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COMMITTEE REPORT

HOUSE

FURTHER: _____

(5)

1/21/81

Date: 2/17/81

Mr. Speaker:

The Committee on UNEMPLOYMENT, REGIONAL AFFAIRS has had CS 4 (H.R. 1111)

re: Act relating to housing for teachers in public schools

under consideration and reports it back as follows:

- do pass do not pass
- do pass with attached amendments(s)
- replace with CS for _____ same title
 new title
- and recommends _____
- AND attaches a "Letter of Intent" New Fiscal Note
- reports it back without recommendation
- referred to the _____ Committee

MEMBERS SIGNING
DO PASS

MEMBERS HAVING
OTHER RECOMMENDATIONS:

CHAIRMAN



Official Business

Alaska State Legislature

House of Representatives

Committee on

Community & Regional Affairs

Pouch V
State Capitol
Juneau, Alaska 99811

1/ 9/82

Summary:

CSSB 119 (Fin) am: "An Act relating to housing for teachers in the public schools."

Section 1. AS 14.08.101 Powers of a Regional School Board

A regional school board may assist employees in getting as conforming to community norms in distance and quality.

Section 2. AS 14.08.111 Duties of a School Board.

A regional school board shall:

inform all new or transferred employees of housing circumstances.

Section 3. AS 14.14.090 Additional Duties of a School Board.

A school board shall:

inform new or transferred employees of specific and general housing circumstances in the specific assignment locations of the district, including energy and maintenance costs.

Section 4. AS 14.14.095 Powers.

Under the powers of a school board is a provision that they may assist employees in securing housing.

Section 5. Causes for Revocation and Suspension.

A certificate may not be revoked under (3) or (4) of this section for breach of contract if the breach was:

- 1) within 30 days of the date of commencement of employment, and
- 2) based on the failure of the employing board to comply with AS 14.08.111(10) or AS 14.14.090(8).

Effect of amendments. — The 1976 amendment added the fourth sentence of subsection (b), which was combined with the third sentence by the 1978 amendment.

The 1978 amendment, in subsection (b), inserted "board" preceding "members" in the first sentence, combined the former third and fourth sentences into the present

third sentence by substituting "except that the" for "The" at the beginning of the former fourth sentence, and added the language beginning "or, if a school board by resolution so requests" at the end of the present third sentence.

As the rest of the section was not affected by the amendments, it is not set out.

Sec. 14.08.081. Recall. The members of a regional school board are subject to recall in accordance with AS 29.28.130 — 29.28.250, except that the director of the division of elections shall perform the functions of a municipal clerk, and the lieutenant governor shall perform the functions of the assembly or council under those sections. (§ 2 ch 124 SLA 1976; am § 3 ch 24 SLA 1979)

Effect of amendments. — The 1979 amendment substituted "director of the division of elections" for "commissioner of

education" and "lieutenant governor" for "state Board of Education."

Sec. 14.08.101. Powers. A regional school board may

(7) recommend to the commissioner a school construction and rehabilitation program based on an evaluation of the condition of existing school facilities and a determination of the requirements for new school construction, rehabilitation or other upgrading of school facilities, and provide for the construction and rehabilitation or other upgrading of school facilities when grants are made to it by the Department of Public Works under AS 14.08.161; and

(9) by resolution adopted by a majority of all the members of the board and provided to the commissioner of the department, assume ownership of all land and buildings used in relation to the schools in the regional educational attendance area.

(am § 2 ch 57 SLA 1976; am § 1 ch 147 SLA 1978)

Effect of amendments. — The 1976 amendment inserted the language beginning "and provide for the construction and rehabilitation" and ending "AS 14.08.161" in paragraph (7).

The 1978 amendment added paragraph (9).

As the rest of the section was not affected by the amendments, it is not set out.

NOTES TO DECISIONS

As to absence of duty on regional educational attendance areas to bargain collectively with noncertificated employees, see note following chapter analysis, Northwest Arctic Regional Educ. Attendance Area v. Alaska Pub. Serv. Employees, Local 71, Sup. Ct. Op. No. 1811 (File Nos. 3360, 3361, 331 P.2d LSR (1979)).

Applied in Northwest Arctic Regional Educ. Attendance Area v. Alaska Pub. Serv. Employees, Local 71, Sup. Ct. Op.

Sec. 14.08.111. Du

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Sec. 14.08.111. &
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SLA 1979)

Sec. 14.08.121

Repealed by §

Editor's notes. —
derived from § 2, ch.

Title 19
Highways and Ferries

Supplement

§ 1811 (File Nos. 3360, 3362), 691 P.2d 1292 (1979).

Sec. 14.08.111. Duties. A regional school board shall:

- (1) provide, during the school term of each year, an educational program for each school age child who is a resident of the district;
- (2) develop a philosophy of education, principles and goals for its schools;
- (3) employ a chief school administrator and approve the employment of the professional administrators, teachers and noncertificated personnel necessary to operate its schools;
- (4) establish the salaries to be paid its employees;
- (5) designate the employees authorized to direct disbursements from the school funds of the board;
- (6) submit the reports prescribed for all school districts;
- (7) provide for an annual audit in accordance with AS 14.14.050; and
- (8) provide custodial services and routine maintenance of school buildings and facilities;
- (9) establish procedures for the review and selection of all textbooks and instructional materials before they are introduced into the school curriculum; the review includes a review for violations of AS 14.18.060. (2 ch 124 SLA 1975; am § 2 ch 17 SLA 1981)

Effect of amendments. — The 1981 amendments added paragraph (9).

NOTES TO DECISIONS

As to absence of duty on regional educational attendance areas to bargain collectively with noncertificated employees, see note following chapter section Northwest Arctic Regional Educational Area v. Alaska Pub. Serv. Employees, Local 71, Sup. Ct. Op. No. 1811 (File Nos. 3360, 3362), 691 P.2d 1292 (1979).

