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THIS BOOK DOES
NOT CIRCULATE

1971 - 1972

A G R E E M E N T

between the

Borough of Riverton
Board of Education

and the

Riverton Education Association, Inc.

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ARTICLE I

AGREEMENT

- A. This agreement made and entered into on this 1st day of July, 1971 between the Riverton Borough Board of Education (hereinafter referred as the "Board") and the Riverton Education Association (hereinafter referred to as the "Association") defines areas of negotiated agreement between the Board and Association and is intended to improve the cooperation among the Board, Administration and Professional Staff, as represented by the Association, for the betterment of the educational program in the Borough of Riverton Public School.
- B. It is stipulated by both the Board and the Association that this agreement is entered into in good faith, and that both parties will work cooperatively to carry out the agreement, herein set forth, within the framework of the laws of the State of New Jersey.

ARTICLE II

RECOGNITION

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating the Public School in the Borough of Riverton and recognizes the Administrative Principal as the representative of the Board in carrying out policies and operating instructions.
- B. Since the Association has presented satisfactory evidence to the Board of its designation by more than a majority of the full-time professional staff in the public school of the Borough. The Board recognizes the Association as the exclusive negotiating representative of the above named personnel for the purpose of collective negotiations pursuant to Chapter 303, Public Laws of New Jersey 1968. Excluded from this agreement is the administrative principal and the principal's secretary.

ARTICLE III

NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement to this Agreement shall commence not earlier than the third Monday of September of the following year nor later than the second Monday in October of the year. They shall be held in Riverton School building at a place and time mutually acceptable to the Board and Association.

Article III
Negotiations Procedure

- B. Either Board or Association may have as representatives, persons not members of their respective organizations. In such cases, the party having such outside representation shall certify to the other party, in writing, that such representation was authorized by the executive committee of the Association or by the membership of the Board.
- C. Meeting dates and meeting procedures shall be agreed upon by the negotiating teams.
- D. It is mutually agreed that it is most desirable that all teacher members of either the negotiating team or the Professional Relations Committee be personnel with tenure in the Riverton School District.

ARTICLE IV

RIGHTS

A. Board Rights

1. The Board reserves to itself, except as otherwise specified via the agreement, sole jurisdiction and authority over matters of policy, and the implementation thereof, to carry out its state-mandated responsibility to manage and direct all of the operations and activities of the School district in accordance with applicable laws and regulations.

B. Teachers Rights

1. Pursuant to Chapter 303, Public Laws 1968, the Board of Education hereby agrees that every employee of the Board eligible for membership in the negotiating unit as recognized in Article II of this agreement, shall have the right freely to organize, join and support the Riverton Education Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the association and its affiliates, his participation in any activities of the association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

Article IV
Rights

2. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

3. Nothing contained herein shall be construed to deny to any teacher such rights as he may have under New Jersey Laws.

4. A teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Riverton School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. In the event grade changes are considered necessary by the principal changes will be made by the administrative principal and the teacher so notified.

5. This agreement does not limit the right of any teacher to act as an individual in relationship with the administrative principal or the Board, if he so desires, and this action does not violate the provisions of this agreement.

C. Association Rights and Privileges

1. Representatives of the Association, Burlington County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to hold meetings to transact official Association business on school property provided that this does not interfere with or interrupt school operations; does not conflict with Board-approved activities or facility rental; does not require buildings to be opened at times they are normally closed and does not require additional janitorial or maintenance time. Clearance for such meetings must be obtained from the administrative principal. Barring scheduling conflicts, the administrative principal always grant such clearance. The clearance procedure does not apply to Association committee meetings. Additionally, the Association will be permitted to rent school facilities in accordance with Board's established rental policy.

2. The Association shall be permitted to use school-owned equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment as reasonable times when such equipment is not otherwise in use, provided that the equipment is not removed from the school district property. The Association shall pay for all materials and supplies incident to such use. The Association shall be responsible for the equipment while using same and will reimburse the Board for any damage to, or loss of, the equipment while in such use.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint involving a teacher's welfare and/or work situation where it is felt one of the terms of this agreement has been violated, or where it is felt there has been a misinterpretation or misapplication of a policy, agreement or administrative decision and where the aggrieved has been unable to obtain satisfactory resolution of the complaint through informal discussion with the administration.

2. An "aggrieved" person is the person or persons making the complaint.

3. A "party at interest" is the person or persons making the complaint and any person or group who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, complaints which may be brought to grievance. Both parties agree that these proceedings will be kept as informal and as confidential as possible at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the Administration, and having the complaint adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement, established Board policies and/or State regulations.

