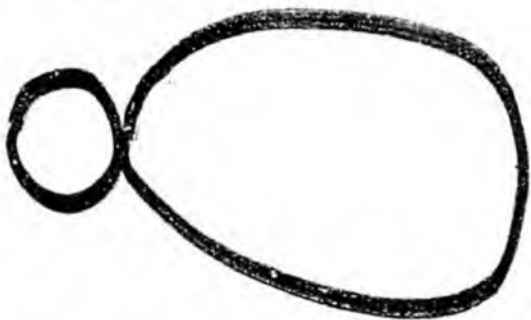
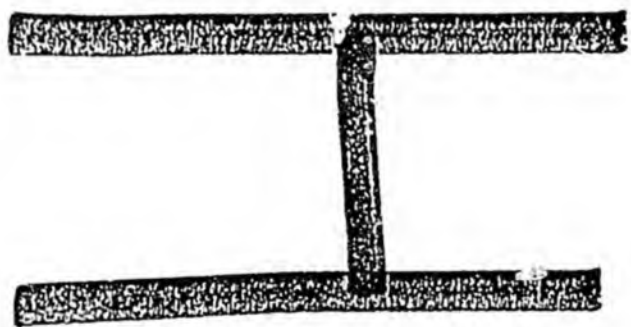
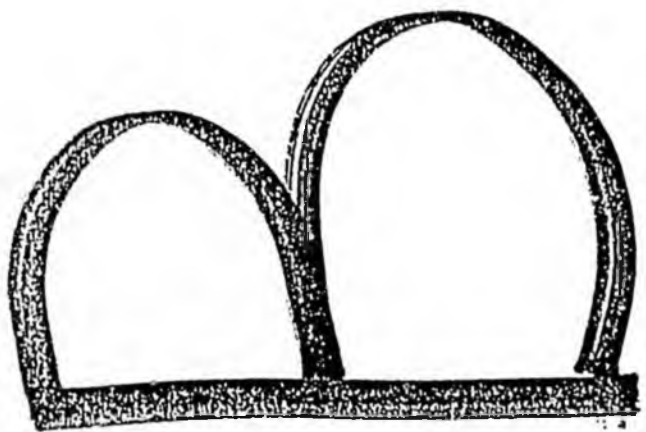


ALASKA LEGISLATURE COMMITTEE FILES 1987-1988 8672

4531 HHS HB 189 - HB 199

103



STATE OF ALASKA
THE LEGISLATURE

POUCH Y - STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

LEGISLATIVE AFFAIRS AGENCY
LEGISLATIVE REFERENCE LIBRARY

May, 1988

Copies of minutes listed below were originally included in this file. The minutes are available on the STAIRS database CMPR. In order to save space copies of minutes have not been left in the files.

Mary Van Nimwegen

House Hess

April 2, 1987

April 28, 1987

Feb. 24, 1988

Feb. 25, 1988

BILL NO:CS HB 189 (HESS)

DATE: March 29, 1988

TITLE: An Act Relating to Divorce
and Dissolution

CONTACT: Barbara Miklos
Executive Director
Council on Domestic Violence
and Sexual Assault

DEPARTMENT OF
PUBLIC SAFETY
P
R
I
N
T
I
N
G

HB 189 proposes changes which address current inequities in the divorce and dissolution statutes. The Council supports the bill, but has reservations about Section 1 (AS 25.24.140(c), Section 8 (AS 25.24.210(e)(7) and Section 13 (AS 25.24.220(g)(2).

The proposed wording in Section 1 provides that the court may order mediation, but does not prohibit mediation in cases where domestic violence has occurred. Effective mediation depends on the equality of personal, social and economic power between the parties. Violence in a relationship gives unequal power to the violent person; violent men physically coerce and psychologically dominate and intimidate battered women. We have concerns that women may agree to mediation through fear and intimidation unless mediation is prohibited where domestic violence has occurred.

In Section 8, AS 25.24.210(e) is changed to require that the petition for dissolution state "whether a domestic violent complaint has been filed during the marriage by a member of the household." Many women in violent marriages have not filed domestic violent complaints for a number of reasons, including they lived in rural areas where filing would be extremely difficult, they felt it would not relieve the violence or they do not know how to file domestic violence complaints. Thus, it would be preferable to change this section to "whether domestic violence has occurred in the marriage." Also, since changes were made in Section 13 but not in Section 8, the sections are no longer consistent.

Section 13, amending 25.24.220(g)(2), requires a heightened level of scrutiny in dissolution agreements if "a domestic violence complaint has been filed during the marriage by a member of the family or there is evidence of significant domestic violence during the marriage." We question how the court would define "significant domestic violence" - broken bones? concussions? Victims of domestic violence tend to minimize the violence that has occurred. The Council recommends changing this section to "domestic violence has occurred in the marriage."


Arthur English
Commissioner

BILL NO: HB 189

DATE: March 31, 1987

TITLE: An Act relating to divorce and dissolution

CONTACT: Barbara Miklos
Executive Director
Council on Domestic Violence
and Sexual Assault

OFFICE OF
THE
ATTORNEY
GENERAL

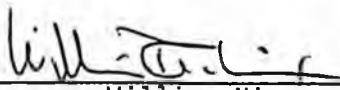
RECEIVED
MAY 1 1987
STATE OF
MISSISSIPPI

The Council on Domestic Violence and Sexual Assault supports HB 189. The Council's endorsement and concerns focus on those provisions in Sections 1, 4, 8, which specifically impact victims of domestic violence.

The Council has concerns about Section 1, Section 25.24.140(c) concerning mediation. The major concern is that the provision for mediation does not exclude cases in which there have been domestic violence. Effective mediation depends on the equality of personal, social and economic power between disputing parties. It is a self-directed, rule-free process where each party is her or his own advocate. Violence in a relationship seriously distorts the power balance. Violent men physically coerce and psychologically dominate battered women by intimidating them into silence regarding their own or their children's needs for support, custody and visitation. The safety and rights of battered women, however, are not negotiable. Therefore, the Council urges that at a minimum, an exception be inserted to prohibit mediation "if domestic violence has occurred in the marriage".

Section AS 25.24.220 8(h)(2) requires a heightened level of scrutiny in dissolution agreements if "a domestic violence complaint has been filed during the marriage by a member of the household." In relationships where domestic violence exists, victims often have experienced long term intimidation by their spouses and may be so anxious to get free of the relationship that they will agree to a dissolution agreement on the terms the spouse dictates as the easiest way out for them. In cases of domestic violence, experience has shown that the intimidation that occurs often takes the form of "brain-washing" so that the victim loses confidence in her ability to make decisions and comes to devalue her judgement and her sense of worth. Yet a woman may appear to be in agreement should she come before the judge and is not questioned about her understanding and the long-term consequences of the agreement. The increased judicial scrutiny called for in this legislation will further protect victims of domestic violence.

Although the Council supports the inclusion of domestic violence as a reason for greater scrutiny, we prefer language which states that a heightened level of scrutiny is required if "domestic violence has occurred in the marriage." With this wording, a petitioner could indicate if domestic violence has occurred. With the present language, the information would still need to come from the petitioner yet it would be very difficult to verify the information since not all domestic violence complaints are recorded by police agencies. Also, in rural and isolated areas where police protection is sporadic or nonexistent, victims of domestic violence might never have had an opportunity to file a complaint. These victims should still be entitled to heightened judicial scrutiny.



William Nix
Acting Commissioner

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

REQUEST: _____
 Revision Date: _____
 Title: An Act relating to divorce
and dissolution
 Sponsor: Rules/Governor
 Requestor: House HESS

Bill Version: HB 189
 Publish Date: _____

Agency Affected: Public Safety
 BRU: Council on Domestic
Violence & Sexual Assault
 Components: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0

CAPITAL						
----------------	--	--	--	--	--	--

REVENUE						
----------------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Prepared by: Barbara Miklos, Executive Director
 Division: Council on Domestic Violence & Sexual Assault
 Approved by Commissioner: [Signature]
 Agency: Public Safety

Phone: +65-4356
 Date: 3-31-87
 Date: 4/1/87

- Distribution (by prepare...)
- Legislative Finance
 - Legislative Sponsor
 - Requestor
 - Office of Management and Budget
 - Impacted Agency(ies)
 - Senate Secretary

HOUSE COMMITTEE REPORT

426

(7)

Date referred: 3/18/87

FURTHER REFERRALS:

Judiciary

DATE: 2-25-88

The Health, Education and Social Services Committee has considered HB 189

"An Act relating to divorce and dissolution."

RECOMMENDS:

- replace with CS HB 189 (HESS) the same title
- attached amendment(s) a new title
- do pass
- do not pass
- no recommendation
- individual recommendations
- additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(S):

- fiscal impact same as previous fiscal note published _____
- zero fiscal note same as previous zero fiscal note published _____
- zero with analysis

SIGNING TO PASS:

W. E. Koppa

J. L. Ellis

W. L. Schunberg

W. J. Kuley

SIGNING OTHER RECOMMENDATIONS:

Bill Hays - No Rec.

ROSE E. BELL - No Rec.

W. J. Kuley - No Rec.

W. E. Koppa
cc - Chairman's signature
J. L. Ellis

HB 189 -- "An Act relating to divorce and dissolution."

FILE CONTENTS

- 1) Copy of House Bill 189
- 2) Fiscal Note, 3/18/87, Office of the Governor
- 3) Letter from Governor Cowper to Speaker Grussendorf dated 3/16/87
- 4) Position paper, William Nix, Department of Public Safety, with Fiscal Note
- 5) 1986 Bill history for HB 496
- 6) Sections of Statute repealed and reenacted in HB 189
- 7) Fiscal Note, Alaska Court System, 4/1/87
- 8) Alaska Women's Commission analysis
- 9) Testimony and proposed amendment of Daryl Methvin

STEVE COWPER
GOVERNOR



STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

4-3186

March 16, 1987

The Honorable Ben Grussendorf
Speaker of the House
Alaska State Legislature
P.O. Box V
Juneau, AK 99811

Dear Representative Grussendorf:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill to amend Alaska statutes regarding divorce proceedings and marriage dissolution proceedings. The bill provides expressly for spousal support and attorney fees to be awarded during the pendency of divorce proceedings. It also requires a greater judicial scrutiny of marriage dissolution agreements in specific situations. With some of its clean-up and technical amendments, the bill seeks to simplify the dissolution statutes by removing the present inconsistency in references to the dissolution petition being "filed" or being "brought." (Normally, "actions" are "brought" and "petitions" are "filed.") A brief section-by-section description follows.

In sec. 1, the bill repeals and reenacts AS 25.24.140(a) to deal more specifically with attorney fees and costs, and to state that the court may require one spouse to provide reasonable spousal support, including medical expenses, as well as child support, during the pendency of the divorce proceedings. Existing AS 25.24.140(b) allows the court to restrain either spouse from disposing of property of either party during the pendency of the action. The bill repeals and reenacts AS 25.24.140(b) to provide that during the pendency of the proceeding, the court may issue an order restraining a spouse from disposing of the property of either spouse, or marital property, without the permission of the other spouse unless there is a court order. The court may also order that each spouse be restrained from subjecting the other spouse or another person living in the household to domestic violence, that one spouse vacate the marital residence, or that one spouse be restrained from communicating directly or indirectly with the other spouse or from entering a vehicle in the possession of or occupied by the other spouse.

Proposed AS 25.24.140(c), also in sec. 1 of the bill, goes on to provide that if both parties are in agreement, the

court may order them to participate in personal or family counseling or mediation.

The bill amends AS 25.24.160(a)(4) to include retirement benefits and career assets in the property that may be divided at the time of divorce. (Section 2 of the bill.)

