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Union: **Carmel Paraprofessional Staff Association**

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**CARMEL CENTRAL SCHOOL DISTRICT**

**A CONTRACT BETWEEN**

**PARAPROFESSIONAL STAFF ASSOCIATION**

**AND**

**CARMEL BOARD OF EDUCATION**

**JULY 1, 2004- JUNE 30, 2007**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



Carmel Paraprofessional Association

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## ARTICLE I AGREEMENT

This agreement between Carmel Central School District, hereinafter called the Employer, and the Paraprofessional Staff Association, hereinafter called the Association, shall take effect on the first day of July, 2004 and shall remain in effect until the 30th day of June 2007.

## ARTICLE II- RECOGNITION

The Employer by separate action has recognized the Association as the sole and exclusive bargaining agent for all employees working in the following job classifications: Special Education Student Aide (SESA); Library Aide; Playground Aide; and School Monitor. This recognition excludes all per diem employees and substitute personnel.

## ARTICLE III NEGOTIATIONS

The Association shall submit to the Superintendent of Schools a written request to begin negotiations. Such request shall be made between the 20th day of January and the 1st day of February of the School year in which the contract terminates. The Board's designee shall agree to meet within 15 days after receipt of this request. The first session will be to establish negotiation procedures in addition to substantive negotiations.

## ARTICLE IV WORKING CONDITIONS

### A. Covered Employees

All employees in job classifications as stipulated in the Recognition Clause shall be subject to the terms and conditions of employment as contained in this Agreement.

Full-time Employees - An employee working five or more hours per day on a regular schedule shall be considered a full-time employee.

Part-time Employees - An Employee working under one of the following conditions shall be considered a part-time employee:

1. Less than five (5) hours per day.
2. In the event that a full-time employee is absent for an extended period of time due to illness, which shall be defined as an absence of five (5) days or more, the building principal shall offer the assignment to currently employed qualified unit members according to building seniority. When filling the position vacated by the unit member replacing the absent employee, a substitute will be used. Seniority shall be defined as a continuous length of service within the building.

### B. Work Week

The normal workweek for an employee when school is in session shall be five (5) days, Monday to Friday. The number of hours of work on a daily basis shall be assigned by the Building Principal. On scheduled early dismissal days, employees shall work their regularly scheduled hours unless other arrangements are made with the building administration in advance.

### C. Work Year

Employees covered by this contract shall work days scheduled as "school Calendar" days. In any year in which there is no Orientation Day, the employee shall make arrangements with the building principal to make up the appropriate number of hours for that day.

In the event an employee loses working hours due to reasons not covered above or otherwise provided in this Agreement, the District shall, within thirty (30) days, provide the employee with the opportunity to

**Carmel Paraprofessional Association**

make up such lost time. Such make up time will not exceed thirty (30) minutes per day without the employee's consent. Failure by the District to schedule make up time within the above thirty (30) day period will result in full restoration of the employee's pay for any lost work time.

**D. Term of Employment**

Each employee within the Bargaining Unit shall be given a "Letter of Assurance" by June 1. Employees must return the signed letter to the Personnel Office by the end of the school year.

**E. Pay Period**

Full-time employees shall receive their wages in equal paychecks beginning with the first regular pay period in September through the last regular pay period in June. Payment will be based on the school calendar, plus 12 paid holidays. Days worked in excess of the school calendar will be paid at the regular daily rate. The payroll check shall state: "Gross earnings, deductions and net pay." Any questions concerning an individual's earnings will be directed in writing to the Payroll Department for clarification and/or adjustment. (See Art. VII E. Holidays).

