

Employee & Labor Relations

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA AND THE BROWARD TEACHERS
UNION**

This Memorandum of Understanding is made on this Aug 30th day of August 2021, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the distribution of Referendum Funds to employees in the BTU-ESP bargaining unit for the 2021-2022 School Year.

Duration:

This memorandum shall commence effective from the date of ratification.

Scope:

WHEREAS, Article 17 of the parties' Collective Bargaining Agreement ("CBA") provides:

For the 2020-2021, 2021-2022, and 2022-2023 school years: No less than 2.5% Referendum Funds collected each Fiscal Year shall be designated for and distributed to eligible employees in the BTU Education Support Professionals bargaining unit. Such Referendum Funds shall be distributed as referendum supplements as negotiated by the parties. Said referendum supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of these fiscal years shall receive a pro rata portion of the referendum supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these referendum supplements will be pensionable. No less than 2.5% Referendum Funds collected shall continue to be appropriated to eligible employees in the BTU Education Support Professionals bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

WHEREAS, the parties have come to this agreement regarding distributions of Referendum Funds for the 2021-2022 School Year for employees in the Education Support Professionals bargaining unit.

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.
2. For the 2021-2022 school year, eligible employees in the BTU Education Support Professionals bargaining unit whose effective start date is on or before June 30, 2021 will receive a Referendum Supplement equal to 5.0% of base salary effective July 1, 2021. This supplement is possible due to the BTU-EP unit providing excess referendum funds from the 66.67% of their share of the collections to the BTU-ESP unit. These additional funds will allow the BTU-ESP to receive 3% of collections for the 2121-2022 school year only.
3. Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the Employee. Employees who separate employment before the end of the fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.
4. In the event that SBBC collects additional Referendum Funds for the 2021-2022 School Year, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-ESP bargaining unit.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the distribution of the Referendum Funds to employees in the BTU-ESP bargaining unit for the 2021-2022 school year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Executed on this day, 30th of August 2021.

Susan Cooper

Susan L. Cooper
Director, Employee and Labor Relations
School Board of Broward County

Anna Fusco

Anna Fusco
President, Broward Teachers Union
Broward Teachers Union