



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, 14th of August 2023, by and between The School Board of Broward County, Florida (SBBC) and The Broward Teachers Union - Education Professionals (BTU-EP), 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-EP 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.

WHEREAS, Article 36 - Term of Agreement, of the parties' CBA Provides, in relevant part:

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

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

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as fully set forth herein.
2. For the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the BTU-EP bargaining unit on the Grandfathered Salary Schedule will receive a Referendum Supplement as follows:

Base Salary Range	Referendum Supplement
Levels C-R	\$12,000
Level RF, S, T, & U	\$10,000

3. For the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the BTU-EP bargaining unit on the Pay for Performance Schedule will receive a Referendum Supplement as follows:

0 years – New Hires	\$500
1-2 years of experience	\$2,000
3-5 years of experience	\$3,000
6-7 years of experience	\$5,500
8-9 years of experience	\$6,000
10 years of experience	\$7,500
11-14 years of experience	\$10,000
15 years & above years of experience	\$12,000

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. For each year of the referendum, no less than 75% of BCPS' share of total



collected Referendum Funds (net of charter schools) shall be allocated to District employee supplements; with no less than 80% of those funds to be appropriated to eligible employees in the BTU-EP bargaining unit. In the event that SBBC collects additional Referendum Funds than those required to fund the agreed-upon referendum supplements for the 2023-2024, 2024-2025, 2025-2026 and/or 2026-2027 school years, 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 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	Anna Fusco
Director, Employee and Labor Relations	President, Broward Teachers Union

8-14-23 8/14/2023

Date Date

SLC:mh