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1969-70

AGREEMENT BETWEEN MONROE TOWNSHIP BOARD OF EDUCATION AND THE MONROE TOWNSHIP

TEACHERS ASSOCIATION COVERING THE PERIOD: SEPTEMBER 1, 1969 TO AUGUST 31, 1970

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THIS BOOK DOES  
NOT CIRCULATE

1.1

RECOGNITION

WHEREAS, a majority of the teachers in the positions designated in the unit described below in the Monroe Township School District have designated the Monroe Township Teachers' Association as their representative for the purpose of collective negotiations; and Whereas, Such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it Resolved by the Monroe Township Board of Education, that pursuant to Chapter 303, Public Laws 1968, the Board of Education of Monroe Township, County of Middlesex, New Jersey recognizes the Monroe Township Teachers' Association as the exclusive and majority representative for collective negotiations concerning the terms and conditions of employment of the teachers included in the unit described below:

Classroom Teachers  
Specialists (music, physical education, remedial  
reading, learning disability specialist)

Nurses

Excluding: Principals and administrative personnel.

Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 beginning not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, and be submitted to the Board and the Association for adoption.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall provide the Association with all data in the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.
- D. 1. If during the period of this agreement either the Board or the Association feels that it is necessary to meet for the purpose of reviewing the administration of this agreement or to resolve problems that may arise it shall so inform the other party in writing setting forth the problem to be discussed. The party receiving the request shall,  
  
Instruct its representative to arrange for a meeting to discuss the problem as requested within 10 school days. These meetings are not intended to bypass the grievance procedure.
2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and submitted to the Board and the Association for adoption.
- E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**A.**      Definition

1. A grievance is a claim by an employee or his representative that he has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**B.**      Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of this Agreement.

**C.**      Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the board, shall be released from assigned duties without loss of salary.

4. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, with the objective of resolving the matter informally. He may at his option, designate a representative to be present. All level one grievances shall be initiated within five (5) school days after the event or circumstance being grieved takes place, unless conditions or the terms of this agreement dictate to the contrary.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at the Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within (15) school days after the receipt of a request by the aggrieved person. A complaint of a non-tenure teacher which arises by reason of his not being reemployed shall not be carried beyond Level Three of the grievance procedure.

7. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to advisory arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.

b. The arbitrator shall then be selected under the rules of the American Arbitration Association.

c. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Rights of Teachers to Representation

Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at any step or to designate a representative (s) of the Association or other person of his own choosing to appear with him at any step.

A. Miscellaneous

- \* 1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairman of the PR & R Committee.
- \* 2. Every effort shall be made to resolve all grievances before they reach Level Three.
- \* 3. A teacher shall continue to perform all assigned duties before and during any grievance procedure initiated, but shall advise his superior that he is performing these duties under protest.
- \* 4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- \* 5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- \* 6. All meetings and hearings under this procedure shall not be conducted in public.
- \* 7. Any grievances not filed within the prescribed time limits at any level shall be considered as waived.
- 8. If a grievance affects a group or class of teachers, in only one school, the Association shall submit such grievances in writing at the First Level. If a grievance affects a group or class of teachers in more than one school, The Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ASSOCIATION PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with the approval of the principal.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.
- D. For purposes of processing grievances, the Association shall have access to data which is in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.

TEACHER RIGHTS

- A. The Board agrees to continue its policy of having only just cause as the basis for any actions taken against teachers.
- B. In any case of the suspension of a teacher, it is agreed that charges will be filed before any loss of pay results, unless the Board provides the Association with reasons for such action.



TEACHING HOURS

- A. The arrival and departure times for all teachers shall be designated, and their total school workday shall consist of not more than six (6) hours and forty-five (45) minutes which shall include a duty-free lunch period of thirty (30) minutes and time teachers are required to be present before school begins and after dismissal time.
- B. Unassigned time as provided thru the utilization of teacher aides and special subject teachers shall be used for preparation, special instruction or conferences.
- C. On Fridays or on days preceding holidays or vacations, the teachers' day shall end when the pupils have left school grounds. The administration may hold workshops on these days with prior approval of the Association or building staff involved.
- D. Teachers shall be permitted to leave the building during their scheduled duty-free lunch periods, after notifying the principal. However, in cases of emergency, teachers shall be required to remain in the building.
- E. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending regular administrative or professional meetings for (3) days each month. Such meetings shall begin within (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. If additional time is needed, students shall be dismissed early.
2. The notice of any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in extreme circumstances. Teachers shall have the opportunity to suggest items for the agenda.
- F. Teacher participation in extra-curricular activities beyond the regular workday shall be voluntary, except that rulings by the Commissioner of Education defining those extra-curricular activities which are part of a teacher's normal duties shall be controlling.
- G. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as directed by the financial condition of the district, the building facilities available, the availability of qualified teacher and the best interests of the district as deemed administratively feasible.

