

# JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Marzano Research (hereinafter "Contractor"), with its principal place of business at 555 North Morton Street, Bloomington, IN 47404.

#### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

### ARTICLE I Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

### ARTICLE II Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor will provide training for Klondike Elementary staff on the Marzano instructional model - The New Art and Science of Teaching. Marzano Research shall provide seven (7) days of onsite professional development on Overview of Instructional Model: The New Art and Science of Teaching; and PLCs: Collaborative Teams that Transform Schools - The Next Step in PLCs. There shall be one (1) day of onsite Leadership Support: Coaching Classroom Instruction and one (1) 75-90 minute webinar session for follow-up and deepening of content. Leadership Support/Coaching: Instructional Rounds shall also be provided for one day. Dates and locations for all trainings will be



agreed upon by the School and the Contractor. Marzano Research "Host Contract" for Klondike Elementary School is attached and incorporated herein by reference.

In the event that the Board cancels this Contract within 30 days or less of the scheduled event, the Board shall be liable to pay any reasonable travel expenses incurred by Contractor in the Performance of this Contract.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this Contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor.

# ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \$55,650.00

Progress Payments (if not applicable, insert N/A): Within 30 days of approved receipt for

services provided.

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: Title I: \$45,542.56 & Professional

Development: \$10,107.44

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on <u>July 27</u>, <u>2017</u> and shall complete the Services no later than <u>April 30</u>, <u>2018</u>, unless this Contract is modified as provided in Article VIII.

# ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.



Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.



### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

### ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

### ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

# ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.



#### - ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of <u>April 26, 2017</u>.

Contractor's Social Security Number or Federal Tax ID Number:

26-2730032

JEFFERSON COUNTY BOARD OF

**EDUCATION** 

Marzano Research CONTRACTOR

By:

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Title:

<u>Donna M. Hargens, Ed.D.</u> <u>Superintendent</u> Beth Watson

Title: VP, Business Development

Cabinet Member: Dr.Lisa Herring

(Initials)

# Jefferson County Public Schools NONCOMPETITIVE NEGOTIATION DETERMINATION AND FINDING

1.	An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —
	State the date the emergency was declared by the superintendent:
2.	There is a single source for the items within a reasonable geographic area —
	Explain why the vendor is a single source:
3.	The contract is for the services of a licensed professional, education specialist, technician, or an artist —
	State the type of service: Education Specialist
4.	The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —
	State the item(s):
5.	The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
	State the type(s) of item(s):
6.	The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —
	State the item(s):
7.	The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Publi Schools —
	State the location:
8.	The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
	Explain the logic:
9.	The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —
	State the items:
I h Ne	ave determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive gotiation Methods since competition is not feasible.
	nt name of person making Determination
Scl	ondike Lane Elementary School nool or Department
	Mark R 3/10/17
	nature of person making Determination Date
	rzano Research me of Contractor (Contractor Signature Not Required)
Red	quisition Number
Exp Pro	planation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the curement Regulations
F-47	71-1 Revised 05/2011





#### Marzano Research Professional Development

For Klondike Elementary School

**Created For:** 

Mark Boyer
Principal
Klondike Elementary School
3807 Klondike Lane
Louisville, KY 40218
502-485-8286
mark.boyer@jefferson.kyschools.us

Created By:

Sean Duncan
Business Development Manager
Marzano Research
12577 East Caley Avenue
Centennial, CO 80111
303.766.9199 x 334
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Date: March 27, 2017

Mr. Boyer:

Thank you for your interest in partnering with Marzano Research in implementing a plan to address Klondike Elementary School's need for implementation and guidance around PLCs, assessment, and an instructional model built around research-based instructional strategies. We appreciate your enthusiasm for incorporating the research-based strategies contained in our comprehensive instructional model—The New Art and Science of Teaching—and establishing a common language of instruction to increase the effectiveness of your PLCs and increase improve assessment practices. Below, I've outlined a proposal that includes the adoption of The New Art and Science of Teaching as a basis for this common language of instruction, and addresses the need for leadership capacity building and PLC work.

Marzano Research is honored by the opportunity to work with Klondike Elementary School. As this is a working proposal, I am happy to adjust the content based on your budget and timeline. As I've articulated it here, we are very close to your maximum budget. Based on your feedback and input, I can decrease or increase components of our approach. Please review this information and I will contact you shortly to discuss. If all is acceptable to you, I am happy to create a contract for your signature.