**F. Wages**

Wages shall be increased by 3.25% in 2004-05, 3.25% in 2005-06, and 3.5% in 2006-07

Wages for unit employees shall be as follows:

Step	2004-05	2005-06	2006-07
1	\$9.89	\$10.21	\$10.57
2	\$10.60	\$10.95	\$11.33
3	\$11.37	\$11.74	\$12.15
4	\$12.13	\$12.53	\$12.96
5	\$12.92	\$13.34	\$13.80
6	\$13.68	\$14.13	\$14.62
7	\$14.70	\$15.18	\$15.71
8	\$16.11	\$16.63	\$17.21

NOTE: Employees shall advance one vertical step during each of the contract years, if such steps are so provided in the schedules.

NEW ENTRANTS: All new entrants covered by this agreement will be paid the entry level rate (Step 1) in each year of the Agreement.

**G. Longevity**

Longevity steps shall be increased by \$100.00 in each year

1. Longevity shall be paid according to the following schedule:

	2004-05	2005-06	2006-07
After 10 years	\$1200	\$1300	\$1400
After 15 years	\$1500	\$1600	\$1700
After 20 years	\$1800	\$1900	\$2000
After 25 years	\$2100	\$2200	\$2300

2. Longevity payments for part-time employees hired on or after July 1, 1989 and working less than twenty five (25) hours per week shall be pro-rated based on a twenty five (25) hour work week equaling 100%.
3. Longevity will be paid in a separate check during the first two weeks in January for those whose anniversary date falls between July 1 and December 31. Longevity will be paid in the last two weeks in June for those whose anniversary date falls between January 1 and June 30. For those retiring mid-year, longevity will be paid in the first pay period following retirement.

**H. Transportation**

Any mileage by a unit employee using his/her personal vehicle in performance of official school business shall be compensated at the prevailing mileage rate as established by the Board of Education.

**I. Other Assignments**

In the event a member of the bargaining unit is assigned tasks normally provided by members of another bargaining unit, said employee shall not receive less than his/her normal hourly rate of pay for the duration of such assignment.

Members of the unit assigned chaperoning duties will be compensated as per the agreement between the CTA and the Carmel Central School District. Coverage of Middle School concerts shall be considered an extension of the paraprofessional's day and shall be compensated at the chaperoning rate above.

Members of the unit asked to substitute in another position outside their normal hours shall receive the prevailing substitute rate or his or her normal hourly rate which ever is greater.

Employees working under the SESA job title shall be required to assist students with toileting, changing diapers, sanitary napkins, or performing any other medical student health responsibility as needed.

**J. Classroom/In-school Suspension/Detention Coverage**

Paraprofessionals assigned to substitute for teachers, cover in-school suspension, or detention duty, shall receive in addition to their normal wage, seven (\$7) dollars per period or forty-two (\$42) dollars per day.

When a paraprofessional is assigned to substitute for teaching assistants they will be paid \$2.75 per hour in addition to their normal wage.

When a paraprofessional is assigned to cover in-school suspension, or detention duty, they will be paid \$7 per period. In the high school when the length of the detention is one and one half periods, the rate of pay will be \$10.50 per detention.

**K. Clean-up Responsibilities**

It is understood that members of the bargaining unit do have certain clean-up responsibilities in the cafeterias in accordance with the Civil Service Job Descriptions, but such employees would not be directed to perform duties normally and properly assigned to other employees. Examples of such duties would be emptying the garbage containers, cleaning floors, stacking chairs and moving tables.

Employees assigned to cafeteria duty shall not be expected to clean tables following student meals.

**L. Buses**

The building principal will seek volunteers from this bargaining unit to ride buses with students on the last day of school when the administration feels it is necessary. In the absence of volunteers, the administrator can make the necessary assignments. Any member who volunteers or is assigned to ride the buses will receive a stipend of \$15.00.

**M. Break Time**

Any breaks requested by the employee shall be at a time that is mutually agreeable to the employee and the immediate supervisor.

**ARTICLE V - SENIORITY, TRANSFER, PROMOTIONS, VACANCIES**

- A.** In the determination of re-assignments and transfers, the convenience and wishes of the individual employee as well as his/her seniority will be honored except where the nature of the position dictates that other criteria would be more appropriate.