AS 25.24.200(a), (b) and (c) are then amended in sec. 3 to reflect that property to be distributed in a property settlement in a dissolution proceeding includes retirement benefits and other career assets. AS 25.24.200(c) is also amended to require, through reference to AS 25.24.220(i), that if only one party is represented by an attorney, if a family member has filed a domestic violence complaint, or if there are minor children of the marriage, a spouse may not waive his or her right to answer the petition, or to receive notice of the hearing. A third amendment to AS 25.24.200(c) requires that when a party does execute a waiver he or she must acknowledge under oath that the dissolution petition constitutes the entire agreement between the parties.

Section 4 of the bill repeals and reenacts AS 25.24.210(e) to provide that, in addition to the statements currently required in a dissolution of marriage petition, the parties must also state whether either spouse requires medical care or treatment, whether a domestic violence complaint has been filed during the marriage, whether either party has received the advice of legal counsel, and whether the petition constitutes the entire agreement between the parties. A reference to retirement benefits and other career assets has also been added, to correspond to other amendments made by the bill.

Section 5 of the bill repeals and reenacts AS 25.24.220(b) to require that both parties must attend the dissolution hearing personally and not through counsel if one party is represented by counsel and the other is not, if a domestic violence complaint has been filed during the marriage, or if there are children of the marriage.

AS 25.24.220(d) is amended in sec. 6 to require that the written agreements of spouses who have filed for dissolution of their marriage under AS 25.24.220(a) constitute the entire agreement between the parties. Other conforming amendments are also made in AS 25.24.220(d). This statute currently uses the legalese triplet "fair, just, and equitable" as the standard for acceptable agreements between the spouses. The bill removes the redundancy and relies simply on the word "just."

AS 25.24.220(c) is amended in sec. 7 of the bill to require that the court's amendments to written agreements must be agreed to by both petitioners in writing and on the record. Other conforming amendments are also made in this subsection.

AS 25.24.220 is further amended by adding two new subsections that require that, for a dissolution petition filed under AS 25.24.200(a), the court will use a heightened level of scrutiny if one party is represented by counsel and the other is not, if a domestic violence complaint has been filed during the marriage by a member of the family, or if there are any minor children of the marriage. If these special conditions do not exist, the standard for the court's review will be that the agreement is not grossly unjust. (Section 8 of the bill.)

AS 25.24.230(a) is repealed and reenacted to require that if the dissolution petition is not subject to AS 25.24.220(h), the court, in granting the dissolution, must find that the written agreements regarding spousal support and tax consequences, division of property including retirement benefits and other career assets, and allocation of obligations, are not grossly unfair. In this case there would be no children of the marriage to consider. (Section 9 of the bill.)

Section 9 also repeals and reenacts AS 24.24.230(b) to require that, if there are children of the marriage, if only one party is represented by counsel, or if a complaint for domestic violence has been filed during the marriage (i.e., if the dissolution petition is subject to AS 25.24.220(h), the standard to be used by the court in review of the written agreements is that the agreements are just.

Under both AS 25.24.230(a) and (b), the court must find that the parties understand the nature and consequences of their action and that they entered into the agreements voluntarily and free from coercion.

The language of existing AS 25.24.230(b) -- (c) appears as AS 25.24.230(c) -- (h) in the attached bill, with some minor corrections and conforming language changes. (Section 9 of the bill.)

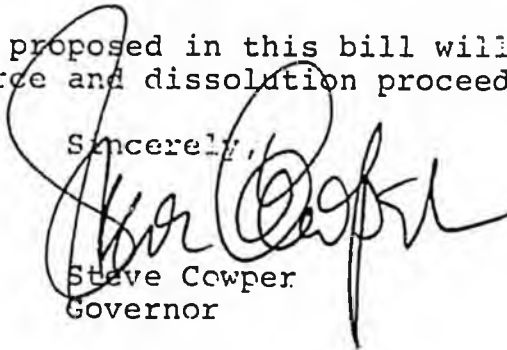
AS 25.24.250 is amended in sec. 10 by adding a new subsection that requires that the forms or instructions prepared by the Department of Law and the Alaska Court System for use by the public must specify that the dissolution petition constitutes the entire agreement between the parties, and

the forms or instructions must provide examples of the kinds of property and obligations that are subject to distribution.

Section 11 of the bill adds a new section to AS 25.24 to define "career assets." That term relates to the petitioners' property, and is added to AS 25.24 in several places by the bill, as described in this letter.

I believe that the changes proposed in this bill will result in greater justice in divorce and dissolution proceedings.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Cowper", written over the typed name and title.

Steve Cowper
Governor

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

Bill Version: HB 189
Publish Date:

REQUEST: _____

Revision Date: _____ Agency Affected: Alaska Court System
Title: An act relating to divorce and BRU: Trial Courts
dissolution.
Sponsor: Rules by request of governor Components:
Requestor: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
Personal Services	81.7	81.7	81.7	81.7	81.7
Travel	10.4	7.5	7.5	7.5	7.5
Contractual
Supplies
Equipment	8.2	. . . .	. . . .	. . . .	. . . .
Land & Structures
Grants & Claims
TOTAL OPERATING	0.0	100.3	89.2	89.2	89.2	89.2
CAPITAL
REVENUE

FUNDING: (Thousands of Dollars)

General Funds	0.0	100.3	89.2	89.2	89.2	89.2
Federal Funds	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Other	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
TOTAL	0.0	100.3	89.2	89.2	89.2	89.2

POSITIONS:

Full-time	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Part-time	. . . .	3.0	3.0	3.0	3.0	3.0
Temporary	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .

ANALYSIS: (Attach a separate page if necessary)

See attached analysis.

Prepared by: Karla Forsythe, General Counsel
Division: Alaska Court System

Phone: 264-8228
Date: 4-1-87

Approved by: *Stephanie J. Cole*
Stephanie J. Cole, Deputy Director
Agency: Alaska Court System

Date: 4-1-87

- Distribution (by preparer):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management & Budget
Impacted Agency(ies)
Senate Secretary

ALASKA COURT SYSTEM

HB 189 - FISCAL ANALYSIS

Personal Services:	Salary	Benefits	Total
Special Master, Range 24A, Fairbanks, PPT - 6 months	\$32,310	\$8,789	\$41,099
Custody Investigator, Range 18A, Anchorage, PPT - 6 months	18,774	5,781	24,555
Court Clerk II, Range 10B, Palmer, PPT - 6 months	11,790	4,228	16,018

Total Personal Services			81,672

Travel:			
Custody investigator travel-			
Monthly service to Kenai and Kodiak. Quarterly service to Ketchikan, Sitka, Wrangell, & Petersburg			7,500
Forms Committee meeting- (one time cost)			
Cost of Dissolution Forms Committee meeting in Anchorage for two days with one and one-half days of in-transit time.			2,900

Total Travel			10,400

Equipment: (one time cost)			
Desk, chair, filing cabinet, and typewriter for each new employee			8,202

Total First Year Cost			\$100,274
			=====

ALASKA COURT SYSTEM

HB 189 - FISCAL ANALYSIS

Summary of FY 86 Filings - Dissolution of Marriage

Court	Number of Filings	Estimated # of Cases Involving Children (1)	Estimated # of Cases Requiring Custody Investigation (2)
Anchorage	1,703	1,141	114
Fairbanks	511	342	34
Palmer	222	149	15
Kenai	193	129	13
Koçiak	76	51	5
Juneau	195	131	13
Ketchikan	111	74	7
Sitka	37	25	3
Wrangell/ Petersburg	30	20	2

(1) Two-thirds of dissolution cases are estimated to involve children.

(2) Ten percent of dissolution cases involving children are estimated to require custody investigations.

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

No. 1

REQUEST: _____

Bill Version: HB 189
Publish Date: HOUSE 3/18/87

Revision Date: _____
Title: An Act Relating TO
Divorce and Dissolution
Sponsor: Rules Committee
Requestor: Governor

Agency Affected: Office of the Governor
BRU: Special Offices/Commission:
Components: Alaska Womens Commission

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING		0	0	0	0	0

CAPITAL						
----------------	--	--	--	--	--	--

REVENUE						
----------------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL		0	0	0	0	0

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Prepared by: Michael A. Nizich, Director *MAN*
Division: Administrative Services

Phone: 465-3616
Date: 3-9-87

Approved by Commissioner: Carol P. Kastelic *CPK*
Agency: Office of the Governor

Date: 3-9-87

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)
- Senate Secretary



STATE OF ALASKA
OFFICE OF THE GOVERNOR

ALASKA WOMEN'S COMMISSION
3601 C STREET - SUITE 742
ANCHORAGE, ALASKA 99503

HOUSE BILL 189

There are five areas in which HB 189 differs from SCS CS HB 496 (Fin), a bill which was before the legislature during the 14th Legislative Session. The changes resulted from interim review and recommendations provided by the Alaska Court System and the Family Law Section of the Alaska Bar Association.

I. HB 189 changes the categories that trigger heightened scrutiny in dissolution cases, reducing the number of situations from five to three. The situations which will trigger heightened scrutiny are if:

- 1) one party is represented by counsel and the other is not;
- 2) a domestic violence complaint has been filed during the marriage by a member of the family; or
- 3) there are any minor children of the marriage.

These changes were arrived at after considerable dialogue with representatives of the Alaska Court System. There was general agreement that the provisions would provide increased protection of the interests of those parties who might be more vulnerable and would also be administratively "do-able."

II. HB 189 changes the provisions relating to heightened judicial scrutiny to make it clear that in the three areas mentioned in I, above, the court will examine agreements to determine that they are "just." In all other cases the court will continue to use the present criterion, that is, to ensure that they are "not grossly unfair."

III. HB 189 would make it mandatory for both parties to appear at a dissolution hearing only in the above three situations where heightened judicial scrutiny is required.

House Bill 189

Page Two

- IV. HB 189 removes provisions relating to Name Change in Divorce or Annulment which had been included in SCS CSHB 496 (Fin). The Alaska Court System indicated that current procedures work well for all parties and that the changes suggested would be more cumbersome for parties seeking the change as well as for the courts. At their suggestion, the section was removed.
- V. "Career assets" pertain to both the divorce and dissolution statutes in HB 189. In last session's bill only dissolution statutes were affected. Members of the Alaska Bar Association suggested that this was a more consistent approach.

Submitted by:

Alaska Women's Commission
April 27, 1987

TESTIMONY - HB 189

Honorable Committee Members

April 27, 1987

Subject: Amendment to Statute 25.24.150 Ref. H.B. 189

The State of Alaska (Governor Steve Cowper) categorically states that its' Courts award custody governed by the Best Interests of the child. For this to be true, the following amendment must be implemented without delay. This amendment will allow and ensure the best interest of children are, in fact, represented and upheld by our Courts.

Amendments to Alaska Statute 25.24.150

Addition's: Underscored

Add item number (7) to 25.24.150

(7) If child custody is not in agreement with each parent, then in the child's best interest, the Court shall request an investigation by Ad Litum. The Court will award custody per Ad Litum's recommendations.

This necessary amendment will support the people's (including childrens) and Legislatures intent of 1982. It will also be beneficial in curtailing degenerating disolutionment litigation and in turn support constructive mediation.

We must remember that to date, the children's best interest's are seldom represented to the Court.

The Ad Litum will investigate the child to determine need and preference and investigate parent's to determine desire, fitness and ability to provide for the child's well-being and report to the Court, custody arrangement that will solely be in the child's best interest!

