

**IN THE MATTER OF FACT FINDING BETWEEN:**

HAVERHILL SCHOOL DISTRICT

&

HAVERHILL EDUCATION ASSOCIATION

SUPPORT STAFF UNIT

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**FACT FINDER'S REPORT AND RECOMMENDATIONS**

**Introduction**

The School Committee of the City of Haverhill ("Committee" or "School District") and the Haverhill Education Association, Education Support Staff Unit ("Association") have been negotiating over the terms of a successor collective bargaining agreement to the one that expired on June 30, 2023. On December 3, 2023 the Massachusetts Department of Labor Relations directed the parties to mediation and appointed a State Mediator. The parties engaged in mediation for a number of sessions but were unable to reach a successor Agreement. The parties did reach a number of tentative agreements, and those tentative agreements should be included within their successor Agreement.

The Department then appointed the undersigned to serve as the Fact Finder for the unresolved issues. Prior to a Fact Finding hearing, the parties agreed to attempt mediation to determine whether they could resolve the underlying issues. Mediation sessions were held with the Fact Finder on August 29, and October 17, 2024.

A successor Agreement could not be reached, and the dispute was then scheduled for a Fact Finding hearing. Fact Finding hearings were conducted on March 21, and April 9, 2025. Nicholas Pardo, Field Representative, represented the

Association. The School Committee was represented by David Connelly, Esq. The parties submitted written materials, made presentations on the open issues, and filed written briefs after the conclusion of the hearing.

The parties brought the following issues to Fact Finding:

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|--|---------|
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### **Analysis and Recommendations**

Initially, it must be noted that the fact-finding process is a continuation of the collective bargaining process. It is not meant to supplant direct negotiations between the parties. Nevertheless, at times parties cannot reach a successor agreement and it is necessary for a neutral to offer recommendations, hopefully, to settle the unresolved issues, and bring a measure of finality to the impasse. In making their recommendations, fact finders are interested in such concepts as prevailing standards, that is, what are the benefits and conditions of employment for support staff employees in other Massachusetts School Districts. Seldom will novel and untried solutions be part of a fact finder's recommendations.

In making the recommendations in the present report, I have considered the traditional criteria often used by fact finders; concepts such as ability to pay, wages and benefits of comparable school districts, and the cost of living. I have attempted to make reasonable recommendations that are both fair and acceptable to the parties. Each of

the issues will be separately addressed. It should be noted, however, that the recommendations are offered as a "total package" to resolve the current impasse.

**1. Salary Increases & Duration**

The current wage schedule for bargaining unit positions is as follows:

**Current Wage Scale**

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 YOS)	\$21.32
2(4-9YOS)	\$24.36
3 (10+ YOS)	\$27.41

**SCHOOL BOARD PROPOSAL**

The School Board proposes a three year agreement commencing July 1, 2023 through June 30, 2026. The Committee proposes annual wage increases of 4% for FY24, 3% for FY25, and 3% for FY26.

The Board contends that its proposal aligns with the District's fiscal realities and maintains consistency with agreements reached with other school unions in Haverhill during the same period. The District wage proposal is as follows:

**Year 1 (School Year 2023-2024) 4% General Wage Increase**

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 YOS)	\$22.17
2 (4-9 YOS)	\$25.33
3(10+YOS)	\$28.51

**Year 2 (School Year 2024-2025) 3% General Wage Increase**

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 Y0)	\$22.84
2 (4-9 YOS)	\$26.09
3 (10+ YOS)	\$29.36

**Year 3 (School Year 2025-2026) 3% General Wage Increase**

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 YOS)	\$23.52
2 (4-9 YOS)	\$26.88
3 (10+)	\$30.24

UNION PROPOSAL

The Union proposes a two year contract from July 1, 2023 through June 30, 2025. The Union's wage proposal is as follows:

Year 1 (School Year 2023-2024)

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 YOS)	\$25.25
2 (4-9 YOS)	\$29.75
3 (10-14 YOS)	\$33.75
4(15+ YOS)	\$36.25

Year 2 (School Year 2024-2025) 6.0% General Wage Increase

<b>Step</b>	<b>Hourly Rate</b>
1(1-3 YOS)	\$26.77
2 (4-9 YOS)	\$31.54
3 (10-14 YOS)	\$35.78
4 (15+ YOS)	\$38.43

**Discussion**

Determining the "appropriate" salary increase is not an exact science. In general, arbitrators and fact finders consider the cost of living, wages and benefits of para-educators in comparable communities, the ability of the employer (or citizens) to pay for an increase in wages, the bargaining history of the parties and recent contract settlements. Neutrals often consider wage settlements that have occurred within the municipality (school district), as internal wage settlements demonstrate the so-called "going rate" and the municipal employer's ability and willingness to pay, in the current economic times.

