



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
Dr. Chandra Varia, Vice-Chair - District 2
Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
Rhonda Meade, Member - District 4

Action/Discussion Item: To approve purchase of UPSLOPE professional services for the 2018-2019 school year.

Applicable Statutes or Regulations: KRS 162.90 Powers and Duties of the Local Board of Education.

Background and major Policy Implications: UPSLOPE Solutions, LLC can provide professional services to support risk management in the area of employee discipline. This company will work with the Floyd County Schools to use our policies and procedures to create an employee code of conduct. This code will aid in equitable actions as well as reduce the need for attorney consultation. UPSLOPE will provide the Code of Conduct, train supervisors and provide one going 24/7 support for a year.

Fiscal Budgetary Impact: The cost of this package is \$14,018.80. It is anticipated that there will be considerable savings in district legal costs after implementation of this program.

Alternatives: None proposed.

Recommended Action: To approve the expenditure as presented.

Contact Person: Angela Duncan

Date: June 4, 2018


Superintendent Signature


Director Signature



QUOTE

P.O. Box 10683
Glendale, AZ 85318
(800) 599-0350 VOICE
(623) 374-4881 FAX
<https://www.upslopesolutions.com>

GENERATION DATE: June 4, 2018

GENERATED BY: Eden

EXPIRATION DATE: June 29, 2018

BILL TO:

FLOYD COUNTY SCHOOLS
Danny Adkins, Supt.
106 N. Front Ave.
Prestonburg, KY 41653
danny.adkins@floyd.kyschools.us

SHIP TO:

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UNITS	ITEM	PRICE	SUBTOTAL
22.0	0101-01-012;EDEE Staff Devel;One Day Overview;DL	\$165.00	\$3,630.00
1.0	0101-01-020;EDEE Staff Devel;One Day Travel/Lodging	\$750.00	\$750.00

QUOTE TOTAL: \$4,380.00

COMMENTS:

Phase 1.1A(staff development) deliverables include the following:

- Event registration, and pre-paid facilitator travel, lodging, and per diem for up to twenty-two (22) district-level and building/site-level participants in the onsite leadership staff development program *Employee Discipline® (EDEE) One Day Overview @ Floyd County Schools*.

Onsite event will be structured as follows:

- Site visits: One (1).
- Onsite days included: One (1); must be scheduled consecutively with Phase 1.2 event.
- Date(s): August 2, 2018 (tentative).
- Time(s): 8:30 AM to 3:30 PM local time; all times approximate.

Additional considerations:

- Pricing is subject to change: 1) Without notice upon the expiration of this quote; or 2) Upon withdrawal of the offer in writing by the company.
- Sessions are limited to district staff only.
- Participant manuals are not included with this quote and will be duplicated by district using company-provided blackline masters.
- See accompanying Customer Order Form (COF) for Terms of Service.
- Upon quote acceptance, fax purchase order and completed COF to UpSlope at (623) 374-4881.
- Purchase orders cannot be accepted without a completed COF.
- A 3.54% transaction fee applies for invoice payments by district credit card or purchasing card.

For questions or changes to quote, please contact (800) 599-0350 x1.



Program:	Risk Management in Education
Title:	Employee Discipline in an Education Environment© (EDEE)
Product/Service:	Phase 1.1: Staff Development (ONSITE)

CUSTOMER ORDER FORM (COF) | PROFESSIONAL SERVICES AGREEMENT (PSA)

This Professional Service Agreement ("PSA") between FLOYD COUNTY SCHOOLS (herein "Organization") and UpSlope Solutions, LLC (herein "Company") pertains to the delivery of services associated with a program within the Risk Management in Education Series and is subject to the following Terms and Conditions:

1. SERVICE DELIVERABLES. The scheduled service date(s) and times are as follows:

EDEE One Day Overview		
DATE(S):	8/2/18	
8:30AM-8:45AM	Session introduction	
8:45AM-9:45AM	Types I	
9:45AM-10:00AM	AM Break	
10:00AM-11:30AM	Grounds I	
11:30AM-12:30PM	Lunch	
12:30PM-2:00PM	Grounds 2	
2:00PM-2:15PM	PM Break	
2:15PM-3:15PM	Executing I	
3:15PM-3:30PM	Session wrap-up	
<input type="checkbox"/>	Participant manuals will be shipped.	<input checked="" type="checkbox"/> Digital participant manuals will be provided.
<input checked="" type="checkbox"/>	Registration list (name, role, email) not yet received; email to events@upslopes.com .	

Check one of the following:

- ☐ Organization will release registrants for lunch. ☐ Organization will cater a working lunch.

2. SERVICE LOCATION. Organization has reserved the following onsite location for service delivery:


Building: _____
Room: _____
Street Address: _____
City/State/Zip: _____

Check all that apply:

- ☐ An LCD projector is available in this room. ☐ A projector cable is available in this room.
☐ A projection screen is available in this room. ☐ A laptop is available in this room.
☐ Speakers are available in this room. ☐ A speaker cable is available in this room.

3. DESIGNATED CONTACT. Organization has designated the following individual as the onsite point of contact for service:

Name: _____
Title/Role: _____
Phone: _____
Email: _____

 UPSLOPE <i>Demonstrated Strategies for School Success</i>	
Program:	Risk Management in Education
Title:	Employee Discipline in an Education Environment© (EDEE)
Product/Service:	Phase I.1: Staff Development (ONSITE)

4. **PURCHASE ORDER.** This agreement is not valid unless accompanied by a properly executed purchase order issued to UpSlope Solutions LLC, P.O. Box 10683, Glendale, AZ 85318. A purchase requisition may not be substituted for a purchase order. Organization acknowledges that any terms and conditions in its purchase order or any other documents provided by Organization are superseded by the Terms and Conditions of this Agreement. All onsite sessions associated with this Agreement must be scheduled within the same fiscal year unless otherwise permitted by the purchase order.
5. **PAYMENT TERMS.** Net 10 (Ten). Finance charges may be applied on aging accounts at the rate of twenty-four percent (24%) per annum. A 3.54% transaction fee applies for invoice payments by district credit card or purchasing card.
6. **SESSION ATTENDANCE.** Attendance at all program-related sessions is limited to registered participants only. Only Organization employees or affiliates may attend sessions without the advance written approval of Company.
7. **CANCELLATION.** Event(s) may be cancelled only with the written consent of both parties. In the event of cancellation, Organization will be invoiced for all event-related expenses incurred by Company through the cancellation date payable under the terms of this Agreement.
8. **DISCLAIMERS AND WARRANTIES; COMPANY.** THE SERVICES REPRESENT A SYNTHESIS OF RESEARCH-SUPPORTED BEST PRACTICES DERIVED FROM MULTIPLE DOMAINS AND ARE PROVIDED TO THE ORGANIZATION ON AN "AS-IS" BASIS. THE VIEWS AND OPINIONS EXPRESSED NEITHER CONSTITUTE, NOR SHOULD THEY BE CONSIDERED AS SUBSTITUTES FOR, PROFESSIONAL LEGAL ADVICE. THE ORGANIZATION IS URGED TO CONSULT WITH COUNSEL IN THE MANNER DICTATED BY LOCAL CUSTOM OR POLICY REGARDING SPECIFIC QUESTIONS PERTAINING TO THE SUBJECT MATTER INVOLVED. COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR RESULTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS, DAMAGES OR OTHER FORMS OF LIABILITY, WHETHER BY ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE SERVICES, THEIR ADAPTATION OR THEIR USE BY THE ORGANIZATION.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire understanding between Company and Organization regarding the delivery of professional services and supersedes any prior oral or written representations, communications, proposals or understandings.
10. **CONTROLLING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Kentucky.