Opposing Councils represent their clients best interests only. They do not represent the child! This situation leaves the Court to render a decision based on disputes of divorcing parents and councils, which does not address the well-being of the child. It forces the Court to render a decision based on unsubstantiated and non-relevant facts.



Daryl Methvin

465-2086

P.O. Box 964

Douglas, Alaska 99824

Testimony

Honorable Committee Members

April 21, 1987

Subject: Amendment to Statute 25.24.150 Ref. H.B. 189

The State of Alaska (Governor Steve Cowper) categorically states that its' Courts award custody governed by the Best Interests of the child. For this to be true, the following amendment must be implemented without delay. This amendment will allow and ensure the best interest of children are, in fact, represented and upheld by our Courts.

Amendments to Alaska Statute 25.24.150

Addition's: Underscored

Add item number (7) to 25.24.150

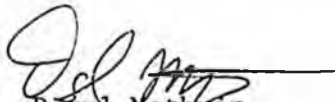
(7) If child custody is not in agreement with each parent, then in the child's best interest, the Court shall request an investigation by Ad Litum. The Court will award custody per Ad Litum's recommendations.

This necessary amendment will support the people's (including childrens) and Legislatures intent of 1982. It will also be beneficial in curtailing degenerating disolutionment litigation and in turn support constructive mediation.

We must remember that to date, the children's best interest's are seldom represented to the Court.

The Ad Litum will investigate the child to determine need and preference and investigate parent's to determine desire, fitness and ability to provide for the child's well-being and report to the Court, custody arrangement that will solely be in the child's best interest!

Opposing Councils represent their clients best interests only. They do not represent the child! This situation leaves the Court to render a decision based on disputes of divorcing parents and councils, which does not address the well-being of the child. It forces the Court to render a decision based on unsubstantiated and non-relevant facts.


Daryl Methwin
465-2086

P.O. Box 964
Douglas, AK 99824

Honorable Committee Members

April 24, 1987

Subject: Amendment to Statute 25.24.150 Ref. H.B. 189

In reference to H.B. 189 directly, or if Bill is split. Said vehicle must be used to ammend statute custody language to ensure award of joint physical custody by Court, when minor(s) has stated this preference and is also recommended, after investigation of case, by Ad Litum. Necessary statute language follows. We hope, for this States childrens well-being, you will use it! It is the right thing to do.

It was the intent of the people and Legislature, in 1982, after in-depth study, to adopt this basis of fair equality in behalf of minor's well-being. It would also save the State millions of dollars in administration, litigation and policing of support, movement of children to other states and/or countries, delinquency and crimes of all varieties by minors, seven years old and up. Unfortunately, this has yet to occur, due to inadequate and non-specific statute language.

A decision for custody award, during initial dispute or modification, if truely addressing minor(s) well-being, is an easy one to make when adhering to specific law and not allowing the entrance of bias, selfishness and facts not directly related to minor(s) well-being. We must remember that custody disputes are the root issue of most disolutions. However, reality is quite different from retoric. Council may use the argument that they follow the adversary process to inform Court of relevent facts. Over ninety percent of the time their alledged facts have no nexus between law, minor's well-being and truth. Children do not get benefit of Jury to decide. They get an individual who may or may not be biased, whom may or may not consider proper facts and the child's well-being only.

For Example, I will quote just two of many attorney's who have similarly stated, "Facts presented in Court have nothing to do with right, wrong, truth or honesty, in winning a case. It has to do with who's the best liar!" Quote-unquote, Phil Wiedner and Ron Drathman.

We must have, at least, the reality of care and equality for minor's, otherwise the State is guilty of abuse of minor's, via mental cruelty. This causes not only grievous despair and anguish of our minor's, but creates disrespect of laws by minor's. As the State has, in no uncertain terms, let minor's know that no one really cares and that our laws are meaningless, through unrealistic custody decisions. Children don't get divorced, parents do!

Please review and utilize the following amendment, as it is, 1. In the best interests for the well-being of the children of this State, and 2. Will assist in curtailing disputes of divorcing parties and help avoid mental and possible physical abuse of one another, and 3. Will assist in curtailing the workloads

of our Departments of Revenue, child support enforcement division, Health and Social Services, family and youth service division, Public Safety, State Trooper Division, law's, Court System, as well as all other related political subdivision services, dealing with domestic relations and violence. This equals millions of dollars saved on administrative and personnel costs by making children happy by addressing their well-being, instead of bias, selfishness and or vengence which has absolutely nothing to do with facts directly related to children(s) well-being.

AMENDMENTS TO ALASKA STATUTE 25.24.150

Addition's underscored:

Deletion's [bracketed]:

Add last sentence to 25.24.150(a)

Equal physical custody of minor(s) shall be awarded when it is the minor(s) preference and recommended by Ad Litum, as it is considered to be in the minor(s) best interests for well-being:

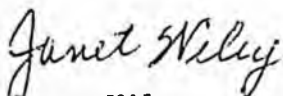
Add the work only to 24.24.150(c)

(c) The court shall determine custody in accordance with the best interests of the child under AS 25.20.060 - 25.20.130. In determining the best interest of the child the court shall only consider

Add/Delete to 25.24.150 (3)

(3) The child's stated preference if the child is [of sufficient age and capacity to form a preference] age seven (7) years or older and the investigating Ad Litum concurs. Ad Litum's recommendation if child is uner age seven (7).

Sincerely,



Janet Wiley
P.O. Box 964
Douglas, Ak. 99824

1987 LEGISLATIVE PROPOSAL REQUEST

Requested By: Janet L. Wiley

DATE: January 12, 1987

Address: P.O. Box 964

Phone #: 364-3641

SUBJECT OF PROPOSED BILL:

Necessary amendments to Alaska Statute 25.24.1 to clarify Legislative intent.
Reference: Chapter 88 SLA 1982.

SUMMARY/EXPLANATION OF INTENT: (Why is legislation requested? Explain need. Attach additional sheet if necessary.)

To direct the court system in no uncertain terms To award custody based on minor(s) preference, Ad Litum's recommendations and parents ability and desire to care for and meet the best interests of minor(s) well-being.

See attachment 1-3

ESTIMATED FISCAL IMPACT:

Capital: -0-

Operating: -0-

Savings: Would be gained by the Court System, Dept. of Revenue and Dept. of Health and Social Services. Both would be spending much less time in dealing with Domestic Relations and Delinquency cases.
Has this or a similar bill been introduced, but not passed, in the Legislature in previous session? NO

Has it been drafted but not introduced? NO

If so, please attach copy of approved draft, and list the Department of Law file number.

377 - _____ - _____

Why wasn't it passed?

Rate the bill's importance to the State.

It's importance is number one (1) in priority just as dealing with revenue short falls. The children of this State must be allowed well-being by the State, as intended by existing law, as the children of the State, are it's future.

Signature: Janet L. Wiley

Title: Loan/Branch Secretary, Alaska Federal Savings & Lc

Governor's Office recommendation:

STEVE COWPER
GOVERNOR



STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

January 16, 1987

Ms. Janet L. Wiley
P.O. Box 964
Douglas, AK 99824

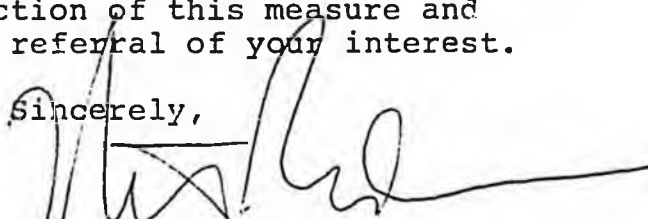
Dear Ms. Wiley:

Your request for legislative revision regarding divorce and child custody proceedings was referred to my office by Governor Cowper.

Legislation has been prepared for introduction under the Governor's sponsorship dealing with divorce and dissolution proceedings. This will open areas of the law dealing with child custody, creating an opportunity for discussion of your concerns during the legislative process. Parties interested in "mediation" in child custody proceedings have also expressed an interest in new legislation, and we have likewise directed their interest toward this legislative vehicle.

The legislation in question will undoubtedly be a subject of hearings by the House or Senate Judiciary committee. You may wish to watch for introduction of this measure and notify the committee of first referral of your interest.

Sincerely,



Mike Bradner
Legislative Liaison
for the Governor

Representative Fran Ulmer
P.O. Box V
Juneau, Ak. 99811

April 21, 1987

RECEIVED APR 22 1987

Subject: H.B. 189

Dear Representative Ulmer:

In reference to H.B. 189 directly, or if Bill is split. Said vehicle must be used to ammend statute custody language to ensure award of joint physical custody by Court, when minor(s) has stated this preference and is also recommended, after investigation of case, by Ad Litum. Necessary statute language follows. We hope, for this States childrens well-being, you will use it! It is the right thing to do.

It was the intent of the people and Legislature, in 1982, after in-depth study, to adopt this basis of fair equality in behalf of minor's well-being. It would also save the State millions of dollars in administration, litigation and policing of support, movement of children to other states and/or countries, delinquency and crimes of all varieties by minors, seven years old and up. Unfortunately, this has yet to occur, due to inadequate and non-specific statute language.

A decision for custody award, during initial dispute or modification, if truely addressing minor(s) well-being, is an easy one to make when adhering to specific law and not allowing the entrance of bias, selfishness and facts not directly related to minor(s) well-being. We must remember that custody disputes are the root issue of most disolutions. However, reality is quite different from rhetoric. Council may use the argument that they follow the adversary process to inform Court of relevent facts. Over ninety percent of the time their alledged facts have no nexus between law, minor's well-being and truth. Children do not get benefit of Jury to decide. They get an individual who may or may not be biased, whom may or may not consider proper facts and the child's well-being only.

For Example, I will quote just two of many attorney's who have similarly stated, "Facts presented in Court have nothing to do with right, wrong, truth or honesty, in winning a case. It has to do with who's the best liar!" Quote-unquote, Phil Wiedner and Ron Drathman.

We must have, at least, the reality of care and equality for minor's, otherwise the State is guilty of abuse of minor's, via mental cruelty. This causes not only grievous despair and anguish of our minor's, but creates disrespect of laws by minor's. As the State has, in no uncertain terms, let minor's know that no one really cares and that our laws are meaningless, through unrealistic custody decisions. Children don't get divorced, parents do!

Please review and utilize the following amendment, as it is, 1. In the best interests for the well-being of the children of this State, and 2. Will assist in curtailing disputes of divorcing parties and help avoid mental and possible physical abuse of one another, and 3. Will assist in curtailing the workloads

of our Departments of Revenue, child support enforcement division, Health and Social Services, family and youth service division, Public Safety, State Trooper Division, law's, Court System, as well as all other related political subdivision services, dealing with domestic relations and violence. This equals millions of dollars saved on administrative and personnel costs by making children happy by addressing their well-being, instead of bias, selfishness and or vengeance which has absolutely nothing to do with facts directly related to children(s) well-being.

Thank you for your assistance. It is past time that a decision for minor(s) well-being be made by said minor(s) and the hands on case study reality of Ad Litum, rather than a Judge making decisions on assumption. Anyone who supports fairness, equality and cares about children can support this very right and needed change. The children deserve it and everyone benefits.

AMENDMENTS TO ALASKA STATUTE 25.24.150

Addition's underscored:

Deletion's [bracketed]:

Add last sentence to 25.24.150(a)

Equal physical custody of minor(s) shall be awarded when it is the minor(s) preference and recommended by Ad Litum, as it is considered to be in the minor(s) best interests for well-being:

Add the word only to 24.24.150(c)

(c) The court shall determine custody in accordance with the best interests of the child under AS 25.20.060 - 25.20.130. In determining the best interest of the child the court shall only consider

Add/Delete to 25.24.150 (3)

(3) The child's stated preference if the child is [of sufficient age and capacity to form a preference] age seven (7) years or older and the investigating Ad Litum concurs. Ad Litum's recommendation if child is under age seven (7).

