

Employee & Labor Relations

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA, AND THE BROWARD TEACHERS UNION-
EDUCATION SUPPORT PROFESSIONALS**

This Memorandum of Understanding (MOU) is made on this day 15th of August 2023, by and between The School Board of Broward County, Florida (SBBC) and The Broward Teachers Union-Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the distribution of Referendum Funds to employees in the BTU- ESP bargaining unit for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

Duration:

This memorandum shall commence effective from the date of Board approval and shall end on June 30, 2027.

Scope:

WHEREAS Article 17-Wages of the parties' Collective Bargaining Agreement ("CBA") provides, in relevant part:

"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, on August 23, 2022, Broward voters approved a referendum renewal and increase to one (1) mil.

WHEREAS, the parties have come to this agreement regarding distributions of Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years for employees in the BTU-ESP 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.

For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU-ESP bargaining unit will receive a Referendum Supplement equal to 10.0% of base salary effective July 1st of each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

2. The parties agree to meet annually to discuss the availability of funds to provide an additional one percent (1%) supplement increase for the following school year (2024-2025, 2025-2026, and 2026-2027).
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 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-ESP bargaining unit annually.

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 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan Cooper 8/21/23
Susan L. Cooper Date
Director, Employee and Labor Relations

Anna Fusco 8/15/2023
Anna Fusco Date
President, Broward Teachers Union

SLC:mh:cr