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STATE OF MICHIGAN
DEPARTMENT OF LABOR
BUREAU OF EMPLOYEE RELATIONS

In the Matter of the
Fact Finding Between:

BRIGHTON AREA SCHOOLS

-and-

MERC Case No. L95 E-4005

BRIGHTON EDUCATION
ASSOCIATION

Brighton Area Schools

FACT FINDER'S FINDING OF FACT AND RECOMMENDATIONS

APPEARANCES:

FOR BRIGHTON AREA SCHOOLS

Bruce Bigham, Consultant
Gary Hughes, Superintendent
James Craig, Assistant Superintendent/Finance
Don Thomas, Assistant Superintendent, Human Resources

FOR BRIGHTON EDUCATION ASSOCIATION:

Mark A. Jenkins, MEA Staff
Craig Hagen, BEA Unit Director
Ruth Beier, MEA Uniserv Research
Timothy Dobry, Chief Negotiator
Brad Gibson, BEA Vice President
Linda Lorenz, Teacher
Ronni Powers, Teacher
Jerry Clark, Librarian
Linda Phelps, Teacher
Linda Ziegler, Special Ed. Teacher
Diana Mason, Special Ed. Teacher
Tamara Milostan, Teacher
Susan Burt, MEA Intern

FF: George T. Roumell, Jr.

DUTCH UNCLE

The Fact Finder, in making recommendations pursuant to Public Act 176 of 1939, as amended, recognizes that his recommendations are not binding on the parties; that the purpose of fact finding is to hopefully give the parties guidance to ultimately reach a collective bargaining agreement.

For this reason, the Fact Finder has captioned this section of the Report as "Dutch Uncle" to grab the attention of the parties so that the Fact Finder can speak to them candidly and as a Dutch uncle. This impasse must end. The parties must reach an agreement. Every school district in Livingston and Washtenaw Counties have settled contracts through the 1996-97 school year, except Manchester and Milan. This means 14 out of 15 school districts are settled. There is no reason why Brighton should be different. It would seem that after beginning formal negotiations in April 1995, engaging in excess of 20 bargaining sessions since that time and eight mediation sessions, as well as two meetings with the Fact Finder, there must be an end and agreement reached.

This is where the "Dutch Uncle" aspect comes in. This Fact Finder, over the course of his career, has been involved in at least four lengthy teacher strikes in Michigan. What those strikes have taught this Fact Finder is that, in the end, the parties will reach agreement. And the Fact Finder suggests that in Brighton the end has come with this Report. Hopefully, this will be the fact and the parties can get on with their educational activities.

The Fact Finder appreciates that it may have been presumptuous on his part to begin this Report in this manner. He does not intend to be presumptuous, but he is concerned that negotiation bygones be bygones and that, to repeat, he has helped the parties toward resolving their impasse, which must come to an end.

THE ISSUES

The Fact Finding Petition referred to seven issues. By the time the Fact Finder arrived, the parties acknowledged that the issues had been reduced two, namely, salary and health insurance. The parties seemed to be in agreement that the contract was to cover three years, namely, commencing July 1, 1995 and ending June 30, 1998.

THE CRITERIA

In formulating a recommendation, certain criteria must be considered by the Fact Finder as the foundation of any recommendation. The starting point for considering the criteria is referenced in Public Act 312 of Public Acts of 1969, and particularly Section 9 thereof, which sets forth the criteria used by arbitration panels pursuant to statutory interest arbitration between police and fire unions and their public employers. *See,* MCLA 423.239.

The criteria set forth in Section 9 are:

(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the ages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.

    (i) In public employment in comparable communities.

    (ii) In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Sections 9(c) and (d) represent the basic economic driving force in any collective bargaining for a contract, whether it be in the public or private sector. Though referencing Act 312, the Section 9 criteria is applicable to fact finding and has been followed by fact finders over the years. Section 9(c) addresses financial ability --

always a criteria to be applied by a fact finder. Section 9(d) addresses comparables -- another criteria that is influential in any fact finding report. The comparables in this case consider both comparables with other surrounding school districts, as well as internal Board comparables.

Act 312, Section 9(h), acknowledges, there are other factors that might be considered by fact finders in resolving economic issues. These include the bargaining history criteria.

The bargaining history criteria is two-tiered. There is the bargaining history of the parties' negotiations over the years, plus the current bargaining history. This combined history gives some indication as to what the parties may have settled if there was not the intervention of fact finding. Thus, the bargaining history, both historically and currently, provides a gauge toward solving the bargaining impasse.

This discussion of the bargaining history criteria leads to two other criteria that fact finders consider. One is the "art of the possible." The "art of the possible" criteria stands for the proposition that in any bargaining, parties have respective positions; that each party's table position or doctrinaire position, if there is to be an agreement, will not be the basis for an agreement. Instead, the parties, to reach an agreement, must move toward the middle. And this is the origin of the "art of the possible" concept, namely, what is possible, how is it possible to reach agreement?

There is a criteria sometimes referred to by fact finders as the "strike" criteria which utilizes the results of strikes in the area as a guide to a possible settlement. It may be that the results of these strikes that may serve as a guide. What perhaps the strike criteria does is to emphasize the "art of the possible" because, even in strike situations, there is a give and take which cannot be overlooked in applying the "art of the possible" criteria along with the other criteria discussed above.

It is the existence of the art of the possible/strike criteria that motivated this Fact Finder to begin this Report under the caption of "Dutch Uncle" because of his personal experience that, in the end, these two criteria become most important in resolving a long impasse as has been the case in Brighton.

It is the approach of applying the various criteria discussed above that the Fact Finder proceeds to analyze the situation here.

FINANCIAL ABILITY

Brighton is not a destitute school district. Nor is it a school district of limited resources such as, for example, Ypsilanti or perhaps Whitmore Lake. Nor can it be said that it is a school district of wealth. Rather, it is a district of reasonable means. It is located in Livingston County, has a student enrollment of 6,574 students, a teaching staff of 324 full-time equivalent in the area with the year ending June 30, 1996 of $37,000,000 (using round numbers).

