



Agenda Item No. (3)

To: Rules, Policy and Industrial Relations Committee/Committee of the Whole
Meeting of July 26, 2024

From: Krystalyn O’Leary, Bus Operations Program Manager
Les Belton, Deputy General Manager, Bus Division
Denis J. Mulligan, General Manager

Subject: **AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE
SANTA ROSA JUNIOR COLLEGE FOR THE BUS OPERATOR PRE-
APPRENTICESHIP PROGRAM**

Recommendation

The Rules, Policy and Industrial Relations Committee recommends that the Board of Directors authorize the General Manager, or designee, to execute a memorandum of understanding with the Santa Rosa Junior College for the Bus Operator Pre-Apprenticeship Program (BPAP) and all other documents necessary to implement the BPAP.

This matter will be presented to the Board of Directors at its July 26, 2024, meeting for appropriate action.

Summary

As downtown San Francisco and nearby communities recover from the COVID-19 pandemic, the Golden Gate Bridge, Highway, and Transportation District (District) is enhancing the Golden Gate Transit (GGT) bus system to meet anticipated ridership growth. The Human Resources and Bus Division Departments are leading efforts to recruit, retain, and train new bus operators, with a key initiative being the Golden Gate Bus Coach Operator Apprenticeship Program (GGAP). This program is developed in collaboration with the Marin Community College District (MCCD) and the Amalgamated Transit Union (ATU) Local 1575.

To support GGAP, the District has partnered with Santa Rosa Junior College (SRJC) to launch the BPAP. BPAP provides participants with foundational workplace skills and knowledge, preparing them for apprenticeship opportunities. The program aims to attract a diverse pool of candidates, enhance the recruitment pipeline, and support higher retention rates by thoroughly preparing individuals for their roles. By addressing skill gaps and fostering career growth, BPAP contributes to workforce development and ensures the sustainability and efficiency of the GGT bus system.

Background

In the fall of 2021, GGT staff collaborated with SRJC to develop a pre-apprenticeship program designed to reduce barriers to employment for individuals who do not meet the criteria for direct hire by GGT as a bus operator or face other employment challenges. Aimed at creating a more inclusive pathway for aspiring bus operators, this initiative targets underrepresented populations with the goal of equipping recruits with essential skills and knowledge to be a successful, career bus operator.

The 56-hour curriculum, created by GGT staff and SRJC instructors, emphasizes technical, professional, and interpersonal skills. Key training areas include customer service, time management, interview techniques, professionalism, and other vital competencies for a bus operator. This comprehensive approach ensures candidates are not only prepared for the technical demands of their roles but also introduces lifelong skills that will benefit them throughout their careers in the transit industry. By prioritizing foundational skills, the program aims to foster a more ready apprentice and a capable and confident workforce, giving candidates a significant advantage in their professional development.

California Apprenticeship Initiative Grant

In March 2022, SRJC was awarded a \$500,000 California Apprenticeship Initiative (CAI) grant from the California Community College Chancellor's Office (CCCCO). This grant funded the creation and implementation of the BPAP in April 1, 2022, and is funded through June 30, 2025. The grant-funded bus operator pre-apprenticeship program in the Bay Area targets the recruitment of 100 pre-apprentices by the summer of 2025.

Key highlights of the grant award include:

- The collaborative creation of the BPAP in partnership with the MCCCD apprenticeship program, District, and Amalgamated Transit Union Local 1575.
- A new pipeline of well-prepared applicants to address the significant workforce shortage in the regional transportation sector. Additional support for California's ongoing efforts to develop an educated and skilled workforce promoting economic recovery and equity in the wake of the COVID-19 pandemic.
- A commitment to building sustainable employment in the local community focused in Marin and Sonoma Counties.
- New opportunities for sustainable, living-wage employment in the Bay Area.
- A meaningful career pathway for residents from low-income and minority communities.