Sincerely,



Janet Wiley
P.O. Box 964
Douglas, Ak. 99824
789-3942

Attachment

Sec. 25.24.150. Judgments for custody. (a) In an action for divorce or for legal separation or for placement of a child when one or both parents have died, the court may, if it has jurisdiction under AS 25.30.020, and is an appropriate forum under AS 25.30.050 and 25.30.060, during the pendency of the action, or at the final hearing or at any time thereafter during the minority of a child of the marriage, make, modify, or vacate an order for the custody of or visitation with the minor child that may seem necessary or proper, including an order that provides for visitation by a grandparent or other person if that is in the best interests of the child.

(b) If a guardian ad litem for a child is appointed, the appointment shall be made under the terms of AS 25.24.310(c).

(c) The court shall determine custody in accordance with the best interests of the child under AS 25.20.060 — 25.20.130. In determining the best interests of the child the court shall consider

(1) the physical, emotional, mental, religious, and social needs of the child;

(2) the capability and desire of each parent to meet these needs;

(3) the child's preference if the child is of sufficient age and capacity to form a preference;

(4) the love and affection existing between the child and each parent;

(5) the length of time the child has lived in a stable, satisfactory environment and the desirability of maintaining continuity;

(6) the desire and ability of each parent to allow an open and loving frequent relationship between the child and the other parent.

(d) In awarding custody the court may consider only those facts that directly affect the well-being of the child.

(e) Notwithstanding the provisions of (d) of this section, in awarding custody the court shall comply with the provisions of 25 U.S.C. 1901 — 1963 (P.L. 95-608, the Indian Child Welfare Act of 1978). (§ 1 ch 160 SLA 1968; am § 1 ch 167 SLA 1975; am § 2 ch 61 SLA 1977; am § 1 ch 63 SLA 1977; am § 1 ch 15 SLA 1982; am §§ 2, 3 ch 88 SLA 1982)

Revisor's notes. — Formerly AS 09.55.205. Renumbered in 1983.

Cross references. — For intent of 1982 amendments, see § 1, ch. 88, SLA 1982, in the Temporary and Special Acts; for enforcement of visitation rights, see AS 25.24.300.

Effect of amendments. — The first 1982 amendment designated the former first sentence as subsection (a), the second sentence as subsection (b), and the rest of the section as subsection (c), inserted "or for placement of a child when one or both parents have died" and "modify, or vacate" in subsection (a), substituted "a child of the marriage" for "any child of the marriage," and the language beginning "that

may seem necessary or proper" for "which may seem necessary or proper and may at any time modify or vacate the order" in subsection (a), and substituted "it" for "Any appointment of" and "AS 09.65.130(c)" for "AS 09.65.130" and inserted "is appointed, the appointment" in subsection (b).

The second 1982 amendment, in subsection (c), substituted "under AS 25.20.060 — 25.20.130" for "neither parent is entitled to preference as a matter of right in awarding custody of the child" at the end of the first sentence, deleted "all relevant factors including" from the end of the introductory language in the second sentence, added "if the child is of sufficient



Official Business

COMMITTEE:

House HESS Committee

DATE: April 28, 1987 (Tue.)

SIGN-IN

Subject of meeting:

HB 189 - Divorce and Dissolution Procedures
 SB 1 - Rights of Blind and Disabled Persons
 SB 78 - Motor Vehicles; Handicapped Parking
 HB 260 - Smokeless Tobacco

NAME	ADDRESS	PHONE	REPRESENTING	DO YOU WANT TO TESTIFY? & Which Bill
Jim Duncan	Pouch V Juneau	4766	Senator	SB1 ✓
Roxanne Stewart	Staff	4766	Sen. Duncan	NO
Mike Miller	Bx 21994, JUNEAU	6-3067	AAMI	NO
Daryl Methvin	Box 964 Douglas 99821	465-2086	SELF	189 ✓
Robert Franken	16510 centerfield ER. 99577	694-8486	Gov Council	SB1 SB78

INSTRUCTIONS FOR FILING FOR DISSOLUTION OF MARRIAGE

HUSBAND AND WIFE JOINTLY FILING (AND THERE ARE NO MINOR OR DEPENDENT CHILDREN OF THE MARRIAGE)

I. WHAT IS "DISSOLUTION OF MARRIAGE?"

Alaska Statutes 25.24.200-25.24.260 provide a "no fault" procedure for dissolution of marriage when both husband and wife agree to end the marriage. A decree of dissolution of marriage has the same force and effect as a decree of divorce. The sole ground for dissolution of marriage is that an incompatibility of temperament has caused the irremediable breakdown of the marriage. This means there is no chance of saving the marriage because the husband and wife cannot get along.

II. UNDER WHAT CIRCUMSTANCES CAN DISSOLUTION OF MARRIAGE PROCEDURES BE USED?

These procedures can be used only when at least one petitioner is an Alaska resident. This generally means physical presence within the state and an intent to remain. No specific duration of residence is required. A person serving in the military who has not established residency may use these procedures if he or she has been continuously stationed in a military base or installation in the state for one year or more.

If these circumstances and those described in Section I above are not met, dissolution procedures cannot be used. Further legal information concerning alternatives to the dissolution procedures may be obtained from an attorney. The court may not give legal advice.

A husband and wife may join in a petition for dissolution of marriage only if they reach agreement as to each of the following matters:

Property

1. The distribution of all jointly owned real and personal property;
2. The redistribution, if any, of all separately owned real and personal property;
3. The payment of spousal support ("alimony") if any;
4. The tax consequences resulting from these agreements.

Debts

1. The payment of all unpaid obligations already incurred by either or both spouses;
2. The payment of obligations which may be incurred jointly in the future.

III. WHAT ARE THE COSTS IN FILING FOR DISSOLUTION?

There is a \$70 filing fee. If you cannot afford this fee, you may ask the court clerk for the form for requesting exemption from payment of the filing fee (form TF-920).

IV. WHAT ARE THE STEPS IN THE DISSOLUTION PROCEDURE?

A. Filing a Petition for Dissolution.

The husband and wife must complete

1. a Petition For Dissolution of Marriage: Husband and Wife (Form DR-100) and
2. a Certificate of Absolute Divorce or Annulment (form VS-401) (complete the entire form except for lines 15-18, which will be completed by the court following

Optional: The parties may also want to fill out and file form DR-250, Financial Declaration, in order to give a more complete description of their financial situation. This form is available at the clerks office.

These forms must then be submitted to the clerk's office. The court clerk will assign a case number to the petition which must be written at the top of all other forms subsequently filed.

After the petition is filed, any of the terms of the petition may be amended if both husband and wife agree and complete the Amendment of Agreement form (DR-115). The form Withdrawal of Agreement (DR-120) may be used by a petitioner who wishes to withdraw from the agreement before a decree is signed. If the agreement is withdrawn, the case will be dismissed.

B. The Hearing.

At the time of filing the petition, the parties must check with the clerk's office for instructions on setting a hearing date. The hearing will be at a time acceptable to the petitioners and at least 30 days after the filing of the petition.

At least one petitioner must personally attend the hearing. The spouse not attending the hearing must sign an Appearance and Waiver of Notice of Hearing (form DR-110).

Either spouse may have an attorney at the hearing, but none is required.

At the hearing, the court will question the petitioner or petitioners to determine whether they fully understand the nature and consequences of the proceeding, whether an incompatibility of temperament has caused the breakdown of the marriage; and whether the terms of the agreement between the spouses are equitable.

The judge may amend the agreements between the spouses, but only if both petitioners concur in writing with the amendment.

C. The Decree.

After the hearing, the judge may grant a decree of dissolution of marriage if the judge finds that the agreements between the spouses are equitable.

Hearings in some court locations are held before a Master of the Superior Court whose function is to make a recommendation to the judge as to whether or not the decree should be granted. Therefore, the decree will not be granted at the hearing. If the master recommends approval and the judge agrees with that recommendation, the decree will normally be granted within a few days after the hearing. **HOWEVER, DO NOT ASSUME THE DECREE HAS BEEN GRANTED UNTIL YOU RECEIVE YOUR COPY.**

An attorney's advice may be needed if real property or other property rights evidenced by legal documents are involved. Deeds and other legal documents must be prepared and validly executed. It is the parties' responsibility to make any legal transfers of title of assets listed in the petition.

V. GENERAL INSTRUCTIONS

The instructions and forms for dissolution of marriage are not necessarily a substitute for professional assistance. If you have any doubts about the procedure, you should consult an attorney.

Neither the Alaska Court System nor the Department of Law can advise you.

Read the instructions carefully. Fill out the forms carefully and completely. TYPE OR PRINT NEATLY IN BLACK INK. Do not leave any spaces blank. Write "none" or "not applicable" where appropriate. If more space is needed, attach an additional page, and have each additional page signed by both petitioners. Be sure to fill out the caption at the top of each form.

VI. INSTRUCTIONS FOR COMPLETING THE PETITION

A. Financial Data and Agreements.

Section II of the petition concerns the parties' financial situation (income, expenses, assets, debts, etc.). In addition to filling out this section of the petition, the parties may also want to attach form DR-250, Financial Declaration (available at the clerk's office), to give a more complete description of their financial situation. Some courts may require the parties to fill out this form (DR-250).

Assets

The petition **MUST** show how all assets of the parties will be distributed.

Assets include all kinds of property and rights in property. "Real property" means buildings and land. "Personal property" includes such things as automobiles, boats, airplanes, snow machines, furniture, household goods, bank accounts, etc. Other examples of assets are retirement funds, businesses, contract rights, stocks, bonds, etc.

Most assets which are accumulated during a marriage are considered "marital property". In the dissolution petition, the parties must agree to a division of this property which is fair and equitable to both husband and wife.

The parties may redistribute their separate property between themselves in order to make a fair distribution of all their property.

Assets must be clearly identified. Motor vehicles and other property requiring a certificate of title or registration must be identified by license or registration number and serial number or vehicle identification number.

Debts

All debts of the parties must be listed in the petition, and the petition must state which party is going to pay each debt.

Debts include all kinds of financial obligations, such as loans, charge account balances, mortgages, etc.

Each spouse is responsible for his or her separate debts unless the parties agree otherwise. The parties may agree which spouse will pay each joint debt (debt in both parties' names).

However, for joint debts, both spouses will remain legally obligated to the creditor until the existing debt is paid, regardless of the agreement of the parties as to who will pay the debt. To protect themselves from incurring future debts on credit cards and other open accounts, the parties may want to close their current charge accounts and reopen them in their separate names.

If more space is needed, attach additional sheets. Both parties must sign each sheet.

Spousal Support

Petitioners may agree to the payment of spousal support ("alimony").

Spousal support payments must be included as income on the tax return of the spouse receiving the payments. An accountant's or attorney's advice may be helpful in regard to other tax consequences of spousal support.

B. Tax Consequences and Other Financial Agreements.

There may be tax consequences as a result of the agreements between the parties concerning property division and spousal support. An accountant's or attorney's advice may be helpful in regard to these tax consequences.

There may be other financial agreements between the parties which should be included in the petition. Examples of such agreements are the maintenance of life insurance by one spouse with the other spouse as beneficiary, and the continued coverage of one spouse by the other spouse's health insurance.

C. Signatures and Notarizations

Both petitioners must sign each page of the petition. The signatures on the last page must be notarized.

If one party does not wish to be present at the hearing, that party must sign the Appearance and Waiver of Notice of Hearing form (DR-110). The signature must be notarized.