ACCEPTANCE OF SERVICE QUOTE. By my signature below, I confirm both the Organization's agreement to abide by the Terms and Conditions herein and my authority to execute this agreement.

Signature: _____

Printed Name: _____

Title/Role: _____

Date: _____



QUOTE

P.O. Box 10683
Glendale, AZ 85318
(800) 599-0350 VOICE
(623) 374-4881 FAX
<https://www.upslopesolutions.com>

GENERATION DATE: June 4, 2018

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UNITS	ITEM	PRICE	SUBTOTAL
1.0	0102-00-010;ECOC Reg Compliance;Setup	\$3,995.00	\$3,995.00
1.0	0102-00-030;ECOC Reg Compliance;Video	\$0.00	\$0.00
1.0	0102-01-011;ECOC Reg Compliance;One Day Team Facilitation	\$1,895.00	\$1,895.00
1.0	0102-01-012;ECOC Reg Compliance;One Day Travel/Lodging	\$750.00	\$750.00
24.0	0102-00-040;ECOC Reg Compliance;Subscription	\$124.95	\$2,998.80

QUOTE TOTAL: \$9,638.80

COMMENTS:

Phase 1.2 (regulatory compliance) deliverables include the following:

- Initial setup (research, development, and work product compilation alignment to state level product) of *Employee Code of Conduct-Kentucky (ECOC-KY) Supervisor Edition*.
- Facilitated product customization to district ECOC team specifications (onsite and offsite).
- Initial annual subscription on RME Online to ECOC-MS for up to twenty-four (24) users from July 1, 2018 to June 30, 2019.
- Product-related revision support and phone/email-based technical support through June 30, 2019.

Onsite event will be structured as follows:

- Site visits: One (1).
- Onsite days included: One (1); must be scheduled consecutively with Phase 1.1 event.
- Date(s): August 1, 2018 (tentative).
- Time(s): 8:30 AM to 3:30 PM local time; all times approximate.

Additional considerations:

- Pricing is subject to change: 1) Without notice upon quote expiration; or 2) Upon withdrawal of the offer in writing by the company.
- Sessions are limited to district staff only.
- See accompanying Phase 3.2 Customer Order Forms (COFs) for Terms of Service.
- Upon quote acceptance, fax purchase order and completed COF to UpSlope at (623) 374-4881.
- Purchase orders cannot be accepted without a completed COF.
- A 3.54% transaction fee applies for invoice payments by district credit card or purchasing card.

For questions or changes to quote, please call (800) 599-0350 x2.



Program: Risk Management in Education
Title: Employee Discipline in an Education Environment©
Product/Service: Phase 1.2A: Employee Code of Conduct

TERMS AND CONDITIONS: PROFESSIONAL SERVICES AGREEMENT / ORGANIZATION ORDER FORM (COF)

This Professional Service Agreement ("PSA") between FLOYD COUNTY SCHOOLS (herein "Organization") and UpSlope Solutions, LLC (herein "Company") pertains to the delivery of services associated with a single program within the Risk Management in Education Series and is subject to the following Terms and Conditions:

1. **SERVICE DELIVERABLES.** The scheduled service date(s) and times are as follows:

ECOC Team Facilitation	
DATE	8/1/18
8:30AM-8:45AM	Session introduction
8:45AM-9:45AM	FCS ECOC 1
9:45AM-10:00AM	AM Break
10:00AM-11:30AM	FCS ECOC 2
11:30AM-12:30PM	Lunch
12:30PM-2:00PM	FCS ECOC 3
2:00PM-2:15PM	PM Break
2:15PM-3:15PM	FCS ECOC 4
3:15PM-3:30PM	Session wrap-up
<input type="checkbox"/>	Organization policy manual or link not yet received; email to events@upslopes.com .
<input checked="" type="checkbox"/>	Organization letterhead not yet received; email to events@upslopes.com .
<input type="checkbox"/>	Organization master agreement(s) not yet received; email to events@upslopes.com .
<input checked="" type="checkbox"/>	Participant list (name, role, email) not yet received; email to events@upslopes.com .

