

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between:

RED HOOK CENTRAL SCHOOL DISTRICT,

PERB CASE NO.
M2009-079

-And-

RED HOOK FACULTY ASSOCIATION

Before: Dennis J. Campagna, Esq. – Fact Finder

APPEARANCES

A. For the Red Hook Central School District:

Jeffrey D. Honeywell, Esq. – Girvin & Ferlazzo, P.C.
Ryan P. Mullahy, Esq. – Girvin & Ferlazzo, P.C.

B. For the Red Hook Faculty Association:

C. Frederick Ott – Labor Relations Specialist - NYSUT

BACKGROUND

A. The Parties to This Impasse

The Red Hook Central School District (“District”) and the Red Hook Faculty Association (“Association”) are parties to a Collective Bargaining Agreement with effective dates July 1, 2005 through June 30, 2009. (“CBA” or “Contract”).

The District is located in the northwest corner of Dutchess County. It is bordered by the Hudson River on the west, Germantown Central School District in Columbia County on the north, and contiguous school districts in Dutchess County of Pine Plains to the east and Rhinebeck to the south. The District is a political subdivision of the State of New York, primarily encompassing the small communities of Red Hook, Tivoli, and Milan, in the north/central region of Dutchess

County, as well as the communities of Claremont and Livingston in the extreme southern region of Columbia County.

The District operates three buildings: a high school, middle school, and an elementary school with a total enrollment of 2,163 students in K-12 for the 2010-2011 school year.

The Red Hook Faculty Association (“Association”) is the exclusive bargaining representative of approximately one hundred ninety-five (195) full-time and part-time teachers, guidance counselors, librarians, school psychologists, speech therapists, and registered professional nurses.

B. Pre-Impasse Negotiation History

As noted above, the most recent CBA between the parties covered the four-year period from July 1, 2005 to June 30, 2009. Negotiations for a successor agreement commenced with an exchange of proposals on April 21, 2009. Following their exchange of proposals, negotiation sessions were held on May 12, 2009, May 29, 2009 and June 9, 2009 when the parties mutually declared impasse. Mediation sessions were thereafter held with a PERB-appointed mediator on September 30, 2009, December 3, 2009, and February 10, 2010. The Association bargaining team also met with the full Board of Education on December 15, 2009 without either the Board’s or Association’s negotiator present. Mediation efforts proved to be unsuccessful. As a result, on March 31, 2010 the impasse moved to fact-finding with a joint request that PERB appoint the undersigned to serve as their Fact Finder. The Undersigned was thereafter appointed by PERB on April 9, 2010.

By request of the parties, the fact finder continued mediation efforts aimed at resolving the impasse without the need for a formal fact-finding report. Such mediation efforts took place on June 9, 2010, August 12, 2010, and September 7, 2010. On October 8, 2010, this fact finder advised the advocates that since mediation efforts were unsuccessful, the impasse was moving to fact-finding. December 3, 2010 was established as the date for submissions by the parties.¹

¹ One last but unsuccessful attempt was made at mediation on December 7, 2010.

C. The Issues

By agreement of the parties, the following issues remain unresolved and thus subject to this Fact-Finding report:

1. Length of Contract
2. Salaries and Salary related items
3. District contribution to the Association's Welfare Trust Fund
4. Health Insurance
 - a. Active Employee Contributions
 - b. District Contribution for retired employees

D. Position of the Parties on the Open Issues

1. **Length of Contract**

Each party to this impasse urges that the Fact Finder recommend a multiple year agreement in the nature of three to four years in duration. While, as discussed below, any recommendation for a multiple year agreement must take into consideration an uncertain economic climate, particularly in New York State, there is no doubt that a multiple year agreement would best serve the parties' interest in mending their relations.

2. **Salaries & Salary Related Items**

i. Salary Schedule Increases

The **District's** last definitive proposal regarding compensation and its related issues can be summarized as follows: in regards to salary, the District offered the Association a one percent (1 %) increase to salaries for the second (2010-11), third (2011-12), fourth (2012-13), and fifth (2013-14) years of any successor agreement plus the value of the increment that equates to 2% each year.