NON-TEACHING DUTIES

The Board agrees to hire 12-part-time teacher aides for the 1969-70 school year.

TEACHER EMPLOYMENT

- \* A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- \* B. Credit on the salary guide shall be given for previous experience in public school teaching as limited below, and for military experience up to a maximum of four (4) years.
- \* C. Each teacher employed under contract in Monroe Township for the 1968-69 school year, shall be placed on his proper step of the salary schedule as of the beginning of the 1969-70 school year.
- \* D. A teacher in his initial year of employment in Monroe Township shall be given credit on the salary guide, up to a maximum of six (6) years. However, such teacher upon recommendation of the Superintendent and approval of the Board of Education, may be credited with additional years beyond the (6) year maximum.
- \* E. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.

SALARIES

\* A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

\* B. 1. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or 50% on July 15 and 50% on August 15.

\* 2. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

\* 3. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, as determined by the principal.

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TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 30, or as soon thereafter as administratively feasible.

2. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade levels for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that such teachers shall be required to engage in as little inter-school travel as is consistent with the needs of the district. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than (1) school per day shall be reimbursed for all such required travel at the rate of ten (10¢) cents per mile for all driving done between arrival at the first location at the beginning of their workday, and the last location at the end of the workday.

TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

- A. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.
- B. In filling a vacancy within the bargaining unit, the board agrees to consider fully the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- C. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- D. The parties recognize that changes in grade and subject assignments and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers or changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- E. All provisions of this article shall also apply to summer school, home teaching, and special programs.
- F. All vacancies shall be posted on each staff bulletin board. Notice shall include job title, job description, eligibility requirements, instructions for making application, and the closing date for filing.
- G. All applicants will be notified in writing as soon as final selections are made.

TEACHER EVALUATION

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners, to supervise instruction, or by persons approved by the Board possessing adequate credentials to perform the duties.
3. A teacher shall be given a copy of any evaluation report which will be forwarded to the Superintendent at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
4. Written evaluations will be provided for non-tenure teachers at least three times per year.

CUMULATIVE LEAVES

A.

1. Sick Leaves

1. All teachers shall be entitled to (10) sick leave days each school year, provided, however, that should the teacher's contract begin after the first official day of school or terminate before the last official day of school, he shall be entitled only to (1) sick leave day per full month under contract.

2. In the event of absence by a teacher for illness in excess of (5) consecutive working days, the Board may, at its expense, require an examination by a physician of its choice.

B.

Personal Leave

All teachers shall be entitled to three (3) days a year for personal leave provided, however, that should the teacher's contract begin after the first official day of school or terminate before the last official day of school, he shall be entitled to a prorated number of days based on the time under contract. Application for leave shall be made to the building principals at least forty-eight (48) hours in advance of the day or days desired, if possible. If the principal does not approve the request for leave, the teacher may appeal to the Superintendent of Schools. Personal leave days not taken shall accumulate as sick leave days.



TEMPORARY LEAVES OF ABSCENCE

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- \* 1. Time necessary for appearances in any legal proceeding connected with the teacher's employment, except in the case of a teacher's bringing suit against the Board.
- \* 2. Up to (1) days at any one time in the event of the death of a teacher's spouse, child, parent, brother, sister, or parent-in-law.
- \* 3. Up to (2) days at any one time in the event of the death of a teacher's sister-in-law, son-in-law, daughter-in-law, and any other member of the immediate family.
- \* 4. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which that teacher is entitled.

EXTENDED LEAVES OF ABSENCE

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

Medical Leave of Absence

## 1. Maternity Leave of Absence

- (a) Eligibility - All tenure personnel
- (b) Notification - The Superintendent shall be informed in writing of the employee's condition no later than the third month of pregnancy.
- (c) Beginning of Leave - Leave shall begin any time during the term of pregnancy upon the written request of the employee at least 30 days before the leave is to become effective, or at any time during the term of pregnancy upon 30 days written notice to the employee by the Superintendent. A written statement from a physician shall be required stating that the employee is able to perform all duties required by her position up to the time leave is to begin.
- (d) Extent of Leave - Initial leave shall be granted until June 30 of the school year leave began. Additional school years of leave may be granted upon the written request of the employee received no later than July 1 for the succeeding year.
- (e) Reinstatement - Employees shall return to active duty in September upon written request received no later than the previous July 1. Reinstatement may take place during the school year only at the convenience of the school system.
- (f) Benefits -
- (1) Tenure employees shall retain tenure during the period of leave.
  - (2) Blue Cross/Shield benefits for tenure employees shall be continued for a period of 12 months, beginning with the effective date of leave.
  - (3) Employee shall not advance on the salary guide while on leave. However, if leave begins during a school year, credit shall be granted as follows:

Leave beginning Dec. 1 - March 31 -  $\frac{1}{2}$  year  
 Leave beginning April 1 or later - 1 full year

- (g) Accumulated Sick Leave - At the option of the employee, such leaves may be used, the leave of absence becoming effective when all sick leave is exhausted.
- (h) Non-tenure personnel - Although this policy applies specifically to tenure personnel, non-tenure personnel must follow the same procedures for notification and may be granted leave and other benefits at the discretion of the Board of Education.

