

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 Aug. 30th 2021, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Technical Support Professionals (BTU-TSP), 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-TSP bargaining unit for the 2021-2022 school year.

Duration:

This memorandum shall commence effective from the date of execution and shall end on June 30, 2022.

Scope:

WHEREAS, Article 11(Q) of the parties' Collective Bargaining Agreement (CBA) provides, in part:

"For each of the 2020-2021, 2021-2022, and 2022-2023 school years, eligible employees of the BTU Technical Support Professionals bargaining unit will receive a Referendum Supplement equal to no less than 4% of base salary.

Said Referendum Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the Employee."

WHEREAS, Article 11(R) of the parties' CBA provides:

“Equity Supplement: In an effort to maintain salary parity, the District will give an Equity Supplement to the remaining employees who are covered by this Agreement and who are not eligible to receive pay from the Referendum Funds. This Equity Supplement will be an aggregate amount equal to two (2%) percent of base salary of those employees, inclusive of fringe expenses, starting on July 1, 2019. The Equity Supplement for each employee shall be calculated based on the employee’s base pay (excluding supplements, additional position payments and any other extra payments for work which is not part of the employee’s regular work calendar, such as for summer school, in-service, attendance, etc.).

Said Equity Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the fiscal year shall receive a pro rate portion of the Equity Supplement commensurate with the portion of the year actually worked by the Employee.

If the Referendum authority expires or is not renewed by the voters, the Equity Supplement will end.”

WHEREAS, Article 20(B) of the parties’ CBA provides:

“Referendum Funds are not subject to reopener. However, the parties agree to annually negotiate the distribution of a Referendum Supplement equal to no less than 4% of base salary to eligible employees in the BTU TSP bargaining unit and shall memorialize the agreed upon distributions in a memorandum of understanding.”

WHEREAS, the parties have come to this agreement regarding distributions of Referendum Funds for the 2021-2022 school year for employees in the Technical 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 Technical Support Professionals bargaining unit whose effective start date is on or before June 30, 2021 will receive a Referendum Supplement equal to 4% of base salary effective July 1, 2021.
3. The District will maintain the Equity Supplement for remaining eligible BTU Technical Support Professionals who are not eligible to receive pay from the Referendum Funds. This Equity Supplement will continue to be an aggregate amount equal to 2% of base salary of those employees, inclusive of fringe benefits.
4. Referendum and Equity 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.

5. 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-TSP 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-TSP 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, 8/30/2021.

Susan Cooper

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

Anna Fusco

Anna Fusco
President
Broward Teachers Union