Memorandum of Understanding

District and SRJC staff have successfully negotiated a Memorandum of Understanding (MOU) to clearly define and establish each party's duties and responsibilities concerning the BPAP. This MOU outlines the collaborative framework and operational guidelines for the program, ensuring a structured and mutually beneficial partnership. The proposed term of the MOU is expected to

extend through June 30, 2025, providing a commitment to the program's success and stability. Additionally, staff have actively engaged with the ATU Local 1575 throughout this process. Regular meetings and discussions have been held to ensure their input and concerns are addressed. This collaborative approach underscores the collective commitment to enhancing workforce development and ensuring the BPAP's effective implementation.

Fiscal Impact

There is no fiscal impact due to the CAI Grant funds being appropriated to SRJC to manage the program.

- Attachments: A - PowerPoint Presentation on the Golden Gate Bus Coach Operator Pre-Apprenticeship Program.
B - MOU Agreement between the Santa Rosa Junior College and the Golden Gate Bridge Highway and Transportation District

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**SONOMA-MARIN
BUS OPERATOR
PRE-APPRENTICESHIP
PROGRAM**



Rules, Policy and Industrial Relations Committee
July 26, 2024

PROGRAM BACKGROUND



Santa Rosa Junior College's Sonoma-Marín Bus Operator Pre-Apprenticeship Program (PA) will provide a pathway to family-sustaining career opportunities to residents in Sonoma and Marin Counties.

1st PA program linked to an apprenticeship program
CA transit industry



70-80% fulfillment of workforce needs for GGT

Industry-specific vocabulary, workplace soft skills, and writing are among the critical skill needs that have been developed for classes

Pre-apprenticeship Program with Santa Rosa Junior College

- **Outreach Specialist** to leverage strong communities ties & actively advocate/recruit for GGT Bus Operator positions, especially in Priority Populations.
 - Also serves as **personal support for students/pre-apprentices**
 - Coordinates closely with GGT staff & ATU on student performance and/or if 1:1 support needed from Mentors, GGT Staff, etc.
- 12-week program offered by SRJC's Adult Education Department (includes Practicum & Shadow Days)
 - Virtual classes: workplace soft skills, customer service, communication, collaboration, self-advocacy, basic computer skills; bilingual offerings support ESL students
 - **Practicum will incorporate application and interview process.**
 - Two onsite Shadow Days at GGT - contextualize classroom learning, provide work environment exposure
 - **Mentors & ATU Leadership help shape & deliver curriculum**
- Seamless connection to full-time employment & the Bus Coach Operator Apprenticeship Program with College of Marin
- **Signing bonus (\$1,000 upon completion or pre-apprenticeship)**



Data Collection on “Front Door” Challenges

- Approximately 67% of applicants didn't/ couldn't submit a completed application.
 - Asian/Native Hawaiian/Pacific Islanders (AAPI) struggled the most. Hispanic applicants a close second.
- Of the 33% of applicants with complete applications, 40% of them failed the written skills test required for gauging business skills.
 - AAPI and Hispanic applicants appeared to struggle the most.
- At this point, of the total, original applicants (including complete & incomplete applications), only 20% of them proceeded to the interview phase.
- Approximately 16% of the total, original applicants were ultimately offered employment as Bus Operators.
- Majority of applicants live in Priority Populations (PPs) /Disadvantaged Communities, many of which live 1-2.5 hours away from GGT facilities. *Could benefit from more focused recruiting in local PPs closer to work.*

Mitigating Employment Barriers & Commitment to Equity

Addressing employment barriers:

- **Completion of application process** as graduation requirement - part of SRJC program (Practicum)
- GGT **written skills test waived** with completion of program – SRJC courses & GGT Shadow Days should ensure candidates are prepared to enter the training/apprenticeship program
- **Interview process folded into 2nd Shadow Day**

GGT Commitment to Racial Equity/Justice & Inclusion:

- Focused recruiting in Priority Populations
- Pathway to union-represented employment, career stability, and family-sustaining benefits through investments & support from local colleges, Union, GGT (employer), local colleges, and Mentors
- Building skills & creating educational opportunities for those from disadvantaged/underserved communities
- Bilingual instruction to create a more inclusive learning environment



Reevaluate & Revise Minimum Qualifications

Reevaluated Bus Operator position minimum qualifications, also influenced by our commitment to racial equity/justice. Changed requirements related to:

- **High school diploma waived** for pre-apprentices upon completion of program: SRJC will offer an alternative test for reading and writing competencies.
- Driving Experience: Must be a **licensed driver for at least three (3) years** upon completion of the pre-apprenticeship program. **Minimum Age (in this case) = 19 years.** (Regular standard is 7 years as licensed driver.)
- Moving violations: **Applicants with more than two (2) moving violations within the last three (3) years will be reviewed on a case by case basis and such violations may be cause for non-selection.** (Prior standard: No more than two (2) moving violations within the last three (3) years. No exceptions.)
- **Other violations, citations, and/or accidents will be reviewed on a case by case basis and may be cause for non-selection.**

PROGRAM REQUIRED COURSES

- **ADLTED 766.2: Lifelong Learning & Professionalism**
Develop life-long skills, problem-solving skills, and professionalism for success in the workplace.
- **ADLTED 766.3: Communication & Customer Service**
Focus on communication, customer service, and non-conflict resolution for success in the workplace. [No Title]
- **ADLTED 766.5: Transition to Careers - Practicum**
Understanding of recruiting, onboarding, training, and management practices of the industry and public employers; workflow; and professional expectations.



Wraparound Support Programs

• Partnership with Canal Alliance of San Rafael, CA

- 2-years of wraparound services provided to clients upon completion of COM Apprenticeship Program: ESL, career support, transportation, rental assistance, etc.
- Feedback loops/ collaboration channel to support employee success ONLY with employee consent.
- Canal Alliance helps GGT staff better understand and respond to employee needs with empathy
- Will check-in with Bus Operators/ clients on job performance, attendance, etc.



• Bus Operator Mentor Program

- Collaboration channel between Canal Alliance Client
- 1:1 meetings and ride-a-longs between Mentor & Mentees to create forums for career feedback and advice
- 6th course in Apprenticeship Program provides group forum for Mentors & Apprentices for problem-solving & learning

[No Title]



Contact Information

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Memorandum of Understanding (MOU)
between
Santa Rosa Junior College and
Golden Gate Bridge, Highway & Transportation District

This Memorandum of Understanding (MOU) is entered by and between Santa Rosa Junior College (SRJC) and Golden Gate Bridge, Highway & Transportation District (GGBHTD) through its Golden Gate Transit Division (GGT) (collectively, the Parties) as of April 1, 2022 (Effective Date).

Background:

Santa Rosa Junior College's Adult Education Programs, GGBHTD through its Golden Gate Transit Division (GGT), and the Amalgamated Transit Union (ATU) Local 1575 received \$500,000 through the California Community College Chancellor's Office (CCCCO) California Apprenticeship Initiative (CAI) Pre-Apprenticeship and Apprenticeship Grant Program. The funds will create an innovative, new Sonoma-Marín Bus Operator Pre-Apprenticeship Program (PA Program). This pre-apprenticeship program, and the linked Apprenticeship collaboration between College of Marin (CoM) and GGBHTD, will support the State of California's ongoing efforts to meet the need for an educated and skilled workforce and to promote economic recovery and equity in light of the COVID-19 pandemic. Focused in Marin and Sonoma Counties, the PA Program will provide family-sustaining wages and meaningful career pathways for residents from low-income and minority communities, while creating a pipeline of prepared applicants to meet the significant workforce shortage in the regional transportation sector.

