



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 day, 24 August, 2023, by and between The School Board of Broward County, Florida (SBBC) and The Federation of Public Employees - Maintenance, Facilities, Transportation, and Security (FOPE 4), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the distribution of Referendum Fund Supplements to employees in the FOPE 4 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 16, Section G- Referendum Fund and Equity Supplement, of the parties' Collective Bargaining Agreement (CBA) provides in part:

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.

The parties intend that these Referendum Supplements will be pensionable. Referendum Funds shall continue to be appropriated to

eligible employees in the Federation of Public Employees-Security, Facilities, Maintenance and Transportation 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.

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 proceeds. 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, 2020. 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 Supplement 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 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, 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 the distribution of the Referendum Fund Supplements for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years for employees in the FOPE 4 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, all bargaining unit employees in the FOPE 4 bargaining unit whose effective start date is on or before July 1st, of each of the 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 1st 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.

- 3 Referendum Supplements are pensionable and shall be paid in equal installments per pay period for the employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro-rata portion of the Referendum or Equity 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 a distribution of said additional funds to eligible employees in the FOPE 4 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:

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 FOPE 4 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 L. Cooper
Director, Employee & Labor Relations

8/24/23
Date


Daniel Reynolds
President, Federation of Public Employees

8/28/2023
Date

SC/mh:cr