Although relevant and instructive, the wage settlements for other School District bargaining units for the period of this three year contract should not be considered as binding for Paraeducators for the contract period under consideration in this case. In particular, a review of collective bargaining agreements for

paraeducators demonstrates that over the past two to three years there have been significant market adjustments to reflect the relatively low pay and the difficulty of retaining Paraeducators. During this period it has not been unusual for wage increases for teachers, on a percentage basis, to be less than provided to Paraeducators. Since the parties agreed to a wage settlement for 2020-2023, there has been significant attrition for Paraeducators, and a number of school districts have agreed to market adjustments for Paraeducator wages that warrant considering what has been occurring in the region and comparable school districts

## II. Comparability

The parties disagree as to which communities should be the basis for comparisons with Haverhill. The School District maintains that the wage rates of nearby communities should be the appropriate universe, and this includes Amesbury, Andover, Boxford, Dracut, Georgetown, Groveland, Ipswich, Lawrence, Merrimack, Methuen, Middleton, Newbury, Newburyport, North Andover, North Reading, Rowley, Salisbury, Tewksbury, Topsfield, West Newbury, Wilmington. The Union's universe of comparable communities is smaller and includes the communities of Chelsea, Everett, Lowell, Lynn, Malden, Methuen, Peabody, Salem, and Revere.

There is no right or wrong answer in deciding which communities are in fact comparable. Comparability does not mean that the communities must in fact be equivalent in each and every respect. There in fact may be reasons to compare various conditions of employment that exist for Haverhill Support staff with the support staff employees in a large number of municipalities. For example, the facts

may show that there is a consistent statewide trend, for example, for working hours, or other working conditions. Thus, a comparison with a large number of communities would be most relevant in this regard.

Nonetheless, looking at wage settlements and wage rates in other financially distressed communities and wage increases in nearby communities is certainly relevant in considering wage increases for Haverhill Support Staff employees for this successor Agreement. The Massachusetts Legislature has designated Haverhill as a "Gateway City" determined by both the income, education levels, and diversity of the City's residents. (UX-2B). Within thirty (30) miles of Haverhill, there are ten (10) other Gateway Cities - Chelsea, Everett, Lawrence, Lowell, Lynn, Malden, Methuen, Peabody, Revere, and Salem. The Fact Finder will consider Gateway communities within a thirty mile radius, and also nearby school districts of Andover, Tewksbury, North Andover, and Masconomet.

In reviewing Paraeducator Agreements, unlike teacher Agreements, which have homogenous salary schedules, support staff personnel have more varied wage structures; Support Staff employees are referred to in other districts as Paraprofessionals, Instructional Assistants, or Instructional Aides. A review of the wage schedules of the Collective Bargaining Agreements submitted for paraeducators vary from contract to contract, with different numbers of steps, some expressed in hourly rates, other as annual salaries. There are also different wage schedules based on educational attainment and years of service. There are also different fringe benefits that exist for Paraeducators in other school districts. The primary issue in this dispute relates to wages. The Union

has not sought to change the level of fringe benefits in these negotiations. Accordingly, this fact finding report will consider and review Paraprofessional wage rates, not the other fringe benefits that exist for Paraeducators in other school districts.