GGBHTD's goal is to hire at least 100 new bus operators by the Summer of 2025. SRJC, in partnership with GGBHTD, and ATU seek to meet this goal through a combination of innovative and comprehensive recruitment efforts, community partnerships, and a newly-registered California Division of Apprenticeship Standards (DAS) pre-apprenticeship program at SRJC. This MOU between SRJC and GGBHTD sets forth the terms of the Parties' agreement to develop, register and deliver the new PA Program.

In consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Grant Agreement and Scope of Services.** The Parties agree to comply with and fully perform all duties, obligations, activities, terms, and conditions applicable to SRJC and GGBHTD as set forth in the Grant Agreement, attached to this MOU as Appendix A. The Parties further agree to comply with and perform all activities related to the Grant Agreement and this MOU in compliance with all applicable federal, state, and local laws.
- 2. SRJC Duties.** SRJC will:
 - a. Communicate with local workforce agencies, community-based organizations, local high schools, and adult education programs regarding career training opportunities at SRJC.
 - b. Create and proliferate marketing materials to promote the PA Program.
 - c. Offer PA Program student applicants information, orientation and enrollment support.
 - d. Communicate the PA Program training opportunity to students and faculty.
 - e. Determine eligibility for PA Program in consultation with GGBHTD's hiring standards.
 - f. Create course curriculum, in consultation with GGBHTD and ATU 1575, for pre-

- professional skills in preparation of GGBHTD's bus operator training program.
- g. Three courses are completed within a semester (16 weeks) for a total of 56 hours of online and in-person training.
- h. Comply with all grant requirements and support grant management (by supplying attendance records, apprenticeship hours, and outcoming reporting for submission in NOVA), project oversight, and coordination.
- i. Meet regularly as an SRJC grant team to discuss strengths, weaknesses, opportunities, and threats to the success of pre-apprentices and the PA Program.
- j. Collect, review, and evaluate data, to ensure an ongoing, programmatic review cycle that includes a design, implement, evaluate, and refine process over the life of the project.
- k. Communicate regularly with GGBHTD about student and program progress.

3. GGBHTD Duties. GGBHTD will:

- a. Create and lead three 8-hour shadow day classes on-site at GGBHTD in partnership with SRJC.
- b. Participate in online classes as mentors, supervisors, and content area experts.
- c. Provide the linked Apprenticeship program in collaboration with CoM for pre-apprentices who successfully complete the PA Program at SRJC.
- d. Establish a process through which Bus Operator pre-apprentices will be given priority consideration for admission to the Apprenticeship program.
- e. Support outreach and recruitment to the PA Program by leveraging board membership, committee involvement, and working groups at the national, state, and local levels, including American Public Transportation Association (APTA), the California Transit Association (CTA), the Metropolitan Transportation Commission (MTC), Transportation Authority of Marin (TAM), and other key transit agencies.
- f. Explore the expansion of the pre-apprenticeship and apprenticeship programs and identify resources to ensure their success over time.
- g. Support regional collaboration, professional development, and expansion of the PA Program with SRJC.
- h. Provide full-time employment for qualified pre-apprentices accepted into the apprenticeship program in accordance with the MOU between the GGBHTD and the Amalgamated Transit Union (ATU) Local 1575 executed on March 10, 2021, with payment for apprentices at the following rates as may be updated in subsequent MOUs between GGBHTD and ATU Local 1575:
 - i. \$30.23 per hour, plus benefits –until graduation from the 11-week bus operator training program
 - ii. \$32.01 per hour, plus benefits –for the first six months of service after graduation
 - iii. \$33.79 per hour, plus benefits –for the second six months of service
 - iv. \$35.57 per hour, plus benefits –thereafter.
- i. Establish and implement effective support services for pre-apprentices to include the onboarding and orientation process, student interventions as needed, and connections to SRJC and/or GGBHTD employee/student resources.
- j. Gather data and conduct program performance reporting activities, as well as process design, implementation, evaluation and improvement efforts.
- k. Provide SRJC with data as requested by SRJC to meet routine grant reports and for other SRJC purposes. Meet regularly (at least quarterly) to support program and student success, identify existing gaps and areas of refinement, ensure regular and accurate records and submission of required paperwork in

accordance with SRJC deadlines and policies, and align project deadlines and milestones to ensure satisfactory progress on grant deliverables.