With respect to the issue of retroactivity for the first year of any new agreement (2009-10), the District was adamant in its position that there should be no retroactive increase for this year. The District reasons as follows:

The District was clear and consistent in its communications with the Association regarding retroactivity. The District explained that too many times in the past the Association has allowed negotiations to languish, all the while unconcerned with the passage of time because it fully expected to receive retroactive salary raises, while any savings generated by changes in health insurance are phased in prospectively. This result is not only unfair to the District and its taxpayers, it is also repugnant to the negotiation process. The District will no longer condone this type of behavior from the Association.

(District Brief at page 8)

In addition to the foregoing schedule increases proposed by the District, the District proposed increasing the value of stipends contained in Schedules “D” & “E” (Extra and Co-curricular Activities) by 1% per year for each year, beginning with the contract year the new agreement, with no retroactive increases applied for any contract year prior to ratification.

The **Association** proposes schedule increases totaling 3.0 percent per year for each year of the new agreement on all salary rates, in addition to the incremental costs noted above. Of this 3%, 2.5 % would be applied to all salary rates. Contrary to the District’s proposal, the Association proposes that its increases be fully retroactive to July 1, 2009.

Given the foregoing, the total proposed increases by the parties (including incremental increases) are as follows:

YEAR	INCREMENTAL VALUE	ASSOCIATION PROPOSAL (2.5% + Increment)	DISTRICT PROPOSAL (1% + Increment)	Difference
2009-10	2.08%	4.58%	2.08%	2.5%
2010-11	2.08%	4.58%	3.08%	1.5%
2011-12	1.95%	4.45%	2.95%	1.5%
2012-13	2.02%	4.52%	3.02%	1.5%

In addition to the foregoing proposed schedule increases, the Association proposes that the Extra and Co-curricular schedules be increased by the same percentage as the salary schedule (minus increment costs). Therefore, the Association proposes increasing these schedules by 2.5% per year, for each year of the new agreement.

ii. Longevity Increases

The **District proposes** that the “particularly rich longevities provided to Association members as set forth in *Schedule "A "*, *Section "9"* of the parties' Agreement remain unchanged during the term of the successor agreement.”

Of its total proposed 3% increase, the **Association proposes** taking 0.5% of that increase and applying monies generated toward Step 16 of the Longevity Schedule (currently \$1750). Accordingly, the Association’s proposal would increase Step 16 by approximately \$1000 per year for each year of this new agreement.

iii. Welfare Trust Increases

The **District proposes** that the current contributed amount of \$1,150 per teacher per year remain unchanged for the duration of this agreement.

The **Association proposes** a \$100 per year District contribution increase toward its Welfare Trust fund for each year of the new agreement.

3. Health Insurance Contributions By Unit Members

The District proposes raising the employee contribution toward Health Insurance from its current amount of 9% to 15%. The District has expressed its willingness to phase the 6% increase in employee contributions over the term of the new agreement.

The **Association** has indicated its willingness to increase its contribution to 10% and no more.

DISCUSSION & RECOMMENDATIONS

A. Overview of New York State's Current Economic Climate

Based on the latest analysis available from the N.Y.S. Education Department, financial support for public schools came from three sources: the federal government (approximately 5%), State formula aids and grants (approximately 45%), and revenues raised locally (approximately 50%). Accordingly, this Fact-Finding analysis will focus on those revenues provided by the State and Local resources.

New York State aid for public schools comes primarily from the State General Fund (approximately 68%) wherein the major revenue source is State taxes (e.g. income and sales). Of the balance, approximately 20%, comes from STAR and 12% comes from a Special Revenue Fund account supported by lottery receipts. In contrast, the major source of local revenues for education are the tax levied on residential and commercial properties within the boundaries of each school district (approximately 90%), and non-property tax revenues.² As the following discussion demonstrates, history has taught us that aid to school districts is directly dependent on the State's economic climate.