Check one of the following:

☐

Organization will release participants for lunch.

☐

Organization will cater a working lunch.

2. **SERVICE LOCATION.** Organization has reserved the following onsite location for service delivery:

Building:

Room:

Street Address:

City/State/Zip:

Check all that apply:

☐

An LCD projector is available in this room.

☐

A projector cable is available in this room.

☐

A projection screen is available in this room.

☐

A laptop is available in this room.

☐

Speakers are available in this room.

☐

A speaker cable is available in this room.

3. **DESIGNATED CONTACT.** Organization has designated the following individual as the onsite point of contact for service:

Name:

Title/Role:

Phone:



Program: Risk Management in Education
Title: Employee Discipline in an Education Environment©
Product/Service: Phase 1.2A: Employee Code of Conduct

Email: _____

4. **PURCHASE ORDER.** This agreement is not valid unless accompanied by a properly executed purchase order. A purchase requisition may not be substituted for a purchase order. Organization acknowledges that any terms and conditions in its purchase order or any other documents provided by Organization are superseded by the Terms and Conditions of this Agreement. All onsite sessions associated with this Agreement must be scheduled within the same fiscal year unless otherwise permitted by the Organization Purchase Order.
5. **PAYMENT TERMS.** Net 10 (Ten). Finance charges may be applied on aging accounts at the rate of eighteen percent (18%) per annum. A 3.54% transaction fee applies for invoice payments by district credit card or purchasing card.
6. **SESSION ATTENDANCE.** Attendance at all program-related sessions is limited to registered participants only. Only Organization employees or affiliates may attend sessions without the advance written approval of Company.
7. **CANCELLATION.** Event(s) may be cancelled only with the written consent of both parties. In the event of cancellation, Organization will be invoiced for all event-related expenses incurred by Company through the cancellation date payable under the terms of this Agreement.
8. **DISCLAIMERS AND WARRANTIES; COMPANY.** THE SERVICES REPRESENT A SYNTHESIS OF RESEARCH-SUPPORTED BEST PRACTICES DERIVED FROM MULTIPLE DOMAINS AND ARE PROVIDED TO THE ORGANIZATION ON AN "AS-IS" BASIS. THE VIEWS AND OPINIONS EXPRESSED NEITHER CONSTITUTE, NOR SHOULD THEY BE CONSIDERED AS SUBSTITUTES FOR, PROFESSIONAL LEGAL ADVICE. THE ORGANIZATION IS URGED TO CONSULT WITH COUNSEL IN THE MANNER DICTATED BY LOCAL CUSTOM OR POLICY REGARDING SPECIFIC QUESTIONS PERTAINING TO THE SUBJECT MATTER INVOLVED. COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR RESULTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS, DAMAGES OR OTHER FORMS OF LIABILITY, WHETHER BY ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE SERVICES, THEIR ADAPTATION OR THEIR USE BY THE ORGANIZATION.
9. **DISCLAIMERS AND WARRANTIES; THIRD-PARTY POLICY SOURCE.** THIS PRODUCT VERSION CONTAINS CITATIONS OF A THIRD-PARTY POLICY SOURCE ("KSBA"), AND WAS DEVELOPED FOR A SCHOOL DISTRICT THAT HAS LICENSED POLICY SERVICES FROM THE THIRD-PARTY POLICY SOURCE IN THE SUBJECT STATE. THE COMPANY IS NOT AFFILIATED WITH THE THIRD-PARTY POLICY SOURCE, AND THE THIRD-PARTY POLICY SOURCE HAS NOT ENDORSED THESE MATERIALS FOR USE BY THE LICENSEE FOR ANY PURPOSE.
10. **DISCLAIMERS AND WARRANTIES (SCHOOL ADMINISTRATOR ASSOCIATION).** THE KENTUCKY ASSOCIATION OF SCHOOL ADMINISTRATORS ("KASA") HAS AN AGREEMENT WITH UPSLOPE SOLUTIONS LLC FOR THE PROMOTION OF THIS PRODUCT IN THE BELIEF THAT IT OFFERS POTENTIAL BENEFITS TO ITS MEMBERS. THE CONTENTS OF THIS MANUAL AND RELATED DOCUMENTS ARE NOT, HOWEVER THE WORK PRODUCT OF KASA OR ITS LEGAL COUNSEL, AND KASA MAKES NO REPRESENTATION AS TO THE ACCURACY OF ANY INFORMATION CONTAINED HEREIN OR THE APPROPRIATENESS OF THE APPLICATION OF THE INFORMATION OR PRINCIPLES SET FORTH IN THIS MANUAL IN ANY PARTICULAR FACTUAL SITUATION. THESE MATERIALS SHOULD NOT BE CONSTRUED AS LEGAL ADVICE, AND KASA ASSUMES NO LIABILITY FOR ANY CONSEQUENCES WHICH MAY ARISE FROM THE USE OF THESE MATERIALS, IN WHOLE OR IN PART, BY ANY PERSON. COMPETENT LEGAL COUNSEL SHOULD BE SOUGHT PRIOR TO THE ACTUAL UTILIZATION OF THESE MATERIALS IN ANY LEGALLY BINDING DOCUMENT.
11. **ENTIRE AGREEMENT.** This Agreement comprises the entire understanding between Company and Organization regarding the delivery of professional services and supersedes any prior oral or written representations, communications, proposals or understandings.
12. **CONTROLLING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Kentucky.

