

### **ARTICLE THREE DEFINITIONS**

The following terms and corresponding definitions shall be used throughout this contract:

- A. **Superintendent:** The Superintendent or the Superintendent's designated representatives.
- B. **Immediate Supervisor:** The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU.
- C. **District:** The School Board of Broward County, Florida, and/or its duly authorized representatives or agents. The District may be also referred to herein as the "School Board" or the "Board".
- D. **Employee:** Any employee in the bargaining unit as defined and certified by the Public Employees Relations Commission (PERC). The terms teacher, bargaining-unit member, and employee as used in this Agreement shall have the same meaning.
- E. **Seniority:** The longest uninterrupted service in a position in the bargaining unit represented by BTU.
  - 1. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. An annual contract teacher who receives a satisfactory evaluation who is non-renewed and subsequently rehired for the following school year, shall not have a break in service if he/she works one (1) day more than half of the following school year.
  - 2. An employee who leaves the bargaining unit for one (1) year or less for any position in the District shall return to the bargaining unit with uninterrupted seniority. An employee who leaves the bargaining unit in excess of one (1) year for any position in the District or who has been laid off retains earned seniority and upon return to the bargaining unit, shall resume the accumulation of bargaining unit seniority.
  - 3. Seniority being equal between or among two (2) or more employees, the tiebreakers listed below shall be applied in the following order:

- (a) Longest total service in a bargaining unit position in the District as defined in Article Two, Section A.
  - (b) Longest uninterrupted total service in any permanent certificated or instructional position in the unit.
  - (c) Earliest date reflected by the recommended administrator's signature on the recommendation for employment.
  - (d) Earliest date of application for employment in a certificated or instructional position in the District.
- F. **Contract:** The term "continuing contract" may be used interchangeably with the term "professional service contract" throughout this Agreement. This definition shall not be interpreted to cause an employee to lose any rights under applicable laws pertaining to continuing contracts or professional service contracts.
- G. **Bargaining Agent:** This shall mean the BTU.
- H. **BTU:** This shall mean the Broward Teachers Union and/or its duly authorized representatives.
- I. **Memorandum of Understanding (MOU):** When situations arise to amend or modify contract language concerning terms and conditions of employment, the BTU has a right to enter into any Memorandum of Understanding (MOU).