When an employee within the bargaining unit is reassigned and/or transferred to another building, the employee's name shall be placed on the bottom of the receiving building's seniority list.



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The bargaining unit will prepare a building seniority list for each building and review it with the building principal by September 15 of each school year.

Volunteers for assignments of additional time in a building will be solicited. A list will be generated and employees will be canvassed by building seniority.

- B.** Whenever any vacancy in any position in the building concerned shall occur, the Employer shall post such vacancy notice on all employee bulletin boards and give written notice of such vacancy to the President of the Paraprofessional Association. No vacancy shall be permanently filled until five (5) days after such notification unless otherwise concurred with by the Paraprofessional Association.
- C.** Every employee who desires to fill any such vacancy shall file an application, in writing, with the Administration within five (5) calendar days following the posting of the notice of said vacancy.
- D.** Every vacancy shall be filled by an applicant covered by this contract if the qualifications and experiences for the position shall be substantially equal to those of any other applicant not covered by this contract, in the opinion of the Employer.
- E.** Seniority shall be calculated from the date of original appointment in this bargaining unit.
- F.** By October 1 of each school year, the school district shall prepare a seniority list. The school district and the Association president shall review this list for accuracy, and appropriate corrections shall be made.
- G.** Individuals working in positions that are Special Education Student Aides that were hired before July 1, 2003 shall be granted seniority based on their date of hire in the bargaining unit.
- H.** Any SESA laid off as a result of the changing needs of a child or a change in enrollment shall be placed on a recall list.
- I.** The inclusion of additional titles in the bargaining unit (e.g. Special Education Student Aide) will not be used to reduce the overall number of Monitors hired by the District.

### **ARTICLE VI- PREMIUM TIME AND SUNDAY WORK**

#### **A. Premium Time**

The Employer agrees to pay premium time at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for authorized work performed in excess of forty (40) hours per calendar week or in excess of eight (8) hours per day, except as provided in Article VI. B.

#### **B. Sunday Work**

An employee required to work on a Sunday shall receive two (2) times the regular hourly rate for authorized work actually performed.

### **ARTICLE VII AUTHORIZED ABSENCES**

In the subsequent provisions of this Article the term "day" is used. A "day" for the purposes of this contract shall mean the length of time which a unit member normally works; i.e. an employee who works an eight (8) hour day has a day which lasts eight hours in duration; an employee who only works a two (2) hour day has a day of two hours in duration.

#### **A. Personal Sick Leaves**

Unit employees shall be entitled to personal sick leave with pay, earned on a weekly pro-rata basis, in accordance with the following schedule:

0 to 5 years of service with the District	13 days
5 or more years of service with the District	15 days

An employee shall be entitled to accumulate up to 180 of these days.

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**B. Personal Days**

Unit employees shall be entitled to four (4) personal days without loss of salary. Except in an emergency situation where advance notice is not possible, requests for personal leave shall be made to the Assistant Superintendent for Business or to his/her designee (e.g. building administrator) at least three (3) days in advance. It is understood that personal days are to be used to attend to matters that could not be done during work time. Unused personal days shall be added to the employee's accumulated sick leave..

**C. Family Illness**

All Paraprofessionals shall be granted three (3) days absence with pay for illness to members of the immediate family. Immediate family shall be defined as wife, husband, child, mother, father and sibling.

**D. Bereavement Leave**

Unit employees shall be entitled to five (5) days bereavement leave with pay for the death of an immediate family member. Unit employees shall also be entitled to three (3) days bereavement leave with pay for the death of other family members defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild or grandparent. Neither of these leaves is cumulative.

**E. Holidays**

Unit employees shall be entitled to eleven (12) paid holidays annually. Holidays are to be designated by October 1 annually by the District with the consent of the President of the Association.