New York State's capacity to fund education has fluctuated over the years depending on State and/or national economic prosperity. In the latter 1970's, New York provided relatively modest aid increases to schools caused in part by the economic adjustment to higher energy costs and inflation. As energy costs declined and economic activity within the State and nation rebounded, the State moved to incorporate new initiatives and continue support for excellence in education. Between 1983-84 and 1988-89, the State's economic climate was improving. This resulted in generous increases in State revenue, about 10.7 percent annually. As a result, the State revenue portion of Total General and Special Aid Fund Expenditures rose to 44.2 percent for 1988-89. Later, as a direct result of a restructuring of the New York State Teachers' Retirement System (TRS) payments, this percentage declined to 41.6 percent for 1989-90. Even with a \$257 million

² For the State's five largest cities, commonly referred to as the Big Five (NYC, Rochester, Buffalo, Yonkers and Syracuse), constitutional tax limits require that education revenues come from the total municipal budget as opposed to taxes levied by the school system.

giveback by local districts (1990-91 State Aid to school districts was initially reduced \$67 million due to restructuring of TRS and Employees' Retirement System payments and further reduced \$190 million due to the December 1990 Deficit Reduction Assessment), the 1990-91 percentage rose to 42.9 percent.

The school aid situation changed dramatically in 2009-10 with a downturn in the economy. As a result, 2009-10 foundation aid was held to 2008-09 amounts and deficit reduction assessments of \$1,489 million were deducted from aid allocations. This continued, with 2010-11 foundation aid held to 2008-09 amounts and a gap elimination adjustment (GEA) of \$2,138 million further reducing the State's share of expenditures. As a direct result of federal passage of the American Recovery and Reinvestment Act (ARRA) in 2009, New York State will receive \$3 billion over two years to help stabilize State and local budgets and ameliorate reductions in education. For 2009-10, the \$1,489 million reduction in State funding was entirely offset with ARRA state fiscal stabilization funds. For 2010-11, the GEA reductions were partially restored through the remaining ARRA funds of \$726 million and a new federal Education Jobs Program (passed in August, 2010) provided another \$607.6 million.

At the time this Fact-Finding Report is written, New York State is continuing to experience a financial crisis with a current deficit of approximately \$8.2 billion, estimated by economists to increase to approximately \$37 billion over the next five year period. As a direct result of this fiscal crisis, only days after the New Year's Eve layoff of more than 900 State workers, newly elected Governor Andrew Cuomo is seeking a one-year salary freeze for all State workers. In addition, Governor Cuomo has made it clear that in order to close the State's budget gap, there will be a dramatic decrease in the State's contribution to Education as well as a proposed property tax cap. The impact of either proposal, particularly the latter, will have a devastating impact on community school districts like Red Hook, that depends on much of its revenue from local taxes.

B. Overview of Red Hook’s Economic Climate

As the following demonstrates, the District’s current financial situation is healthy and as a result, they compare favorably as compared to their neighboring (non-City) Dutchess County School Districts:

DISTRICT	OPERATING SURPLUS/ DEFICIT		UNRESERVED FUND BALANCE/ TOTAL EXPENDITURE	
	2007-2008	2008-2009	2007-2008	2008-2009
BEACON	5.1	4.1	10.6	10.2
DOVER	0.4	5.1	5.5	5.9
HYDE PARK	5.9	3.5	10.9	11.1
PAWLING	2.5	3.1	3.1	5.6
PINE PLAINS	2.1	4.8	9.7	11.0
ARLINGTON	1.3	3.9	2.5	4.3
SPACKENKILL	2.6	6.2	7.8	6.7
RED HOOK	2.0	2.7	8.0	9.1
RHINEBECK	2.2	-1.0	7.4	6.2
WAPPINGERS	-1.7	0.6	1.2	1.5
MILLBROOK	2.8	0.6	6.5	6.4

Source: New York State Education Department School District Financial Reports

DISTRICT	OPERATING SURPLUS/DEFICIT 2008-09	UNRESERVED FUND BALANCE/TOTAL EXPENDITURE 2008-09	PWR³	APWR
Red Hook	2.7%	9.1%	1.054	0.672
Pine Plains	4.8%	11.0%	1.769	1.34
Rhinebeck	[1.0%]	6.2%	2.106	1.948
Hyde Park	3.5%	11.1%	0.968	0.787
Millbrook	0.6%	6.4%	2.258	1.311
Arlington	3.9%	4.3%	0.985	0.812
Dover	5.1%	5.9%	0.938	0.755

Source: New York State Education Department School District Financial Reports

³ PWR – is a measure of the District’s property wealth per pupil as compared to the statewide average property wealth of other school Districts.

