

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

September 2023

WHEREAS, the Public Schools of Brookline ("PSB" of "District") and Brookline Educators Union – Unit A ("Union") are parties to a collective bargaining agreement ("CBA") that establishes the salary schedules and compensation for certain bargaining unit positions;

WHEREAS, the PSB appoints District employees as coaches and advisors and compensates such employees that are appointed to coach and advisor positions with stipends as set forth in the Unit A CBA;

WHEREAS, the District seeks to increase the number of coaching positions in order to support the District's growing athletic program and seeks to add two new coaching titles for Unified Sports;

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. **Unified Sports Head Coach position:** The Parties agree that the PSB will create a new position with the title of "Unified Sports Head Coach." Such position shall be identified and compensated at Class 3 as set forth in Appendix B.8. of the Unit A CBA.
3. **Unified Sports Assistant Coach position:** The Parties agree that the PSB will create new position with the title of "Unified Sports Assistant Coach." Such position shall be identified and compensated at Class 5 as set forth in Appendix B.8. of the Unit A CBA.
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 September, 2023.

Brookline Educators Union – Unit A:

Justin Simon

Date: 9/19/23

Public Schools of Brookline:

Date: _____