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

This Memorandum of Understanding is made on this 4th day of September 2020, 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 the HB 641 Teacher Salary Increase Allocation Funds for instructional personnel.

Duration:

This memorandum shall commence effective from the date of ratification.

Scope:

WHEREAS, HB 641 amends Subsection (18) of Section 1011.62, Florida Statutes, to include Teacher Salary Increase Allocation Funds and reads, in part:

(b) Allocation funds are restricted in use as follows:

1. Each school district and charter school shall use its share of the allocation to increase the minimum base salary for full-time classroom teachers, as defined in s. 1012.01(2)(a), plus certified prekindergarten teachers funded in the Florida Education Finance Program, to at least \$47,500, or to the maximum amount achievable based on the allocation and as specified in the General Appropriations Act. The term "minimum base salary" means the lowest annual base salary reported on the salary schedule for a full-time classroom teacher. No full-time classroom teacher shall receive a salary less than the minimum base salary as adjusted by this subparagraph. This subparagraph does not apply to substitute teachers.
2. In addition, each school district shall use its share of the allocation to provide salary increases, as funding permits, for the following personnel:
 - a. Full-time classroom teachers, as defined in s. 1012.01(2)(a), plus certified prekindergarten teachers funded in the Florida Education Finance Program, who did not receive an increase or who received an increase of less than two percent under subparagraph 1. or as specified in the General Appropriations Act. This subparagraph does not apply to

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substitute teachers.

b. Other full-time instructional personnel as defined in s. 1012.01(2)(b)-(d).

WHEREAS, the parties have come to this agreement regarding distributions of the Teacher Salary Increase Allocation Funds, consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes.

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. Effective July 1, 2020, all employees in the BTU Education Professionals bargaining unit with a current base salary below \$47,500 shall receive a base salary increase in accordance with §1011.62(18)(b), Florida Statutes.
3. All other bargaining unit members who have a current base salary above \$47,500 will receive a 1.3% increase to base salary from the Teacher Salary Increase Allocation Funds.
4. By October 31, 2020, the parties will meet for the purpose of negotiating salary and economic increases for the 2020-2021 School Year.
5. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby. In the event any provision of this agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of any provisions impacted by the invalidation of provisions of this agreement.

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 Teacher Salary Increase Allocation Funds to employees in the BTU-EP bargaining unit for the 2020-2021 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Executed on this day, 4th of September 2020



Susan L. Cooper

Director, Employee and Labor Relations



Broward Teachers Union, Anna Fusco
President