



## AGREEMENT FOR VOLUNTARY REDUCTION OF HOURS IN LIEU OF LAYOFF

WHEREAS, employee Joe Flatley is currently employed in the position of Director of Facilities and Modernization (“Director”) for the Milpitas Unified School District (“District”);

WHEREAS, due to a slowdown in work, the parties wish to enter into an agreement to reduce the hours of the Director from 8 hours to 4 hours a day, 5 days a week, for a duration of two (2) months;

WHEREAS, Education Code section 45117 authorizes school districts to lay off classified employees: “[w]hen, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights,” and

WHEREAS, Education Code section 45101(g) provides that “[l]ayoff for lack of funds or layoff for lack of work’ includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff,” and

WHEREAS, the parties desire to enter into this agreement to avoid interruption of employment by a layoff under Education Code section 45117 due to lack of work as a result of a bona fide reduction or elimination of the service being performed; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Director and District agree that the daily hours of the Director position shall be reduced from 8 to 4 for a two-month period commencing September 1, 2016.
2. For the two-month period in which the daily hours of the Director position are reduced from 8 to 4, the Director’s annual salary shall be reduced proportionately.
3. On November 1, 2016 Director’s hours shall be restored from 4 to 8 hours a day, and his annual salary in effect at the time of the reduction restored on a prospective basis.
4. Director agrees to waive any displacement and reemployment rights he may have under Education Code section 45117 resulting from the reduction in hours effectuated by this Agreement.
5. The parties agree that Director consents to the reduction in hours as set forth in this agreement to avoid interruption of employment due to the District’s right to perform a layoff

under Education Code section 45117. Director hereby relinquishes and holds harmless the District, and forever discharges its board members, trustees, present and former officers, directors, employees, agents, attorneys, representatives, successors and assigns, and each of them, from any and all claims, damages or claims of liabilities of any nature whatsoever, which he ever had, now have, or in the future may have, by reason of, on account of, or arising out of the reduction of hours set forth in this agreement.

DATED: November 7, 2016



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JOE FLATLEY  
DIRECTOR OF FACILITIES

DATED: November 7, 2016



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CHERYL JORDAN,  
INTERIM SUPERINTENDENT