In the school year ending June 30, 1994, with expenditures of $31,400,000, $29,475,000 of the District's revenue came from local sources, with a property tax levy being approximately $28,500,000. State sources amounted to $600,000. There was a dramatic change in this revenue mix in the 1994-95 fiscal year brought about by the impact of the passage of Proposal A which, among other things, reduced the District's option to seek additional funds, along with the State's transfer of retirement costs to local districts, as well as the FICA cost.

For the fiscal year ending June 30, 1995, the local source of revenue was $5,000,000, the State source was $29,900,000. The same pattern continued for the fiscal year ending June 30, 1996, with the local source of revenue being $5,600,000, the State source being $31,150,000.

The 1995-96 foundation grant for pupils in Brighton was $5,508.73. In 1996-97, it was $5,663.73, or an increase of 2.8% over 1995-96. This was against the county average increase of 3.8% with such Livingston County school districts as Pinckney receiving an increase of 5.3% and Howell receiving a 3% increase. In nearby Washtenaw County, Ann Arbor received a 2% increase, whereas Chelsea received a 2.7% increase.

School districts in Michigan, including Brighton, attempt to have a fund balance. This is recommended by their outside auditors to cover a multitude of unexpected expenses or "dips" in revenue. Presented to the Fact Finder was an internal memorandum from James A. Craig II, Assistant Superintendent for Finance, explaining the history of the fund balance in Brighton and the concept behind said balance, with the memorandum reading in part:

> **Fund Balance History**
>
> Since 1989-90, the district has maintained the following fund balances:

Year	Total Fund Balance	Percent of Expenditures	Undesignated Fund Balance	Percent of Expenditures
1989-90	1,039,859	4.4%	909,601	3.9%
1990-91	3,603,163	14.5%	1,043,465	4.2%
1991-92	4,668,420	16.5%	2,452,991	8.7%
1992-93	3,947,218	13.3%	1,718.457	5.8%
1993-94	1,824,855	5.4%	1,563,950	4.7%
1994-95	3,503,396	10.1%	2,355,877	6.8%
1995-96	4,344,119	11.7%	2,842,554	7.6%

Total fund balance includes both reserved and unreserved fund balance. Undesignated fund balance is the category that has been used to determine what amount of funds are available for appropriation. When the district has issued statements about the level of fund balance, the undesignated fund balance level is reported. Each student attendance day represents slightly more than one-half percent of annual expenditures. Using this benchmark, a five percent fund balance would represent less than ten student days of operational expenditures.

District Policy on Fund Balance

The district does not have a formal policy on the amount of fund balance to maintain; however, we have operated under informal guidelines. In 1990, a citizens finance policy committee recommended that the district maintain an undesignated fund balance equal to three payrolls. This would amount to approximately 7% of the annual expenditures. In recent years, since 1994, the informal policy has been to maintain a undesignated fund balance of 5% of expenditures. Auditing firms typically recommend that a district attempt to maintain an undesignated fund balance of approximately 10 percent of operating expenditures.

The specified level of fund balance is designated to provide a buffer against extreme changes in revenues, and to provide an adequate level of funding to deal with unanticipated expenditures. While the fund balance of 5% does not eliminate the necessity to participate in cash flow borrowing, it reduces the amount of borrowing necessary. The district has been forced to participate in cash flow borrowing since 1994, because the implementation of

Proposal A has changed the cash flow of the district's revenues. The fund balance also provides a cushion against having to make immediate radical reductions in expenditures if future revenues or expenditures change dramatically.

Use of Fund Balance

In addition to using fund balance as a hedge against revenue loss or unanticipated expenditures, fund balance may be used effectively to pay for non-recurring expenditures such as capital projects or equipment. The use of fund balance to pay for recurring costs such as salaries, benefits, or supply costs will result in a reduction of fund balance over time unless there is a plan to replenish it in the future. A continuing plan of using fund balance to fund recurring program costs will result ultimately in a deficit fund balance as expenditures will continually exceed revenues.

In recent years the district has used fund balance for roof replacement, technology upgrades, and for capital projects.

Summary

This memo has attempted to provide a description of what fund balance is, how it is used in long-range planning, the history of fund balance, and how it is used. The most critical concept is to understand that if fund balance is used to fund recurring expenditures without a plan to replenish it in the future, the General Fund will eventually be in deficit.

The Fact Finder has no dispute with Mr. Craig's conclusions. The Fact Finder further notes that during the 1993-94 school year, the fund balance took a dramatic drop from its total between the 1990-93 fiscal years. Indeed, this drop represented a policy contrary to the citizens finance policy. This required careful budgeting. It also resulted in a cut-back of a number of educational programs. Appendix A attached hereto explains in chart form these cut-backs and the restoration of some. Yet it would seem that the elimination of support and instructional programs in particular is unfortunate because of their impact on the educational environment in Brighton. But, they apparently were necessary to provide for reasonable financial health in Brighton. In this regard, the Brighton School District sought an Enhancement Millage in 1994, which was defeated by a 7/1 margin, even though, in the view of this Fact Finder, there is a need to restore many, if not all, of the programs that are still eliminated.

In essence, this Fact Finder, based upon the above analysis, suggests that the Brighton School District has the means to agree to a reasonable pay increase for the teachers, consistent with the comparables. In making this statement, the Fact Finder recognizes that the District must proceed with caution to maintain its fiscal health to be able to provide educational services in the future.

Having addressed the financial ability to pay, the Fact Finder turns to the two issues in dispute -- wages (compensation) and health care insurance applying the other criteria discussed above that may be applicable.

WAGES

Once having addressed the financial ability when formulating a recommendation as to wages, the Fact Finder should consider the comparables and the bargaining history.

At the fact finding hearings, the parties had reached tabled positions as to wages.

The Association's and Board's respective table positions were as follows:

	1995-96	1996-97	1997-98
Association	2.08%	2.12%	75% of increase in 1997-98 SFGA
Board	0	2%	2%

These were across-the-board wage increases. The Association had arrived at the 2.08% and 2.12% figures based upon an average of settled wage comparisons with other school districts. The 75% formula was based upon a similar formula adopted in Hartland and Howell in the 1996-97 school year. The Board's position stemmed from the belief that the comparables would suggest such a package.

