
**Executive Administrative Assistant
Administrative Assistant**

CONTRACT

LITTLETON SCHOOL COMMITTEE AND
LITTLETON EDUCATIONAL EXECUTIVE ADMINISTRATIVE
ASSISTANT/ADMINISTRATIVE ASSOCIATION

**July 1, 2023
to
June 30, 2026**

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LITTLETON PUBLIC SCHOOLS

CONTRACT

LITTLETON SCHOOL COMMITTEE AND LITTLETON EDUCATIONAL EXECUTIVE ADMINISTRATIVE ASSISTANT/ADMINISTRATIVE ASSISTANT ASSOCIATION

This CONTRACT is entered into this *8th day of February 2024*, effective July 1, 2023, to June 30, 2026, between the SCHOOL COMMITTEE OF THE TOWN OF LITTLETON (herein sometimes referred to as the Committee or Employer) and the LITTLETON EDUCATIONAL EXECUTIVE ADMINISTRATIVE ASSISTANT/ADMINISTRATIVE ASSISTANT ASSOCIATION (herein sometimes referred to as the Association).

ARTICLE I

SCOPE

Section 1. The Committee recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the following employees of the Littleton Public Schools: Executive Administrative Assistants, guidance Administrative Assistants, school Administrative Assistants, and excluding all other employees.

Section 2. This Contract is a complete agreement between the parties covering all subjects of bargaining for the term hereof. The parties agree that the relations between them shall be governed by the terms of this Contract only.

Section 3. No prior agreements or understanding, oral or written, shall be controlling or in any Way affect the relations between the parties unless otherwise provided in this Contract or unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Contract.

Section 4. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II

RIGHTS OF THE COMMITTEE

It is acknowledged that the Committee has the final responsibility of providing for the operation of the Littleton School System under conditions which will insure economy of operation and quality and quantity of performance. To this end, the parties acknowledge that the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this Contract.

As to every matter not expressly covered by this Contract, and except as expressly or directly modified by clear language is a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

Should the Association object to any rule or regulation as being a violation of this Agreement, it may resort to the grievance and arbitration procedure outlined herein.

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ARTICLE III

CONTINUITY OF EMPLOYMENT

Section 1. The Association and its members, individually and collectively, agree, for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence, or refusal to perform assigned duties or other illegal activities directed against the Town of Littleton, or during the term of this Contract.

Section 2. Employees who participate in such activities may be disciplined or discharged as the Committee, in its judgment, deems proper. Said discipline shall be final and binding on the parties affected thereby and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 3. In connection with any negotiations for a successor agreement held pursuant to Article XXIV, said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

Section 4. The Employer will not interfere with or discriminate in respect of any term or condition of employment against any employee covered by this Contract because of membership in, or legitimate activity, as required in this Contract, on behalf of members of this bargaining unit, nor will the Employer discourage membership in the Association or encourage membership in other Association.

The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

ARTICLE IV

GRIEVANCES

Section 1. For the purposes of this Contract, a grievance shall be defined as: Any complaint by the Association and an employee covered by this Contract that he has been subjected to treatment in violation of a specific provision of this Contract.

Section 2. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without intervention of the Association.

Section 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by a prior express agreement of the respective parties or their representatives.

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Section 5. If, at the end of three (3) working days following the incident giving rise to the grievance, the grievance shall not have been properly presented at Step One, the grievance shall be deemed to have been waived and shall not be eligible for further processing.

Section 6. Subject to the foregoing all grievances must in all cases be processed in accordance with the steps, time limits, and conditions herein set forth:

Step One-The employee with or without a representative of the Association shall take up the grievance or dispute in writing with the employees' immediate supervisor within three (3) working days of the date of the incident giving rise to the grievance. A supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

Step Two - If the grievance has not been settled under Step One, it shall be presented in writing by the employee to the Superintendent within five (5) working days after the supervisor's response is due. The Superintendent shall respond to the employee in writing within five (5) working days.

Step Three - If the grievance still has not been settled, it shall be submitted to the Committee, in writing, within five (5) working days after the response of the Superintendent is due.