ACCEPTANCE OF SERVICE QUOTE. By my signature below, I confirm both the Organization's agreement to abide by the Terms and Conditions herein and my authority to execute this agreement.

Signature: _____

Printed Name: _____

Title/Role: _____

Date: _____



Program: Risk Management in Education
Title: Employee Discipline in an Education Environment©
Product/Service: Phase 1.2B: RME Online™ Annual Subscription

TERMS AND CONDITIONS: PROFESSIONAL SERVICES AGREEMENT / CUSTOMER ORDER FORM (COF)

This Professional Service Agreement ("PSA") between FLOYD COUNTY SCHOOLS (herein "Organization") and UpSlope Solutions, LLC (herein "Company") pertains to the delivery of product(s) associated with a single program within the Risk Management in Education Series (the "Subscription") and is subject to the following Terms and Conditions:

1. **SUBSCRIPTION INFORMATION.** Details regarding Organization Subscription are as follows:

SUBSCRIPTION INFORMATION							
USERS	PRODUCT	FEDERAL	STATE	POLICY	OTHER	START	END
24	Employee Code of Conduct-KY	USC / CFR	KRS/KAR	KSBA		7/1/18	6/30/19
24	Decision Support Rubric-KY					7/1/18	6/30/19
<input checked="" type="checkbox"/>	Initial setup		<input type="checkbox"/>	Online conversion			
<input checked="" type="checkbox"/>	Product revision and update support is included for the duration of the Subscription.						
<input checked="" type="checkbox"/>	Phone and email-based technical support is included for the duration of the Subscription.						
<input checked="" type="checkbox"/>	Phone and email-based decision support is included for the duration of the Subscription.						

2. **SETUP/UPDATE REQUIREMENTS.** Items required from Organization include the following (email any checked items to support@upslopes.com):

REQUIRED FROM ORGANIZATION	
<input type="checkbox"/>	Organization policy manual or link.
<input checked="" type="checkbox"/>	Organization logo (high resolution .bmp, .tiff, .jpg, .png, etc.).
<input checked="" type="checkbox"/>	Organization letterhead (.docx or .pdf).
<input checked="" type="checkbox"/>	Organization master agreements.
<input checked="" type="checkbox"/>	Organization user list (fields: first name, last name, role, email, phone).

