

AGREEMENT

This agreement, hereinafter referred to as "*Agreement*", by and between the Salinas Union High School District, hereinafter referred to as "*District*," and the Salinas Valley Federation of Teachers, A.F.T. (American Federation of Teachers) Local #1020 (one thousand twenty), an A.F.L.-C.I.O. (American Federation of Labor - Congress of Industrial Organizations) affiliate, hereinafter referred to as "*Federation*."

The term "*Agreement*", as used herein, means the written agreement provided under Section 3540.1(h) of the Government Code. The term "*Board*", as used herein, means the Board of Trustees of the Salinas Union High School District.

ARTICLE I - RECOGNITION

The District hereby recognizes the Federation as the exclusive representative for all certificated employees holding those positions listed in Appendix A., attached hereto, and incorporated by reference as part of this Agreement, excluding those lawfully designated as management, supervisory, confidential, substitute*, adult education teacher** and professional experts or consultants. All newly created positions shall be assigned to the negotiating unit, except that disputed cases shall be submitted to the Public Employees Relations Board, hereinafter referred to as "*P.E.R.B.*," for resolution and shall not be processed as grievances.

ARTICLE II - DURATION

Except as otherwise stated in Article XXI - Completion of Agreement and Reopener, this Agreement shall remain in full force and effect up to and including the thirtieth day of June in the year two thousand and eleven (June 30, 2011), and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than October 1 of its request to modify, amend, or terminate the Agreement. The terms of this Agreement shall be effective upon the signing of this Agreement.