The District appropriates a large portion of its unreserved fund balance each year in order not to exceed the 4% maximum for the unappropriated, unreserved funds. This results in a large annual operating surplus. The unreserved fund balance grew from \$2,337,541 at the end of the 2006-07 fiscal year to \$3,752,726 at the end of the 2008-09 fiscal year. The District estimated a \$2 million budget surplus at the end of the 2009-10 fiscal year with anticipation of a \$4.3 million unreserved fund balance. The 2010-11 proposed district budget included a \$1.8 million appropriation of the unreserved fund balance and \$1.65 million as unreserved, unappropriated fund balance.⁴

While the District’s health is currently very positive, the forecast is not at all rosy in that the State’s economic climate has already had a direct effect on the District’s tax rate as reflected by the following chart:

FULL VALUE TAX RATE AND PERCENTAGE INCREASE

FISCAL YEAR	TAX RATE/\$1000	PERCENTAGE INCREASE
2007	14.03	2.17
2008	15.13	7.84
2009	15.99	5.69
2010	17.82	11.43

In addition to the dramatic increase in the District’s tax rate, it should also be noted that the 2010-2011 enacted District budget consists of a State contribution of \$14,792,465 which includes \$468,593 in monies provided through the Federal Jobs Bill passed by Congress in late Summer, 2010. While helpful, these funds have limited statutorily prescribed applications which must be expended no later than next (2011-12) fiscal year. In anticipation of the short fall of State aid expected, the District has elected to apply these funds to its next year’s (2011-12) budget. Accordingly, these monies cannot be considered available for this (2010-11) fiscal year.

⁴ In addition to these figures, the District has witnessed “Breakage” amounts in the amount of \$398,244 (2.7%) for 2009-10 and \$355,774 (2.4%) for 2011-12.

In conclusion, the economic conditions of the community cited by the District are real enough, but they are much the same as those faced by other districts in Dutchess (as well as neighboring) County. So too are the State aid and tax-base concerns noted by the District. These are legitimate concerns that argue against recommending the economic increases sought by Red Hook teachers, but they do not as persuasively argue for the necessity of reversing the gains made by the Association in the last contract. As a result, controlling the increase in personnel costs for the next school years beginning July 1, 2010 would seem rational and prudent. Accordingly, I believe that an agreement that moderates these expenditures can be achieved. The representatives of the parties, however, understand and acknowledge that there must be a balancing of interests and that each side has a constituency that by a majority must support any agreement reached at the bargaining table. That is, each party must find any proposed agreement sufficient enough to ratify.

C. Background Facts/Data Impacting on This Report and Recommendation

i. The Recent Settlement with the Red Hook Administrators Association

On September 30, 2010, the District and the Red Hook Administrators Association executed a Memorandum of Agreement setting forth the terms and conditions for a two year contract covering the years 2010-11 and 2011-12. This new agreement provides salary increases averaging \$4,571 (3.93%) for the 2010-11 school year and \$4,500 (3.72%) for the 2011-12 school year. In addition, the parties agreed to keep the health insurance premium contribution rate for administrators at 10%.⁵

⁵ The memorandum also included a provision to establish an IRC Section 125 plan in an amount equal to \$1500 per member. The continuation of this benefit is contingent however on approximately 37% of the Unit Members accepting a health insurance buy-out. If this percentage is not maintained, the District reserves the right to discontinue the benefit for the following year.

ii. Unit Payroll and 1% Value

The regular salaries for 194.1 FTEs for 2008-09 amounted to \$14,507,960. The average bargaining unit member's salary for that same year was \$76,198 and the average regular salary (not including add-ons such as extra and/or co-curricular payments) amounted to \$74,775.

1% of the Unit Payroll thus equates to \$147,900.

D. Recommendations

Before making my recommendations, I would like to discuss the District's argument regarding the cost of increments as well as the Association's argument about the use of "breakage" monies.

It is true as the District urges that the salary schedule in Red Hook, along with the demographics of its teachers, produces an incremental cost that is high. It is also true, however, that money paid out in the form of increments represents as much a cost to the District as money paid out through increases in the salary schedule. But if increments are to be counted as part of the salary settlement, as they should be, it is also appropriate to consider savings that accrue as a result of the turnover in staff. In other words, just as the cost of filling a position goes up when the incumbent receives an increment, so does the cost of filling the position go *down* when the incumbent is replaced by someone with a lower salary. If it is appropriate to count additional cost if nothing is done to the salary schedule (increments), it is equally appropriate to count *savings* that also occur when nothing is done to the salary schedule (turnover). To be sure, savings from turnover happen over time and are unpredictable, but in a bargaining unit of nearly 200, it is a certainty that there will be some such savings over a four-year contract. Thus what the District characterizes as its anticipated cost of a new agreement must be tempered by savings realized as a result of staffing turnover, although we cannot yet say for sure what the real cost will be in future years of this agreement.

