

Employee & Labor Relations

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Broward County, Florida**

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

This Memorandum of Understanding (MOU) is made on this day, 31st of August 2023, by and between The School Board of Broward County, Florida (SBBC) and The Broward Teachers Union-Technical Support Professionals (BTU-TSP), 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-TSP 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 11(Q) Referendum Funds 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-TSP 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 fiscal year 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. Funds collected.....shall continue to be appropriated to eligible employees in the BTU Technical 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, Article 20 (B) of the parties’ CBA provides, in part:

“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, 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-TSP 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 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU-TSP bargaining unit will receive a Referendum Supplement equal to 5.5% of base salary effective July 1, 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.

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-TSP 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-TSP 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.

DLA 9-13-23
Susan L. Cooper Date
Director, Employee and Labor Relations
DAVID AZZARITO
CHIEF PEOPLE OFFICER
SLC:mh

Anna Fusco Sept
Anna Fusco Date
President, Broward Teachers Union