3. The teacher having a complaint or problem shall discuss the matter with the administrative Principal to resolve it. If the matter is not resolved at this stage, both parties will sign a written statement that a discussion was held.

C. Professional Relations Committee

1. The personnel of the Professional Relations Committee (hereinafter known as the PR Committee) established in Paragraph E of this agreement shall in whole, or in part, be the PR Committee to consider grievances as hereinafter set forth.

Article V
Grievance Procedure

2. If a teacher-member of the PR Committee is the "aggrieved," the president of the Association shall appoint an alternate to replace such aggrieved PR member for the purpose of hearing the specific grievance involved.
3. Consideration of grievances shall not be deemed to make any matters subject to negotiation unless specifically included in this agreement by mutual consent of both the Board and Association.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be reduced or extended by mutual consent of all parties at interest as defined.
5. Any complaint brought under this procedure must be presented within ten (10) school days of the action under complaint or it may not be considered a grievance unless mutually consented to by both Board and Association.
6. Once submitted, the formal written grievance must stand as written through all steps.

D. Procedure

Level 1 If a teacher is unable to have his complaint adjusted to his satisfaction informally, he may proceed to formal grievance. If the teacher wishes to present a formal grievance, it must be presented in writing to the administrative principal within five (5) school days of the date on the written statement. The Administrative Principal must reply in writing to the Aggrieved within five (5) school days.

Level 2 If the aggrieved is not satisfied with the discussion of his grievance at Level 1, or if no decision has been rendered within the five (5) school day period, he may proceed to the next level. If proceeding to the next level he must submit, within five (5) school days, a copy of the original grievance and the reply, if any, to the Association members of the PR Committee. The Association PR Committee must review the grievance within five (5) school days after receipt and, if valid, submit it within that period to the Administrative Principal. If, however, in their judgment the grievance is without merit, they may recommend to the Aggrieved that he file a written withdrawal of his grievance with his immediate superior. Should the Aggrieved not wish to withdraw, the Association PR Committee must forward the grievance as written to the Administrative Principal within two (2) school days of such refusal.

Article V
Grievance Procedure

Level 3 Administrative Principal must report his decision to the Aggrieved in writing within ten (10) school days with a copy to the Association PR Committee. If the Aggrieved is not satisfied with the decision of the Administrative Principal or if no decision has been received within ten (10) school days, he may, within five (5) school days after a decision by the Principal or fifteen (15) school days after the grievance was filed with the Adm. Principal whichever is earlier, request in writing a meeting with the Joint Board Association PR Committee. Such meeting must take place within fifteen (15) school days of the request.

Level 4 When the Aggrieved has requested that the Joint Board-Association PR Committee review his grievance, he must submit to the Committee the original written grievance and all written replies within fifteen (15) school days of Level 3 reply. If the full committee can agree upon a decision, a written reply with copies to the Administrative Principal and the Association President must be provided. If the full committee cannot agree upon a decision, or if the Aggrieved is not satisfied with the full committee's decision, the Aggrieved may proceed to Level 5 within fifteen (15) school days of receipt of reply.

Level 5 Grievances reaching Level 5 will be of two types only: (1) Alleged violation, misinterpretation or misapplication of the terms of this agreement, or (2) a grievance concerning an alleged misinterpretation or misapplication of a policy, agreement or administrative decision. If the aggrieved remains dissatisfied upon the grievance reaching Level 5, the matter shall be deemed to have reached an impasse. If the grievance has to do with the first type above specified, that is, an alleged violation of the terms of this agreement, it shall be submitted to the N.J. Public Employment Relations Commission for procedure as provided in Section S, Paragraph (B) of Chapter 303 of the New Jersey Laws of 1968, and if said Commission fails to resolve the impasse by mediation, the Aggrieved and the Board agree that recommendation for settlement which may be made by the Commission following fact finding, shall be binding upon and accepted by both parties. If the grievance is of the second type above specified, it shall be submitted in writing with all replies to the full Board of Education within fifteen (15) school days of the Level 4 reply. The Aggrieved shall have the right to appear in person for a hearing before the full Board if he shall so desire. The Board's decision must be made in writing to the Aggrieved, with copies to the Administrative and the full PR Committee, within twenty (20) school days of submission.