The Board would limit the comparisons to Livingston County. The Board also suggests a comparison with St. Pat's School, a parochial school, and Livingston Technical Academy (Grades 11-12). The Association had suggested comparisons not only with Livingston County school districts, but Washtenaw County school districts, because these districts are in an MEA Unit known as the Washtenaw/Livingston Education Association.

Two points about the comparables. The Board has relied on a reference to St. Pat's School and the Livingston Technical Academy. St. Pat's, a parochial school, does not represent the marketplace in public education. Presumably, its teachers are not represented by a union. There are different funding patterns. And it seems that a school district like Brighton, situated between two world class State Universities, competing to have its students who are able to enter those institutions, would attempt to recruit the very best teachers, and certainly the wages that St. Pat's is paying makes such a goal questionable. The reference to Livingston Technical Academy likewise is flawed because its wage pattern is clearly at odds with bargaining patterns in public employment in the Livingston/Washtenaw County area.

The Association makes a comparison with both Livingston County public school districts and Washtenaw County public school districts. It does so because of an MEA Unit known as the Washtenaw/Livingston Education Association, which represents school districts in both counties. The question of comparables in a geographical area is relative. Brighton is approximately only 12 miles from Ann Arbor and even closer to Whitmore Lake. On the other hand, citizens of Brighton usually associate themselves as being Livingston County residents. In any event, comparisons are relative. Whether one uses strictly Livingston school districts or expands to include Washtenaw, the same pattern of percentage wage pattern begins to emerge.

The Board submitted the following three charts illustrating its proposal and the effect on the respective wage proposals:

**Livingston County Teacher
Salary Comparison
1995-96**

	BA				MA				MA +30				
District	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	Percent Increase
Howell	26,438		47,420		28,012		53,377		29,533		56,792		2.28
Fowlerville	26,253		47,210		27,673		50,343		28,028		51,129		3.0
Hartland	29,310		35,627		32,340		52,679		35,655		58,078		2.16
Brighton	30,137/B 30,764/U	1 1	50,758/B 51,814/U	1 1	31,805/B 32,569/U	3 1	56,017/B 57,182/U	1 1	33,681/B 34,382/U	3 3	59,404/B 60,640/U	1 1	0/B 2.08/U
Pinckney	30,277		46,969		32,047		52,330		34,613		56,519		2.0
St. Pat's	17,917				19,954				21,033				
Livingston Tech. Academy Grs. 11-12	25,000		N/A		N/A		N/A		N/A		N/A		

Livingston County Teacher
Salary Comparison
1996-97

District	BA				MA				MA +30				Percent Increase
	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	
Howell	27.033		48.487		28.642		54,578		30.197		58,070		2.25
Fowlerville	27,172		48.862		28.642		52,105		29,009		52,919		3.5
Hartland	30.007		36,475		33,110		53,932		36,504		59,460		2.38
Brighton	30,740/B 31,416/U	1 1	51,773/B 52,912/U	1 1	32 ,441/B 33,259/U	3 2	57,137/B 58,394/U	1 1	34.355/B 35,111/U	3 3	60,592/B 61,926/U	1 1	2.0/B 2.12/U
Pinckney	30,883		47,908		33.343		54,445		36,012		58,802		2.0
St. Pat's*	18,606				20,653				21,769				3.5
Livingston Tech. Academy Grs. 11-12	27,500						32,500						

*Maximum salary: $39.258.66

Livingston County Teacher
Salary Comparison
1997-98

District	BA				MA				MA +30				Percent Increase
	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	Min.	Rank	Max.	Rank	
Howell	*												
Fowlerville	*												
Hartland	**												
Brighton	31,355/B 32.076/U		52.808/B 54,023/U		33.090/B 33.957/U		58,280/B 59.620/U		35,042/B 35,848U		61,804/B 63,226/U		2.0/B 2.1/U
Pinckney	31,809		49,346		34.342		56.079		37,091		60.568		3.0
St. Patrick School	**												
Livingston Technical Academy - Grs. 11-12	**												

* See attached formula

**Not established to date

The observation that the Fact Finder makes as to these charts is that, through bargaining, and this is where the bargaining history criteria is applicable, the parties have agreed to place Brighton teachers as being the best paid teachers in Livingston County. This is understandable, recognizing the general high achievement, as indicated by test scores, of Brighton students. The citizens of Brighton expect quality. As is a general experience in life, one must be prepared to compensate for quality. And since the financial condition does permit such an approach, these comparables are understandable.

The comments that the Fact Finder has just made concerning expectations of the teachers are verified by the recently published MEAP results of Brighton and surrounding school districts, which were as follows:

MEAP results

Here are the percentage of students from area school who scored satisfactory on the 1994 Michigan Education Achievement Program (MEAP) tests.

	MATH		READING	
YEAR	4th	7th	4th	7th
ANN ARBOR				
1995	69.9	67.5	59.5	56.1
1994	68.5	65.6	53.4	52.8
1993	65.0	63.7	57.4	62.3
BRIGHTON				
1995	78.1	67.9	61.9	60.3
1994	78.8	64.9	57.1	53.6
1993	58.3	58.9	56.2	56.5
CHELSEA				
1995	64.5	58.8	48.9	47.8
1994	64.2	61.8	48.7	41.6
1993	63.9	53.9	58.4	46.3
CLINTON				
1995	74.4	65.9	44.4	35.3
1994	62.9	61.8	42.3	40.8
1993	48.0	37.9	45.1	40.5
DEXTER				
1995	70.0	67.2	52.2	56.4
1994	75.0	65.7	57.0	51.7
1993	73.0	46.5	55.1	45.3

	MATH		READING	
YEAR	4th	7th	4th	7th
PINCKNEY				
1995	70.0	63.4	53.1	45.5
1994	69.7	69.0	54.1	45.6
1993	64.8	56.3	46.9	45.3
PLYMOUTH-CANTON				
1995	72.7	70.6	58.2	54.2
1994	65.3	71.8	47.7	52.3
1993	54.7	65.5	48.6	56.5
SALINE				
1995	76.9	73.3	59.2	61.6
1994	80.6	71.0	53.6	51.9
1993	70.9	62.0	56.6	50.3
SOUTH LYON				
1995	80.6	79.2	61.4	61.8
1994	68.4	49.4	43.7	37.0
1993	58.1	54.6	47.2	50.6
TECUMSEH				
1995	58.2	57.8	48.5	45.7
1994	61.9	48.0	48.5	27.6
1993	48.1	44.4	47.3	42.0