Step Four - If the grievance still has not been settled at the end of fifteen (15) days after written submission to the Committee, or within the latter often (10) days after the next regular Committee Meeting, the Association may submit the grievance to the State Board of Conciliation and Arbitration within ten (10) days. Failure to submit within this ten (10) day period shall constitute a waiver of the grievance.

ARTICLE V ARBITRATION

Section 1. The State Boards award shall be in writing and shall set forth its findings of fact with reasoning and conclusions. It shall arrive at its decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The State Board shall be without power or authority to add to, subtract from, or modify any of the terms of this Contract, and, in reaching its decision, shall interpret the Contract in accordance with the commonly accepted meaning of words herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The State Board shall be without power or authority to make any award which would require the Committee to do an act prohibited by law. Subject to the foregoing, the decision of the State Board shall be submitted to the Committee and the Association and shall be final and binding upon the Committee and the Association and the employee, or group of employees, who initiated the grievance.

Section 2. Each party shall bear all of the expenses, including salary of its representatives and witnesses, and for the preparation and presentation of its own case.

Section 3. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Contract. The parties may, by mutual agreement, submit more than one pending grievance to the State Board.

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ARTICLE VI

ASSOCIATION REPRESENTATIVES

A written list of Association representatives and other representatives shall be furnished to the Committee immediately after their designation and the Association shall notify the Committee of any changes.

ARTICLE VII

HEALTH AND WELFARE

All employees covered under this agreement are eligible for health insurance and other benefits as offered by the town per the towns governing bylaws.

ARTICLE VIII

SENIORITY

Section 1. For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in the Littleton Public Schools. Continuous service means the most recent period of unbroken service in the Littleton Public Schools, provided that authorized leave of absence, or layoff because of lack of work, shall not be considered a break in continuous service for the purpose of establishing a seniority rating. The first three (3) months of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Committee.

Section 2. An employee shall lose their seniority for the following reasons:

- (1) The employee terminates employment with the School Department
- (2) The employee is discharged, and the discharge is not reversed through the grievance procedure set forth in this Contract.
- (3) The employee is absent for five (5) consecutive working days without notifying the Principal or the Central Administration. Exceptions may be made only with the consent of the Committee. After such absence, the Committee will send written notification to the employee at the last known address that the employee has lost seniority, and that employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
- (4) If the employee does not return to work when recalled from layoff as set forth in the recall procedure, exceptions shall be made only with the consent of the Committee.
- (5) Failure to return from sick leave and leave of absence will be treated the same as (3) before mentioned.
- (6) The employee retires.

Section 3. When a position covered by this Contract becomes vacant or a new position is created, the Superintendent or designee will notify the President of the Educational EXECUTIVE ADMINISTRATIVE ASSISTANT/ADMINISTRATIVE ASSISTANT ASSOCIATION by registered mail. Employees wishing to be considered for the said position shall notify the Superintendent of Schools in writing no later than five (5) days after the receipt of said notification.

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The selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications and ability in the opinion of the Committee, or its designees, are relatively equal, seniority shall be the determining factor. The determination of the Committee is final and not subject to the grievance procedure.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined by the School Committee that the employee is not qualified to perform the work, the employee shall be returned to the prior position and rate.

Section 4. The Committee reserves the right to determine when a vacancy has occurred and to determine whether it will be filled. Vacancies include openings in existing positions and new positions covered by this Contract.

Section 5. Evaluations are to be completed annually by the building principal and will be reviewed by the superintendent of schools to ensure that the evaluation procedure is being utilized and implemented consistently in each school. In the event it becomes necessary to lay off employees, the job performance as determined by the evaluation system shall control. In the event of essentially equal evaluations, as determined by the superintendent, the principle of seniority shall control. The least senior employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to acquire the position of an employee with less seniority in a lower job classification. Laid off employees shall have recall rights for one year from the date of layoff.

