

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.**