D. AGREEMENTS NOT INCLUDED IN THE PETITION ARE NOT ENFORCEABLE.

If you agree to something but do not write it down in your petition, it will not be included in the court's decree of dissolution, and you will, therefore, not be able to enforce your agreement.

CORRECTION

**THIS DOCUMENT
HAS BEEN REPHOTOGRAPHED
TO ASSURE LEGIBILITY**

Each spouse is responsible for his or her separate debts unless the parties agree otherwise. The parties may agree which spouse will pay each joint debt (debt in both parties' names).

However, for joint debts, both spouses will remain legally obligated to the creditor until the existing debt is paid, regardless of the agreement of the parties as to who will pay the debt. To protect themselves from incurring future debts on credit cards and other open accounts, the parties may want to close their current charge accounts and reopen them in their separate names.

If more space is needed, attach additional sheets. Both parties must sign each sheet.

Spousal Support

Petitioners may agree to the payment of spousal support ("alimony").

Spousal support payments must be included as income on the tax return of the spouse receiving the payments. An accountant's or attorney's advice may be helpful in regard to other tax consequences of spousal support.

B. Tax Consequences and Other Financial Agreements.

There may be tax consequences as a result of the agreements between the parties concerning property division and spousal support. An accountant's or attorney's advice may be helpful in regard to these tax consequences.

There may be other financial agreements between the parties which should be included in the petition. Examples of such agreements are the maintenance of life insurance by one spouse with the other spouse as beneficiary, and the continued coverage of one spouse by the other spouse's health insurance.

C. Signatures and Notarizations

Both petitioners must sign each page of the petition. The signatures on the last page must be notarized.

If one party does not wish to be present at the hearing, that party must sign the Appearance and Waiver of Notice of Hearing form (DR-110). The signature must be notarized.

D. AGREEMENTS NOT INCLUDED IN THE PETITION ARE NOT ENFORCEABLE.

If you agree to something but do not write it down in your petition, it will not be included in the court's decree of dissolution, and you will, therefore, not be able to enforce your agreement.

V. GENERAL INSTRUCTIONS

The instructions and forms for dissolution of marriage are not necessarily a substitute for professional assistance. If you have any doubts about the procedure, you should consult an attorney.

Neither the Alaska Court System nor the Department of Law can advise you.

Read the instructions carefully. Fill out the forms carefully and completely. TYPE OR PRINT NEATLY IN BLACK INK. Do not leave any spaces blank. Write "none" or "not applicable" where appropriate. If more space is needed, attach an additional page, and have each additional page signed by both petitioners. Be sure to fill out the caption at the top of each form.

VI. INSTRUCTIONS FOR COMPLETING THE PETITION

A. Financial Data and Agreements.

Section II of the petition concerns the parties' financial situation (income, expenses, assets, debts, etc.). In addition to filling out this section of the petition, the parties may also want to attach form DR-250, Financial Declaration (available at the clerk's office), to give a more complete description of their financial situation. Some courts may require the parties to fill out this form (DR-250).

Assets

The petition MUST show how all assets of the parties will be distributed.

Assets include all kinds of property and rights in property. "Real property" means buildings and land. "Personal property" includes such things as automobiles, boats, airplanes, snow machines, furniture, household goods, bank accounts, etc. Other examples of assets are retirement funds, businesses, contract rights, stocks, bonds, etc.

Most assets which are accumulated during a marriage are considered "marital property". In the dissolution petition, the parties must agree to a division of this property which is fair and equitable to both husband and wife.

The parties may redistribute their separate property between themselves in order to make a fair distribution of all their property.

Assets must be clearly identified. Motor vehicles and other property requiring a certificate of title or registration must be identified by license or registration number and serial number or vehicle identification number.

Debts

All debts of the parties must be listed in the petition, and the petition must state which party is going to pay each debt.

Debts include all kinds of financial obligations, such as loans, charge account balances, mortgages, etc.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

AT _____

In the Matter of the Dissolution)
of the Marriage of)
)
)
_____ and)
)
_____,)
)
Husband and Wife.)
_____)

CASE NO. _____

PETITION FOR DISSOLUTION
OF MARRIAGE

Petitioners hereby request a decree of dissolution of marriage pursuant to AS 25.24.200-25.24.260. An incompatibility of temperament has caused the irremediable breakdown of the marriage. There are no minor or dependent children born of or during this marriage or adopted during this marriage, and the wife is not now pregnant.

I. INFORMATION ABOUT PETITIONERS

A. Husband

- 1. Length of residence in Alaska: _____
- 2. Residence address: _____
(street address) (city) (state) (ZIP)
- 3. Home phone: _____
- 4. Mailing address: _____
(box or street number)(city) (state) (ZIP)
- 5. Occupation: _____ Work Phone: _____

B. Wife

- 1. Length of residence in Alaska: _____
- 2. Residence address: _____
(street address) (city) (state) (ZIP)
- 3. Home phone: _____
- 4. Mailing address: _____
(box or street number)(city) (state) (ZIP)
- 5. Occupation: _____ Work Phone: _____

C. Date and place of marriage: _____

II. FINANCIAL DATA AND AGREEMENT OF PETITIONERS

[You may wish to attach form DR-250, Financial Declaration (available at the clerk's office), to give a more complete description of your financial situation.]

Husband

Wife

A. Income per month:

Income per month:

Wages (after taxes) \$ _____
 AFDC (welfare) \$ _____
 Social Security \$ _____
 Other: _____ \$ _____
 _____ \$ _____
 Total \$ _____

Wages (after taxes) \$ _____
 AFDC (welfare) \$ _____
 Social Security \$ _____
 Other: _____ \$ _____
 _____ \$ _____
 Total \$ _____

B. Monthly Expenses:

Housing & Utilities \$ _____
 Food \$ _____
 Transportation \$ _____
 Medical \$ _____
 Other _____ \$ _____
 _____ \$ _____
 Total \$ _____

Housing & Utilities \$ _____
 Food \$ _____
 Transportation \$ _____
 Medical \$ _____
 Other _____ \$ _____
 _____ \$ _____
 Total \$ _____

HUSBAND'S SIGNATURE

WIFE'S SIGNATURE

III. RESTORATION OF NAME. Petitioner wants prior name restored as follows: (Print full names clearly.)

From: _____ To: _____
(wife's current full name) (wife's prior full name)

From: _____ To: _____
(husband's current full name) (husband's prior full name)

IV. OTHER AGREEMENTS. _____

V. SIGNATURES AND VERIFICATIONS.

Do not sign until this petition has been completely filled out. Each signature on this page must be individually notarized.

A. Husband's Signature and Verification

I say on oath or affirm under penalty of perjury that I have read the foregoing petition and believe all statements made in the petition are true. I further certify that my signature is voluntary and not the result of fear, threat, coercion or restraint.

_____ Date _____ Husband's Signature

Subscribed and sworn to or affirmed before me at _____, Alaska, on _____, 19__.

(SEAL)

Clerk of Court, Notary Public or other person authorized to administer oaths.

B. Wife's Signature and Verification

I say on oath or affirm under penalty of perjury that I have read the foregoing petition and believe all statements made in the petition are true. I further certify that my signature is voluntary and not the result of fear, threat, coercion or restraint.

_____ Date _____ Wife's Signature

Subscribed and sworn to or affirmed before me at _____, Alaska, on _____, 19__.

(SEAL)

Clerk of Court, Notary Public or other person authorized to administer oaths.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

AT _____

In the Matter of the Dissolution)
of the Marriage of)
)
)
_____ and)
)
_____)
Husband and Wife.)
_____)

CASE NO. _____

APPEARANCE AND WAIVER OF
NOTICE OF HEARING

I, _____, say on oath or affirm
under penalty of perjury that:

1. I have read the petition in this case and agree to all its terms relating to custody of the children, child support, visitation, spousal support and resultant tax consequences, division of property and allocation of debts.
2. I agree that an incompatibility of temperament has caused the irremediable breakdown of the marriage.
3. I understand fully the nature and consequences of this Petition for Dissolution of Marriage.
4. I understand that I have a right to be present at the dissolution hearing. I also understand, however, that I will not be notified of the time of the hearing and that the court may proceed without me.
5. I am not under duress or coercion to sign this Appearance and Waiver of Notice of Hearing.

DATE

SIGNATURE OF HUSBAND OR WIFE

ACKNOWLEDGEMENT

This is to certify that on _____, 19____, the individual who executed the above instrument appeared before me personally in _____, Alaska and acknowledged to me that he/she signed the same freely and voluntarily for the purposes stated in it.

Clerk of Court, Notary Public or other
person authorized to administer oaths.
My Commission Expires: _____

(SEAL)

This form will be recorded as a permanent record by the Bureau of Vital Statistics. IT WILL NOT BE ACCEPTED UNLESS IT IS FILLED OUT NEATLY.

1. Please TYPE or PRINT neatly using BLACK ink.
2. Do not cross out words. If you make a mistake, you can get another copy of this form at the clerk's office.
3. Please do not fold this form or punch additional holes in it.
4. When you complete the form, YOU MUST GIVE THE COURT CLERK THE ORIGINAL, not a copy.

VS FORM 401

08-5239

TYPE OR PRINT IN PERMANENT INK

CERTIFICATE OF ABSOLUTE DIVORCE OR ANNULMENT

STATE FILE NUMBER

150-

DATE FILED

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES
BUREAU OF VITAL STATISTICS - JUNEAU, ALASKA 99811

COURT FILE NO.		ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES BUREAU OF VITAL STATISTICS - JUNEAU, ALASKA 99811		STATE FILE NUMBER 150-	
HUSBAND - NAME		FIRST	MIDDLE	LAST	
RESIDENCE - STATE		RECORDING DISTRICT OR COUNTY			
CITY, TOWN OR LOCATION		STREET AND NUMBER			
DATE OF BIRTH (MONTH, DAY, YEAR)		STATE OF BIRTH (IF NOT IN U.S.A. NAME COUNTRY)		SOCIAL SECURITY NO.	
WIFE - NAME		FIRST	MIDDLE	LAST	
RESIDENCE - STATE		RECORDING DISTRICT OR COUNTY			
CITY, TOWN OR LOCATION		STREET AND NUMBER			
DATE OF BIRTH (MONTH, DAY, YEAR)		STATE OF BIRTH (IF NOT IN U.S.A. NAME COUNTRY)		SOCIAL SECURITY NO.	
PLACE OF THIS MARRIAGE - STATE (IF NOT IN U.S.A. NAME COUNTRY)		RECORDING DISTRICT OR COUNTY		CITY, TOWN, OR LOCATION	
DATE OF THIS MARRIAGE (MONTH, DAY, YEAR)		APPROXIMATE DATE COUPLE SEPARATED (MONTH, YEAR)			
LIVING CHILDREN - TOTAL NUMBER		UNDER 18 YEARS OF AGE		PLAINTIFF <input type="checkbox"/> HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> BOTH	
ATTORNEY FOR PLAINTIFF - NAME		MAILING ADDRESS - STREET OR P.O. BOX NO. CITY OR TOWN, STATE, ZIP CODE			
DATE DECREE GRANTED (MONTH, DAY, YEAR)		PLACE GRANTED - CITY OR TOWN		TYPE OF DECREE <input type="checkbox"/> ABSOLUTE DECREE <input type="checkbox"/> ANNULMENT <input type="checkbox"/> DISSOLUTION	
DECREE GRANTED TO <input type="checkbox"/> WIFE <input type="checkbox"/> HUSBAND <input type="checkbox"/> BOTH		LEGAL GROUNDS FOR DECREE (SPECIFY)			
I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON THE DATE STATED		TITLE			
COURT OFFICIAL - SIGNATURE		NAME (TYPE OR PRINT)			
DATE SIGNED (MONTH, DAY, YEAR)		COURT - NAME AND ADDRESS		JUDICIAL DISTRICT	
IS MARRIED NAME OF WIFE TO BE RETAINED AFTER DECREE IS GRANTED? <input type="checkbox"/> YES <input type="checkbox"/> NO If No, please state the name to be used					
CONFIDENTIAL INFORMATION					
HUSBAND - RACE		NUMBER OF THIS MARRIAGE		IF PREVIOUSLY MARRIED	
WHITE, NEGRO, AMERICAN INDIAN, ETC (SPECIFY)		FIRST, SECOND, ETC (SPECIFY)		HOW MANY ENDED BY -	
				DEATH DIVORCE OR ANNULMENT (SPECIFY IF NONE)	
				EDUCATION - SPECIFY HIGHEST GRADE COMPLETED	
				ELEMENTARY HIGH SCHOOL COLLEGE (0, 1, 2, 3, 4 OR 8) (1, 2, 3, OR 4) (1, 2, 3, 4, OR 5 - 1)	
WIFE - RACE		NUMBER OF THIS MARRIAGE		IF PREVIOUSLY MARRIED	
WHITE, NEGRO, AMERICAN INDIAN, ETC (SPECIFY)		FIRST, SECOND, ETC (SPECIFY)		HOW MANY ENDED BY -	
				DEATH DIVORCE OR ANNULMENT (SPECIFY IF NONE)	
				EDUCATION - SPECIFY HIGHEST GRADE COMPLETED	
				ELEMENTARY HIGH SCHOOL COLLEGE (0, 1, 2, 3, 4 OR 8) (1, 2, 3, OR 4) (1, 2, 3, 4, OR 5 - 1)	