Sincerely,

Sean Duncan
Business Development Manager
Marzano Research
sean.duncan@marzanoresearch.com

Marzano Research proposes to provide support around the adoption of a comprehensive instructional model through several interrelated components:

- Yearlong overview/implementation of the Marzano instructional model—The New Art and Science of Teaching
- PLCs: Collaborative Teams that Transform Schools
- Leadership support: Coaching Classroom Instruction, Instructional Rounds
- Resources: The New Art and Science of Teaching, Marzano Compendium of Instructional Strategies, Collaborative Teams that Transform Schools: The Next Step in PLCs, Coaching Classroom Instruction,

Following is a description of The New Art and Science of Teaching, Marzano Research's instructional model, followed by descriptions for each of the components bulleted above. To give Klondike Elementary School staff an understanding of this instructional model, we recommend an initial overview of the framework followed by a series of onsite training days to deepen their understanding of the model. In addition to the work directly related to the instructional model, we have also included support for PLCs. Lastly, our experience has shown that if the instructional model is to be implemented to greatest effect, support from leadership is needed. Accordingly, we recommend direct professional development on coaching in the model, as well as guided instructional rounds to hone leadership understanding.

#### Instructional Model Overview

The New Art and Science of Teaching is a well-researched instructional framework that comprehensively addresses the most alterable effect on student achievement—quality instruction. One of the major changes in The New Art and Science of Teaching is the focus on student-outcomes obtained by teachers' instructional actions. The premise is that teachers who implement instructional strategies will in turn help students use mental process that successively enhance the learning. In other words, it's not enough to merely use an instructional strategy, but more important to ensure it has the desired learning effect for students.

In this updated model of The Art and Science of Teaching, Dr. Marzano has added two categories (Strategies that Appear in All Types of Lessons and Assessment) and arranged the categories into three overarching segments: (1) Feedback, (2) Content, and (3) Context. Additionally, Dr. Marzano has rearranged some of the elements that appear in each category to eliminate redundancy and added some new elements. The model now encompasses 10 categories, 43 elements, and 332 strategies. Professional development in the Art and Science of Teaching provides participants with an overview of the framework, including the 10 categories, 3 lesson segments, and 43 elements of effective teaching. Modeling, dialogue, and participant interactions focus on understanding both how and when to use different strategies in the classroom. Specific attention will be paid to engagement strategies and a comprehensive framework of effective teaching that schools and districts can put into place immediately or use to generate their own models.

#### **Learning Outcomes:**

- Gain an awareness of the research related to the elements of *The New Art & Science of Teaching*;
- Learn a common language of instruction
- Learn the instructional framework components which include: Three categories, 10 design questions, and 43 elements;
- Experience many of the 43 elements through hundreds of modeled instructional strategies;
- Use reflective guides as a means for enhancing instructional practices;
- Explore how the companion online compendium can support the model by highlighting 332 instructional strategies, video descriptions, and print resources related to the new design questions and all 43 elements.

• Examine how eight systems changes support the implementation of *The New Art & Science of Teaching*.

Days: 7 onsite days:

Dates: July 28, 2017; August 14, 2017; September 22, 2017; October 9, 2017; November 10, 2017; January 2,

2018; February 20, 2017

Marzano Research Associate(s): Dr. Bev. Clemens

Recommended Participants: Teachers and School Leaders

Recommended Resources: The New Art and Science of Teaching, Marzano Compendium of Instructional

Strategies

#### Collaborative Teams That Transform Schools: The Next Step in PLCs

The core of a professional learning community is the network of collaborative teams—the groups of teachers who work together to improve student learning. Collaborative teams have the potential to transform major aspects of teaching and learning. Learn how to transition from teachers who work in isolation to teachers who work in collaboration and from stakeholders who think in terms of *my* responsibility to stakeholders who think in terms of *our* responsibility.

#### **Learning Outcomes**

- Gain an awareness of the research related to the concept of PLCs.
- Explore the context that must surround the establishment and maintenance of collaborative teams.
- Discover elements of curriculum work that provide focus for high-performing teams, such as identifying essential content, creating learning goals, and constructing proficiency scales.
- Learn how to accurately measure the progression of student mastery of the essential content through a collaborative lens, including common assessment development.
- Examine how high-performing collaborative teams plan for high-quality initial instruction.
- Consider how to use assessment data for adjusting instruction to meet individual student needs.
- Use continuing, job-embedded professional learning to increase individual and collective instructional competence.
- Understand how to effectively lead and support the PLC process.

Days: 1 onsite day (this day is combined with content on The New Art and Science of Teaching)

Dates: August 14, 2017

Marzano Research Associate(s): Dr. Bev. Clemens

Recommended Participants: School Leaders, Instructional Coaches, Lead Teachers, Teachers Recommended Resource(s): Collaborative Teams that Transform Schools: The Next Step in PLCs

#### Coaching Classroom Instruction

Teachers often need a little encouragement (and sometimes significant help) in implementing recommended instructional changes. Coaching can provide significant support to broaden educators' pedagogical repertoire and improve both teaching and learning. Teachers, coaches, and administrators can use the New Art and Science of Teaching model to support instructional change.

This professional development introduces and explores approaches for boosting professional growth and macrostrategies that are responsive to student needs. Instructional coaches and administrators will learn how to offer targeted feedback to teachers, empowering them to identify how they can improve their knowledge and skill. Step-by-step guidelines will help teachers increase their performance on the research-based strategies from the *Marzano Compendium of Instructional Strategies*.