(File Nos. 3360, 3362), 691 P.2d 1292 (1979).

Applied in Northwest Arctic Regional Educ. Attendance Area v. Alaska Pub. Serv. Employees, Local 71, Sup. Ct. Op. No. 1811 (File Nos. 3360, 3362), 691 P.2d 1292 (1979).

Sec. 14.08.115. Advisory school boards in regional educational attendance areas. A regional school board may establish advisory school boards, and by regulation shall prescribe their manner of selection and organization, and their powers and duties. (§ 2 ch 24 SLA 1979)

Sec. 14.08.121. Funding.

Repealed by § 21 ch 26 SLA 1980, effective July 1, 1981.

Editor's notes. — The repealed section was amended by ch 98, SLA 1977, § 1, ch 26, SLA 1980 and by § 2, ch 124, SLA 1975, § 1.

"management and control" authority pursuant to AS 14.12.020, subject to statutory and constitutional restrictions, this assignment power extended to its logical conclusion — the closing of a school by not assigning any students to the particular school — provides a basis for the school board's authority to close schools. *Tunley v. Municipality of Anchorage School Dist.*, Sup. Ct. Op. No. 2160 (File Nos. 4796, 4797, 4826), 617 P.2d 490 (1980).

Given the broad managerial mandate of the school board, and the limited authority of the municipal assembly in educational policy matters, it is the school board which has the authority to decide whether schools should be closed. *Tunley v. Municipality of Anchorage School Dist.*, Sup. Ct.

Op. No. 2160 (File Nos. 4796, 4797, 4826), 617 P.2d 490 (1980).

The closure of a school does not involve the exercise of a municipality's essential domain powers, nor does it involve any additional appropriations of municipal funds. Furthermore, in contrast to the municipal government's diminished fiscal and political interests, a school board has strong educational policy interests in deciding which schools are to be closed, which decision effectively determines the size, the design, and therefore the nature of the educational programs of the schools which remain open. *Tunley v. Municipality of Anchorage School Dist.*, Sup. Ct. Op. No. 2160 (File Nos. 4796, 4797, 4826), 617 P.2d 490 (1980).

Sec. 14.14.090. Additional duties. In addition to other duties, the school board shall

- (1) determine and disburse the total amount to be made available for compensation of all school employees and administrative officers;
- (2) provide for, during the school term of each year, an educational program for each school age child who is a resident of the district;
- (3) withhold the salary for the last month of service of a teacher or administrator until the teacher or administrator has submitted all summaries, statistics, and reports which the school board may require by bylaws;
- (4) transmit, when required by the assembly or council but not more often than once a month, a summary report and statement of money expended;
- (5) keep the minutes of meetings and a record of all proceedings of the school board in a pertinent form;
- (6) keep the records and files of the school board open to inspection by the public at the principal administrative office of the district during reasonable business hours;
- (7) establish procedures for the review and selection of all textbooks and instructional materials before they are introduced into the school curriculum; the review includes a review for violations of AS 14.16.062

Effect of amendments. — The 1981 amendment added paragraph (7).

NOTES TO DECISIONS

Stated in *Tunley v. Municipality of Anchorage School Dist.*, Sup. Ct. Op. No. 2160 (File Nos. 4796, 4797, 4826), 617 P.2d 490 (1980).

Sec. 14.14.100. Bylaws a

NOTE

Applied in *Stagway City School District v. Dena*, Sup. Ct. Op. No. 1216 (File Nos. 543 P.2d 218 (1976)).

Sec. 14.14.105. Sick leave the board of a regional educational district shall allow a teacher to draw not more than twice the amount of sick leave bank which a teacher has accumulated before the end of the school year, or 24 days, whichever is less. AS 14.14.105, 1 ch 76 SLA 1971; am § 1 c

Effect of amendments. — The 1978 amendment substituted "a regional educational district" for "directors of the state-operated school system" near the

Sec. 14.14.107. Sick leave a school district shall allow its certified employees a month of sick leave with pay.

(b) A certificated school employee from one school district to another school district, or to the Department of Education, or vice versa, may transfer all of the cumulative sick leave. It is the responsibility of the employee to file the transfer within 90 days of commencing work in the new district.

(c) The department may implement this section. AS 14.14.107, 1 ch 99 SLA 1974; am § 1 ch 118 S

Effect of amendments. — The 1978 amendment rewrote this section.

Sec. 14.14.110. Cooperation w

NOTES TO I

Risk of loss from damage to military reservation school. — Nothing in the

(d) The board may by regulation establish various classes of certificates. (§ 37-5-4 ACLA 1949; am § 1 ch 76 SLA 1962; am § 10 ch 98 SLA 1966; am §§ 13, 14 ch 32 SLA 1971)

Effect of amendment. — The 1971 amendment substituted "board" for "department" in subsections (c) and (d).

Legislative committee report. — For report on ch. 32, SLA 1971 (HB 111 am), see 1971 House Journal, p. 133.

ALR references. — Matters proper for

consideration in appointment of teachers, 94 ALR 1484.

Discretion of school authorities to deny to teachers certificate or license to which otherwise they would be entitled by law, 121 ALR 1472.

Sec. 14.20.030. Causes for revocation and suspension. The commissioner, or the Professional Teaching Practices Commission subject to the approval of the commissioner, may revoke or suspend a certificate only for the following reasons:

(1) incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;

(2) immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude;

(3) substantial noncompliance with the school laws of the state or the regulations of the department; or

(4) upon a determination by the Professional Teaching Practices Commission that there has been a violation of ethical or professional standards or contractual obligations. (§ 11 ch 98 SLA 1966; am § 1 ch 9 SLA 1975)

Effect of amendment. — The 1975 amendment substituted "commissioner, or the Professional Teaching Practices Commission subject to the approval of the commissioner" for "department" and "reasons" for "causes" in the introductory paragraph, inserted "or suspend" in that

paragraph, deleted "or" from the end of paragraph (2), added "or" to the end of paragraph (3), and added paragraph (4).

