

**Employee & Labor Relations**

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

This Memorandum of Understanding is made on this 31<sup>st</sup> day of August 2021, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP), 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-EP bargaining unit for the 2021-2022 School Year.

**Duration:**

This memorandum shall commence effective from the date of ratification.

**Scope:**

**WHEREAS**, Appendix E of the parties' Collective Bargaining Agreement ("CBA") provides:

**For the 2021-2022 school year:** No less than 66.67% of funds collected from the August 28, 2018 Referendum on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operating Expenses ("Referendum Funds") in the Fiscal Year beginning on July 1, 2021 shall be designated for and distributed to eligible District employees in the BTU Education Professionals bargaining unit. Such Referendum Funds shall be distributed as referendum supplements, initial placement increases and/or equity adjustments as negotiated by the parties.

**WHEREAS**, Article 36, Term of Agreement, of the parties' CBA Provides:

Referendum Funds are not subject to a reopener. However, the parties

agree to annually negotiate the distribution of no less than 66.67% of Referendum Funds to eligible employees in the BTU Education Professionals 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 Education 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 Education Professionals bargaining unit on the Grandfathered Salary Schedule, whose effective start date is on or before June 30, 2021, will receive a Referendum Supplement as follows:

Base Salary Range	Referendum Supplement
Levels C-R	13%
Levels RF, S, T, U	6%

3. For the 2021-2022 School Year, eligible employees in the BTU Education Professionals bargaining unit on the Pay for Performance Schedule, whose effective start date is on or before June 30, 2021, will receive a Referendum Supplement as follows:

0- 11 years of experience	3%
12 - 25 years of experience	9%
26 years & above years of experience	5%

4. The District shall maintain the Initial Placement Increases and Equity Adjustments as reflected in Appendix E, Section 5, of the CBA.
5. Referendum Supplements, Initial Placement Increases, and Equity Adjustments 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, Initial Placement Increases, and Equity Adjustments commensurate with the portion of the year actually worked by the Employee.
6. 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-EP 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-EP bargaining unit for the 2021-202 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Executed on this day, 31<sup>st</sup> of August, 2021.

*Susan Cooper*

Susan L. Cooper

Director, Employee and Labor Relations

*Anna Fusco*

Anna Fusco, President

Broward Teachers Union,

SLC/mh