

**Employee & Labor Relations**

**Susan L. Cooper, Director**

600 SE Third Avenue, 5<sup>th</sup> Floor

Fort Lauderdale, FL 33301

phone: 754-321-2140 • fax: 754-321-2141

[susan.cooper@browardschools.com](mailto:susan.cooper@browardschools.com)

[www.browardschools.com](http://www.browardschools.com)

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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, 1<sup>st</sup> of August 2022, 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 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 2022-2023 school year.

**Duration:**

This memorandum shall commence effective from the date of Board approval and shall end on June 30, 2023.

**Scope:**

**WHEREAS**, Appendix E – Teacher's Salary Schedule of the parties' Collective Bargaining Agreement ("CBA") provides:

**"For the 2022-2023 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, 2022 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 the distribution of Referendum Funds for the 2022-2023 school year 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 if fully set forth herein.
2. For the 2022-2023 school year, eligible employees in the BTU-EP bargaining unit on the Grandfathered Salary Schedule, whose effective start date is on or before June 30, 2022, will receive a Referendum Supplement as follows:

Base Salary Range	Referendum Supplement
Levels C-Q	\$8,750
Level R	\$9,200
Level RF	\$3,800
Levels S, T, U	\$4,800

3. For the 2022-2023 school year, eligible employees in the BTU-EP bargaining unit on the Pay for Performance Schedule, whose effective start date is on or before June 30, 2022, will receive a Referendum Supplement as follows:

1-4 years of experience	\$1,500
5 years of experience	\$2,000
6 years of experience	\$3,500
7-8 years of experience	\$4,500
9-10 years of experience	\$5,000
11 years of experience	\$8,500
12 years & above years of experience	\$8,750

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 2022-2023 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 2022-2023 school year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L Cooper      8/1/22  
Susan L. Cooper      Date

Director, Employee and Labor Relations

Anna Fusco      8/1/2022  
Anna Fusco      Date

President, Broward Teachers Union

SLC:mh