HOWELL				
1995	75.0	72.1	67.2	57.7
1994	75.3	62.7	50.7	35.2
1993	66.5	57.8	53.1	46.8
LINCOLN CONSOLIDATED				
1995	46.0	53.3	49.1	38.8
1994	57.3	42.1	45.4	31.6
1993	45.4	34.7	42.3	32.0
MANCHESTER				
1995	64.4	60.2	57.7	47.7
1994	77.2	58.4	65.8	48.3
1993	63.4	55.6	70.7	48.1
MILAN				
1995	71.4	62.3	46.9	28.7
1994	65.8	42.6	32.9	36.9
1993	69.7	45.6	41.2	42.5
VAN BUREN				
1995	56.8	51.6	38.7	29.9
1994	45.4	44.7	34.6	25.8
1993	30.8	39.4	35.3	35.5
WHITMORE LAKE				
1995	46.0	72.0	48.2	50.7
1994	55.2	72.3	45.7	36.1
1993	47.1	49.2	51.0	37.3
WILLOW RUN				
1995	52.8	16.7	32.8	17.7
1994	55.8	28.1	36.9	27.1
1993	54.1	19.8	39.5	26.9
YPSILANTI				
1995	n/a	n/a	n/a	n/a
1994	51.3	30.5	32.6	24.1
1993	39.8	30.7	39.5	29.8

Source: Local school districts

This suggests that Brighton is a leader in educational results in the area. This suggests to the Fact Finder that the citizens of Brighton are getting their "money's worth."

If the Fact Finder were to compare the percentage of wage increases in both Livingston and Washtenaw Counties, he would note the following:

WASHTENAW/LIVINGSTON COUNTY RAISE COMPARISONS

DISTRICT	**94-95**	**95-96**	**96-97**	**97-98**
*Ann Arbor	2.700	2.400	1.00	2.000
Brighton	**4.750**	**Unsettled**	**Unsettled**	**Unsettled**
Chelsea	4.300	3.698	3.700	---
Dexter	4.250	4.250	2.700	2.700
*Fowlerville	4.000	3.000	3.500	
Hartland	0.875	2.160	2.100	---
Howell	1.000	2.280	2.250	---
Lincoln	2.900	2.000	2.000	---
Manchester	3.000	3.000	Unsettled	Unsettled
*Milan	6.000	5.750	---	---
Pinckney	0.000	2.001	2.000	3.000
Saline	5.000	2.500	2.600	2.700
*Whitmore Lake	5.000	3.275	3.275	---
Willow Run	2.900	2.500	2.500	---
Ypsilanti	0.000	3.000	2.030	---
Average Raise	**3.111**	**2.787**	**2.281**	
(Average Raise w/o * units)	**2.744**	**2.522**	**2.398**	

LIVINGSTON COUNTY RAISE COMPARISON

DISTRICT	94-95	95-96	96-97	97-98	
Brighton	**4.750**	**Unsettled**			
*Fowlerville	4.000	3.000	2.100	---	1
Hartland	0.875	2.160	2.100	---	2
Howell	1.000	2.280	2.250	---	3
Pinckney	0.000	2.001	2.000	3.000	
Average Raise	**2.125**	**2.360**	**2.462**		

1 Fowlerville formula is 70% of all new money with a cap of 3.5% (The growth revenues are expected to go beyond the cap)
2 Hartland formula is 75% of increase in SFGA (2.8% - 1996/97)
3 Howell formula is 75% of increase in SFGA (3.0% - 1996/97)
* Non-WLEA Unit

What emerges is that, though there are districts that have had 3% increases in 1995-96 and extending into 1996-97, such as Fowlerville and Whitmore Lake, it is suggested that these are districts that are behind the wage patterns in the area and these increases represent catch-up.

There is no catch-up factor in Brighton. In the 1994-95 school year, the Brighton teachers received a 4.750% increase. This was above the average in the area and perhaps reflected that at that time there was a necessity and desire to achieve a wage that was at the top of Livingston County and perhaps comparable with Ann Arbor. This is the bargaining history. This is what the parties agreed should be the wage level in Brighton.

Having reached this point, then it would seem to the Fact Finder that it is not unreasonable to project a wage pattern of 1% for 1995-96, a 2% increase for 1996-97, and a 2% increase for 1997-98. Even those districts that have increases projecting for the 1997-98 school year have hovered between 2% and 3%. The 3%'s are relatively low paying districts -- Pinckney, for example, and perhaps Saline and Dexter. But Ann Arbor, a relatively high paying district, has hovered in this range of settlements with a 1%, for example, in 1996-97. Howell, during the three year period 1994-97, apparently settled for each year at 1%, 2.28% and 2.25%.

Considering the bargaining history and the patterns, a reasonable recommendation is the 1% for 1995-96, 2% for 1996-97, and 2% for 1997-98. Another comparable would be the internal comparables. These internal comparables are set forth below:

A COMPARISON OF SALARY/WAGE SETTLEMENTS
WITHIN BRIGHTON AREA SCHOOLS
(1994 - 95 TO PRESENT)

GROUP	1994-95	1995-96	1996-97	1997-98	1998-99
Brighton Administrators Association ***	-0-	*2% (ADJ)	2%	2%	
Assistant Superintendents (Non-Union)	-0-	*2% (ADJ)	2%	2%	
BESPA (MEA)	-0-	**2%	Formula yielded 1%	Salary Reopener	
BEA (MEA)	4.75%	Open	Open	Open	
Community Education (Non-Union)	-0-	2%	2%		
Secretaries (IUOE)***	4.75%	-0-	2%	2%	2%
Paraprofessional and Trades (Non-Union) ****	-0-	*2% (ADJ)	2%		

* The 1995-96 salaries were increased in July of 1996 by 2% but was not applied retroactively.

** The 2% increase was issued on a <u>one time off</u> schedule payment based upon the 1995 calendar year gross taxes.

*** Union and Board Proposals

**** Recommended for Adoption

Source: Collective bargaining agreements, handbooks and individual contracts.