Quoted in *Walt v. Seward School Bd.*, Sup. Ct. Op. No. 267 (FDs No. 437), 421 P.2d 128 (1966).

Sec. 14.20.040. Applicability of the Administrative Procedure Act. The Administrative Procedure Act (AS 44.62) applies to all proceedings under § 30 of this chapter, and revocations and suspensions are final and reviewable in accordance with AS 44.62.560 — 44.62.570. (§ 12 ch 98 SLA 1966; am § 2 ch 9 SLA 1975)

Effect of amendment. — The 1975 amendment rewrote this section.

Sec. 14.20.090. Revocation of certificates.

Repealed by § 59 ch 28 SLA 1966, effective July 1, 1966.

Editor's note. — The repealed section derived from § 37-5-10 ACLA 1949, § 1, ch. 61, SLA 1965. See now AS 14.20.030.

TO Honorable Frank Ferguson
Alaska State Senate

DATE: April 30, 1981

FILE NO:

TELEPHONE NO: 465-2800

FROM:  Steve Hole, Administrator
Office of the Commissioner
Department of Education

SUBJECT: CS SB-119 (HESS)

This memorandum is in response to your request for our analysis of the cost likely to be occasioned by enactment of CS SB-119 (HESS).

* If we were requested to submit a formal fiscal note on the bill, that fiscal note would be zero with respect to the need for an increased appropriation required by the bill. That is, the bill only requires districts to inform and assist teachers with respect to housing. While I suppose it is possible that some districts may interpret that language as requiring them to subsidize teachers for the cost of housing, a literal reading of the bill does not lead us to that conclusion.

A recent survey of school districts resulted in the information which we conveyed to your office earlier: 18 districts are presently spending approximately 2.5 million dollars per year on teacher housing costs. I would hasten to point out, however, that those costs are likely the result of agreements negotiated pursuant to AS 14.20.550-610, and not from a state requirement that districts provide housing or subsidies therefor, to teachers.

For your additional information the State Board of Education during its April 1, 1981 meeting went on record as supporting the original SB-119 by a vote of 4-2.



NEA - ALASKA

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May 9, 1981

TO: Co-Chairs: Senator Don Bennett
Senator Ed Dankworth
Members of the Senate Finance Committee

RE: CS SB 119 (HESS)
"An Act relating to provision for adequate
housing for teachers in the public schools
in rural areas."

MEMORANDUM OF SUPPORT

NEA-Alaska respectfully urges and encourages a "Do Pass" recommendation on CS SB 119 (HESS). This bill does not have a real fiscal note per se. (See attachment, 30 April, Department of Education, Section 14.17.061 of current AS, pending legislation, HB 16 and HB 127, and SB 176). In addition there is also pending legislation attendant to all components of the housing circumstance; from mortgage money to non-conforming housing to the need to recognize the uniqueness of the different parts of our state.

Simply stated, all parties of interest, regardless of the side of the issue agree that there exists a problem. They further agree on the absolute need for a solution.

We respectfully request that the Committee review the attachments relative to the various components of the housing issue. With a rural teacher turnover of nearly 40% we cannot afford to not deal with the problem of stability of employment and continuity of educational programs and the education of our youth; our most important natural resource.

We have to start somewhere. School boards are the only entity that touches every village and segment of a District as a decision making body on matters pertaining to education. While it is inappropriate to compel them to go into "the housing business" it is certainly appropriate to place on them, as employers, a level of responsibility which begins to seek effective resolution to a very complex problem.

Thanks for your consideration of this very serious issue. We are hopeful that you will give due consideration to the issue and the attachments and urge a "Do Pass" recommendation to this legislation.

Respectfully submitted:

Robert Manners
Executive Secretary

RM:jw
Attachments

Original sponsors: Stimson and Fischer

Offered: 1/22/82
Referred: Rules

1 IN THE SENATE

BY THE FINANCE COMMITTEE

2 CS FOR SENATE BILL NO. 119 (Finance) am
3 IN THE LEGISLATURE OF THE STATE OF ALASKA
4 TWELFTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to housing for teachers in the public
7 schools."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. AS 14.08.101 is amended by adding a new paragraph to read:

10 may (10) assist employees in securing reasonable housing that is
11 consistent with community norms of substance and quality.

12 * Sec. 2. AS 14.08.111 is amended by adding a new paragraph to read:

13 shall (10) inform all new or transferred employees of the housing
14 circumstance generally and the specific problems, the specific
15 assignment locations of the regional educational attendance area,
16 including energy and maintenance costs.

17 * Sec. 3. AS 14.14.090 is amended by adding a new paragraph to read:

18 shall (8) inform all new or transferred employees of the housing
19 circumstance generally and the specific problems in the specific assign-
20 ment locations of the district, including energy and maintenance costs.

21 * Sec. 4. AS 14.14 is amended by adding a new section to read:

22 Sec. 14.14.095. POWERS. A school board operating schools in
23 may remote sites may assist employees in securing reasonable housing in
24 remote sites that is consistent with community norms of substance and
25 quality.

26 * Sec. 5. AS 14.20.030 is amended by adding a new subsection to read:

27 (b) certificate may not be revoked or suspended under (a)(3) or
28 (4) of this section for breach of contract if that breach by the certi-
29 ficate holder was within 30 days of the date of the commencement of

1 employment and was based on the failure of the employing board to comply
2 with the provisions of AS 14.08.111(10) or AS 14.14.090(8).
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May 9, 1981

TO: Co-Chairs: Senator Don Bennett
Senator Ed Dankworth
Members of the Senate Finance Committee

RE: CS SB 119 (HESS)
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Simply stated, all parties of interest, regardless of the side of the issue agree that there exists a problem. They further agree on the absolute need for a solution.