A review of wage rates from the submitted contracts for the relevant time frame are as follows:

**Chelsea Five Step Schedule for Three Classifications**

<u>FY 24</u>		
Paras	Min. 17.96	Max. 22.90
Teaching Assist. Assoc.	Min. 20.52	Max. 25.89
Teaching Assist. BA.	Min. 22.88	Max. 28.29

<u>FY 25</u>		
Paras	Min. 21.06	Max. 26.58
Teaching Assist. Assoc.	Min. 23.70	Max. 29.92
Teaching Assist. BA.	Min. 26.13	Max. 32.99

<u>FY 26</u>		
Paras	Min. 23.58	Max. 29.76
Teaching Assist. Assoc.	Min. 26.36	Max. 33.28
Teaching Assist. BA.	Min. 28.91	Max. 36.50

**Everett Ten Step Schedule for three Classifications**

<u>FY 24</u>		
Paras	Min. 22,969	Max. 31,729
Assoc. Degree	Min. 25,330	Max. 34,242
BA. Degree	Min. 27,565	Max. 36,983

<u>FY 25</u>		
Paras	Min. 32,969	Max. 41,729
Assoc. Degree	Min. 35,330	Max. 44,242
BA. Degree	Min. 37,565	Max. 46,983

<u>FY 26</u>		
Paras	Min. 33,958	Max. 42,981
Assoc. Degree	Min. 36,390	Max. 45,569
BA. Degree	Min. 38,692	Max. 48,392

**Lowell 12 Step Schedule**

Starting July 1, 2024 starting salary for paras is \$33,000.  
 July 1, 2024 3% and midpoint 1%  
 July 1, 2025 3% and midpoint 1%  
 July 1, 2026 3%

**Lawrence 3 Steps 3 Classifications (expired 6/30/25)**

FY 24

Group 1 - Non-Instructional Paras	
0-4 Years	16.39
5-9 years AA	18.28
10+	20.27

Group 2 -Instructional, 1-1 Paras, Classroom Paras	
0-4 Years	22.28
5-9 years AA	25.46
10+	29.71

Group 3 - Specialist Paras	
0-4 Years	24.00
5-9 years AA	26.52
10+	31.83

**Lynn 4 Steps 3 Classifications**

<u>Instructional FY 2024</u>	3.5% Increase	
Paras High School		Min. 21.15 Max. 26.77
Assoc. Degree		Min. 25.22 Max. 30.85
BA. Degree		Min. 27.10 Max. 32.66

<u>Instructional FY 2025</u>	3.5%	
Paras High School		Min. 21.89 Max. 27.71
Assoc. Degree		Min. 26.10 Max. 31.92
BA. Degree		Min. 28.04 Max. 33.81

**Methuen 10 Steps 1 Classification**

FY 2024	Min. 20,808 Max. 24,970
FY 2025	Min. 30,000 Max. 33,000
FY 2026	Min. 30,985 Max. 36,000

**Peabody 3 Steps**

<u>FY 2024</u>	
Assoc. Degree	Min. 19.00 Max. 21.00
BA. Degree	Min. 20.50 Max. 23.00

<u>FY 2025</u>	
Assoc. Degree	Min. 20.00 Max. 22.00
BA. Degree	Min. 21.50 Max. 24.00

**Salem 2 Steps 2 Classifications**

FY 25	
Instruction Paras	Min. 22.84 Max. 23.41
Intensive Paras	Min. 25.12 Max. 25.75

FY 26	
Instruction Paras	Min. 23.47 Max. 25.47
Intensive Paras	Min. 26.47 Max. 28.47

**Revere 4 Steps - One Classification**

FY 25	Min. 26.00 Max. 30.00
FY 26	Min. 27.00 Max. 31.00

**Tewksbury 7 Steps - Two Classifications**

FY 25		
No Degree	Min. 23.38	Max. 27.45
With Degree	Min. 24.91	Max. 31.01
FY 26		
No Degree	Min. 24.26	Max. 29.32
With Degree	Min. 25.78	Max. 32.86

**North Andover 12 Steps - One Classifications**

FY 24	Min. 21.25	Max. 36.35
FY 25	Min. 21.78	Max. 37.26
FY 26	Min. 22.33	Max. 38.19

**Amesbury 5 Steps - Three Classifications**

FY 24		
Para (High School)	Min. 20.61	Max. 22.45
Para (Assoc)	Min. 25.62	Max. 29.44
Para (BA)	Min. 27.72	Max. 31.06
FY 25		
Para (High School)	Min. 21.28	Max. 23.76
Para (Assoc)	Min. 26.45	Max. 31.16
Para (BA)	Min. 28.62	Max. 32.87

**Masconomet 10 Steps - One Classification**

FY 25	Min. 19.96	Max. 26.06
FY 26	Min. 21.24	Max. 27.71

There is a wide discrepancy in wage rates from school district to school district. In addition, as can be seen from the above chart, the wage increases have varied considerably from school district to school district. The below chart reviews those contracts that express wage rates in hourly amounts, (i.e.) not expressed as an annual salary. What this chart shows is the overall trend over three years in Paraeducator hourly wage rates.