H B

1911

POSITION PAPER

HOUSE BILL NO. 191

For "An Act making an appropriation to the Department of Health and Social Services, Division of Public Health, for the Alaska AIDS program, and providing for an effective date."

This act appropriates \$698,000 from the general fund to the Department of Health and Social Service, Division of Public Health, for the Alaska AIDS program.

Background

Through March 31, 1987, 34 Alaskans have been confirmed to have AIDS and 20 of them are known to have died. All AIDS patients have been members of identified high risk groups.

<u>Location</u>		<u>Age Group</u>
Anchorage	- 20	<20 - 1
Juneau	- 6	20-29 - 8
Fairbanks	- 1	30-39 - 12
Kenai	- 2	40-49 - 10
Dillingham	- 2	50+ - 3
Other Alaskan Communities	- 3	

Risk Group

- Homosexual or bisexual men - 27
- Heterosexual with contact with a person with AIDS or at-risk for AIDS - 2
- Transfusion with blood/blood products - 3
- Hemophilia - 1

Since 1985, the Division of Public Health has established eight sites in order to make accessible to Alaskans blood testing to detect infection with HIV. Through January 1, 1987, 132 of 2448 (5.4%) individuals tested were positive for HIV infection. HIV test results by risk category include:

<u>Risk Category</u>	<u>HIV RESULTS</u> <u>#positive/#tested (%)</u>	
Homosexual or Bisexual	112/623	(18.0)
IV Drug User	6/210	(2.9)
Hemophilia/Coagulation Disorder	2/2	(100.0)
Heterosexual Contact with person with AIDS or at risk for AIDS	2/228	(0.9)
Transfusion with blood/blood products	1/41	(2.4)
All others	9/1344	(0.7)

- The number of AIDS cases continues to rise. It is now estimated that in 1991, 270,000 Americans will develop AIDS and 179,000 will have died of AIDS. More than 1.5 million Americans are believed now to be infected with the AIDS virus - one half may develop AIDS. Epidemiologic studies have shown that heterosexuals increasingly are becoming infected and that heterosexual transmission of the virus occurs more easily than initially suspected.
- Experts believe it unlikely that a vaccine against AIDS will be available or drugs to cure AIDS will be discovered in the next five years - or even longer.
- The National Research Council and Institute of Medicine of the National Academy of Sciences published a major work after reviewing all available information about AIDS "Confronting AIDS, Directions for Public Health, Health Care, and Research." These experts have called for a major nationwide response to AIDS, recommending federal government expenditures of \$1 billion per year for research and \$1 billion per year for disease prevention education.
- Surgeon General Koop issued his landmark report on AIDS and stated that "...education concerning AIDS must start at the lowest grade possible... There is now no doubt that we need sex education in schools and that it must include information on heterosexual and homosexual relationships. The threat of AIDS should be sufficient to permit a sex education curriculum with a heavy emphasis on prevention of AIDS and other sexually transmitted diseases."
- We must continue and strengthen our present program. We must stop considering only the number of positive AIDS cases and begin to focus on HIV infection. HIV infection is a far more serious problem; for every positive AIDS case, experts estimate that 50 others have been infected with and carry the virus and they are capable of infecting others.
- We must increase screening for HIV infection and counseling for individuals who are infected or are members of high risk groups. This should also help assure the continued screening of rural Alaskans for Hepatitis B which can also be transmitted sexually.
- We must implement the National Academy of Science and Surgeon General's recommendations to provide education concerning AIDS in our schools at the lowest grade possible.

Position

The Department of Health and Social Services strongly supports this bill because it will enable Alaskans to respond appropriately to the growing AIDS epidemic and will provide funds necessary to reduce transmission of the virus and prevent Alaskans from becoming infected with this lethal disease.

POSITION PAPER/Department of Health & Social Services

Recommended by: Elizabeth Ward
Elizabeth Ward, M.N.
Director
Division of Public Health

Date: 4/1/87

Approved by: Myra M. Munson
Myra M. Munson
Commissioner
Department of Health
and Social Services

Date: April 1, 1987

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

REQUEST: _____

Bill Version : HR 191

Publish Date : _____

Revision Date: _____
 Title: "An Act Making an appropriation
 for the Alaska AIDS program"
 Sponsor: HESS Committee
 Requestor: _____

Agency Affected: Health & Social Services

BRU: State Health Services

Components: Epidemiology, Nursing
 Laboratories

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES		425.5				
TRAVEL		50.0				
CONTRACTUAL		140.0				
SUPPLIES		80.0				
EQUIPMENT		2.5				
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING		698.0				
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND		698.0				
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME		5				
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

SEE ATTACHED

Prepared by: Elizabeth Ward, M.N., Director *EW*
 Division: Division of Public Health

Phone: 465-3090

Date: 4/1/87

Approved by Commissioner: *Mary Jo Munson*
 Agency: _____

Date: Apr 1, 1987

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)
- Senate Secretary

BUDGET ANALYSIS

Personal Services

\$425.5

\$200.0 of the Personal Services total of \$425.5 will be used to fund non-permanent project nursing positions, an equivalent to 3.5 FTE, in the Section of Nursing in select Alaskan communities that have been identified as HIV test sites to provide screening and counseling services.

The five new full-time positions being requested are as follows:

2-Microbiologist II positions (Fairbanks) (\$46 x 2 = \$92.0) These two positions will provide the laboratory support necessary to process the HIV specimens.	92.0
1-Data Processing Clerk position (Fairbanks) This position will provide the data entry and clerical support necessary to the laboratory for the processing of the HIV specimens.	30.6
1-Education Specialist II (Anchorage) This position will provide for the development and implementation of an AIDS curriculum for Alaskan schools.	59.7
1-Public Health Representative (Anchorage) This position will assist with the overall coordination of AIDS activities throughout the state, including screening, training, and health education.	43.2

Travel

Includes \$20.0 for an AIDS training seminar for State PHN's from select communities. It will provide training to State PHN's to do screening, counseling and to assist with AIDS Health Education/Risk Education Programs in school districts and communities state-wide. It also provides for travel for the Education Specialist, Public Health Representative, and other staff involved in AIDS activities.

Contractual

\$140.0

Phones, postage and printing.	25.0
Printing and distribution of Surgeon General Koop's report to all Alaskan households (est. 300,00)	70.0
AIDS Health Educator (contract)	45.0

Supplies

\$80.0

Educational materials

Equipment

\$2.5

HOUSE COMMITTEE REPORT

(7)

Date referred: 3/18/87

FURTHER REFERRALS: Finance

DATE: _____

The Health, Education and Social Services Committee has considered HB 191

"An Act making an appropriation to the Department of Health and Social Services, division of public health, for the Alaska AIDS program; and providing for an effective date."

RECOMMENDS:

- replace with _____ the same title
- attached amendment(s) a new title
- do pass
- do not pass
- no recommendation
- individual recommendations
- additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(S):

- fiscal impact same as previous fiscal note published _____
- zero fiscal note same as previous zero fiscal note published _____
- zero with analysis

SIGNING DO PASS:

SIGNING OTHER RECOMMENDATIONS:

Chairman's signature

HB

199

(prepared by Gruenberg 4/30/87)

SECTIONAL ANALYSIS

CS HB 199 (HESS)

Section 1: Deletes "decrease in school attendance" as a reason for non retention of teachers. This reason is provided for in following section.

Section 2: Establishes "lay-off" as a method to reduce the number of teachers in a school district and provides for layoff as a result of a decrease in school attendance or financial exigency.

Establishes notice requirements and other procedures attendant to lay-off and provides for department regulations regarding local school district procedures.

Defines "financial exigency".

Establishes seniority as the basis for determining the order of lay-off.

Defines recall rights and order of recall within a school district.

Protects benefits accrued under law for laid-off teachers and establishes that lay-off does not constitute a break in service relative to these benefits.

Establishes a statewide list of teachers who have been laid-off and provides for the distribution, by the department, of information regarding teaching position vacancies to teachers, and the list of laid-off teachers to the school districts.

Establishes the length of time a laid-off teacher's name stays on the list.

Section 3: Declares state policy as to the purpose and intent of collective bargaining for school district employees in a manner which is consistent with the Public Employees Relations Act (AS 23.40.070).

Section 4: Amends existing statute to include the rights of non-certificated employees of school districts to organize and negotiate.

Section 5: Amends existing statute to provide administrators and non-certificated employees in REAAs the same opportunity for Optional Coordinated Employee Negotiations that presently exists in law.

Section 6: Shifts control of the bargaining unit determination and certification process from school boards to the Labor Relations Agency, consistent with similar

responsibilities of the Agency under the Public Employee Relations Act. The proposed language changes closely reflect the current language of the Public Employee Relations Act.

Allows non-certificated and administrative employees to choose to negotiate separately from certificated employees, and to form separate bargaining units.

Section 7: Restates current language regarding the commencement of negotiations. Establishes timelines for notification of intent to negotiate, commence negotiations, conclude negotiations, and commence mediation in the event of an impasse.

Section 8: Restates the mediation process in terms reflective of how the process has functioned in recent years. Eliminates the provisions requiring a mediator's written report (FMCS mediators have always resisted writing such a report). Removes the restriction on the size of the negotiating time either party may bring to the mediation process.

Section 9: Expands the current practice of release time during the school day to include arbitration sessions held during the school day.

Section 10: Empowers the mediator to determine the productive potential of continuing the mediation process. Provides a ten day cooling-off period following mediation, including provision that agreement must be reached by April 15 or the dispute moves to arbitration. Provides that arbitration shall be concluded by May 15.

Section 11: Establishes a last-best-offer, item-by-item, arbitration procedure. The arbitrator is authorized to attempt to mediate the dispute.

Requires the parties to attempt to agree to a local arbitration procedure and include it as part of the agreement.