We respectfully request that the Committee review the attachments relative to the various components of the housing issue. With a rural teacher turnover of nearly 40% we cannot afford to not deal with the problem of stability of employment and continuity of educational programs and the education of our youth; our most important natural resource.

We have to start somewhere. School boards are the only entity that touches every village and segment of a District as a decision making body on matters pertaining to education. While it is inappropriate to compel them to go into "the housing business" it is certainly appropriate to place on them, as employers, a level of responsibility which begins to seek effective resolution to a very complex problem.

Thanks for your consideration of this very serious issue. We are hopeful that you will give due consideration to the issue and the attachments and urge a "Do Pass" recommendation to this legislation.

Respectfully submitted:

Robert Manners
Executive Secretary

RM:jv
Attachments

INTERESTING RURAL ACCOMMODATIONS:

"Our most bizarre housing dilemma at present is the lady teaching in Akiak who is forced to live in the jail--but she smiles: "They did give me a lease!"

This noteworthy piece of information on rural housing comes from a personal communication to Senator Terry Stinson from Ms. Rose Charles, a teacher at Kilbuck School in Bethel, Alaska.

RURAL TEACHER TURNOVER

<u>School District</u>	<u>1977-1978</u>	<u>1978-1979</u>	<u>1979-1980</u>
A	22%	25%	21%
B	33%	37%	34%
C	30%	75%	53%
D	62%	50%	68%
E	0	40%	75%
F	63%	39%	50%
G	39%	28%	30%
H	32%	27%	9%
I		31%	49%
J	22%	16%	34%
K	25%	16%	28%
L	28%	19%	25%
M	23%	23%	15%
N	38%	46%	30%

The above percentages include transfers, terminations, resignations, etc.

RANDOM COMMENTS ON ADEQUACY OF RURAL TEACHER HOUSING:

On February 24, 1981, Senator Terry Stimson requested information regarding rural teacher turnover from the Rural Education Attendance Areas of the State of Alaska. Below please find excerpts from some of those responding:

"Teacher turnover is, indeed, an important factor in the lack of continuity and other problems which have plagued rural Alaskan schools for years. The absence of adequate housing is certainly a significant factor in teacher turnover."

Aleutian Region School District

"By examining the teaching locations of those sites that experience high turnover it is a fact that these locations have inadequate teacher housing. There is a direct correlation to school sites with inferior teacher housing and high turnover, likewise, stability where adequate housing is provided."

Bering Strait School District

"As you are aware, teaching in a small rural community is a high stress occupation and "burn-out" is a very real hazard. It can occur under the best of conditions but poor working and living conditions certainly are part of total job satisfaction."

Iditarod Area School District

"The reasons for termination, transfers, etc. are given as poor housing or no available housing, personal, positions elsewhere, and pursuing other interests"

The Lake and Peninsula School District

RANDOM PASSAGES ON RURAL HOUSING:

The following passages have been taken from the Doctoral Dissertation by Dr. David Dickerson entitled: "Orientation Needs of Newly Hired Teachers in Rural Alaska:

"In the rural areas, housing is generally in short supply and substandard in comparison to what most teachers are accustomed. Overcrowding is a common situation as two or more families share a single family dwelling. Frequently a family may have to share its quarters with a single teacher. In some instances the teacher(s) may actually have to live in the classroom for an extended period, cooking on a hot plate, using the school toilets, and sleeping on the floor in a sleeping bag.

As most rural communities lack public lodging facilities it often befalls the teacher(s) to accommodate short term "guests." These "quests" are medical and other specialists, school maintenance and administrative personnel, and resource teachers who travel to the villages to perform their duties. Such "quests" must often share the teacher and/or school facilities."

"Forty-seven percent of the 70 respondents indicated they resided in school district housing. Of these, ten percent lived in apartments that were in the school building. Another 21 percent lived in other district owned housing and 16 percent were in units that were leased by the district and sublet to the teacher.

Only ten percent of the new teachers were living in their own house. Twenty-nine percent were renting from private sources and 14 percent indicated some other arrangement. Examples of the other category included living in military facilities or sharing a place with another teacher.

Most of the land in rural Alaska is owned by the government, either federal or state, and by Alaska Natives. There are only a few instances where parcels are for sale. Consequently private home ownership is not an option that is readily available to REAA teachers in most areas. Teachers are for the most part renters."

THE MOST STRIKING FEATURES OF THE COMMUNITY THAT
WERE UNANTICIPATED BY THE NEW TEACHERS

<u>Negative Features</u>	<u>Number of Times Mentioned</u>
That the town was flat and dusty and there were no trees or mountains nearby.	4

The filth and garbage in and around the school and the town.	3
The low quality of housing and lack of conveniences.	3
The complete isolation and lack of communications with the outside.	3
That there was no housing that could be bought to live in.	1
That the teacher housing was such a disgrace.	1
That things were so crude. (Bad language, poor treatment of whites, a lack of knowledge of the world, and the low academic standards)	1
That 1/4 of my freight, including groceries for the year had been stolen before I arrived, and the fact that mail is considered delivered when it is pushed off the plane at the airport.	1
The lack of water in the town.	1
That the town looked like a small town slum. The two groceries looked like houses, not like stores.	1
The total lack of organization in people's lives.	1
The high rate of crime and drug use among young people. Also, the corrupt officials.	1
That there was such a dichotomy between Indians and whites.	1
That non-Natives were excluded from services of the health clinic.	1
The amazingly high cost of living.	<u>1</u>
Total	24

MAJOR ADJUSTMENT PROBLEMS OF THE NEW TEACHERS
AS IDENTIFIED BY REAA SUPERINTENDENTS

	Number of Times Mentioned
--	------------------------------

Community and Location Factors:

Coping with isolation--the lack of services, social activities, transportation and communication	9
Living in poor, inadequate housing	7
Coping with the high costs of living and travel	2

THE MOST DIFFICULT ADJUSTMENTS AS IDENTIFIED
BY THE NEW TEACHERS

	Number of Times Mentioned
--	------------------------------

Community and Locational Factors:

Coping with isolation--the lack of services social activities, transportation and communication	16
Living in poor, inadequate housing	4
Coping with the high costs of living and travel	3

Karen Kallen
Akiak, Alaska 99552
February 5, 1981

Dear Ellen:

Since you've asked me to put this in writing and since I've been in tears all week and am seriously considering not returning to Akiak because of this housing mess, I figure I should put this in writing even though I'm feeling miserable and like doing nothing except catching the next flight out or sleeping indefinitely....

On November 5, 1980, I was brought to Akiak for an interview for immediate hire if Carlton was interested in having that. At that time, aware that there was a housing problem here, Carlton called Lillian Lliabon, Chair of the ASB in to confirm when there would be housing for me. Since I had moved three times since arriving in Bethel on September 7, 1980, I really felt like I needed secure housing soon. In short, I was burnt out on moving and needed to feel somewhat settled in order to do a job I would feel good about teaching. At that time, Lillian informed me that Akiak needed a teacher and they would do whatever was necessary to make sure I had housing within three weeks at the latest. I'm still waiting for housing.... On that word, I came to Akiak. Carol Hooker told me I was crazy to go before housing existed but I told her they had promised and foolishly, I believed that promise. (Those may have not been Carol's exact words but that was her message.)

On Carlton's urging, I moved into the old BIA building two weeks after I had begun teaching since nothing had been done on teacher housing during that time. I was constantly reminded how grateful I should be to Susan Hansen for allowing me to share her quarters (for half the rent). At that place, I had one room to call my own. With the heat going, my dog's wani would freeze in my bedroom. The light was inadequate for reading etc. so I could not do any work in my own space. The living room and dining room spaces were Susan's office space so I could not set up my loom, curl up and read, have children visit etc. etc. without disturbing her. Things were so miserable by Christmas that I determined I would move out even if it meant camping out in my tent. (At least it would be cheaper and psychologically, I would be prepared for the cold.)

When I returned from Christmas vacation, I discovered that the Kvammes had not fixed up the place (warehouse) they had promised to do. I had already bought a stove and stovepipe for it since Albert Kvamme told me he needed a stove before he could fix it up (i.e. it was too cold to work without one.) At that time, the other elementary teacher asked me to share her place. I was not very enthused because she shares with her boyfriend and there are only curtain partitions (which I made) but both she and her boyfriend insisted that they wanted me to share, it would help them out financially etc. So, I moved in on the promise that I could count on being there through the school year (i.e. May 15, 1981). About two weeks and some alcohol later, I got the message (Jan. 26, 1981) that her boyfriend did not want to share and I should move out by February 1, 1981. So, I went across the river and checked out the abandoned buildings there. One cabin appeared to be repairable, although not in that short a time frame. I was referred to a woman in Kvethluk who was the alleged owner. I went to great extremes to find a way down to Kvethluk to arrange renting and renovating it. Last weekend, she gave that permission after talking to Tim Williams, the mayor of Akiak. On Tuesday, we began fixing that place up. On Tuesday night, I was told that this woman had no claim on the property and that it belongs to someone who is outside somewhere in Nevada or Colorado or someplace like that. So, once again, in

desperation (and, now that I am physically sick, I really mean DESPERATION), I began looking at ANY alternative. Tim Williams, the current landlord for the shared rental, told me there would be big problems if I was not out by February 10, 1981. (I moved in on Jan. 10, 1981). The Corporation gave me permission to pitch a wall tent on their land. So, I rushed out, called Anchorage, ordered a wall tent via express shipping and went to sleep thinking that at last, I would have something to call home (after a pitiful fashion). This morning, I was informed that Akiak did not want me in a tent because what would people think of Akiak if they make their teachers live in tents etc. So, today people are thinking of renting me the jail. However, that means they must have several "emergency" meetings and no one knows how soon they will be able to do that. At this point, feeling very inefficient as a teacher, very drained and very depressed (both physically and emotionally), I feel anything that is done will be a Pyrrhic victory. Carlton seems to think it takes someone forcing the issue. I don't think it should be my place to have to force the issue. I don't think I should have to wait until long after the last straw was broken for something to happen.

It seems that no matter what I try to do, someone comes out of the woodwork and makes it impossible. For over three months I have told every-one that I have contact with that I NEED a place to live and that I will NOT stay in Akiak if I don't get it. Now that I feel betrayed, dumped on and in general, bad about being here, everyone wants something to happen. Even though, no one even knows yet what that something should or will be. At this point, Carlton feels I'm unreasonable if I won't stay next year. After all, next year there will be AVCP housing so a lot of places currently being used will open up. I don't think I can teach in a place where I can't believe anything I'm told. When I broke down a few days ago, I said that all these roadblocks made me feel like Akiak did not want me to stay. The women I know all got very upset and said that that was not so. They said they like me a lot. They want me to stay. They like Randy and want us to set up a home here. If this is what happens to teachers they like, I wonder what happens to teachers that are not liked....

I am not used to being physically unhealthy. I have been sicker this year than in the previous ten years combined (included common colds during those ten years.) What would happen to a less healthy person if I got this run down? What would happen to people who could not cut their own firewood or do any of a number of related things that I've had to do in the previous month.?