## \*2. Other Medical Leaves of Absence

- (a) Eligibility - All tenure personnel
- (b) Notification - All requests for leave of absence must be in writing, giving as much notice as possible. Requests must be accompanied by a written statement from a physician verifying the need for such leave and the duration of the illness.
- (c) Extent of leave - Initial leave shall be granted until June 30 of the school year leave began. Additional school years of leave may be granted upon the written request of the employee received no later than July 1 for the succeeding year.
- (d) Reinstatement - Employees shall return to active duty in September upon written request received no later than the previous July 1. Reinstatement may take place during the school year only at the convenience of the school system. A written statement from a physician is required verifying that the employee is able to resume all duties.
- (e) Benefits -
  - (1) Tenure employees shall retain tenure during the period of leave.
  - (2) Blue Cross/Shield benefits for Tenure employees shall be continued for a period of 12 months beginning with the effective date of leave.
  - (3) Employee shall not advance on the salary guide while on leave. However, if leave begins during a school year, credit shall be granted as follows:
 

Leave beginning Dec. 1 - March 31	-	$\frac{1}{2}$ year
Leave beginning April 1 or later	-	1 full year
- (f) Accumulated Sick Leave - At the option of the employee, such leave may be used, the leave of absence becoming effective when all sick leave is exhausted.
- (g) Non-tenure personnel - Although this policy applies specifically to tenure personnel, non-tenure personnel must follow the same procedures for notification and may be granted leave and other benefits at the discretion of the Board of Education.

C. Other leaves of absence with or without pay and/or other benefits, may be granted by the Board for good reason.

D. 1. Upon return from leave granted pursuant to Section A of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent\*, provided, however, that at the sum of any previously granted military credit and the credit referred to in this section shall not exceed a total of (4) years, and that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B and C of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. A teacher returning from leaves pursuant to this article shall be assigned to the same position which he held at the time said leave commenced or to a substantially equivalent position, also upon return he shall be credited with all sick leave accumulated prior to the beginning to this leave.

E. All request for and granting of leaves shall be in writing.

PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT

- A. Tenure teachers taking graduate courses not needed to maintain present certification and approved by the Superintendent shall be reimbursed to a maximum of \$300 per year (September - August) for tuition and registration fees.

INSURANCE PROTECTION

- \* A. As of the beginning of the 1969-70 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family insurance coverage.
1. For each full-time teacher, as defined by carrier who is in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.
  2. Provisions of the health-care insurance program shall be detailed in master policies and contracts and shall include: Blue Cross, Blue Shield, and Rider J.
- \* B. The Board agrees to install a group major medical plan in which each teacher may participate at his own option and expense.

**PERSONAL AND ACADEMIC FREEDOM**

- A. The Board agrees to abide by the laws of the State of New Jersey, federal laws, and rulings of the New Jersey State Commissioner of Education and the New Jersey State Board of Education which have the effect of law, in respect to the protection of individuals and the pursuit of academic freedom by teachers.

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

C. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed, during term of this agreement.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing at the following addresses.

1. If by Association, to Board at

M. Craig Gilbert  
R.D. #2, Box 45  
Prospect Plains  
Hoffman Station Road  
Grandbury, New Jersey

2. If by Board, to Association at

School No. 1  
Jamesburg, New Jersey



JOINT INSTRUCTIONAL COUNCIL

The parties agree to establish a Joint Instructional Council for the purpose of studying and making recommendations regarding matters related to education. The Council shall consist of six (6) members, three (3) to be appointed by each party. The first meeting shall be held no later than October 15, 1969. The Joint Instructional Council will establish its own rules and procedures with the objective of making recommendations to the Board of Education for its consideration.

The Joint Instructional Council shall not usurp or infringe upon areas that are deemed to be an administrative function of the school.

DURATION OF AGREEMENT

This Agreement shall be effective as of October 27, 1969 and shall continue in effect until August 31, 1970.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**MONROE TOWNSHIP TEACHERS  
ASSOCIATION**

By *Arthur J. Murray*  
Its President

By *Richard Ross J. White*  
Its Secretary

**MONROE TOWNSHIP BOARD OF  
EDUCATION**

By *Barbara R. [unclear]*  
Its President

By *Howard J. [unclear]*  
Its Secretary