

**Memorandum of Agreement
Between
The Brookline School Committee (the “Committee”)
And
The American Federation of State, County and Municipal Employees, AFL-CIO,
Council 93, Local 1358 (the “Union”)
(School Food Service Employees)
Collectively referred to as (“the Parties”)**

January 2024

WHEREAS, the Committee and the Union are parties to a collective bargaining agreement (“CBA”) for the period July 1, 2021 through June 30, 2024; and

WHEREAS, in January 2023, the Parties executed a side letter providing that the position of “BHS Chef” would be included in the recognition clause of the CBA; and

WHEREAS, the Parties now wish to amend the recognition clause as it relates to the “BHS Chef” position.

NOW THEREFORE, the Parties hereby agree as follows.

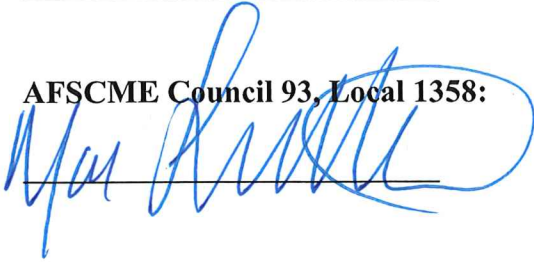
1. **Introductory “Whereas” Clauses:** The introductory “Whereas” clauses above are incorporated into the Parties’ Agreement.
2. **Modify Article I, Recognition:** The Parties agree to remove the position of “BHS Chef” from Article I, Recognition of the CBA and further agree and acknowledge that the “BHS Chef” position is a non-union position.
3. **Waiver of Rights:** The Union agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement or any of the facts or circumstances that gave rise to this Agreement through the contractual grievance and arbitration process, or through the Department of Labor Relations.
4. **No Admission of Wrongdoing:** It is understood and agreed that this Agreement does not constitute an admission of wrongdoing by the Committee, including but not limited to, breaches of contract or violations of any federal or state law, policy, rule or regulation.
5. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
6. **Severability:** If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

Agreed to January 2024 by:

Brookline School Committee:

Date: _____

AFSCME Council 93, Local 1358:



Date: 1-18-2024