Carlton has had no complaints about my performance. I know, however, that I am functioning at very low efficiency. I am not doing a lot of things I believe should be done for my kids: mainly because I cannot get to material I have packed or because I have no time because I am chasing hither and yon to follow down one false housing lead after another. What else is there to say? Maybe I could elaborate a lot more and articulate things more coherently if I had time and space to unwind, clarify my thoughts and get a good night's sleep. I feel like I've given up---I'll get through this year but I'll go someplace that wants their teachers and will treat them like people, not dirt.

I'm sorry this has to be so negative. My kids are the only bright spots here and I am not looking forward to breaking their trust by telling them I will have to leave. That is, perhaps, the biggest bummer in this whole raw deal

Wilson

Karen Kallen
Arlicaq School
Akiak, Alaska 99552
April 8, 1981

Terry Stimson
Pouch V
Juneau, Alaska 99811

Dear Mr. Stimson:

I am currently teaching in Akiak and have experienced quite a ridiculous situation regarding teacher housing, or, more appropriately, the lack of it. I have just heard that you are introducing a bill concerning this so I'd like to give you an awareness of the general situation in Akiak as well as my extreme one. I hope this gets to you in time to help.

I arrived in Akiak in early November to teach grades 5-7. I had been student teaching at M. kelnguut Elitnaurviat in Bethel. I was brought to Akiak to interview with the principal/teacher for the job. Being aware of the housing problems, and, having moved three times in the three months I was in Bethel, I asked about housing. Lillian Lliaban (as a member of the ASB and the village corporation, Kokarmiut's board), Carlton Kuhns, the principal/teacher and Sharon Igou, the village principal all assured me that the houses the corporation was building would be completed "within two-to-three weeks" and that housing would be available for me at that time. Based on this promise (which I was assured I could count on), I accepted the position in Akiak. I came to Akiak expecting to "rough it" for at most three weeks.

I spent the first couple of weeks camping out on my classroom floor. My principal was uncomfortable with this. Since there had been no work done on the corporation houses, he encouraged me to move in with the contract school teacher (as a temporary measure only). I did this. I paid \$175.00 dollars a month for use of a dingy bedroom which remained below freezing temperatures even with the heater going full force. (My dog's dishpan of water would freeze solid in less than twenty minutes.) I remained there until Christmas.

Since nothing had been done on the corporation's houses, I tried to find my own accommodations. I went across-river to check out the old buildings. I found some I thought I could make liveable. I was told I needed Albert Kvamme's permission to fix any of them up. When I asked him for permission, he said he would fix up a storage shed on his property if I would buy a stove (since it was "too cold to work"). So, I spent just over \$100.00 on a stove and stove-pipe and agreed. I was feeling desperate.

By January, nothing had been done there. My stove and pipe just sat. The corporation houses showed some work but many parts were still lacking. At that time, the other elementary teacher and her partner requested that I move in with them. I was promised that I could count on it through May 15, 1981 (our last teaching day). So, I paid \$200.00 a month to live in a tiny room (6'X9') in a building that had no insulation on the floor. Our heat was an Army-Navy wood space heater, when there was wood. Since I didn't have a sno-go or

chainsaw, I was limited as to how I could get a reasonable quantity of wood myself. When I moved in, I had been promised heat. When the heat was out, my roomates just stayed with family (in a warm house). My alternative was the classroom floor. Before the month was out, this teacher's partner decided he really didn't want to share with anyone. I was given 2½ days notice to move out. I argued for at least a full month since they wanted a month's rent and they went along with it. This gave me 10 days to locate housing.

During the time I had moved in here, the principal/teacher was evicted (because the family was returning; they still haven't returned). He moved into one of the corporation houses. A teaching couple who had been made homeless (by the teacher and her partner I shared with in the preceding paragraph) during Christmas vacation moved into the other house that was built. Neither house was completed at the time. But, they were "liveable". (I understand that they are paying reduced rent until they are finished. They are all satisfied with this agreement.) So, once again, I was left to find housing where there was none.

I was sent on a wild goose chase to get permission from a woman in Kwethluk to fix up a cabin on the far side of the river. I got her permission and began work on the house only to find out that her family sold the property in 1954 and the people who sent me to her knew all the time that she had no claim on the place.

Feeling very frustrated and very desperate, I ordered a wall tent and got permission from the corporation to put it up on some of their land. The next day, they changed their minds. The reason I was given was that it would give Akiak a poor name if the teachers lived in tents. When I asked where I was supposed to live, the mayor and the City Council decided to lease me the jail. (I insisted on a lease because I was tired of people "changing their minds".)

On February 9, 1981, I moved into the Akiak City Jail. This is a plywood structure about 16' square divided into four cells and a main room. There is no insulation on the floor or ceiling as far as I can tell because they were ice coated for several weeks. The heat source is a wood space heater. I was responsible for getting wood. By then, I had had the foresight to acquire a chainsaw and I borrowed a teacher's snow machine. Because it is all plywood and so cramped (16x16 divided is very different from an open room that size), it is a real fire trap. The only way in or out is past the stove. There were no beds, shelves, honey buckets, water buckets etc. I just rented the bare place. So, I proceeded to spend most of my next salary building the needed things (lumber is expensive in the village) and buying the rest from Bethel. Since my lease was signed through the last day of school, I thought I was safe. Not so. I was told in the beginning of March that the City Council had changed its mind and my lease didn't mean anything. After several days of being hassled, I was told that, for the time being, they would let me stay. At that time, I wrote Representative Vaska of my distressing plight. All my anxiety proved warranted; on April 1, 1981, I was once again told that I would have to move by the 15th. At this point, we are at a standstill. I was finally pushed far enough to risk polarizing my position with the village. I sent a letter to the Council informing them that I did not believe anything they said since it seemed no one ever had the authority to tell me the truth. If they wanted to change anything, I told them I expected it to come in proper legal format as I had a legal lease and would sue for breach of contract if I had to. I sent a letter to each of our ASB members appealing them