ARTICLE IX TEMPORARY LEAVES

Section 1. Leave

All full-time Executive Administrative Assistants, guidance Administrative Assistants, school Administrative Assistants, who have completed their three (3) month probationary period shall be entitled to the following number of leave days per year:

Full Calendar Year Positions Eighteen (18) days
Less Than Full Calendar Year Positions Fifteen (15) days

Leave days may be accumulated up to a maximum of 300 days. Leave days may only be used for illness and to conduct personal business which cannot be scheduled on a non-school day or after school hours.

An employee under mandatory quarantine for COVID will be afforded up to two paid days for each period of required COVID quarantine, to a maximum of four days per school year prior to using any paid time accrued under Article IX (Leave), Section I. The employee may use any paid time under Article IX (Leave), Section I during the remainder of the mandatory quarantine for COVID.

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For the purposes of this section, "quarantine" is an order or requirement from a board of health, other government agency, or directive from an administrator, that an employee who has contracted, or who has been/may have been exposed to, a disease remain isolated from others, so the employee does not spread the disease. It does not include a recommendation or order from a health care provider to isolate or separate the employee so that the employee does not become exposed to the disease.

Employees under this contract may use a leave day before or after school vacation periods only with prior written approval from the Principal.

Section 2. Bereavement Leave

In the event of the death of an employees parent, spouse, child, brother, sister, parent of either spouse, son in-law, daughter in-law, or other member of the immediate household who is a relative by blood or marriage, a maximum of four (4) regularly scheduled workdays shall be given to the employee as funeral and bereavement leave, without loss of regular pay. One bereavement leave day will be given without loss of pay for brother in-laws) and sister in-laws). These days may not be accumulated. The four (4) days shall be taken within one month of the loss. Additional leave shall be granted if desired by the employee and charged against sick leave to a maximum of ten (10) days.

Section 3. When an employee finds it necessary to be absent because of sickness, bereavement or personal reasons, the employee shall report that fact to the Principal or, if necessary, the Central Administration as soon as possible. Such leave will not be granted unless such report is timely made.

Section 4. Executive Administrative Assistants, guidance Administrative Assistants , school Administrative Assistants, may have up to one year leave of absence without pay or increment for justifiable reasons at the discretion of the Superintendent and voted by the School Committee.

Section 5. An employee, transferring from the provisions of this Contract to another, will carry with them all unused sick leave benefits.

Section 6 . By October 1 of each school year, the Superintendent shall issue a statement of the number of unused sick leave days to Executive Administrative Assistants, guidance Administrative Assistants, school Administrative Assistants.

ARTICLE X

WORK WEEK

Section 1. The regular work week for full-time Executive Administrative Assistants and Administrative Assistants shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive. Other work schedules may be established for part time Administrative Assistants. During the summer months, when school is not in session, administrative assistants or executive assistants may, at the discretion of the school principal, work a seven (7) hour day with payment for eight (8) hours. The regular work week for clerical aides shall consist of five consecutive six (6) hour days, on those days that school is in session. The regular work week for office assistants shall consist of five consecutive five (5) hour days, on those days that school is in session. The hours of work in each day shall be consecutive except for lunch periods.

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Executive Assistants/Guidance/Administrative Assistants who work less than the full calendar year are able to work up to a total of 5 additional days during vacation weeks (Dec, Feb, or April) upon approval of the building Principal and Superintendent. A list of work to be completed will be submitted to the Superintendent in advance of the additional day(s) of work. Administrative Assistants who work less than the full calendar year are not eligible for vacation days.

Section 2. It is recognized that all present working hours may be altered by the Committee to serve the best interests of the School Department. If permanent changes in working hours and conditions are contemplated, the Association will be contacted for discussion concerning these changes.

Section 3. The immediate supervisor of each Executive Administrative Assistant, guidance Administrative Assistants, school Administrative Assistants, is the building principal to whom the Executive Administrative Assistants, guidance Administrative Assistants, school Administrative Assistants, are immediately responsible.

ARTICLE XI

VACATIONS

Section 1. The vacation period shall be 1 July to the first day of school. Vacations at times other than that designated in the aforesaid sentence shall be subject to the approval by the employer upon written request of the employee. Each year-round Executive Administrative Assistant shall be credited as of June 30 with vacation leave with pay as follows:

- (a) after one (1) complete year two (2) weeks
- (b) after two (2) years two (2) weeks
- (c) after five (5) years three (3) weeks
- (d) after ten (10) years four (4) weeks

Section 2. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay which would have been received had the termination not occurred. If termination is caused by death, such payment will be made as provided by will or by law.