Though there are reasons for the different internal wage patterns, including comparables with the marketplace, it is noted that there are no wage increases in the Brighton School District in 1995-96 of more than 2%. The teachers may ask that if this is so, why a 1% during the 1995-96 school year? The answer is to compare their wages with surrounding school districts. Even with this recommendation, they will maintain their place as the top paid school district in Livingston County and will remain in their comparable position with Ann Arbor, because Ann Arbor also has a similar wage pattern. It must be reminded that in 1994-95, the teachers received a wage increase of 4.75%. Such a wage increase must be considered in projecting a future pattern.

In addition, there are variant viewpoints as to the current cost of living. But it would seem that this recommendation, give or take, is consistent with the current cost of living, particularly when the foundation is based upon a previous wage increase that did exceed the cost of living.

Furthermore, the reason why the Fact Finder recommends 1% for the 1995-96 school year is to be in sync with the comparables since Brighton is a school district that does have the ability to pay and there have been continued wage increases in the comparable districts in each year. In the districts where there may have been no increase, such as Pinckney and Ypsilanti, this was currently caused by financial concerns that dictated same.

In terms of cost, the total cost of a 1% increase on the present salary schedule is approximately including FICA costs and retirement costs of $202,773. A 2% increase, not including the cumulative effect, would be $405,546. Such a cost is consistent with sound financial management of the District's resources, and the area bargaining patterns. Without running the risk of a dramatic decrease in the fund balance as in the past, the District can afford this cost.

The Fact Finder should also note that he has elected not to follow the 75% formula for the third year, as suggested by the teachers, of the SFGA because to do so, in the view of this Fact Finder, would interfere with the financial management of the District. In addition, such an approach is not the pattern in the area.

HEALTH CARE INSURANCE

There is no question that one of the reasons there have been over 20 bargaining sessions and eight mediation sessions is because the parties had great difficulty addressing the health care issue -- one issue that has led to their impasse. This issue has challenged the Fact Finder because of his emphasis that every impasse must be brought to a conclusion.

The Board has maintained that it must have cost containment in health care insurance; that there are not enough votes among the Board members to approve a contract without such provisions. The Association, speaking on behalf of its members, has maintained that the present provisions have been the result of a number of years of bargaining; that its members have challenged the attempts at cost containment. Yet, for almost two years the parties have bargained. Somehow an agreement must be reached. The Fact Finder now makes a try to lead the way to an agreement.

The starting point of the analysis is the language of the current contract in Article

8, Paragraphs A through I:

Fringe Benefits

The Board agrees to furnish to all Employees the following fringe benefits.

A. The Board shall provide, upon application, without cost to each full-time Employee, MESSA's PAK protection for a full twelve-month period for the Employee's entire family through the MESSA program. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each eligible full-time Employee shall select either Plan A or Plan B.

B. Employees not wishing health insurance through the school may apply a premium toward any MESSA options, and/or an approved tax deferred annuity program. The premium to be applied by the Board shall be the individual employee's single subscriber premium for MESSA Super Care II. If a husband and wife are employed by the Brighton Area Schools, they will be eligible for both full family health (A) and the option (B).

C. PLAN A - for Employees needing health insurance:

SUPER CARE I* (See "I")

Long Term Disability - 66-2/3%, $3,000 maximum; 90 calendar days - modified fill; Freeze on Offsets; Alcoholism/drug addiction and Mental/nervous same as any other illness.

Delta Dental	80/80/50;$1,000
Negotiated Life	$25,000 AD&D
Vision	VSP-3

D. PLAN B - for Employees not needing health insurance:

<u>Delta Dental</u>	80/80/50;$1,000
<u>Vision</u>	VSP-3
<u>Negotiated Life</u>	$25,000 AD&D
<u>Long Term Disability</u>	66-2/3%; same as above

E. A single payroll deduction shall be available for all additional MESSA programs and MEFSA options.

F. The Board shall make payment of insurance premiums for all full-time and part-time Employees who complete their contractual obligations to assure insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30. The open enrollment shall be jointly established by the Board, the Association and the insurance company; including opportunities for Summer pre-enrollment and Fall open enrollment. In instances where the cost of coverage exceeds amount of part-time subsidy, the School Board shall make provision for the excess to be payroll deductible.

G. This program will remain in force until a new contract is ratified.

H. The Board shall make payment of insurance premiums to assure insurance coverage for each Employee from MESSA for the Super Care I medical insurance program. The Board shall pay each covered Employee for the deductible amount of his/her Super Care I health insurance plan, and also $25.00 toward the prescription co-pay. Said deductible shall be paid during the month of October or within 30 days of hire for new or returning employees.

I. Employees working less than full-time will be eligible for a prorated portion of the Board's contribution toward Plan A or Plan B. Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of the master agreement.

The intensity of the dispute over health care insurance is best illustrated by the fact that the majority of the exhibits on both sides address the health care issue. And, indeed, the analysis that has been put forth by the respective Advocates, without question, are the best that this Fact Finder has seen in over 40 years in the field. The Board's analysis particularly is in-depth, including challenges to the cost structure of the provider.

The Association has proposed the status quo as set forth in the 1992-95 Article 8 provisions quoted above. The Board has proposed the following changes:

Fringe Benefits

The Board agrees to furnish to all Employees the following fringe benefits.

A. The Board shall provide, upon application, without cost to each full-time Employee, MESSA's PAK protection for a full twelve-month period for the Employee's entire family through the MESSA program. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each eligible full-time Employee shall select either Plan A or Plan B.

~~C.~~B. ELIGIBLE EMPLOYEES MUST SELECT EITHER PLAN A OR B AS FOLLOWS:

PLAN A - for Employees needing health insurance:

SUPER CARE I* (See "I")

Long Term Disability - 66-2/3%; $3,000 maximum; 90 calendar days - modified fill; Freeze on Offsets; Alcoholism/drug addiction and Mental/nervous same as any other illness
Delta Dental 80/80/50; $1,000
Negotiated Life $25,000 AD&D

Vision	VSP-3

~~H. The Board shall make payment of insurance premiums to assure insurance coverage for each Employee from MESSA for the Super Care I medical insurance program. The Board shall pay each covered Employee for the deductible amount of his/her Super Care I health insurance plan, and also $25.00 toward the prescription co-pay. Said deductible shall be paid during the month of October or within 30 days of hire for new or returning employees.~~

~~D.~~ PLAN B - for Employees not needing health insurance:

Delta Dental	80/80/50;$1,000
Vision	VSP-3
Negotiated Life	$25,000 AD&D
Long Term Disability	66-2/3%; same as above

~~B.~~ Employees ELECTING PLAN B ~~not wishing health insurance through the school~~ may apply a premium toward any MESSA options, and/or an approved tax deferred annuity program. The premium to be applied by the Board shall be ~~the individual employee's single subscriber premium for MESSA Super Care II~~ EQUAL TO THE SINGLE SUBSCRIBER RATE EACH MONTH. If a husband and wife are employed by the Brighton Area Schools, they will be eligible for both full family health (A) and the option (B) IN ACCORDANCE WITH SECTION A ABOVE.