Article V
Grievance Procedure

If the Aggrieved by not satisfied with the decision of the Board, he may have recourse as upon an impasse to the N.J. Public Employment Relations Commission pursuant to the above cited Section of Chapter 303 of the Laws of 1968 for non-binding arbitration, and the Board agrees that it will give consideration to any recommendation for settlement. In the event of an Association grievance, the procedure to be followed is the same as that for a teacher through Levels 1, 3, 4 and 5.

E. A Professional Relations Committee shall be established with membership as follows:

1. Three (3) members of the Association, appointed by the Association, plus the President of the Association ex-officio.
2. Three (3) members of the Board, appointed by the Board, plus the President of the Board ex-officio.
3. The Administrative Principal who shall act as chairman, except in meetings called to consider grievances.
4. The purpose of the PR Committee shall be to meet, as necessary, to consider matters referred to the committee under this Grievance Procedure.
5. The permanent PR Committee, as outlined above, may delegate specific duties to temporary sub-committee formed from membership of either or both of the parent organizations. Such action must be agreeable to the permanent members of the PR Committee.

F. General Stipulations

1. All mediation and fact finding expenses incurred under Level 5 will be shared equally by the Board and the Association.
2. The Board and the Association will cooperate in the creation of whatever suitable forms are required.
3. All meetings relative to grievances shall be private with proper notice of date, time, and place given to those persons participating.
4. 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.

ARTICLE VI

TEACHER EVALUATION & TEACHER'S FILES

A. Teacher Evaluation

1. All monitoring or observation of the work performance shall be conducted with the full knowledge of the teacher.
2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
3. The administration shall establish procedures that will guarantee a minimum of two (2) written evaluations per year for each non-tenure teacher and one (1) for each tenure teacher.

B. Teachers' Files

1. Commencing with the school year 1970-71 a teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators. No such report shall be 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. The teacher must sign and date each such document as evidence of having seen it. Signature does not indicate agreement with the contents. Failure of the teacher to sign and date such documents does not preclude entrance of this data in his file.
2. Commencing with the school year 1970-71, no material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review any such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Administration and attached to the file copy. Failure of the teacher to sign and date such documents does not preclude entrance of this data in his file.
3. Commencing with the school year 1970-71 a teacher shall have the right, upon request, to review the contents of his personnel file which deal with classroom evaluations, past contracts and like material. The Board reserves the right to protect the confidentiality of personal references, academic credentials, health examinations, credit inquiries and references, and other similar documents.

ARTICLE VII

FAIR DISMISSAL PROCEDURE

A. Non Tenure Teachers

1. Any non-tenure teacher dismissed during the school year for just cause concerning his teaching proficiency will receive notice or pay in lieu of notice in accordance with provisions of his individual contract. Such dismissal is not subject to grievance.

2. Failure to rehire a non-tenure teacher is not subject to grievance.

B. Tenure Teachers - Dismissal for Cause

1. Any teacher dismissed will receive notice or pay in lieu of notice in accordance with provisions of his individual contract.

2. Such teacher will be advised via conference and a written report of the reasons for such dismissal.

3. No tenure teacher shall be dismissed or reduced in compensation except pursuant to the provisions of the tenure employees hearing law - 18A:6-10 et seq.

ARTICLE VIII

TEACHING HOURS & TEACHING LOAD

A. Teaching Hours

1. The length of the teachers' basic academic day shall not exceed seven (7) hours and shall encompass the students' classroom day.

B. Teaching Load

1. Each school teacher shall have five (5) free lunch periods per week except when assigned supervisory duty.

2. All professional staff members shall attend to any extracurricular duties as may be assigned by the school administration.

ARTICLE IX

TEACHERS' CONTRACTS AND SCHOOL YEAR

A. In Accordance with established Board policy, the following procedure will apply to teachers' contracts:

1. Salary notices for tenure teachers shall be issued during the two week period following the March Board Meeting at which they are approved. Signed Contracts should preferably be returned to the principal's office by the 30th of March. All contracts not returned within 50 days of issue will be considered void by the Board of Education.

2. Contracts to non-tenure teachers shall be issued during the two week period following the April meeting at which they are approved. Signed contracts are expected to be returned to the principal's office by the 30th of April. All contracts not returned by said date may be considered void by the Board of Education.

B. School Calendar

1. The school calendar shall be set forth annually by the Board at its regular meeting in April. Prior to that meeting, the Association will bring to the attention of the Board through the administrative principal any date or dates that it feels should be considered as non-school days.

