

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
THE AVERILL PARK TEACHERS' ASSOCIATION
AND
LORI LOSSI-STEPHENSON**

WHEREAS, the Averill Park Central School District (“School District”) and the Averill Park Teachers’ Association (“Association”) are parties to a collective bargaining agreement (“Agreement”); and,

WHEREAS, Lori Lossi-Stephenson (“Employee”) is a tenured English teacher employed by the School District and is a member of the Association; and,

WHEREAS, the Employee, through her Association, has made it known she wishes to retire during the middle of the 2020-2021 school year and is experiencing medical and personal issues that would have her benefit from being able to perform her teaching duties remotely for the portion of the 2020-2021 school year that she will be employed; and,

WHEREAS, the parties recognize that this situation is truly unique and that to serve the best interests of students for continuity of instruction and the best interests of the Employee in this situation, it is appropriate to facilitate the request of the Employee pursuant to the following terms and conditions.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Employee hereby resigns for the purpose of retirement with an effective date of January 5, 2021. The Employee shall submit an irrevocable letter of resignation for the purpose of retirement with an effective date of January 5, 2021 to the Superintendent of Schools no later than August 28, 2020.

2. The Employee shall be entitled to retiree benefits for which she is otherwise eligible under the parties’ Agreement for payment of unused sick leave (Article 15, Section 7), retiree health insurance (Article 20, Section 3), and retirement incentive (Article 23, Section 10). The School District waives the notice of retirement required for such benefits.

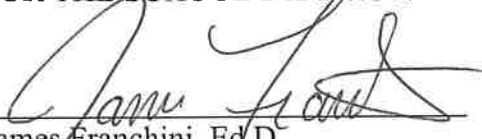
3. The Employee will be provided with a remote teaching assignment for the 2020-2021 school year by the School District. The Employee shall fully cooperate with the assignment and any requests of the School District associated with the assignment, all of which will be within her tenure area and normal teacher duties as may be assigned consistent with the Agreement.

4. The parties agree that this circumstance represents a truly unique set of factors that warranted special consideration. This Memorandum of Agreement shall not constitute precedent in any other or future situation and shall not be offered as such be either the School District or Association as such.


5. This Memorandum of Agreement is subject to approval by the Board of Education.

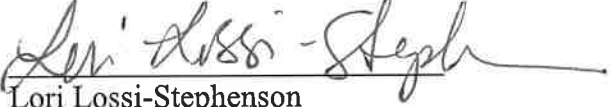
DATED: August 28, 2020

FOR THE SCHOOL DISTRICT:


James Franchini, Ed.D.
Superintendent of Schools

FOR THE ASSOCIATION:


Terrence Miller
President


Lori Lossi-Stephenson