Section 3. All vacations shall be granted by the Committee at such times as in its opinion will cause the least interference with the performance of the regular work of the Littleton Public Schools. The committee will take into account, as far as possible, the preference, according to seniority, of the individual employee within the school in which the employee works. Vacations must be taken in the fiscal year in which they are due and shall not accumulate from year to year. Up to 5 days may be carried over into the next fiscal year at the discretion of the superintendent or higher designee.

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ARTICLE XII

HOLIDAYS

Section 1. The following shall be considered paid holidays:

New Years Day	Columbus Day/Indigenous People's Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Patriots Day	Friday after Thanksgiving
Memorial Day	Half Day before Christmas
Independence Day**	Christmas Day
Labor Day	Half Day before New Years Day
Diwali***	Juneteenth**
Yom Kippur***	

* This is a paid holiday day only when it is a non-school day.

** This is a paid holiday when it becomes part of the work year for 180/200 day employees. Year round personnel have this day as a paid holiday.

*** This is a paid holiday when it occurs during the regular work week and is a non-school day.

Section 2. Any other day jointly declared a paid holiday by the Governor of the Commonwealth, General Court and the Littleton School Committee shall be a paid holiday.

Section 3. Should any of the holidays fall on a Saturday and the schools are scheduled to be closed the immediately preceding Friday, that holiday shall be celebrated on that Friday. When the schools are scheduled to be open on the Friday immediately preceding the Saturday holiday, the holiday shall be celebrated on the Saturday and the employee will receive the holiday pay in his next check. Holidays which fall on a Sunday will be celebrated on the next Monday.

Section 4. Double time shall be paid for work performed on paid holidays in addition to the employees' regular rate of pay.

ARTICLE XIII

PROBATIONARY EMPLOYEES

Each new employee will be on probation for the first three (3) months of employment, after which the employee will be placed as a regular employee or dismissed if the dismissal is in the best interest of the Littleton Public Schools. After an employee becomes a regular employee, all conditions of vacations, sick leave pay, and seniority will be retroactive to the first day of employment.

ARTICLE XIV

JURY DUTY

The Employer agrees to make up the difference between the employee's normal wages and compensation received for Jury Duty. Employees released from Jury Duty prior to the end of their normal workday shall report to work.

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ARTICLE XV MATERNITY LEAVE

Upon receipt of at least ten (10) weeks written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence, without pay, for Maternity Leave, for up to eight (8) weeks in accordance with the provisions of Massachusetts Laws, Chapter 149, Section 105D. If supporting medical evidence is forwarded, the Superintendent of Schools may grant additional leave without pay.

ARTICLE XVI INCLEMENT WEATHER

If school is closed due to inclement weather, all year round Executive Administrative Assistants will be granted that day off with pay.

ARTICLE XVII OVERTIME

It is recognized that the assignment of overtime work is the function of the Committee in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the approval of the superintendent, overtime work will be assigned on an equitable basis. If volunteers for overtime work are not available, the Committee reserves the right to assign employees to such work.

ARTICLE XVIII ACCESS TO PREMISES

The Committee agrees to permit representatives of the Association to use school premises at reasonable times, provided care is exercised by such representatives that they do not in any way interfere with the performance of duties assigned to these employees and also provided that notice is made reasonably in advance of the intended presence of said representatives.

ARTICLE XIX WAGES

The basic wage schedule for employees covered by this Contract are set forth in Appendix A. No wages shall be reduced if a member is required to perform duties under a different level or department during the work day. If allowed by the Town, wages may be paid over a 52 week calendar.

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ARTICLE XX

TUTION REIMBURSEMENT

The School Committee shall reimburse members of the Association for approved, successfully completed courses toward professional improvement. Said payment not to exceed \$400 per unit member per year.