Provides that, if the parties are unable to agree on a local arbitration procedure, the parties shall use the services and procedures of the American Arbitration Association.

Provides that the Arbitrator shall be an Alaska resident, if one is readily available.

Provides that the arbitrator -- or either of the parties -- may call for a public hearing as part of the arbitration process.

Provides either party the opportunity to revise its last-best-offer before final consideration by the arbitrator.

Provides for a final decision within ten days of the close of the hearing. Costs of the arbitration are to be shared equally by the parties.

Section 12: Provides that questions of grievance arbitrability shall be decided by the grievance arbitrator rather than through court procedures.

Section 13: Defines and prohibits Unfair Labor Practices by employers and employees through the definitions and prohibitions provided in the Public Employees Relations Act (AS 23.40.110).

Section 14: Requires that school districts negotiate with employee organizations on reduction in force procedures and the effect of lay-off decisions. Makes lay-off decisions subject to review through the grievance procedure in the collective bargaining process.

Section 15: Reinforces the management rights of school boards.

Section 16: Adds a new section which includes, by reference, four definitions contained in the Public Employee Relations Act (AS 23.40.250).

Section 17: Amends the Administrative Procedures Act to provide that all school board budget discussions and decisions are conducted in open session. Makes all work papers and other budget related materials accessible as part of the public record.

Section 18: Grandfathers current collective bargaining units and negotiated agreements in existence on the effective date.

Section 19: Takes effect immediately.

NOME PUBLIC SCHOOLS
Box 131, Nome, Alaska 99762 • Telephone (907) 443-2231

March 31, 1987



Representative Albert Adams
Alaska State Legislature
P.O. Box V
Juneau, Alaska 99811

Dear Representative Adams,

I would like to express my support for HB 199.

Because of the added protection that the Alaska Statutes provide for tenured teachers the non-tenure period should be extended beyond the current two year period.

This would allow supervisors to assess each candidate more carefully. This is especially important in the case of new teachers where their professional development may still be very much in question during the current probationary period. With the lower teacher turnover that we are experiencing in the State, it is essential that districts be allowed more time in making such a critical decision regarding an individual's professional career.

Sincerely,

Larry D. LaBolle
Larry D. LaBolle
Superintendent

/im

HB 199 An Act relating to acquisition of tenure
rights and nonretention of teachers; and
providing for an effective date.

File Contents

- 1) Memorandum, Rep. Koponen to Committee, 4/29/87
- 2) Copy of HB 199
- 3) Letter, ACSA (McPhetres) to Al Adams, 2/20/87
- 4) Letter, Nome Public Schools to Al Adams, 3/31/87
- 5) Kenai Peninsula Borough School District
resolution 86-87-8, 3/16/87
- 6) Zero Fiscal Note, 4/28/87
- 7) Resolution 867-11, Kodiak Island School District
- 8) House HESS Minutes, 4/29/87
- 9) Letter, Elaine M. Hopson, Juneau School District,
4/30/87, clarifying testimony on 4/29/87
- 10) CS for HB 199 (HESS), Cramer, 5/4/87
- 11) Sectional Analysis, Gruenberg, 4/30/87

Sent 4/24/87

Alaska State Legislature
House of Representatives

Al Adams
Chairman
Committee on Finance

April 13, 1987

Official Business

WHILE IN SESSION
P.O. Box V
State Capitol
Juneau, Alaska 99811
(907) 465-3706

OUT OF SESSION
P.O. Box 333
Kotzebue, Alaska 99752
(907) 442-3320

1024 W. 6th
Anchorage, Alaska 99501
(907) 274-0615

Representative Niilo Koponen
Co-Chair
House HESS Committee
P.O. Box V
Juneau, AK 99811

niilo

Dear Representative Koponen:

At this time I would like to request a hearing in House HESS on HB 199 "An Act relating to acquisition of tenure rights and non-retention of teachers; and providing for an effective date."

I believe that given the continued decrease in the overall level of state spending in the area of education necessitated by declining state revenues, this legislation will provide much needed flexibility to local school boards as they wrestle with their own budget shortfalls.

Attached are several letters of support I have received from school districts and the Alaska Council of School Administrators.

I look forward to discussing this matter with you at your earliest convenience.

Sincerely,

Al Adams

Al Adams
Chairman
House Finance Committee



ALASKA ASSOCIATION OF ELEMENTARY SCHOOL PRINCIPALS
ALASKA ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS
ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

• ALASKA COUNCIL OF SCHOOL ADMINISTRATORS •
328 Fourth St., Suite #211 Juneau, Alaska 99801 588-9702

February 20, 1987

The Honorable Al Adams
House of Representatives
Pouch V
Juneau, AK 99811

Dear Representative Adams:

As you may recall, the Department of Education attempted to pass regulations which would have assisted school districts across the State reduce their personnel costs by laying off tenured staff.

These proposed regulations were challenged in court and determined improper.

The need for such authority by districts still exists, and is even more necessary as we look towards FY "88" school funding.

The Alaska Council of School Administrators would like you to look into the possibility of legislative action, during this session, to provide a necessary tool to use in dealing with the continued revenue reductions.

If I can be of any assistance, please feel free to call.

Sincerely,

Stephen T. McPhetres
Executive Director

STM:clc



Alaska State Legislature

House of Representatives

COMMITTEE ON HEALTH, EDUCATION
AND SOCIAL SERVICES

OFFICIAL BUSINESS

POUCH V
JUNEAU, AK 99811
465-3759

MEMORANDUM

TO: House HESS Committee Members

FROM: Rep. Niilo Koponen, Co-Chair

RE: HB 199

DATE: April 29, 1987

It is my intention that, when our committee considers HB 199, we consider, in concept, the following amendments to the bill:

1. a requirement that school districts notify bargaining agents of the contemplated need for a reduction in force (RIF) or lay-off and that the districts provide the bargaining agents with all the necessary pertinent and attendant data. School districts should also have to meet with bargaining agents, either individually or collectively, to discuss and explore all options short of RIF or lay-off.

2. a definition of financial exigency.

3. a requirement that a district make public a declaration and provide proof of financial exigency.

4. a requirement that a district prepare for public distribution a Program Impact Statement relative to specific program and employee retrenchment needs.

5. a requirement to list and define a number of cost saving measures which must be acted upon before any actual RIF or lay-off.

6. a requirement that a district negotiate and include in the collective bargaining agreement an appropriate RIF procedure with each bargaining unit before an implementation of a RIF or lay-off.

7. timelines established for items 1 through 6.

8. a requirement that, subsequent to a determination that there will be a RIF or lay-off, but before implementation, the district will negotiate on the impact of the RIF or lay-off on the affected employees and on the survivors.

9. a requirement that there will be finality in the negotiations law through last best offer arbitration, and that non-certificated employees have the right to organize and negotiate their terms and conditions of employment.

Additionally the Committee may want to consider the following changes which are relevant to this bill:

- * Amend the APA to require that all budget deliberations, discussions, and decisions be done in public session and require that all work papers and related materials be available and a part of the public record.
- * Establish that the RIF/LAY-OFF decision is grievable under the collective bargaining agreement.
- * Define RIF/LAY-OFF as an unpaid leave of absence.
- * Establish that RIF/LAY-OFF does not adversely impact basic statutory rights such as tenure, accrued leave and that it is not an interruption of the accrual of tenure.
- * Require that the definition of seniority be district-wide and that recall be minimally based on certification.
- * Establish that the minimum time for a recall list be at least two years and 90 days into a third year.
- * Consider the establishment of a state-wide recall list; minimum of five years of status.
- * Establish that if a district fails to utilize the recall procedure they incur full liability for that person's salary and benefits.
- * Establish that any district which files for bankruptcy protection by the courts immediately becomes a state-operated school for no less than six months and until the Department is satisfied that they can responsibly manage their fiscal affairs.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

RESOLUTION 86-87-8

WHEREAS, the Kenai Peninsula Borough School District experienced a 15% loss of revenue amounting to approximately \$6 million during the 1986-87 school year, and WHEREAS the Kenai Peninsula Borough School District may be experiencing a similar loss in revenue for the 1987-88 school year; and

WHEREAS, AS sec. 14.20.175(b),(4), indicates that "a teacher who has acquired tenure rights is subject to non-retention for the following school year only for the following causes:

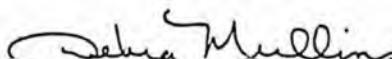
- (4) a necessary reduction of staff occasioned by a decrease in school attendance"; and

WHEREAS, the Kenai Peninsula Borough School District has experienced or is experiencing significant losses in revenue while the student population continues to grow; and

WHEREAS, the Kenai Peninsula Borough School District in order to deal with these declining revenues needs the authority to reduce staff due to a lack of funds;

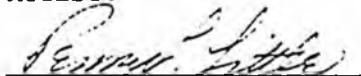
NOW THEREFORE BE IT RESOLVED that the Kenai Peninsula Borough School District Board of Education supports the necessary legislation allowing districts to reduce certificated personnel due to reduction in funding.

ADOPTED THIS 16th DAY OF MARCH, 1987



Debra Mullins, President
Kenai Peninsula Borough School Dist.
Board of Education

ATTEST:



Penny Little
Notary Public



Official Business

Alaska State Legislature

House of Representatives

Al Adams

Chairman

Committee on Finance

WHILE IN SESSION
P.O. Box V
State Capitol
Juneau, Alaska 99811
(907) 465-3706

OUT OF SESSION
P.O. Box 333
Kotzebue, Alaska 99752
(907) 442-3320

1024 W. 6th
Anchorage, Alaska 99501
(907) 274-0615

April 13, 1987

APR 15 1987

Representative Johnny Ellis
Co-Chair
House HESS Committee
P.O. Box V
Juneau, AK 99811

Jim - Bill file

Johnny
Dear Representative Ellis:

At this time I would like to request a hearing in House HESS on HB 199 "An Act relating to adquisition of tenure rights and non-retention of teachers; and providing for an effective date."

I believe that given the continued decrease in the overall level of state spending in the area of education necessitated by declining state revenues, this legislation will provide much needed flexibility to local school boards as they wrestle with their own budget shortfalls.

Attached are several letters of support I have received from school districts and the Alaska Council of School Administrators.

I look forward to discussing this matter with you at your earliest convenience.

Sincerely,

Al Adams

Chairman

House Finance Committee

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

REQUEST:

Revision Date: 4-28-87
 Title: tenure rights and nonretention
of teachers...
 Sponsor: Rep. Adams
 Requestor: House HESS

Bill Version: HB-199
 Publish Date: _____

Agency Affected: Education
 BRU: _____
 Components: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING		0	0	0	0	0
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND		0	0	0	0	0
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

The bill has no fiscal impact on this department.

Prepared by: Steve Hole
 Division: Commissioner's Office

Phone: 2800
 Date: 4-28-87

Approved by Commissioner: William G. Demmert
 Agency: Education

Date: _____

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)
- Senate Secretary



Kodiak Island Borough School District

RESOLUTION 867-11

RE: HB 130 & SB 40, an act relating to educational employees collective bargaining agreements.