**F. Other Authorized Absences**

1. **Emergency closings** - Unit employees are not expected to report for work on days when schools are closed because of weather or for any other reason requiring schools to be closed. Unit employees shall be paid their regular rate of pay for up to two emergency closings. The School District shall notify the local radio station, WHUD, by 6:00 A.M. of any emergency closing. If the District fails to so notify and does not open school, the District shall pay employees who have appeared for that day two (2) hours of normal wage or that amount of time they work that day whichever is greater.
2. In the event of delayed openings or early dismissal, employees shall be paid their normal per diem pay for all such days.
3. **Jury Duty** - Any unit employee who is selected for jury duty shall receive his/her normal rate of pay for each day absent. Court remuneration shall be turned over to the school district.

**ARTICLE VIII- BENEFITS**

**A. Health Insurance**

1. **Eligibility Requirement**
  - a. An employee must work a regularly scheduled work week of twenty (20) hours or more.
2. **Coverage**

The health insurance plan provided by the District to the Employees in the bargaining unit and the benefits provided thereunder, shall be those furnished by the District to the majority of units in the District.

  - a. **Eligible Employees** - The District will pay 100% of the cost for individual and family coverage for employees employed by the District prior to September 1, 1981. For all twelve (12) or ten (10) month employees employed subsequent to September 1, 1981, the District will pay 80% of the cost of the health insurance. The District's contribution toward health insurance premiums shall apply to both family and to individual coverage. Any employee contribution toward the health insurance premium will be paid by the employee through a payroll deduction.

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- b. Employees working twenty (20) or more hours per week and less than twenty-five (25) hours per week shall receive a prorated premium payment from the District based on a twenty five (25) hour work week equaling 100%.
- c. An active eligible employee who at the time of retirement has been employed by the District for at least ten years, may at the employee's option, retain or obtain health insurance coverage under the terms prevailing at the time of retirement.
- d. Employees not electing to take health insurance coverage offered by the District and who are pre September 1, 1981 hires, will receive a stipend equal to twenty five (25) percent of the annual cost of the family premium rate to the District in each year of this Agreement. Employees hired on or after September 1, 1981 shall receive a stipend of:

\$800	25 hour employees
\$640	20 hour employees

Payment of the above stipend will be made in two (2) equal checks, with the first payment due the employee by January 31 and the second payment due by June 30. Employees electing to return to the District health insurance program shall have the above stipend prorated for the period of time not enrolled.

**B. Workers' Compensation**

Employees shall be covered by the then current Board of Education policy governing Workers' Compensation benefit.

**C. Retirement**

- 1. NYSERS Membership in NYSERS is governed by the New York State Retirement and Social Security Law.
- 2. Payment of unused sick days upon retirement:
  - a. The Employee must be eligible to retire under the regulations and terms of the New York State Employee's Retirement System, but need not be a member of the NYSERS.
  - b. The individual must have been an employee of the Carmel School District for a minimum of 10 years.
  - c. A notice of intention to retire must be given on or before March 31 and no less than 90 days before the actual date of retirement. A notice of resignation to retire submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools and the Board of Education.
  - d. For up to the first 150 days, the daily rate of pay shall be \$13.00 times the number of hours the employee is scheduled to work daily in the year of retirement.
  - e. For days above 150, up to a maximum of 180, payment shall be \$10.00 times the number of hours the employee is scheduled to work daily in the year of retirement.

**D. Welfare Fund**

The District shall contribute to the Welfare Fund as follows: \$775 per unit member in 2004-05, \$800 per unit member in 2005-06, and \$825 per unit member in 2006-07 according to the following schedule:

July 15	25%
October 15	25%
January 15	25%
April 15	25%

**E Sick Leave Bank**

- 1. A Sick Leave Bank (SLB) shall be maintained for the purpose of providing limited income protection to those employees electing to contribute to the SLB and who suffer long term illnesses or accidents and who have expended their accumulated sick leave days.
- 2. In each year of the contract, employees may contribute one (1) of their sick leave days to the SLB.