#### **Learning Outcomes:**

- Leaders learn how they can help K-12 teachers employ the 43 elements of effective teaching in their classrooms using over 330 research-based strategies
- Explore research, teacher actions, desired student responses, extra support/scaffolding, and extensions for each of more than 330 strategies
- Examine various ways schools and districts can provide coaching to teachers

**Days:** 1 onsite day, plus one follow-up webinar (up to 90 minutes)

Dates: July 27, 2017; Webinar Date TBD

Marzano Research Associate(s): Dr. Bev. Clemens

Recommended Participants: School Leaders, Instructional Coaches, Lead Teachers

Recommended Resource(s): Coaching Classroom Instruction

#### Instructional Rounds

Instructional rounds are an extremely useful tool that teams of leaders and teachers can use to observe and revise lessons over time. By examining the impact of specific instructional practices and discussing their own practice with their peers, teachers gain a deeper understanding of how to make their lessons highly effective and engaging.

This training is designed to walk groups of teachers and their administrators through the process of setting up, conducting, debriefing, and summarizing experiences during series of instructional rounds. Teachers will identify instructional practices that they are currently using that should be continued, instructional strategies that may need to be reexamined, and strategies that they don't use but want to try. Leaders will learn how to coordinate and facilitate teachers' observations and conversations before, during, and after instructional rounds. Marzano Research recommends one onsite day on instructional rounds. To allow Klondike teachers enough time to begin to work with the model in their classrooms before being observed, we recommend that this day take place late in the fall semester or early in the spring semester.

#### **Learning Outcomes:**

- Learn how to approach instructional rounds with an nonevaluative attitude
- Discuss the relative effectiveness of instructional practices and strategies with colleagues
- Understand the purposes of instructional rounds (observer growth, not feedback to observed teachers)
- Evaluate team-developed lesson plans to identify parts that worked well and parts that may need revision

Days: 1 onsite day, late in first semester

Date(s): December 11, 2017

Marzano Research Associate(s): Dr. Bev. Clemens

Recommended Participants: School Leaders, Instructional Coaches, Lead Teachers, Teachers

Recommended Resource(s): Marzano Compendium of Instructional Strategies

#### Klondike Elementary School 2017/18 Implementation

July 27., 2017	July 28., 2017	Aug. 14, 2017	Sept. 22, 2017	Oct 9., 2017	Nov. 10, 2017	Dec. 11, 2017	TBD	Jan. 2, 2018	Feb. 20., 2018
Leaders	Teachers and Leaders	Teachers and Leaders	Teachers and Leaders	Teachers and Leaders	Teachers and Leaders	Leaders and Teachers	Leaders	Teachers and Leaders	Teachers and Leaders
1. Overview of The NEW Art and Science of Teaching* *Focus on leading the instructional model  2. Coaching Classroom Instruction	1. Overview of the NEW Art and Science of Teaching  2. Design Question: Communicating High Expectations  Weave in the reflective guides for DQ content  3. Collaborative Teams that Transform Schools: The Next Step in PLCs	1. Cont. Collaborative Teams that Transform Schools: The Next Step in PLCs 2. Design Question: Relationships  Weave in the reflective guides for Design Question content	1. Design Question: Cont. Relationships  2. Design Question: Rules and Procedures  Weave in the reflective guides for Design Question content	Design     Question:     Engagement      Design     Question:     Direct Instruction     Lessons  Weave in the     reflective guides     for DQ content	1. Design Question: Practicing and Deepening Lessons  2. Design Question: Knowledge Application Lessons  3. Design Question: Strategies that Appear in All Types of Lessons  Weave in the reflective guides for DQ content	3. Instructional Rounds	Coaching     Classroom     Instruction:     90 minute     follow-up     webinar	1. Design Question: Learning Goals and Scales . Weave in the reflective guides for DQ content	2. Design Question: Assessment Weave in the reflective guides for DQ content

#### **Cost Overview**

Following is a breakdown of the costs associated with the proposed components for the 2017/18 school year. Please note that all prices for onsite work <u>include</u> travel and expenses.

Product/Service	Description	Cost
Overview of Instructional Model: The New Art and Science of Teaching	Seven (7) days of onsite professional development	\$42,000 (\$6,000/day x 7 days)
PLCs: Collaborative Teams that Transform Schools—The Next Step in PLCs		
Leadership Support: Coaching Classroom Instruction	One (1) day of onsite professional development.	\$6,000 (\$6,000/day x 1 day)
assroom instruction	One (1) 75-90 minute webinar session, for follow-up and deepening of content.	\$1,650
Leadership Support/Coaching: Instructional Rounds	One (1) day of onsite instructional rounds, using The New Art and Science of Teaching as the foundation for feedback provided.	\$6,000 (\$6,000/day x 1 day)
TOTAL		\$55,650.00

Please note: these prices are guaranteed for 90 days from the date of this proposal.