- l. Maintain program records, including invoices, program reports, training materials, and other hardcopy or electronic records pertaining to the PA Program for a minimum of three (3) years from February 28, 2025, which is the final date for the SRJC to submit its final expenditure and progress report to the CCCCCO. GGBHTD agrees to make these records available to SRJC upon reasonable request and during normal business hours in the event of an audit by the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s).
- m. To the extent that GGBHTD receives, generates, or maintains educational records related to any student or participant in the PA Program, GGBHTD agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent as such laws and regulations apply to SRJC, and shall limit access to only those employees or agents with a need to know.

4. Both Parties will:

- a. Design and deliver a program committed to increasing the participation of women and under-represented minorities with specific attention to minority groups disproportionately impacted by existing hiring and screening policies and practices.
- b. Utilize the Pre-Apprenticeship Advisory Panel, the leadership committee steering the grant-funded program, to support program delivery, refinement, and sustainability.
 - i. Set schedule and location of Advisory Panel meeting(s) that will consist of regional project leads to support project management, coordination, data collection, and cross-system support.
 - ii. Convene quarterly to ensure a fully integrated, comprehensive approach to meeting the demand for bus operators across the region.
- c. Regularly disseminate programmatic data and outcomes, and disseminate best practices and lessons learned, through existing, well-established and attended forums, professional organizations, and gatherings.

5. Both parties understand and agree to the following:

- a. Students participating in the PA Program will be required to sign a release permitting SRJC to release a report on student progress twice per semester on academic and disciplinary matters and investigations between GGBHTD and SRJC without violating FERPA or other federal and state requirements.
- b. Offered course(s) are not open for general enrollment to the public and are by application only to SRJC.
- c. Students must have WIFI access and a computer to submit assignments for PA Program courses. SRJC Adult Ed Program offers a laptop/hotspot lending program for students enrolled in any of the Adult Ed classes; including the PA Program.
- d. Abide by current COVID-19 policies for all PA Program activities while participating in classes or on-site at SRJC or GGBHTD.
- e. Students must comply with SRJC's Board Policies, Administrative Procedures, and all other SRJC requirements including its code of conduct. Students may be disciplined and/or removed from PA Program classes pursuant to SRJC policies and procedures.

6. Control of Employees

- a. GGBHTD instructors that participate in the on-site shadow days (ADLTED 766.5) or as guest speakers (ADLTED 766.2 & 766.3) will be GGBHTD employees and will be compensated by GGBHTD for their service as instructors. GGBHTD has the right to control and direct GGBHTD instructors' activities during the time they are serving SRJC in that such service for SRJC is part of GGBHTD's instructors' work for GGBHTD. Notwithstanding the foregoing and solely to the extent required to comply with California Code of Regulations, Title 5, sections 58051, 58058, and related sections for purposes of this MOU, SRJC will have the primary right to control and direct GGAP instructors' activities during the time they are serving SRJC.
- b. Likewise, SRJC instructors will be SRJC employees and will be compensated by SRJC for their service as instructors. SRJC has the right to control and direct SRJC instructors' activities during the time they are serving GGBHTD in that such service for GGBHTD is part of SRJC's instructors' work for SRJC. SRJC retains the right to discipline and terminate its employees including those serving as instructors.

7. Confidentiality of Student Files

SRJC and GGBHTD will maintain the confidentiality and security of all student files. No information will be divulged to any outside party without the express written permission from participating students and only as necessary for purposes of performance or evaluation, to persons having authorized responsibility under the program partnership and to the extent necessary for proper administration by SRJC and/or GGBHTD.

8. Term

This MOU shall be in effect from April 1, 2022 through June 30, 2025

9. Termination

This MOU may be terminated as follows:

- a. By mutual agreement of the parties, or
- b. By either party upon thirty (30) days written notice to the other party.