ARTICLE X

SICK LEAVE

A. Sick Leave shall be granted to all full time and half time teachers employed by the district on the basis of twelve (12) sick leave days for each school year employed in the district. The twelve days shall be available each year as of the first official day of that teacher's school year whether or not the teacher is sick on that day.

B. Unused sick leave days shall be accumulative from year to year with no maximum limit.

C. All employees absent more than three (3) consecutive school days shall be required to support their claim for sick benefits with proof of disability.

ARTICLE XI

ACCUMULATED SICK LEAVE

INCENTIVE PLAN

When a teacher retires after twenty-five (25) years or more employment in the Riverton School District such teacher shall receive a lump sum payment of ten dollars (\$10.00) per day for each day of accumulated unused sick leave. Such payment shall not be made in the event of cessation of employment due to death.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Personal Business

1. With the advance approval of the principal, an employee may be granted time off with pay for personal business, not to exceed a total of two (2) days in a school year. Such time off will be in keeping with nature of the need for the absence and may be granted in units of a half day. Justifiable reasons for personal business leave include:

- (a) Legal Business, such as court appearance, real estate transaction, etc.
- (b) Marriage
- (c) Graduation Exercises of the employee or a member of his immediate family.
- (d) Such other reasons as may be approved by the principal.
- (e) Illness in the immediate family.

2. All such requests must be approved by the principal at least five (5) days in advance (except in case of emergency) of the requested absence.

3. No personal days will be granted immediately before or after holidays or academic breaks.

ARTICLE XIII

MATERNITY LEAVE

1. As soon as any married female in a certificated position shall become aware of her pregnancy, she shall immediately notify the principal. Arrangements shall then be made as to the termination of the teaching assignment of a non-tenure person and/or the resignation or leave of absence of a tenure person. The teacher shall file with the Board of Education not later than (6) months before the expected birth of the child, an application for a maternity leave together with a physician's certificate setting forth the expected date of birth. The termination of work normally will be no later than five (5) months prior to estimated date of arrival. Said teacher may be eligible to receive upon the recommendation of the Board of Education, maternity leave, without pay.
2. A maternity leave of absence shall be for a period of time designated by the Board of Education. If the baby is born between September 1 to May 31 of the school year, the teacher must return no later than September 1 of the following school year. If the baby is born between June 1 to August 31 the teacher may return that September 1st, if she so desires after passing a physical examination (paid by the board). If she decides to wait, or cannot pass the physical, she must return by the following September 1st.
3. Any such employee who has been granted a maternity leave of absence may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board of Education and the employee, and any other examination deemed necessary by the Board so that it might satisfy itself that the employee is physically and mentally able to perform her duties in a proper manner.
4. All benefits to which a teacher was entitled at the time her leave of absence commenced, including sick leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. Teachers returning from a leave of absence will be placed on the latest salary guide.
5. Any female teacher adopting an infant child may receive similar leave as stated in paragraph above, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for adoption.
6. All requests must be made in writing.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board will make available New Jersey Blue Cross-Blue Shield with Rider J policy on the following basis:
1. The Board will pay full (100) percent of the cost of basic Blue Cross-Blue Shield with Rider J coverage to those staff members wishing to avail themselves of the coverage. This full cost will apply to the cost of the single subscriber rate only.
 2. As an option to the above plan the Board will pay the cost of the New Jersey Education Association's two way Group Income Protection Plan from Washington National based on the premium of \$12.82 per month for ten months. The above noted cost will be paid in full by the Board.
 3. Only one of the above noted insurance plans will be paid by the Board. Individual's choice must be indicated to the Administrative Principal by the first day of the school year.

ARTICLE XV

EXTRA DUTY PAY

- A. Extra pay of \$300.00 will be paid for conducting the Intramural Program. This program includes approximately 180 hours of teaching time. This time is over and above normal extracurricular duties and outside normal school hours. It includes direction of girl's hockey, girl's basketball, boy's tag football, boy's basketball, boy's and girl's softball & bowling.

ARTICLE XVI

SALARY SCHEDULE

The salary schedule becomes effective July 1, 1971 for the ensuing school year contingent upon the approval of the entire school budget at the annual school election in February. If the budget is defeated, negotiations relative to salaries will be re-opened at the request of the Board. See Schedule S-1

ARTICLE XVII

NO STRIKE - NO LOCK-OUT

Since adequate procedures for negotiations and grievance settlement have been provided in this agreement, it is mutually agreed by the Board and the Association that neither party will resort to a lock-out, strike, or sanctions for the duration of the agreement.