School District	2023-2024	2024-2025	2025-2026
<b><u>Chelsea</u></b>			
Min	\$ 17.96	\$ 21.06	\$ 23.58
Max	\$ 22.90	\$ 26.58	\$ 29.76
<b><u>Lawrence (Instructional)</u></b>			
Min	\$ 16.39		
Max	\$ 20.27		

**Malden (FY 23)**

Min \$ 27.62  
Max \$ 32.04

**Lynn**

Min \$ 21.15 \$ 21.89  
Max \$ 26.77 \$ 27.71

**Peabody**

Min \$ 19.00 \$ 20.00  
Max \$ 21.00 \$ 22.00

**Salem**

Min \$ 22.84 \$ 23.47  
Max \$ 23.41 \$ 25.47

**Tewksbury**

Min \$ 26.00 \$ 30.00  
Max \$ 27.00 \$ 31.00

**North Andover**

Min \$ 23.38 \$ 27.45  
Max \$ 24.26 \$ 29.32

**Amesbury**

Min \$ 21.25 \$ 21.78 \$ 22.33  
Max \$ 36.35 \$ 37.26 \$ 38.29

**Masconomet**

Min \$ 20.61 \$ 21.28  
Max \$ 22.45 \$ 23.76

**Revere**

Min \$ 26.00 \$ 27.00  
**Max** \$ 30.00 \$ 31.00

AVERAGE MIN \$ 21.53 \$ 22.69 \$ 25.64  
AVERAGE MAX \$ 25.26 \$ 26.89 \$ 30.81

The above chart shows a wide variation in wage rates and settlements over the three period. What is clear is a trend over the three year period, for wage rates to have increased by more than the cost of living. This reflects the fact that some communities have provided market adjustments in addition to cost of living adjustments. (e.g. Malden, Everett, Chelsea, and Methuen agreed to

significant increases to the lowest paid ESPs in their Districts). As stated above, the facts reflect the need to increase wages due to comparability, and the difficulty in hiring and retaining Paraeducators.

Retention is certainly an issue that confronts the Haverhill School District. Specifically, the 2021-2022 school year saw thirty one (31) ESPs leave their respective positions. For the 2022-2023 school year, fifty five (55) ESPs exited their respective positions. The next school year, 2023-2024, sixty six (66) ESPs left their positions. In the current school year, forty five (45) ESPs exited their respective positions. Only 24.8% (60) of the current ESPs in Haverhill have been employed by the District for more than ten school years. Due to the high attrition and the need to staff Paraeducators, the School Committee has used a staffing agency to fill open ESP positions, and is paying an hourly rate significantly more than it pays bargaining unit employees.

The Union has proposed a so called a market adjustment in the first year of the Agreement that would amount to more than a 20% increase, and a 6% increase for the second year, along with a new fifteen year step. The Employer's proposal for the three year agreement is 4%, 3% and 3%; the same percentage increases agreed to by other school district employees. The gap between the parties' wage proposals is huge, with a \$1,443,202.05 gap in school year 2023-2024, and a \$1,670,505.57 difference in school year 2024-2025.

It is true that Haverhill has financial conditions that, are to some extent, more favorable than other Gateway communities; it has a tax rate that is below what is legally permitted, has not asked the citizens for a

Proposition 2 ½ override, and it has a healthy reserve. Nonetheless, the Union's wage proposal is too costly for a two year agreement, and cannot be recommended for this successor Agreement.

