

COMPROMISE AND RELEASE AGREEMENT

Parties

The parties to this Agreement are the Point Arena School District (“District”) and Cheryl Rhodes (“Ms. Rhodes”).

Purpose

The purpose of this Agreement is to memorialize the agreement between Ms. Rhodes and the District in regards to overtime hours worked by Ms. Rhodes during her employment with the District.

Terms

1. In consideration of the terms of this Agreement, the District shall compensate Ms. Rhodes a total lump sum of \$5,101.82 for all overtime hours worked in excess of eight hours per day from the period July 1, 2012 through October 20, 2015. July 1, 2012 through October 20, 2015 is a three year retroactive period covering the fiscal years 2012-13, 2013-14, 2014-15, and year-to-date 2015-16. The \$5,101.82 total lump sum three year retroactive overtime payout is related to the following positions that Ms. Rhodes assumed from July 1, 2012 through October 20, 2015 as follows (not including any stipend positions): a) Contracted Regular Duty Classified Librarian for 5.75 hours per day (from July 1, 2012 through October 20, 2015); b) Contracted Regular Duty Career Technical Education (CTE) Teacher for 1.46 hours per day (from July 1, 2012 through June 30, 2013), 1.08 hours per day (from July 1, 2013 – June 30, 2014), and 2.17 hours per day (from July 1, 2014 – June 30, 2015); c) Supplemental Extra Duty After School Program Instructor for approximately 2.25 hours per day, for approximately three days per week on Mondays, Thursdays, and Fridays, on average (from July 1, 2012 – October 20, 2015); and d) Supplemental Extra Duty Arena Tech Center Instructor for approximately 4 hours per day, for approximately one day per week on Wednesdays, on average (from July 1, 2012 – October 20, 2015). To calculate the \$5,101.82 lump sum retroactive overtime payout amount, the District followed School and College Legal Services Legal Update Memo No. 15-2013 regarding Multiple Assignment Overtime (see

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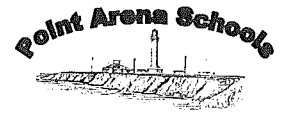


Exhibit 1), which covers overtime requirements for employees working in more than one position. Please also see enclosed Exhibit 2, which illustrates the overtime rate calculations applied to Ms. Rhodes for each related fiscal year (2012-13, 2013-14, 2014-15, and year-to-date 2015-16) per School and College Legal Services' Legal Update Memo No. 15-2013.

2. Beyond the date of Ms. Rhodes signature date below, Ms. Rhodes shall obtain written pre-approval by the Superintendent of the District to work any hours in excess of eight hours per day.

3. In consideration of the terms of this Agreement, Ms. Rhodes shall release the District and all of its officers and employees, from any and all actions, suits, proceedings, claims, complaints, rights, demands, and any and every cause of action of any type or nature whatsoever, known or unknown, relating to overtime hours worked by Ms. Rhodes during her employment with the District through October 20, 2015.

4. Ms. Rhodes acknowledges and understands that the compensation she receives pursuant to this Agreement is intended to be the full and final amount of all overtime compensation owed to her from the District through October 20, 2015.

5. This Agreement and any attachments constitute the entire Agreement between the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to overtime hours worked by Ms. Rhodes during her employment with the District through October 20, 2015.

6. This Agreement shall not be construed to set a precedent for any purpose.

7. This Agreement shall be deemed to have been drafted by both parties to the Agreement and no rule of construction shall be applied against either party as the drafter.

8. By her signature, Ms. Rhodes acknowledges that she has been informed that she has up to 21 days to review this Agreement before signing it, and that she may revoke all parts of this Agreement within 7 days of signing it by returning all consideration tendered to her.

Brent Cushenbery
Superintendent

Cheryl Rhodes

11-5-2015
Date

11-10-15
Date

Note: A copy of this agreement will be filed in the employee's personnel records.