

VOLUNTARY AGREEMENT TO ACCEPT A REDUCTION IN PAY

THIS VOLUNTARY AGREEMENT TO ACCEPT A REDUCTION IN PAY ("Agreement") is entered into and effective this _____ day of _____, by and between Madison County Board of Mental Retardation and Developmental Disabilities ("County Board") and _____ ("Employee").

STATEMENT OF AGREEMENT

WHEREAS, the County Board has instituted a Retirement/Reemployment Policy whereby the Superintendent of the County Board may reemploy employees of the County Board, who have retired under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS);

WHEREAS, the purpose of the policy is to achieve cost savings for the County Board as well as continue employment of recently retired employees;

WHEREAS, the Employee has agreed that, as a condition of being reemployed by the Superintendent of the County Board following his/her retirement, he/she accepts a voluntary reduction in pay as established by the County Board's policy, it is therefore agreed as follows:

1. **No right to reemployment.** The Employee acknowledges that he/she has no right to reemployment with the County Board following his/her retirement and that such reemployment is based upon the consideration provided by Section 2 of this Agreement.

2. **Reduction in Pay.** Effective for the pay period beginning _____, and thereafter, the Employee's rate of pay shall be \$_____. In Policy, Section ____, the Employee shall be placed on Step _____ of the applicable salary schedule. Based upon the Employee's rate of Pay of \$_____, the Employee's bi-weekly pay in the first pay period following the effective date of this Agreement and thereafter shall be \$_____.

3. **Waiver of right to appeal.** Although a reduction in pay may be appealable to the Ohio State Personnel Board of Review pursuant to Ohio Revised Code 124.34, the Employee agrees that he/she hereby waives the right to appeal the reduction effected by this Agreement as he/she is agreeing to voluntarily reduce his/her pay as a condition of being rehired by the County Board.

4. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio

5. **Jurisdiction/Venue.** The parties expressly agree that the Common Pleas Court for Madison County, Ohio shall have jurisdiction over all matters relating to this Agreement and that any action to interpret or enforce any provision of this Agreement shall be brought and maintained in that Court.

6. **Entire Agreement; Amendment.** The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties. This Agreement may not be amended or modified except by a writing, executed by each of the parties here to. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed multiple counterparts of this Agreement, each of which is deemed to be an original, consisting of two (2) pages total, as of the date first set forth above.

MADISON COUNTY BOARD OF MR/DD

BY: _____
Jim Canney, Superintendent

Employee