall work in the position of Director of Finance and Operations. Employee 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. Employee understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs. In the performance of these duties, Employee will abide by all of CSCE’s policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by CSCE’s charter.

Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. Employee 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.

Employee 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, Employee 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, Employee shall be employed beginning July 1, 2023 and concluding no later than June 30, 2024 (“the Term”). Pursuant to the Employee At-Will provision of this Agreement, either party has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before or after the expiration of the stated Term. Employee 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.

## **3. Work Schedule**

Employee’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 Employee 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 you are 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 Employee 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 annual compensation for this position shall be at a salary rate of \$\_\_\_\_\_ at the 1.0 FTE level. The salary is subject to all regular withholdings, which shall be paid in twenty-four (24) monthly installments. The Employee’s compensation may be prorated depending on whether she is employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

Employee shall be eligible for a fiscal year-end bonus at an amount of: a) the greater of an equivalent to the Measure G-1 retention bonus or b) \$2,000.00.

## **5. Benefits:**

- a. **Health/Retirement Benefits.** At CSCE's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to CSCE's management employees including entitlement to participation in CSCE's 403(b)/457(b) plan. The Director of Finance and Operations shall be entitled to up to 100% of Employee's applicable Medical, Vision, and Dental monthly premium payments, to cover Employee and as applicable, Employee's Spouse and legal dependents, made by CSCE. Alternatively, shall the Employee decline such benefits, the Employee shall receive an in-lieu benefit of \$500.00 per month, not to exceed \$6,000.00 annually.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the management rate of 1.25 day per month (15 days annually), up to a maximum accrual of 30 days. Requests to utilize vacation days should be submitted in writing at least two (2) weeks in advance to the Board. Thereafter, vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall be entitled to nine (9) days of sick leave annually. 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 Employee 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 Employee and she 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 Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate the Employee in no way alters the at-will nature of employment.

## **7. Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials. Employee is expected to take at least one course annually to progress towards Waldorf certification as recognized by the Alliance for Public Waldorf Education within 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 Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

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

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that she 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 Employee understands that, while employed at the School, she will have access to confidential and proprietary information. The Employee 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 her employment with CSCE.

## **11. Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Employee 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 Employee 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 Employee has knowledge or to which Employee has access shall be the exclusive property of CSCE both during

and after Employee's employment. Employee 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 Employee'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 Employee for purposes of her employment at CSCE shall be the property of CSCE.

Employee 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 Employee's employment with CSCE without the prior written consent of CSCE. Upon the termination of Employee's employment with CSCE, Employee shall deliver promptly and return to CSCE all such materials, along with all other property of CSCE, in the Employee's possession, custody or control.

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

Either CSCE or Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without advance notice. Further, the terms and conditions of Employee's employment, including job title, job duties, and benefits, may be modified at the discretion of CSCE. Employee 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 Employee 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.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CSCE Approval:**

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

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