1. Recommended Contract Duration

Given the foregoing, I **RECOMMEND** a four-year agreement beginning July 1, 2009 and ending on June 30, 2013.

2. Recommendation on Health Insurance Contributions by Unit Members

There is no doubt that health insurance has come to constitute a very significant component of the pay package for employees generally and teachers in particular. It is equally clear that, broadly speaking, financial pressures on employers generally have resulted in a substantial cost-shifting to employees, although public employees have been shielded more than others, particularly in the private sector, from that shifting. For our purposes however, the relevant benchmark is coverage for teachers in the Dutchess County area, as that metric reflects the market in which this bargaining unit operates. Put another way, if the question is how much bargaining unit members should pay toward their health insurance, then it is proper to ask in turn why Red Hook teachers should pay more -or indeed less -than other teachers in the Dutchess County area, whose payments have been deemed "appropriate" through collective bargaining in multiple venues.

The District's and the Association's Fact-Finding brief includes comparative data on health insurance coverage. These data indicate that, at 9 percent, Red Hook teachers are at the low end of the spectrum in terms of their contributions. However, my recommendation on any increase in this contribution rate must take into consideration that the Red Hook Administrators Association, who recently settled, and whose bargaining unit members make significantly more than Red Hook teachers in general, locked in a two-year agreement that capped their contribution rates at 10% through June 30, 2012.

These data, along with the weighty impact of premium increases that show little sign of abating, persuade me that a modest increase in the teacher's contribution to health-insurance coverage is reasonable. It is rationally correct as the market is clearly moving in the direction of expecting employees to shoulder a greater share of this ever-more burdensome cost to employers.

Based on the foregoing, I **RECOMMEND**, accordingly, that the teacher's share of the health-insurance premium be moved up over the term of the Agreement, as follows:

- to 10% percent effective January 1, 2010; and
- to 12% effective January 1, 2013.

I respectfully **RECOMMEND** no increase to the current amounts contributed by the District toward Retiree Health Insurance premiums.

3. Recommendation on Salary & Salary Related Items

Before making my recommendations for the Salary Related items at issue, in addition to the discussion relative to the economics associated with any increase, there are three items that must be considered.

First, while the District has positioned itself on no retroactive increases based on what it considers bad faith on the part of the Association in current as well as past negotiations, I must strongly and respectfully disagree. In my dealings with both sides, while I have witnessed “hard bargaining”, I cannot conclude that either side has engaged in what might be remotely considered as bad faith bargaining. This conclusion is supported by the fact that there have been no Improper Practice Charges filed with PERB that allege, much less conclude, bad faith bargaining on behalf of either party to these negotiations. Moreover, if the District remotely hopes to improve labor relations with its teachers, this approach is counterproductive.

Second, a review of recent Fact-Finding Reports and Recommendations from Erie to Westchester Counties reveals that Fact Finders have and are making modest recommendations in wage increases reflective of the state of the economy in New York State. The Recommendations below are consistent with these recommendations and also reflective of this Fact Finder’s appreciation of the current economic climate in New York. Accordingly, while this Fact Finder believes that Association members deserve more, regretfully, the economic climate that currently

exists in New York State does not permit the recommendation of any additional monies at this time.

Finally, the District, I am certain, is proud of the accomplishments of its teaching staff. In this regard, a fairly recent article in Newsweek Magazine regularly ranks Red Hook High School as one of the best high schools in the U.S. The June 13, 2010 issue ranks Red Hook High School in the top 2% of U.S. schools - number 358 in the nation. In addition to this laudable achievement, Mill Road Elementary and Linden Avenue Middle Schools have consistently ranked at or near the top of Dutchess County in reading, math, and science scores as reported by New York State Education Department. I am hopeful that the District will take these laudable achievements into consideration when making its decision relative to the Recommendations noted below.

