



#### Employee & Labor Relations

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE FEDERATION OF PUBLIC EMPLOYEES

This Memorandum of Understanding (MOU) is made on this 28 day of August, 2023, by and between The School Board of Broward County, Florida (SBBC) and The Federation of Public Employees (FOPE), Food Service, hereinafter collectively referred to as "the parties."

#### Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the distribution of Referendum Supplements to employees in the FOPE Food Service bargaining unit for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years. The MOU is also intended to provide a \$500 sign-on bonus for newly hired employees for only the 2023-2024 school year. Finally, the parties agree to salary increases for Assistant Managers, and an increment increase for Key Persons.

#### Duration:

This memorandum shall be effective from the date of execution and shall end on June 30, 2027 for the Referendum Supplement. The MOU shall end on June 30, 2024 for the \$500 Sign-On Bonus.

#### Scope:

**WHEREAS**, the FOPE Food Service Collective Bargaining Agreement, Article 14-Section A-Referendum Funds, provides in part:

The parties intend that these supplements will be pensionable. Supplement Funds shall continue to be appropriated to eligible employees in the Federation of Public Employees - Food Service 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.

If the Referendum authority expires or is not renewed by the voters, the supplements will end.

**WHEREAS**, on August 23, 2022, Broward voters approved a referendum renewal and increase to one (1) millage.

**WHEREAS**, the parties have come to this agreement regarding the distribution of the Referendum Fund Supplements for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years. The parties further agree to provide a \$500 sign-on bonus for newly hired employees for the 2023-2024 school year. Finally, the parties agree to increase salaries for Assistant Managers and increments for Key Person employees in the Federation of Public Employees Food Service 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 Federation of Public Employees Food Service bargaining unit whose effective start date is on or before July 1, of each of the previous school years covered by this MOU, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. 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. The Referendum Supplement proceeds will be effective July 1, of each respective school year covered by this MOU. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.
4. 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.
5. 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 a distribution of said additional funds to eligible employees in the Federation of Public Employees Food Service bargaining unit annually.
6. Effective the start of the employee's work calendar for the 2023-2024 school year, salaries will increase for Assistant Managers by \$3.00 per hour and Key Person's increment by \$1.00 per hour.
7. For the 2023-2024 school year only, the District will provide a \$500 sign-on bonus for newly hired employees.

**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 an original executed document. 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:**

The parties further agree that this MOU represents the full and complete understanding of the parties as it relates to the distribution of Referendum Fund Supplements to the employees of the Federation of Public Employees Food Service bargaining unit for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 schoolyears; the \$500 Sign-On Bonus for newly hired employees for only the 2023-2024 school year; and hourly rate increases for Assistant Managers, and Key Persons' increments. As such, this agreement does not establish a precedent beyond the time period set forth herein.

  
Susan L. Cooper  
Director, Employee & Labor Relations

8/28/23  
Date

  
Daniel Reynolds  
President, Federation of Public Employees

09/28/2023  
Date

SC/mh:cr