THE MAXIMUM MONTHLY CONTRIBUTION FOR FULL-TIME EMPLOYEES FOR PLAN A IS $(534.98) AND $(118.32) FOR PLAN B.

ANY AMOUNTS IN EXCESS OF THE BOARD'S CONTRIBUTION LEVELS WILL BE PAYROLL DEDUCTED AS A CONDITION OF THIS CONTRACT PURSUANT TO THE AUTHORITY SET FORTH IN MCLA 408.477.

IN THE EVENT THE INSURANCE PREMIUMS EXCEED THE LIMITS SET FORTH HEREIN, THE PARTIES WILL RECONVENE NEGOTIATIONS AT THE REQUEST OF THE ASSOCIATION TO IMPLEMENT CHANGES IN THE PLAN(S), CHANGES IN UNDERWRITERS AND/OR INSURANCE ADMINISTRATORS TO REDUCE OR ELIMINATE THE MONTHLY OUT-OF-POCKET COST.

~~E~~C. A single payroll deduction shall be available for all additional MESSA programs and MEFSA options.

~~G. This program will remain in force until a new contract is ratified.~~

The thrust of the Board's proposal is to obtain cost containment by putting a cap on Super Care I, based upon the current premiums which apparently were in effect as of the date of the fact finding hearing and this Report. The Board also proposes to eliminate the Board's payment of the deductible amount now present in the Super Care I health insurance plan, as well as the payment of $25.00 that it now pays toward the prescription co-pay. The Fact Finder is lead to believe that this co-pay is a $50/$100 co-pay.

In addition, for Plan B, the Board proposes to cap the contribution to a monthly payment of $118.32, based upon the single person rate of the current Super Care I.

The Board has presented an argument that since 1989-90 its premium rates for Plan A have increased approximately 40.72% at 5.82% per year, based upon the following chart:

Year	Monthly	Annual	Percentage Increase
1989-90	$380.17	$4,562.16	
1990-91	$387.70	$4,652.40	2 %
1991-92	$408.19	$4,898.28	5.3%
1992-93	$442.18	$5,306.16	8.3%
1993-94	$471.05	$5,652.60	6.5%
1994-95	$468.68	$5,624.16	-.5%
1995-96	$497.05	$5,964.60	6.1%
1996-97	$534.98	$6,519.76	7.6%

In presenting this chart, the Board focused in on the 7.6% increase for Plan A for the 1996-97 school year, noting that this was an added cost "without prior negotiations." As to Plan B, the Board suggests that since 1989-90 its costs have increased 44.8% at an average of 6.3% per year:

Year	Monthly	Annual	Percentage Increase
1989-90	$ 82.12	$ 985.44	
1990-91	$ 86.50	$1,038.00	5.3%
1991-92	$ 92.50	$1,110.00	5.9%
1992-93	$ 98.42	$1,181.04	6.4%
1993-94	$103.97	$1,247.64	5.6%
1994-95	$110.45	$1,325.40	6.2%
1995-96	$115.46	$1,385.52	4.5%
1996-97	$118.32	$1,419.84	2.5%

On the other hand, the Association points out that in past bargaining it has agreed to cost containment for, on September 1, 1989, the parties in the then applicable Collective Bargaining Agreement agreed to move from MESSA SuperMed II to Super Care I, with a concomitant reduction in premiums over the previous plan, with the Association suggesting that as between the two plans, the District since 1989-90 saved $1,649,193.60. This may be true. But if there was not the switch, then perhaps the wage pattern that has emerged in Brighton would not be as this Fact Finder has found. The fact is this switch and cost containment is part of a bargaining history that balanced the various factors that go into a collective bargaining agreement. It was a history that was consistent which seemed to be the pattern in Livingston County and in Washtenaw County for those districts that had MESSA benefits. There seemed to have been a consistent switch from SuperMed II to either Super Care I or Super Care II with reasonable benefits for the teachers, but at less cost -- a form of cost containment.

Nevertheless, the fact is the premium rates continued to increase, causing concern to the Board.

The other fact is that in Brighton, as well as in numerous other school districts, the teachers have been satisfied with the health care provider MESSA. Though there was some criticism levied at this carrier, suggesting that this carrier was not competitive with the other large carrier in Michigan, this Fact Finder recognizes that the Brighton teachers have been influenced by a "brand name," which is not unusual in consumer consumption in this country.

The Fact Finder does not think it would help the parties to review the concerns raised as to carrier cost. Recognizing the art of the possible, in the view of this Fact Finder as he sees the situation in Brighton, the Brighton teachers at this point are not prepared to ratify a contract that would change carriers.

On the other hand, as already indicated, unless there is some cost containment, the Board will not have the votes to ratify the contract. What is the art of the possible?

Even under MESSA, there is a MESSA 200/250 plan that reduces premiums with some modified services. There is also the MESSA Q2 Plan. And, for that matter, some districts have other carriers. But as the Fact Finder reviews the matter, the impasse would continue if there would be a recommended change in plans at this time. In saying this, the Fact Finder does recognize that the Board's proposal envisions that, if the premiums continue to increase, the parties can sit down to avoid contributions from the teachers and adopt a different plan. Nevertheless, such is not the recommendation of the Fact Finder in and of itself.

Recognizing the art of the possible, it would seem that the two competing positions as to health care can be accommodated so that the parties can arrive at an agreement.