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3. A currently employed unit member initially enrolling in the SLB in the 2nd or 3rd year of the contract must make prior contributions.
4. No employee may use in excess of fifteen, (15) Bank days during first and second year of employment.
5. The Bank shall be administered by a representative of the District and a representative of the Association who shall be charged with the responsibility of dispensing any and all SLB days.
6. Withdrawal Rates: a maximum of 120 days in each year of the contract.
7. Maximum lifetime withdrawal per employee shall be 60 days.
8. Upon application to and approval of the superintendent, an employee may be granted days in excess of the contractual withdrawal rates (in any given year and maximum lifetime).
9. If in any year of the contract, the number of days in the SLB falls below 20 days, each employee shall have the right to contribute one day and the District shall contribute one day for every two days contributed by employees up to a maximum of 20 days.
10. At retirement, an employee may put excess unused sick days, up to a maximum of 10, into the sick bank.
11. The unused sick days shall be cumulative and shall be carried forward from year to year.

### ARTICLE IX FINAL AGREEMENT DOCUMENT

The cost of the preparation of the finalized document shall be paid by the District. The Association assumes responsibility for the distribution of copies of this Agreement to members of the Association.

### ARTICLE X NO STRIKE PLEDGE

The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the Schools. The Paraprofessional Association, therefore agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by the Employees covered by this Agreement nor any instigation thereof, providing the Employer duly performed herein.

### ARTICLE XI OTHER EMPLOYMENT CONDITIONS

#### A. Physical Examinations Required by Employer

A physical examination required by the employer to establish or retain employment shall be at the expense of the Employer provided that the examination is conducted by a school physician appointed by the school.

#### B. Association Privileges

1. The Association will be granted facility usage, without cost, for the purpose of conducting Association business when such business is not of a fund raising nature. Requests to use a facility must be approved by the Building Principal.
2. Members of the negotiating team (to a maximum of five) will be granted up to one hour off from their duty assignment for alternate sessions to attend negotiation meetings as authorized by the District.
3. Association Business Days: The District shall grant two (2) days of Association leave per year for the President of the Association (or designee) with pay, to attend to Association business.

#### C. Layoff and Recall

Seniority within the bargaining unit shall govern both layoff (including reduction in hours) and recall of employees in the unit except where the nature of the position dictates that a criteria other than seniority be used. Where the nature of the position dictates that a criteria other than seniority be used for a layoff

(or reduction in hours) or for recall, the District will discuss the proposed layoff, reduction in hours or recall with the Association president.

## ARTICLE XII- EMPLOYEE RIGHTS

### A. Personnel Files

1. Upon written request, each employee shall have the right to review at any time mutually convenient, the contents of his/her personnel file; except however, any confidential references given at the time of his/her employment. At the Employee's request a representative of the Association may accompany the Employee in such review. The review shall be made in the presence of the Supervisor responsible for the safekeeping of such file. Facilities shall be available for the employee to make photocopies of such contents and records.
2. A copy of any complaint placed in the Personnel File of any employee shall be sent to the employee within one (1) week thereof. He/she shall have the right to answer in writing and have the incident reviewed by the Superintendent. The findings of this review shall be placed in the Employee's Personnel File together with the complaint.
3. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause.

## ARTICLE XIII- GRIEVANCE PROCEDURE

### A. Definition

A "grievance" is the claim by the Association, or person, that there has been a violation of the terms of this Agreement

### B. Purpose

The purpose of this procedure is to secure an equitable solution to the disputes which may arise over matters defined in paragraph "A" as rapidly as possible.

### C. Procedure

It is agreed to that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Before submission of a written grievance, the aggrieved party should attempt to resolve it informally. To expedite the process, the number of days indicated shall be considered as a maximum.