for help along with a carbon copy of the letter to the City Council. I have gotten no formal response. Rumor has it that I will be left alone for the duration of the lease. Who knows? If I am not, my only option is to camp out (either literally or in the school). There is NO place in Akiak that anyone will rent. If I break my contract on the grounds that I cannot teach if there is no place for me to live, I understand that the District will probably see to it that my teaching certificate is revoked. It does not appear that anything is resolved for next year. Perhaps the corporation will build more houses. Even if they do, it appears likely that they may be under construction for at least half of the school year. It is not my nature to be so cynical. That is what I have learned this year. No doubt, some of it rubs off on my students. How many times can they see you in tears and get "I don't know" to their questions of "Why do they do this" before they start to mistrust? Apparently there are a lot of people in Akiak who want me here. However, they do not hold the political power to do what is necessary for me to return--make sure I have housing I can count on. How does the high rate of teacher turnover affect our children? I think a lot. I was asked every day for my first two months if I was staying. If I went to Bethel, the kids all worried that I wouldn't come back. Should children be burdened with this? They ask because they have gone through several sets of teachers in the past two years. Some of them did not stay the full teaching year. There was a vacancy in November because "no one in their right mind would want to go to Akiak". Why not? The only complaint I have is related to housing. But, it is serious enough so I doubt I'll be back.

I am not the only teacher to suffer housing troubles here. Mine has been the most extreme. Perhaps because I will bend over backwards until I am at the breaking point. The teaching couple that lost their right to a home during Christmas were living in a cold building for \$400.00 a month. In addition, heating oil ran them \$85.00 every 8-10 days depending on how cold it was. That is most of a teacher's salary. For that, the house was never comfortably warm except right next to the stove.

They lost their "right" to the house because the landlord's son is partnered up with another teacher. The landlord got tired of them living in his house. So, he decided he would rent his place to his son's girlfriend. After all, she's a teacher and can pay the expenses. That particular building was shared by five teachers at one point. There are no separate rooms in it. That's very close quarters for non-related strangers (which the teachers were at the beginning of the school year) by anyone's standards, don't you think? There is always the theoretical question of whether that teacher would have "shacked-up" with this guy in the first place had she had a home. That will remain unanswered.

I came to Akiak to teach children. I like the village (except for the politics which affected my ability to live in a set place for any length of time), the people and, especially the children. A teacher needs to be in a good frame of mind to give their "all" to their students. The children here certainly need that much. They are sorely lacking in many skills. Needless to say that, despite however good a job I have done, it would have been substantially better if my energies had been free to devote to my students instead of into housing and politics. All that time was time away from the kids. There is never any way to make that up. Many people seem surprised that I put up with so much for so long. It isn't surprising when you realize that the children weren't responsible.

They were the victims even more than I was. That is the saddest thing about this mess. Whatever they missed, is lost. You can never remake a moment. You can only work with what is here now. Those children have lost a lot of moments with a lot of different teachers for the same unnecessary energy drains.

Since there is no room in my classroom for all the books and teaching supplies I shipped here, they sit in stacked cartons. There have been many opportunities for true learning when a child got motivated and there were not materials in the school. I had to know that if I only had time to get all those boxes unpacked, someplace in there was just the right book/material for that child. That is a painful awareness for a teacher. The child is the one that misses out. That is the bottom line.

I am typing this out in a hurry in case it does you any good. There are many details which have been omitted. If this seems a bit disjointed or if I miss my typos, it's because I'm tired of spending so much time on housing. I have lots of schoolwork to do. Once again, I've spent all my after school time on housing. My night will have to go to the readying of materials. Teaching, especially under these conditions, is the better part of a 24-hour a day job. That takes its toll physically too.

If I can answer any questions or give you any better glimpse of teacher housing in the bush, let me know. Better yet, come see for yourself. You are welcome to stay at the Akiak City Jail provided it is still my home.

Thank you for your efforts concerning teacher housing and anything you try to do on homeless teachers' behalf.

Sincerely,

Karen Kallen

Karen Kallen
Arlioq School
Akiak, Alaska 99552

April 1, 1981

Sharon Igou, Village Principal
Lower Kuskokwim School District
P.O. Box 305
Bethel, Alaska 99559

Dear Sharon:

Once again (has it ever ceased?) housing is a crisis in Akiak. This morning, I was given a message (via word-of-mouth) that the Akiak City Council has once again decided that they want to break their lease on the City Jail, and force me out of my "home". I moved into the jail on February 9, 1981 after the City gave me a lease through May 15, 1981 (our last day of school). This was my fourth move (eighth attempted move) since my arrival in Akiak in November, 1980.

Last month, the Akiak City Council decided they wanted to break the lease. I went to our A.S.B. meeting and, some of the members who are also on the City Council, decided that they should wait until the Council had a meeting I could attend. When I went to the meeting, I was sent away by Tim Williams, Senior, the mayor. He told me they would get me when my housing issue came up for discussion. I waited home all night but was never called back to the meeting. The next Monday, I was told that the Council had decided to let me stay. Now, three weeks later, they've changed their minds. Again. What am I supposed to do?

Since my arrival in November, all I have tried to do is teach my students to the best of my abilities. Moving (or facing the prospect of having to) every three weeks interferes with this. I know that I could do an even better job if my energies were solely directed into my class instead of dividing them with village politics.

Since there is no place in Akiak for me to move, and since my efforts to pitch a wall tent or fix abandoned cabins and storage sheds have been thwarted, I don't see how I will be able to continue to teach and meet the terms of my contract if this latest decision by the City Council is pursued. It seems that having a lease, a "legal" right makes no difference at all when teacher's rights are concerned.

Since I was promised secure housing within two to three weeks of my date of hire, I'm wondering if there is any help the District can give me to ensure that I am able to complete this school year. It doesn't seem fair that I should have to fight this all alone when the answer to my question about housing had a lot to do with my signing my contract in the first place.

