

**MEMORANDUM OF AGREEMENT BY AND AMONG  
THE PUBLIC SCHOOLS OF BROOKLINE, and  
THE BROOKLINE EDUCATORS UNION - UNIT B  
Collectively referred to as (“the Parties”)**

**July 2023**

**WHEREAS**, the Public Schools of Brookline (“PSB” of “District”) employs a Director of Athletics.

**WHEREAS**, the position of Director of Athletics is a position within the Brookline Educators Union – Unit B (“Union”) bargaining unit;

**WHEREAS**, the PSB and Union are parties to a collective bargaining agreement (“CBA”) that establishes the salary schedules and work year for bargaining unit positions;

**WHEREAS**, the District seeks to increase the number of work days in the work year for the position of Director of Athletics in order to support the District’s growing athletic program;

**NOW THEREFORE, the PSB and the Union agree as follows:**

1. **Introductory “Whereas” Clauses:** The introductory “Whereas” clauses above are incorporated into the Parties’ Agreement.
2. **Director of Athletics Work Year:** The Parties agree that the number of days that the Director of Athletics shall be present during the work year shall be increased from 209 days to 240 days.
3. **Per Diem Rate of Director of Athletics:** The Director of Athletics shall be compensated at the contractual per diem rate for the additional days worked.
4. **Waiver of Rights:** The Union agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement via the Parties’ collective bargaining agreement through the contractual grievance procedures, or through the Department of Labor Relations.
5. **Precedent:** The Parties agree that this Agreement shall not be used to demonstrate a practice or precedent in any other matter.
6. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
7. **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.

This Agreement is subject to approval by the Brookline School Committee. Agreed to on this \_\_\_\_ th day of July, 2023.

**Brookline Educators Union – Unit B:**

Justin Brown

Date: 8/2/23

**Public Schools of Brookline:**

\_\_\_\_\_

Date: \_\_\_\_\_