Referring to Paragraph H of the current Agreement, there is no reason why an employee should not be responsible for a modest prescription co-pay provided in MESSA Super Care I. There is no reason for the Board to pay the $25.00 toward the prescription co-pay. It is common in health care programs for employees to have a co-pay on drugs and be responsible for the co-pay. This is virtually the universal practice. When the Board is seeking some cost containment, it would seem that such containment is reasonable and should not pose a hardship on Association teachers who are receiving a reasonable salary when compared with the comparables.

Similarly, there is no reason that the deductible amount of the Super Care I health insurance plan should also not be paid by the employees. The deductible is modest. And again, such a deductible is usually paid by employees. The external comparables support these observations. In Livingston County, no public school district has the $25.00 contribution toward the drug co-pay, nor a contribution toward the annual deduction. Therefore, the recommendation will provide eliminating the second sentence of Paragraph H, to become effective upon the ratification of the Agreement.

These two recommendations alone will represent an annual reduction in costs to the Board of about $33,000. There is no question that such cost reduction may not offset what seems to be increasing premium rates. Nevertheless, it does represent a cost constraint.

The more difficult issue is the Board seeking additional constraints in the form of capping the premiums on Super Care I and the Association's resistence to same. The Fact Finder is midful that, internally, there apparently has been some cost containment. He likewise notes that in the comparable school districts there are some programs that are equal to the programs here, but then there are other plans with modifications that might represent some cost savings.

In attempting to balance the respective positions, and recognizing that the Agreement, by its terms, has about a year and one-half to run, under the art of the possible this is what can be done. The Board proposes a cap at the current rates which, for the 1996-97 school year, is a monthly premium for a family plan of $534.98. Since there is a wage increase recommended for 1997-98 of 2%, this cap shall be increased by 2% for 1997-98. In other words, there will be no obligation for Association members to share in the premiums if the premiums only increase by 2%.

If the increases exceed 2% for 1997-98 rates, as compared to the 1996-97 rates, then it seems to be reasonable, the Association member and the Board should share in that increase. The Association member's obligation to share would be 50% of the increase. The other 50% would be absorbed by the Board. Secondly, the recommendation provides for a limit by cap on the amount of sharing by the teacher, namely, no more than $15.00 per month with a maximum annual total of $150.00 per insurance year.

This possibly exposes the teacher up to $150.00 per insurance year.

Likewise, consistent with some cost containment, the Fact Finder will recommend that the Plan B benefit be capped at the current rate plus 2%, following the same pattern of recommendation that he has made to the Super Care I premiums.

In addition, the recommendation is there should be memorialized in the Collective Bargaining Agreement the formation of a joint management/labor committee that shall meet forthwith after the premium rate is announced for 1997-98 and prepare a report with recommendations to both parties by April 1, 1998. The committee should consist of three members of the Association and three Board designees.

The purpose of the committee would be to review any increase in premium rate to consider ways of cost containment, including agreeing to other MESSA plans, discussing with MESSA proposals for cost containment in the Brighton Unit, to consider any possible creative ways to reduce the experience rating for Brighton, if there is such a procedure.

This way, the committee will be able to consult with MESSA or any other carrier as to cost constraints. And this, then, could be a possible matter of discussion between the parties in their upcoming negotiations.

The Fact Finder will also recommend continuation of the language, "This program will remain in force until a new contract is ratified," namely, the present Article 8.G language. Based upon MERC law, this may be a questionable provision. But hopefully, in the next contract, the parties will be able to ratify a contract by June 30, 1998. If they do not, then either party will be able to take the position it wishes as to the effect of said language in the future. Though recommending this language, the Fact Finder refuses to be pessimistic, for he is convinced that future contracts will not take as long as the current contract to negotiate. Furthermore, if the constraints do not produce the desired result and there is a delay in negotiating a contract, this could impact on other economic provisions in the future Agreement. In other words, there will be an urgency on the part of both parties to avoid the repeat of the 1995-98 negotiations. As the Fact Finder has suggested, he is optimistic for the future. But the reason the Fact Finder has recommended the continuation of this language is that it is doubtful that an Agreement could be reached without this language, recognizing that the Fact Finder perhaps is encouraging the reluctant parties to move from what seemed to be fixed positions. It would be difficult to have the teachers move from their position without this language. The Fact Finder believes, for the reasons just stated, that the Board is protected as a practical matter.

The Fact Finder has not recommended a change from the MESSA Super Care I plan or to suggest other carriers. He recognizes that such a recommendation, at this time, would not be acceptable to the Association. Likewise, he has proposed four areas of cost constraint to address the Board's concerns. Admittedly, they are modest. Admittedly, there is a possibility that teachers may pay up to $150.00 per year. But recognizing that the Fact Finder has rejected the Board's position that there be no pay raise in the 1994-95 school year, that the pay raise for that year is cumulative, and that the total recommendation keeps Brighton teachers at a most competitive wage with the comparables, this potential of $150.00 per year certainly would not be a financial strain on the teachers.

From the Board's standpoint, there are four areas of cost containment, as outlined above. From the Association's standpoint, these cost containments are modest. There is also the committee's impact of the committee's work.

It may be that the Association members may say that they object to any sharing. But, as noted in the bargaining history, the Association back in 1989 recognized that it was required, in order to get wage increases, to have a change in program that still furnished delivery of health care to its members, but with some cost containment. The idea of the committee is to attempt to address both the Board's and the Association's concerns. It may be that the committee, in working with MESSA, can develop a program that will eliminate any cost sharing. Furthermore, the Recommendation also incorporates the Board's concept that if during the 1997-98 school year there is more than a 2% premium increase, and the Association members wish no contribution, there could be a change in program at the sole discretion of the Association on the assumption that the premiums are less than the Board is obligated to pay under this recommendation.

The bottom line is to look at the art of the possible. Some cost containment with possible modest impact on the teachers, a reasonable pay increase, with the teachers continuing at the relatively comparable pay scale as was negotiated through the past bargaining history in 1994-95. There is no reason why this dispute cannot be resolved on the basis of these recommendations.

The parties must understand that presumably by April 1998, which is about a year away, they will again be back at the bargaining table. With the suggested dialogue between the parties, then there is no reason why the next contract cannot be resolved in record time, respecting the points of view of each party.