The School District's proposal, however, does not consider the recent increase in wage rates that have been provided to other Paraeducators in comparable communities. A review of these other communities shows similar financial conditions as exist for the City of Haverhill, and many share similar attributes in that that they have high unemployment, high poverty levels, and challenges to their ability to raise revenue. Ability to pay is somewhat of a misnomer, as the issue can be stated as a willingness to pay. For this Agreement, more must be done to increase the wage rates of Paraeducators than proposed by the School District, that are within its ability to pay.

The parties disagree on what should be the duration of this successor Agreement. The Union proposes a two year agreement, and the District a three year agreement. The Union's argument is that it should be on the same cycle as the teachers and since the Teachers' agreement expires on June 30, 2025, the Paraeducators Agreement should also end at the same time. The District, on the other hand, seeks a three year agreement, and has no interest in having the Paraeducators' Agreement tied to the same cycle as the Teachers, the largest City bargaining unit.

The Union makes a legitimate argument that the Paraeducators' Agreement should be tied to the same negotiation cycle as the Teachers'. This could possibly save time and costs of negotiations, as the negotiations for the two groups could be merged. Nonetheless, for a number of reasons the Union's proposal cannot be

recommended. First, it must be stated that the Paraeducators have historically been on a different negotiation cycle than the Teachers. Moreover, the Paraeducators are a different bargaining unit, with a distinct community of interest from teachers, they have their own separate agreement, and unique working conditions. Third, the Union's proposal for a two year agreement would mean that this successor Agreement would expire in less than a month from the date of this Report. It would be nonsensical to have gone through these extended negotiations, which have lasted for more than two years, to have the parties, the next day, begin negotiations for a new successor Agreement. It is of the utmost importance to reach an agreement and have some labor stability for this bargaining unit for at least one more year. Finally, and most importantly, a three year agreement permits better ability to provide a larger wage increase that could be implemented in the third year, which, by deferring to this time, would be more affordable for the District.

**Recommendation - Wages Increases and Duration**

Based on the totality of facts presented during the proceedings and for the reasons discussed above, the parties should agree to a three-year agreement. The Board's wage proposal for the first year of 4% and 3% for the second year of the Agreement should be adopted. For the third year of the Agreement commencing July 1, 2025, the parties should agree to increase each step of the wage schedule by \$1.00 on July 1<sup>st</sup> 2025, and by an additional \$1.20 on the first pay period in January 2026.

### **ESP Substitute Teaching Differential**

The current Collective Bargaining Agreement provides for payment for those Support Personnel who substitute for absent teachers and also for clerical staff. The current provision reads:

Educational Support Personnel who substitute for absent teachers shall receive \$25.00 per day, unless they are certified. If certified as a teacher, they shall receive \$115.00 per day or current rate. Educational Support Personnel who substitute for clerical staff shall receive \$25.00 per day.

#### **UNION POSITION:**

Educational Support Personnel who substitute for absent teachers shall receive \$50.00 per day, unless they are certified. If certified as a teacher, they shall receive \$115.00 per day or current rate. Educational Support Personnel who substitute for clerical staff shall receive \$50.00 per day.

#### **SCHOOL COMMITTEE POSITION:**

Educational Support Personnel who substitute for absent teachers shall receive \$30.00 per day, unless they are certified. If certified as a teacher, they shall receive \$115.00 per day or current rate. Educational Support Personnel who substitute for clerical staff shall receive \$30.00 per day.

### **Discussion**

It is not unusual to have provisions in support staff agreements to pay a per diem amount for those Paraeducators that substitute for absent teachers and clerical staff. There is no set amount and the rate vary from contract to contract. It appears that this rate has not increased since 2018. There is ample justification to increase the amount,

and I would recommend that the rate be increased to \$40.00 per day and be effective starting the third year of the parties' Agreement.

Recommendation - Substitute Differential

The parties should agree to increase the rate to \$40.00 at the beginning of the third year of the Agreement.

**Preparation Time for Library & Technology ESP's**

At the present time there is no provision providing preparation time for Library and Technology ESPs.

UNION POSITION:

Library and Technology Education Support Personnel will be provided with five (5) preparation periods per week which shall be set up on a one (1) 45 minute period per day whenever possible.

SCHOOL COMMITTEE POSITION:

The School Committee opposes the Union's proposal.