#### 1. Level One

An aggrieved person or his/her representative will first present his/her grievance in writing to his/her principal or immediate supervisor with whom it will be discussed directly. The meeting of the aforesaid parties shall be scheduled within five (5) school days of the proper filing of the grievance. The Principal or immediate supervisor shall inform the aggrieved person of his/her decision in writing within five (5) school days after the meeting.

#### 2. Level Two

If the grievant is not satisfied with the decision at Level One and the grievance is considered by the Association to be meritorious, the Association shall notify the Superintendent in writing within five (5) school days after it has received the grievance from the aggrieved person that it wishes to carry the grievance to the Superintendent. The meeting of the aforesaid parties shall be scheduled within five (5) school days.

#### 3. Level Three

If the grievant and the Association are not satisfied with the decision at Level 2, the Grievance Committee will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Level 2. The official grievance record maintained by the Chief School Administrator shall be available for the use of the Board of Education. Within ten (10)

## Carmel Paraprofessional Association

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school days after receipt of the appeal, the Board of Education shall hold a hearing with the grievant and the Grievance Committee or its representative and all other parties in interest. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

### 4. Level Four

- a) If the Association and the aggrieved party are not satisfied with the decision at Level 3 and the grievance pertains to an interpretation of the language of this contract, and if no written decision has been rendered within five (5) school days after the meeting the Association may, within ten (10) school days of the meeting, request that the grievance be submitted within thirty (30) school days to arbitration.
  - b) The parties agree to be bound by the rules and procedures of the American Arbitration Association.
  - c) The arbitrator shall issue his/her decision with due dispatch after the date of the closing of the hearings, or if all hearings have been waived, then from the date of transmitting the final statements and proof to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the District and to the Association and shall be binding on all parties. The Arbitrator shall make no decision which is contrary or inconsistent with, or which modifies or varies in any way, the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
5. The cost of the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

### D. Rights under Grievance Procedure

1. Any grievance shall be presented within thirty (30) school days after the grievant and the Association know or should have known of the occurrence or events claimed to have given rise to the grievance. Failure to proceed to the next step within the applicable time limits shall be deemed a waiver of the grievance, and the grievance shall abate.
2. The District shall make available to the Association such information deemed necessary for the Association to carry out its function of processing Association grievances (excluding confidential personnel records).
3. In the event that a representative or individual designated in writing by the Association, investigates or is required to attend a grievance proceeding, he/she shall be released from his/her regular assignment without loss of pay for the period of time necessary to permit his/her attendance at such proceedings.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without the permission of the aggrieved party.

## ARTICLE XIV MATTERS NOT COVERED

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified, through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agree that negotiations will not be reopened on any matter concerning wages and terms or conditions of employment, whether or not contained in this Agreement, during the life of this Agreement.

A Liaison Committee composed of the President of the Association and the Superintendent will meet periodically in order to discuss items of mutual interest and concern. Either party has the right to call for a liaison meeting.

**ARTICLE XV .AGREEMENT REQUIRING LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the legislative body has given approval.

**ARTICLE XVI .CONFORMITY TO LAW**

If any provision of the Agreement is now, or becomes contrary to existing law, then such provision is by mutual consent without validity. All other provisions of the contract shall remain in full force and effect. In the event that any portion of the Agreement is invalidated by law, either party may demand to re-negotiate the particular provision affected, and only that provision.

**SIGNATORY**

**IN WITNESS WHEREOF:** The parties to this Agreement having obtained authorization to execute this Agreement by a majority vote of the respective membership, set their hands this 13<sup>th</sup> day of May, 2005.