And the Board should recognize that it is getting its money's worth. The Brighton teachers have been able to inspire Brighton students to excellent test scores. The continued dispute will erode morale. Though teachers will continue to be professionals, it is difficult to work in a tense atmosphere of an unsettled contract, particularly when all other surrounding school districts have settled contracts. This fact alone, plus the cost containment, should encourage the Board to vote for ratification. It also should encourage the bargaining team to recommend, and the Association to pass, these modest constraints on health care costs.

THE DeCLERC-MANDELLA (ANOTHER VISIT WITH THE DUTCH UNCLE)

The Brighton Board and teachers should follow the DeClerc-Mandella rule. In the recent experience of mankind, there was no more potential for impasse than the political situation in South Africa. Yet, two great leaders, against all odds -- the type of odds that apparently have permeated the negotiation atmosphere in Brighton -- were able to work out a remarkable solution. If one speaks to a South African of any race, there is a source of pride over the resolution. This is the type of pride that should be in Brighton. Again, the Dutch uncle mentions that there must be an end to impasse. And what is wrong with applying the DeClerc/Mandella rule in Brighton?

Based upon the MEAP tests, the members of the administration and those teachers that the Fact Finder has had the privilege to meet, Brighton is a great school district. There is no reason why it cannot be kept that way. A resolution of this dispute, as outlined, hopefully will accomplish this purpose.

RECOMMENDATIONS

Based upon the Fact Finder's analysis, as set forth in the above Report, the Fact Finder recommends as follows.

1. *Wages*

Retroactive to July 1, 1995, wages shall be as follows across-the-board:

1995-96	1%
1996-97	2%
1997-98	2%

2. *Health Care*

A. Effective the date of ratification of this Agreement, the following is the recommendation as to health care. The Super Care I shall be continued to be provided by the Board as set forth in Article 8, Paragraph C, for Plan A employees, except that the Board shall cease paying for the deductible amount of the teachers' Super Care I health insurance and cease contributing $25.00 toward the prescription co-pay.

In addition, there will be a modified cap on premiums for MESSA Super Care I, namely, if the premiums exceed 2% over the current premiums, then the Board and the covered teacher shall share in the increase over said 2%, 50/50; except that the teacher's share shall be limited to no more than $15.00 per month, but in no event no more than a total of $150.00 per insurance year.

B. Plan B shall be as in the current contract, except if the premiums exceed 2% of the current premiums, the Board shall have no obligation to pay any amount beyond said 2% increase.

C. There shall be a joint management/labor committee established, as discussed in the Report, when the premium rates for the 1997-98 school year are provided to the District. The committee is to make a report and recommendation to the parties concerning health care by April 1, 1998.

3. As discussed in the Report, the following language shall be adopted:

"In the event that insurance premiums exceed 2% over the 1996-97 rates, the parties will convene negotiations solely at the request of the Association, to implement changes in the plans for the purpose of reducing or eliminating monthly out-of-pocket pre-costs."

4. The language, "This program will remain in force until a new contract is ratified," shall be continued.

5. *Duration.*

The duration of the Collective Bargaining Agreement shall be from July 1, 1995 through June 30, 1998.

George T. Roumell, Jr.
GEORGE T. ROUMELL, JR.
Fact Finder

February 12, 1997

APPENDIX A

Program and Budget Reductions

E = Eliminated　　PR = Partial Restoration
R = Restored

	1994-95 Estimated $	1994-95 Status	1995-96 Status	1996-97 Status	1997-98 Planned	1998-99 Planned	Current Status	1994-95 Cost of Outstanding Programs
Capital Outlay								
Reduced	393,525	E	PR				PR	193,000
Support Programs								
In-house Suspension	43,290	E		PR			PR	
School Social Workers	103,128	E					E	103,128
Nursing Staff - Partial	43,011	E					E	43,011
Hall Monitors	33,771	E	PR	R			R	
MS/HS Counseling	67,509	E					R	
Substance Abuse Counselor	33,997	E					E	33,997
Learning Specialist	55,000	E					E	55,000
Employee Assistance Program	8,000	E						
Instructional								
Textbooks- New Student	51,000	E		R			R	
Remedial Paraprofessional	58,602	E					E	58,602
Extra Duty Salary - Partial	157,000	E	PR	PR			PR	100,000
Media Specialists	40,464	E		PR			R	
Non-Mandated Special Education	28,204	E					E	28,204
Testing Program - Partial	11,000	E					E	11,000
Elementary Physical Education	180,000	E		R			R	
Curriculum Adoption	300,000	E		PR	PR		PR	100,000
Administrative/Board								
Partnership Director	5,796	E					E	5,796
Board Travel	9,900	E	PR				PR	7,000
Curriculum Clerical	11,100	E					E	11,100
Special Events	7,900	E					E	7,900
HS Assistant Principal	52,200	E		R			R	
Communications Director	42,786	E					E	42,786
District Newsletter	19,500	E	PR				R	
Accounting Supervisor	65,000	E		R			R	
Board Member Salary	2,000	Reduced					Reduced	2,000
Clerical								
Building Clerical - Partial	107,400	E	PR				PR	30,000

Source: District Restoration Plan Memo and
Green Book : Potential Cost Reductions for Fiscal Year 1995

APPENDIX A

Program and Budget Reductions

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R = Restored
PR = Partial Restoration

	1994-95 Estimated $	1994-95 Status	1995-96 Status	1996-97 Status	1997-98 Planned	1998-99 Planned	Current Status	1994-95 Cost of Outstanding Programs
Business Clerical - Partial	11,100	E	R				R	
Personnel Clerical - Partial	11,100	E					E	11,100
Curriculum Clerical - Partial	11,100	E					E	11,100
Sec/Clerical Partnerships/Communications	28,860	E					E	28,860
Receptionist	31,852	E	PR	R			R	
Inservice/Training								
TQM Training/Conference	47,000	E					E	47,000
Teacher Training	75,750	E		PR			PR	
Co-Curricular								
Athletic Subsidy	209,970	Reduced		PR	PR	PR	PR	100,000
Transportation								
Secondary Transportation	373,683	E		R			R	
Total Estimated Reductions	2,731,498							1,030,584

Source: District Restoration Plan Memo and
Green Book : Potential Cost Reductions for Fiscal Year 1995