10. Insurance. At all times this MOU is in effect each party shall maintain occurrence-based general liability coverage with limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, combined single limit. At the commencement of this MOU and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured.

11. Notices

Notice shall be considered delivered and effective when (i) personally delivered; (ii) three (3) days after posting when sent by certified or registered US Mail or by registered private carrier with confirmed receipt (e.g. DHL, Federal Express, etc.); or (iii) if sent via email, when delivery is confirmed in writing by the recipient. Notice shall be sent to the parties at the addresses set forth below or at such other address as shall be given by either party to the other in writing.

Notices shall be given to GGBHTD at the following address:

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT,
through its Golden Gate Transit Division
Golden Gate Bridge, Highway and Transportation District
1011 Andersen Drive
San Rafael, CA 94901

Notices shall be given to SRJC at the following address:

Kate Jolley
Vice President, Finance and Administrative Services
Santa Rosa Junior College / Sonoma County Junior College District
1501 Mendocino Avenue
Santa Rosa, CA 95401
kjolley@santarosa.edu

12. Indemnification

GGBHTD shall defend, indemnify and hold the SRJC, its governing board, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GGBHTD, its officers, agents, or employees.

SRJC shall defend, indemnify and hold GGBHTD, as well as its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRJC, its officers, agents, or employees.

Neither Party shall be liable for the negligent acts or omissions of the other.

13. Non-Discrimination

All parties agree, in accordance with GGBHTD and SRJC policy and applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, gender, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, or because an individual is perceived to have one or more of the foregoing characteristics, or because of an individual's association with a person or group with one or more of these actual or perceived characteristics. The parties will cooperate with each other to comply with applicable laws related to investigations of allegations of discrimination, harassment, and retaliation.

14. Modification

This MOU may be modified or amended only by mutual agreement of the Parties. Such modifications, amendments, or deletions must be in writing and signed by both Parties.

15. Dispute Resolution

Should any disagreement between the parties arise out of this MOU, the Parties, through their designees, shall meet and attempt to resolve the disagreement before commencing legal action. The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation.

16. Miscellaneous

- a. This MOU is made solely for the benefit of the parties hereto and is not intended to create third party beneficiaries.
- b. Neither party may assign its obligations or rights under this MOU without the prior written permission of the other party.
- c. This MOU contains the entire understanding and agreement by, between, and among the Parties. This MOU supersedes all other arrangements, statements, or promises between the Parties. No other promises have been made by any party as an inducement to execute this MOU. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the Parties.
- d. If any provision of this MOU is held invalid or unenforceable by a court of competent jurisdiction, the remaining parts, terms, or provisions shall not be affected thereby and shall continue in full force and effect.
- e. This MOU shall be construed and interpreted in accordance with the laws of the State of California.
- f. The terms of this MOU shall not be construed as having been drafted by one party or the other. Rather, this MOU is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.
- g. Each individual executing this MOU, or its counterpart, on behalf of the respective party thereto, warrants that he/she/they is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she/they represents.
- h. This MOU may be executed as one or more counterparts, and each such counterpart shall be deemed an original, but all of which together shall constitute the same instrument. A photocopy or facsimile transmission of the MOU, including signatures, shall be deemed to constitute evidence of the MOU having been executed.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU by their duly authorized officers as of the Effective Date.

Golden Gate Bridge, Highway & Transportation District

Santa Rosa Junior College

Signature

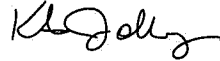
Les Belton

By:

Deputy General Manager

Title

Date



Signature

Kate Jolley

By

Vice President of Finance and Administrative Services

Title

05/31/2024

Date

ATTEST:

By: _____

Amorette M. Ko-Wong

Title: Secretary of GGBHTD

APPROVED AS TO FORM:

By: _____

Attorney for GGBHTD

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