I'm beginning to believe that Akiak (or at least certain key political figures) does not want teachers. I must either be a fool or terribly naive to believe they do. Even parents tell me that this situation is ridiculous and that I'm a fool for putting up with it. The feedback I get from parents is positive so I do not believe this is a personal attack towards me. Rather it appears to be the confusion by some locals as to how they want to use their political power.

Because it has never been fully resolved between themselves, it keeps surfacing and I happen to get caught in the middle.

What do you think I should do? Any advice and/or assistance you can provide will be greatly appreciated.

Sincerely,

cc: Bill Ferguson
Allen Winterstein
Carlton Kuhns

PLEASE OBSERVE THIS IS JUST A DUPLICATE OF THE ORIGINAL LETTER, DUE TO THE FAINTNESS OF THE LETTER IT WAS NECESSARY TO RE-TYPE IT.

Karen Kallen finally left. Her last week. When she
decided she couldn't even stay in the jail, she got
up

By the way Karen was not an NEA member!

Rose

ANNETTE ISLANDS SCHOOL DISTRICT

P.O. BOX 7

METLAKATLA, ALASKA 99926

(907) 886-6332
Supt. Office

(907) 886-4121
Elementary School

(907) 886-6000
Jr. - Sr. High School

February 18, 1981

Dear Legislator:

I am writing about concerns that I have in regards to problems with teacher housing in Alaska rural schools. For example, the past two years since I have been superintendent at the Annette Island School District we have had to hire only single teachers, or at least married teachers with no children, for the last 3-4 job vacancies because living quarters are so limited.

Further housing is so restricted in the Town of Metlakatla that one fifth of our faculty have to live 8 miles out of town, over a very primitive road, in old Coast Guard quarters. We do not get as full service from these teachers as from those who live right in town. Informal surveys show they are in the classroom preparing less time and they participate considerably less in school -Community activities.

The 1980 Alaska legislature passed Bonding Proposition G to allocate \$1,000,000 toward the construction of teacher housing in Alaska School Districts (see attached). This money has been turned over to the Department of Transportation but nothing has been done with it to date.

It seems to me that a good way to use this \$1,000,000 to help alleviate the teacher housing shortage is to provide each school district with 3-4 housing units. Then the rent money generated from these units could in turn be used to maintain and increase the number of teacher housing units in the District.

We want to keep good teachers in our district and to have them housed so that they are able to contribute to their full potential. I believe that the funds allocated through Proposition G can help us solve our acute housing problems, and would appreciate your response to my suggestion. Also, the legislative intent needs to be clarified because the legislation states "Statewide" teacher housing. Does this mean Anchorage, Ketchikan and other city districts are to be included?

Sincerely,
Annette Islands School District

Larrah Rocheleau

Larrah Rocheleau, Superintendent

REAA #20

March 27, 1981

Senator Terry Stimson
Senate Office
State Capitol Building
Juneau, Alaska 99811

Dear Senator Stimson:

The Bettles Community School Committee wishes to express its support for both SB-119 and SB-23.

SB-119: At the beginning of the 80-81 school year, we were faced with the problem of providing housing for a 3rd teacher. Since the funding for such housing was not available through the district, it fell upon the community to find a solution. The problem was resolved on a temporary basis with no guarantees for the 81-82 school year.

The Department of Transportation restrictions on leasing airport land to individuals for housing plus the fact that all native land is still in trust with the state have only added to the problem. This may make the situation in Bettles unique but it's doubtful.

If competent teachers are to be attracted to the outlying areas, adequate housing has to be available.

SB-23: Having just reviewed and approved the local site budget for the 81-82 school year, we are acutely aware of the impact inflation is having on educational spending.

While overall budget figures increase, the end result, which should benefit the students, seems to decrease.

An increase in the instructional unit will provide the funding for more and better services and supplies for our children.

Please copy and distribute this letter among your constituents as you see fit or, if you feel that a copy from us will have a greater impact, please contact us.

Sincerely,
Bettles Community School Committee
General Delivery
Bettles, Alaska 99726


Dean M. Morris
Secretary

SCHOOL DISTRICT

LA 99926

(907) 886-6000
Jr. - Sr. High School

GALENA, ALASKA 99741
PHONE (907) 656-1247 1205

SUPERINTENDENT'S
OFFICE

March 12, 1981

in regards to problems
schools. For example,
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Stimson

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Proposition G to
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School District
Relean
Superintendent

For the Galena City School District has directed me
that they support this bill because housing has be-
problem and will lead directly to the quality of
ation that will be coming out of Alaska and partic-
reas.

The Galena City School District has the same housing
the REAA's. Thus, the board would like to be added
this bill and other city districts that have the same
as the REAAs.

This bill has been referred to committee.
for consideration.

Sincerely,

Harry Purdy
Harry E. Purdy, Superintendent

March 27, 1981

Senator Terry Stimson
Senate Office
State Capitol Building
Juneau, Alaska 99811

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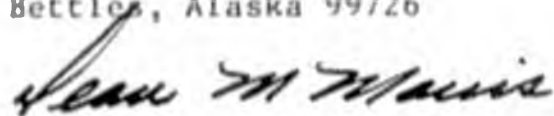
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Sincerely,
Bettles Community School Committee
General Delivery
Bettles, Alaska 99726

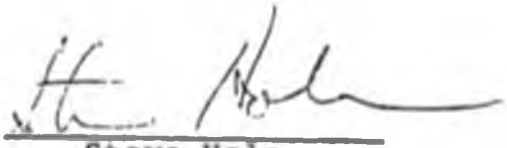


Dean M. Morris
Secretary

Department of Education Position Paper on SB-119

The department and the State Board of Education support this bill.

4/9/81
Date


Steve Hole