Application for tuition reimbursement must be made in writing on forms provided by the Central Office. All requests are subject to the approval of the Superintendent of Schools. Tuition assistance is limited to the cost of tuition only. Additional cost such as textbooks, registration fees, and similar expenses are not payable under this policy.

ARTICLE XXI

LEAVE BUY BACK

Members of the Association, upon retirement only, may buy back up to a total of 125 unused leave days at a rate of \$35.00 per unused day. Eligibility for this benefit is limited to individuals who have completed 15 years of service in the Littleton School System. Payment for this benefit will take place within 30 days after the effective date of retirement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any Article or Section of this Contract or any riders thereto should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

ARTICLE XXIII

LONGEVITY

After Completing 15 years of service within Littleton Public Schools, Executive Assistants/Administrative Assistants will receive an additional \$450.00 per year, increased by 3.5% in year two and increased by 3.5% in year 3. Longevity stipend will be paid at the end of each year and will not be cumulative from year to year. Retroactive to July 2023.

2023-2024	\$450.00
2024-2025	\$466.00
2025-2026	\$482.00

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ARTICLE XXIV

DURATION

Section 1. The signing of this Contract by the authorized representatives of the Association and the Committee shall constitute the effective date of this Contract.

Section 2. ***This Contract shall remain in full force and effect until June 30, 2026, and from year to year thereafter unless either party notifies the other party prior to December 1, 2025, of its desire to terminate or modify this Contract. Such notification shall be by written request through inter-office mail to the signatories of this contract.***

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Executive Assistants:		
3.50%	YEAR	
Step	FY 2023-2024	
1	27.22	
2	27.77	
3	28.32	
4	28.88	
5	29.46	
6	30.05	
7	30.65	
8	31.26	

Executive Assistants:		
3.50%	YEAR	
Step	FY 2024-2025	
1	28.17	
2	28.74	
3	29.31	
4	29.89	
5	30.49	
6	31.10	
7	31.72	
8	32.35	

Executive Assistants:		
3.50%	YEAR	
Step	FY 2025-2026	
1	29.16	
2	29.75	
3	30.34	
4	30.94	
5	31.56	
6	32.19	
7	32.83	
8	33.48	

Administrative Assistants		
3.50%	YEAR	
Step	FY 2023-2024	
1	20.23	
2	21.53	
3	22.72	
4	24.25	
5	25.65	
6	27.32	
7	27.87	
8	28.43	

Administrative Assistants		
3.50%	YEAR	
Step	FY 2024-2025	
1	20.94	
2	22.28	
3	23.52	
4	25.10	
5	26.55	
6	28.28	
7	28.85	
8	29.43	

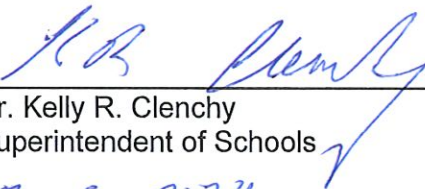
Administrative Assistants		
3.50%	YEAR	
Step	FY 2025-2026	
1	21.67	
2	23.06	
3	24.34	
4	25.98	
5	27.48	
6	29.27	
7	29.86	
8	30.46	

An employee hired prior to the opening day of school shall be placed on the succeeding step on the following July 1 pending a successful evaluation and recommendation by the Administrator.


In addition to the hourly rate, employees rated as "Outstanding" in the annual evaluation will receive an additional bonus rate increase for the following year amounting to 0% of their evaluation year step rate. Employees rated as "Very Good" in an annual evaluation will receive a bonus rate increase for the following year amounting to 0% of their evaluation year step rate.

AGREEMENT TO THE CONTRACT
FOR LITTLETON SCHOOL COMMITTEE


FOR EDUCATIONAL EXECUTIVE
ADMINISTRATIVE/ASSISTANT/ADMINISTRATIVE
ASSISTANT ASSOCIATION



Dr. Kelly R. Clenchy
Superintendent of Schools
2 / 8 / 2024
(date)



Chrissy C. Gilmore
Executive Administrative Assistant
2 / 8 / 24
(date)



Nancy Benullo, Administrative Assistant
2 / 8 / 24
(date)