ARTICLE XVIII

EFFECTIVE DATE AND DURATION OF AGREEMENT

- A. The effective date of this agreement is July 1, 1971
- B. The duration of this agreement is until June 30, 1972 or until a successor agreement is negotiated and signed, whichever is later

Signed this 24th day of May, 1971

John Sharp
President, R.E.A.

Joseph A. Antonelli
President, Riverton Board of
Education

Ludith Jacobsen
Secretary, R.E.A.

Robert W. Shahan
Secretary, Riverton Board of
Education

Agreement Concerning
Special Service Staff

- C. Custodians shall have the following holidays off with pay:
Thanksgiving, Christmas, New Years Day, Memorial Day,
Fourth of July, Labor Day, Good Friday, Presidents Day.

Signed this 24th day of May, 1971

John Sharp
President, R.E.A.

Joseph A. Antonelli
President - Board of Education

Judith Jacobsen
Secretary, R.E.A.

Robert H. Strahan
Secretary - Board of Education

SCHEDULE 3.1

RIVERTON SCHOOL SALARY GUIDE
1971 - 1972

YEARS	INCREMENTS	NURSE GUIDE	BA OR BS DEGREE	BA OR BS 15 CREDITS GRAD	MA OR MS DEGREE INCL 30 CREDITS	MA OR MS 15 CREDITS GRAD
1	0	6100	7400	7700	8000	8300
2	250	6350	7650	7950	8250	8550
3	250	6600	7900	8200	8500	8800
4	300	6900	8200	8500	8800	9100
5	300	7200	8500	8800	9100	9400
6	300	7500	8800	9100	9400	9700
7	300	7800	9100	9400	9700	10,000
8	300	8100	9400	9700	10,000	10,300
9	300	8400	9700	10,000	10,300	10,600
10	350	8750	10,050	10,350	10,650	10,950
11	350	9100	10,400	10,700	11,000	11,300
12	400		10,800	11,100	11,400	11,700
13	300				11,700	12,000

A \$100.00 service increment over the specified guide figure will be granted after 15 years of consecutive service in Riverton School District. This \$100.00 increment will be added to the agreed upon guide for each year thereafter.

SALARY SCHEDULE NOTES

1. Master equivalent under 30 credits and BA/BS \neq 15 under 15 credits will be retained at the equivalency level for one year.
2. Deficient credits to reach the equivalency levels \neq 15 or \neq 30 must be obtained within 1970-71 year.
3. If deficient credits are not obtained during this period those involved will revert back to the next guide position.
4. Credits used to determine guide position equivalency must be those that are needed in a degree program, State Certification program, or recommended by a college advisor or be approved by the Administrative Principal

LETTER OF AGREEMENT NO. 1

Pursuant of Chapter 303, Public Laws of New Jersey 1968 it is hereby mutually understood and agreed between the Riverton Education Association and the Riverton Board of Education that the following Board policies affecting conditions of employment become null and void effective 1 July 1971:

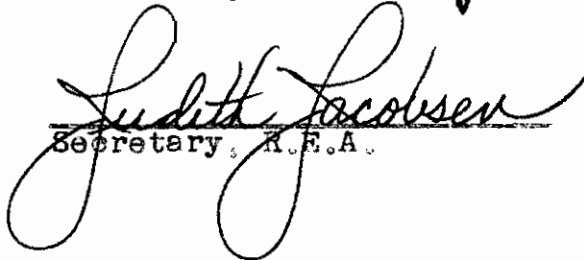
Article VIII Rule 2, Paragraph 3 - Adopted 10-3-66
Where illness of a member of the immediate family living in the employee's household requires an employee to be absent, the principal may grant family illness leave, not to exceed a total of five days with pay during a school year. This leave shall not be deducted from an employee's accumulated personal sick leave allowance. When absence of more than two days at one time is required due to illness in the immediate family, a physician's certificate may be required.

Article XII Salary Guide - Part II - Provision No. 7
Adopted March 4, 1959 - Revised November 7, 1960
Revised March 6, 1961
Not more than four annual increments will be granted to a teacher except that teacher continues his/her professional preparation in courses approved by the principal and education committee to the minimum extent of six undergraduate or four graduate semester hour credits during each four year period.

Signed this 24th day of May, 1971


President, R.E.A.


President - Riverton Board of Education


Secretary, R.E.A.


Secretary - Riverton Board of Education