**Discussion**

The issue of preparation time for paraeducators is not just a language condition concerning working conditions, but also could have financial impacts. Specifically, it costs additional funds to provide coverage for the time necessary to provide release of personnel for the preparation time. A review of contract provisions submitted in the hearing does not show any prevailing practice for preparation time for Paraeducators. Moreover, I am not sure of potential impacts on scheduling that would occur to provide for preparation time for this group of employees.

**Recommendation - Preparation Time**

The Association's proposal is not recommended. There should be no change in the status quo.

### **Family Illness Days**

The current contract provision for sick leave reads as follows:

A. Sick Leave. Ten month Educational Support Personnel shall be granted up to fifteen (15) days leave with pay for personal illness. Unused sick leave shall be cumulative to 150 days.

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F. Family Illness

Educational Support Personnel may use up to three (3) days of accumulated sick leave for illness in the immediate family (immediate family to consist of family members defined in Article V Section C).

The current Agreement allows employees to take sick leave for their own illness, and three days for family members.

#### **UNION POSITION:**

The Union seeks to amend the language to allow employees to use all of their annual sick leave days for personal or family. Under the Union's proposal, ten month Educational Support Personnel would be allowed up to fifteen (15) days with pay for personal illness and family illness.

#### **SCHOOL COMMITTEE POSITION:**

The School Committee opposes the Union's proposal and would retain the current contract language.

### **Discussion**

The Union seeks to amend the language to allow employees to use all of their annual sick leave days for personal or family members. The most appropriate barometer for sick day is what now exists for other School District employees. The Haverhill Teacher Agreement provides:

Up to three days a year shall be allowed from the annual allotment for the sudden illness of a member of the immediate family, which is deemed an emergency.

There is insufficient justification that Support Personnel should have a different number of family sick days than what now exists for Haverhill teachers.

**Recommendation - Family Sick leave**

The Union's proposal to expand the number of family sick days is not recommended.

**Lead ESP Position**

At the present time there is no contract language with respect to lead ESP positions.

**UNION POSITION:**

The Union has made a proposal for the creation of a new "Lead ESP" position. The Union's proposal reads as follows:

The district shall establish the role of a Lead ESP in each building. This position will be posted yearly for each building. The Lead ESP shall be responsible for helping with the on-boarding of new ESPs to their positions within the building. The Lead ESP in each building shall receive a stipend of \$500 per year for up to five (5) new ESPs. If a school has more than five (5) newly hired ESPs, the district shall either post for a second Lead ESP for that building or offer a second stipend of \$500 to the current Lead ESP.

**SCHOOL COMMITTEE POSITION:**

The School Committee opposes the Union's proposal and would retain the status quo.

**Discussion**

There is nothing in the parties' Current Agreement that provides for a Lead ESP position nor any additional

stipend for performing such duties. A review of Agreements for Paraeducators in other school districts does not show that Lead positions are a prevailing contract provision. At the present time there is insufficient justification to recommend the Union's proposal.

#### **Recommendation Lead ESP Position**

The Union's proposal is not recommended. There should be no change in the status quo.

#### **Long Term Substitute Teaching Differential**

##### **UNION POSITION:**

The Union proposes to add language that would provide that any ESP who is hired as a long-term substitute in their school would receive an additional \$30 per day for the purposes of planning and prepping. The Union maintains that its proposal would not add any costs to the District as its proposal codifies the current practice.

##### **SCHOOL COMMITTEE POSITION**

The school Committee opposes the Union's proposal and would retain the status quo.

#### **Discussion**

A review of other Agreements shows that providing additional pay for those Paraeducators who fill the role as a long term substitute is not unusual. The Union's proposal is recommended.

#### **Recommendation - Long Term Substitutes**

The Union's proposal is recommended and should be included in this successor Agreement effective the start of the third year of the Agreement.

#### **Conclusion**

I have no illusions that the preceding recommendations are perfect, and realize that further negotiations will be

needed to reach an Agreement. I have attempted to balance the interests of the Paraeducators and the Haverhill School District. I hope that these recommendations are helpful to the parties in reaching a successor agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary D. Altman". The signature is written in a cursive style with a large initial "G" and a distinct "D" and "A".

Gary D. Altman

Brookline, Massachusetts  
June 18, 2025