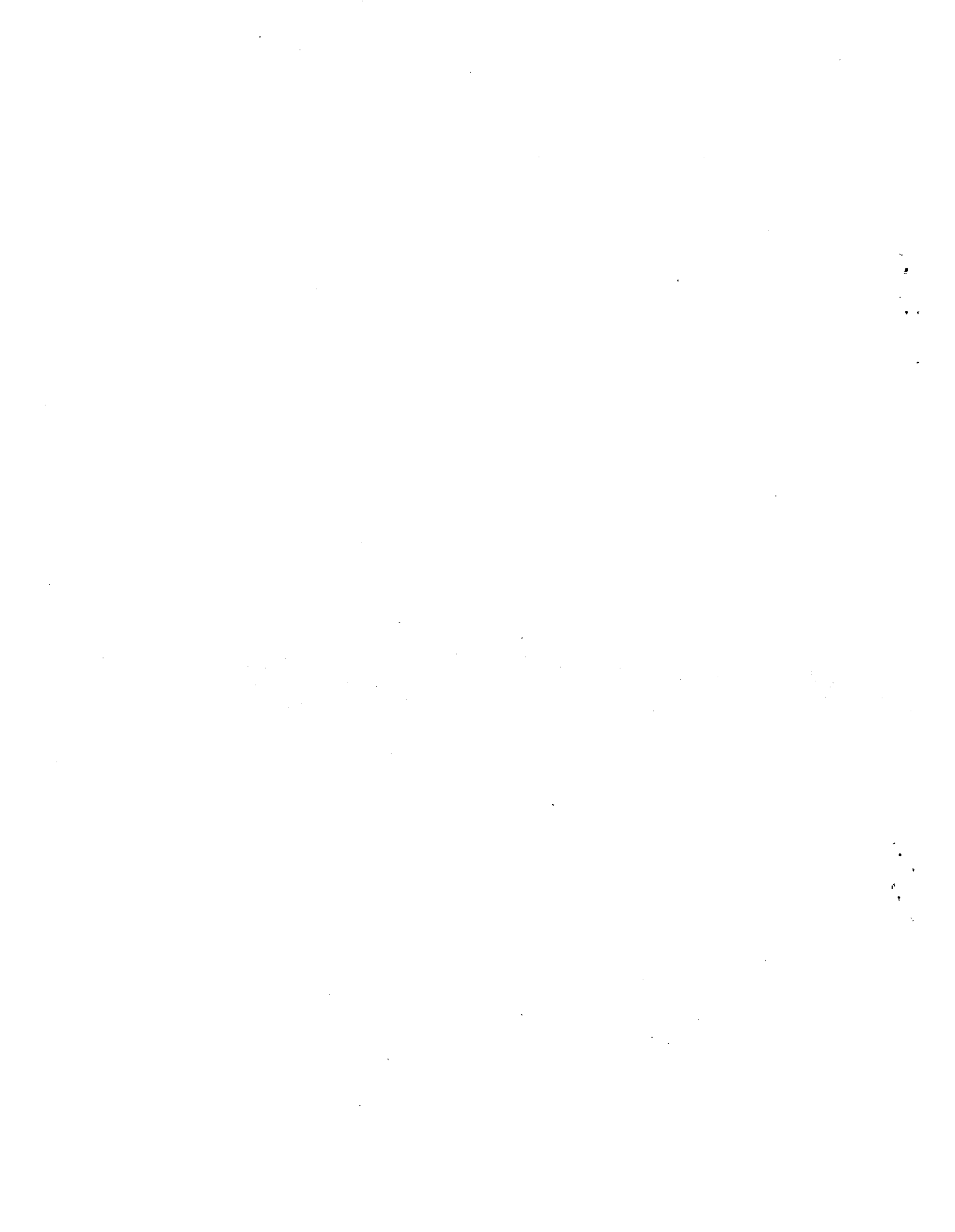
**Carmel Paraprofessional Association**

Barbara DeMaio Pres  
Maria Colaneri V.P.  
Therese Donovan Treas.  
Anne Palazzo  
Johanna Moraco  
Rosemarie J. Blenc

**Carmel School District**

Dr. Marilyn Hancock  
Ronald Wilson  
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