Based on the foregoing, I **RECOMMEND** accordingly that the Salary and Salary related items be increased as follows:

a. Salary Schedule Increases

When comparing the salaries of Association members to those of other Dutchess County school districts, while Red Hook teachers are not at the top of the list, they fare very well. Accordingly, I find the following to be both reasonable as well as affordable and therefore **RECOMMEND** the following:

- i. For the 2009-10 fiscal year: a total increase of 3.93% (inclusive of increment) to be distributed as follows: 1.66% on the Salary Schedule and a \$500 increase in Step 16 amounts (which equates to approximately 0.25%). It is recommended that such percentages take effect on June 30, 2010 but that the \$500 increase on Step 16 takes effect on July 1, 2009.

- ii. For the 2010-11 fiscal year: a total increase of 3.83%⁶ (inclusive of increment) to be distributed as follows: 1.5% on the Salary Schedule and a second \$500 increase in Step 16 amounts. I recommend the \$500 increase to take effect July 1, 2010 and that the percentage applied to the salary schedule be distributed as follows:
- 1.0% effective July 1, 2010, and
 - 0.5% effective January 1, 2010
- iii. For the 2011-12 fiscal year: a total increase of 3.50% (inclusive of increment), with the remaining percentage (after backing out the value of the increment) to be applied to the Salary Schedule effective July 1, 2011.
- iv. For the 2012-13 fiscal year: an increase in the 2011-12 Salary Schedule as determined by the May 31, 2011 Cost Living Index (Consumer Price Index for all Urban Consumers, “CPI-U”, not to exceed 4.5% including incremental costs. I recommend that after subtracting out the value of the increment, that the resulting percentage be applied to the Salary Schedule effective July 1, 2012. Should the CPI-U figure be equal to or less than the percentage generated by incremental costs, salary increases for 2012-2013 shall consist of increment only. Any additional percentage over and above that associated with incremental costs shall be applied to the Salary Schedule.
- v. The credit hour payment of \$67.10 remains unchanged for the duration of the contract.
- b. Extra & Co-Curricular Schedule Increases: It is recommended that these schedules be increased by the same Salary Schedule increases together with the effective dates noted above:

⁶ This is somewhat higher than the Administrators received for 2011-12. Such amount is justified by the fact that unlike the Administrators who received the full retroactive benefit resulting from their first year increases, my recommendation applies a percentage to the Association’s Salary Schedule effective June 30, 2010 but does not give Unit Members the monetary benefit resulting from this increase until the second year of the agreement.

- i. 1.9% for 2009-10
- ii. 1.75% for 2010-11 (total amount applied effective 7/1/2010)
- iii. By the same percentage as applied to the salary schedule for 2011-12, and
- iv. By the CPI-U percentage noted above (minus incremental costs as a percentage).

It should also be noted that my recommendations are in line with other Fact Finders throughout the State from Erie to Westchester County whose recent recommendations are also reflective of the current state of the economy.

4. Welfare Trust Increases

The Welfare Trust Fund currently provides dental and vision benefits as well as a legal plan to members of the Bargaining Unit. In addition to the normal and customary escalation of insurance costs, a review of the briefs submitted by both parties reflects that the current contribution rate of \$1,150 is well below the median and average for those twelve Dutchess County Districts that contribute to Trust Fund plans of their own. In this regard, for 2009-10, the average contribution was \$1,362, and for 2010-121, \$1,398. Even with the Association's proposed increase of \$100 per contract year, the Association's bargaining unit members will continue to fall below the average. Accordingly, I **RECOMMEND** the following increases:

- 2009-10: Status Quo at \$1,150
- Beginning July 1, 2010 and for each year of the contact thereafter, a \$100 per unit member increase in the District's contribution rate, thus bringing the District's contribution rate to \$1250 effective July 1, 2010, \$1350 effective July 1, 2011 and \$1450 effective July 1, 2012.

CONCLUSION

In conclusion, the Fact Finder hopes that the above recommendations and discussion of the issues assist the parties in concluding their negotiations, and reaching an agreement, and I wish the parties well in consummating these protracted negotiations

**STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:**

On this 14th day of January, 2011, I, Dennis J. Campagna, Esq., affirm, pursuant to the New York State Civil Service Law § 209 and §209 (5)(k), that I have executed the foregoing as my FACT-FINDING RECOMMENDATIONS.

Dated: January 14, 2011

Dennis J. Campagna

Dennis J. Campagna, Esq.
Fact Finder