3. **DESIGNATED CONTACT.** Organization has designated the following individual as the onsite point of contact for service:

Name: _____
Title/Role: _____
Phone: _____
Email: _____

4. **SYSTEM REQUIREMENTS.** Minimum and recommended system requirements for users are included with the quote associated with the Subscription. By executing this order, you acknowledge that you have read and understand these system requirements, and that it is your responsibility to fulfill them. Company retains the right to update system requirements from time to time, and you agree to comply with such updates. You also confirm that all buildings and/or sites included in the Subscription are in full compliance with the current system requirements.
5. **SITE ACCEPTABLE USE.** Materials accessed on or downloaded from the site may not be repurposed, shared, distributed, disseminated, rented, leased, loaned, exchanged, sold, or transferred to non-licensed entities under any circumstances. Each site user must have his or her own username and password, and site usernames and passwords may not be shared by site users.
6. **PURCHASE ORDER.** A purchase order executed in conformance with your state's procurement rules must accompany the Subscription order. A purchase requisition may not be substituted for a purchase order. Organization acknowledges that any terms and conditions contained in either the purchase order or any other associated documentation provided by Organization are superseded by the Terms and Conditions of this Agreement, unless otherwise prohibited by your state's procurement rules.
7. **PAYMENT TERMS.** Net 10 (Ten). Finance charges may be applied on aging accounts at the rate of eighteen percent (18%) per annum. A 3.54% transaction fee applies for invoice payments by district credit card or purchasing card.



Program: Risk Management in Education
Title: Employee Discipline in an Education Environment©
Product/Service: Phase 1.2B: RME Online™ Annual Subscription

8. **RENEWAL.** The duration of this Agreement (the "Agreement Term") is shown in Section I. Subscription may be renewed at the current user rate on an annual basis thereafter. Company will provide a renewal opportunity notification for the subsequent Subscription period approximately forty-five (45) days before the end of the prior Subscription period (the "Renewal Window"). If renewal is elected, Organization will provide a Company with a purchase order for the subsequent Subscription period, if required by state procurement rules.
9. **SITE USER ADJUSTMENTS.** Organization may adjust the number of users covered by the Subscription downward by up to ten percent (10%) during the Renewal Window for operational reason(s), and may adjust the number of users covered by the Subscription upward at any time without limitation. Organization will notify Company of such adjustments in writing, and Company will re-invoice Organization accordingly.
10. **CANCELLATION.** Subscription may not be cancelled during the Agreement Term, but may be cancelled by Organization at the end of the Agreement Term without penalty.
11. **DISCLAIMERS AND WARRANTIES; COMPANY.** THE SERVICES REPRESENT A SYNTHESIS OF RESEARCH-SUPPORTED BEST PRACTICES DERIVED FROM MULTIPLE DOMAINS AND ARE PROVIDED TO THE ORGANIZATION ON AN "AS-IS" BASIS. THE VIEWS AND OPINIONS EXPRESSED NEITHER CONSTITUTE, NOR SHOULD THEY BE CONSIDERED AS SUBSTITUTES FOR, PROFESSIONAL LEGAL ADVICE. THE ORGANIZATION IS URGED TO CONSULT WITH COUNSEL IN THE MANNER DICTATED BY LOCAL CUSTOM OR POLICY REGARDING SPECIFIC QUESTIONS PERTAINING TO THE SUBJECT MATTER INVOLVED. COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR RESULTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS, DAMAGES OR OTHER FORMS OF LIABILITY, WHETHER BY ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE SERVICES, THEIR ADAPTATION OR THEIR USE BY THE ORGANIZATION.
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ACCEPTANCE OF SERVICE QUOTE. By my signature below, I confirm both the Organization's agreement to abide by the Terms and Conditions herein and my authority to execute this agreement.

Signature: _____
Printed Name: _____
Title/Role: _____
Date: _____