WHEREAS, HB 130 & SB 40, provide for opportunities of consolidation for all employee groups within school districts for purposes of collective bargaining, and

WHEREAS, the bill further mandates school districts to engage in binding arbitration with their collective bargaining agent(s) and

WHEREAS, neither bill addresses the critical need of a responsible policy for Reduction in Force (RIF) necessitated by the decline in state funding for primary and secondary education, and


WHEREAS, neither bill addresses the need to reexamine the present state statutes regarding acquisition of teacher tenure, or statutes regarding dismissal and nonretention of tenured staff, and

WHEREAS, without reasonable RIF policy, changes in the length of time for gaining the property rights of teacher tenure, and workable procedures for dismissal and nonretention, school districts are in the untenable position of having no authority to reduce personnel costs, and

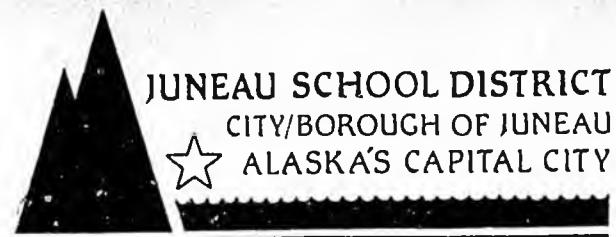
WHEREAS, further legislation by the Alaska State Legislature, which restricts the authority and responsibility at the local level, only diminishes the basic right of self-government and local control of public education.

NOW THEREFORE BE IT RESOLVED, that the Kodiak Island Borough School Board strenuously opposes the enactment of this legislation, and

FURTHER BE IT RESOLVED, that the Board of Education strongly urges the Alaska State Legislature to consider the issue of binding arbitration only with changes to teacher tenure, reduction in force policy, and dismissal and nonretention statutes in light of reduced state support to education.



President
Kodiak Island Borough School Board



10014 Crazy Horse Dr., Juneau, AK 99801 • (907) 586-2303

April 30, 1987

The Honorable Niilo Koponen
House of Representatives
State of Alaska
P.O. Box V
Juneau, Alaska 99811

Dear Representative Koponen:


It has been brought to my attention that there may have been some misunderstanding regarding my testimony in support of HB 199.

My remarks related to the reduction in administrative positions in the Juneau School District during the Spring of 1986, referred to positions, not to actual people, although some of both did occur. At that time we had four people in central office: Superintendent, Assistant Superintendent for Business Services, Assistant Superintendent for Instructional Services and Director of Personnel Services. The Superintendent resigned to go to UAJ; the Assistant Superintendent for Instructional Services became the Superintendent; the Assistant Superintendent for Business Services resigned. We now have a Superintendent, a Director of Business Services and a Director of Personnel Services. This indicates the elimination of one assistant superintendent and a downgrading of the other. In addition, the superintendent's salary was reduced from \$78,000 to \$72,000 and the assistant's salary was reduced from \$68,000 to \$63,000 along with the change of title from assistant superintendent to director.

We had a Director of Federal Programs who moved into a high school vice principalship and her duties as Federal Programs Director were disseminated to other existing staff members. Three teachers who worked half-time as special education coordinators returned to full-time teaching positions; the full-time computer technology coordinator became a half-time teacher and half-time computer coordinator; and the full-time bilingual coordinator became a half-time teacher and half-time bi-lingual coordinator.

If there were misunderstanding as a result of my testimony, I apologize. There was no intent to be misleading. If I can provide any further information for the committee's consideration, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Elaine M. Hopson". The signature is written in dark ink and is positioned above the typed name and title.

Elaine M. Hopson
Personnel Director

EMH/ee

cc: Members of House HESS Committee

Original sponsors: Adams and Wallis

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR HOUSE BILL NO. 199 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FIFTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to teacher layoffs and reemployment,
7 educational employees' collective bargaining agree-
8 ments, and school board meetings to consider school
9 district budgets; and providing for an effective
10 date."

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

12 * Section 1. AS 14.20.175(b) is amended to read:

13 (b) A teacher who has acquired tenure rights is subject to
14 nonretention for the following school year only for the following
15 causes:

16 (1) incompetency, which is defined as the inability or the
17 unintentional or intentional failure to perform the teacher's custom-
18 ary teaching duties in a satisfactory manner;

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

22 (3) substantial noncompliance with the school laws of the
23 state, the regulations or bylaws of the department, the bylaws of the
24 district, or the written rules of the superintendent [; OR

25 (4) A NECESSARY REDUCTION OF STAFF OCCASIONED BY A DECREASE
26 IN SCHOOL ATTENDANCE].

27 Sec. 2. AS 14.20 is amended by adding new sections to read:

28 Sec. 14.20.176. LAYOFFS. (a) A school district may place a
29 teacher on layoff status when it is necessary to reduce the number of

1 teachers in the district because of

2 (1) a decrease in school attendance; or

3 (2) a financial exigency.

4 (b) A district shall notify a teacher who is to be placed on
5 layoff status by certified mail at least 90 days before the effective
6 date of the layoff.

7 (c) When a district notifies a teacher of intent to place the
8 teacher on layoff status, the district shall

9 (1) notify each employee bargaining organization represent-
10 ing school district teachers affected by the layoffs, provide the
11 organization with all appropriate information, and meet with the
12 organization as requested to explore alternatives to the layoffs; and

13 (2) prepare for public distribution a statement that out-
14 lines in detail the proposed program and staff reduction plans, in-
15 cluding alternatives to layoffs.

16 (d) If the layoff is caused by a financial exigency, the dis-
17 trict shall implement all other reasonable cost-saving measures before
18 laying off teachers.

19 (e) A school district may not justify teacher layoffs based on a
20 financial exigency unless the district establishes that the financial
21 crisis cannot be alleviated adequately by reasonable means other than
22 a reduction in the number of teachers.

23 (f) The department shall adopt regulations to implement AS 14.-
24 20.176 - 14.20.178.

25 (g) In this section, "financial exigency" means an imminent
26 financial crisis that threatens the viability of the school district.

27 Sec. 14.20.177. TEACHER LAYOFF RIGHTS. (a) District-wide
28 seniority shall be the basic criterion to determine the order of
29 layoff and of recall from layoff for teachers.

1 (b) When a school district that has laid off certificated teach-
2 ers has a vacancy for a certificated position, the district shall
3 offer the position, in order of district seniority, to the teachers on
4 the district recall list who hold the necessary certificates for that
5 position. The district may not offer the position to a teacher who is
6 not on the district recall list unless each teacher on the recall list
7 who holds the necessary certificates for the position refuses to
8 accept the position. If the district fails to comply with this sub-
9 section, a teacher who holds the necessary certificates, who is on the
10 district recall list, and who has more seniority in the district than
11 the person hired by the district may seek damages from the district.
12 The teacher is entitled to receive an amount equal to the salary and
13 benefits the teacher would have earned if the teacher had been em-
14 ployed in the position for a time equal to the remainder of the teach-
15 er's layoff period under (e) of this section.

16 (c) A district that has a vacancy that is not filled under (b)
17 of this section shall attempt to fill the position from the statewide
18 recall list under AS 14.20.178.

19 (d) A teacher who is eligible to be on a district recall list or
20 the statewide recall list is considered to be on layoff status. A
21 teacher on layoff status is considered to be on unpaid leave of
22 absence. A teacher on layoff status does not accrue leave. Time
23 spent on layoff status does not count toward the acquisition of tenure
24 rights. However, layoff status does not constitute a break in service
25 for

- 26 (1) determining eligibility for tenure;
- 27 (2) retaining acquired tenure rights;
- 28 (3) retaining accrued sick leave; or
- 29 (4) retaining accrued benefits under AS 14.25 (teachers'

1 retirement system) unless the teacher requests in writing to be con-
2 sidered terminated from employment for purposes of AS 14.25.

3 (e) The district shall retain a teacher on the district recall
4 list until the first of the following occurs:

5 (1) the teacher accepts reemployment in the district in a
6 position comparable to the position from which the teacher was laid
7 off;

8 (2) the teacher requests the district to remove the teach-
9 er's name from the list;

10 (3) the teacher refuses three offers from the district for
11 employment in certificated positions for which the teacher holds the
12 necessary certificates; or

13 (4) the expiration of two years and 90 days.

14 Sec. 14.20.178. STATEWIDE RECALL LIST. (a) The department
15 shall maintain a list of certificated teachers who have been laid off
16 by school districts in the state under AS 14.20.176. The list shall
17 be maintained in order of years of teaching service in school dis-
18 tricts in the state. The department shall retain a teacher's name on
19 the list until the first of the following occurs:

20 (1) the teacher accepts reemployment in the state in a
21 position comparable to the position from which the teacher was laid
22 off;

23 (2) the teacher requests the department to remove the
24 teacher's name from the list;

25 (3) the teacher refuses three offers from a school district
26 in the state for employment in certificated positions for which the
27 teacher holds the necessary certificates; or

28 (4) the expiration of five years.

29 (b) A district that is unable to fill a vacancy from the

1 district recall list under AS 14.20.177 shall notify the department of
2 the vacancy. The department shall notify teachers on the statewide
3 recall list of vacant positions referred to it under this subsection.
4 The district shall accept applications from teachers on the statewide
5 recall list for at least 30 days after the department has notified the
6 recall list of the vacancy. The district may not offer the vacant
7 position to a teacher who is not on the statewide recall list unless
8 each teacher on the statewide recall list who holds the necessary
9 certificates and who filed a timely application for the position has
10 refused to accept the position.

11 * Sec. 3. AS 14.20 is amended by adding a new section to article 6 to
12 read:

13 Sec. 14.20.540. DECLARATION OF POLICY. The legislature finds
14 that public school employees are entitled to participate in formulat-
15 ing decisions that pertain to their employment and to the fulfillment
16 of their professional duties. Effective and responsive administration
17 of public schools is most readily obtained through the negotiation of
18 labor agreements that incorporate both managerial and employee per-
19 spectives. The legislature further finds that providing for harmoni-
20 ous and cooperative relations between school boards and employee orga-
21 nizations will promote public education in the state. Accordingly,
22 the legislature declares that it is in the best interests of the state
23 to guarantee educational employees the opportunity to form employee
24 organizations and to negotiate with respect to the terms of their
25 employment.

26 * Sec. 4. AS 14.20.550 is amended to read:

27 Sec. 14.20.550. NEGOTIATION WITH [CERTIFICATED] EMPLOYEES. A
28 [EACH CITY, BOROUGH AND REGIONAL] school board [,] shall negotiate
29 with its [CERTIFICATED] employees in good faith on matters pertaining

1 to [THEIR] employment and the fulfillment of [THEIR] professional
2 duties.

3 * Sec. 5. AS 14.20.555(a) is amended to read:

4 (a) Negotiations between the [CERTIFICATED] employees of the
5 regional educational attendance areas and the respective regional
6 school boards may [SHALL] be conducted by one team representing all
7 the [CERTIFICATED] employees [, ONE TEAM REPRESENTING ALL THE CERTIF-
8 ICATED ADMINISTRATIVE PERSONNEL IF THEY HAVE JOINTED TOGETHER TO
9 NEGOTIATE INDEPENDENTLY AS PROVIDED IN AS 14.20.560(f),] and one team
10 representing all the participating regional school boards. If admin-
11 istrative personnel or noncertificated employees have joined together
12 to negotiate independently as provided in AS 14.20.560(f), a team
13 representing the independent employee organizations shall participate
14 in the negotiations.

15 * Sec. 6. AS 14.20.560 is repealed and reenacted to read:

16 Sec. 14.20.560. NEGOTIATING UNIT. (a) In order to assure to
17 employees the fullest freedom in exercising the rights provided under
18 AS 14.20.540 - 14.20.615, the labor relations agency shall decide in
19 each case the appropriate negotiating unit, based on such factors as
20 community of interest, wages, hours, and other working conditions of
21 the employees involved, the history of negotiating, and the desires of
22 the employees. Negotiating units must be as large as is reasonable.
23 The agency shall avoid unnecessary fragmenting of the units.

24 (b) Upon petition for certification by 30 percent of the employ-
25 ees in a proposed negotiating unit, and if the labor relations agency
26 has reasonable cause to believe that a question of representation
27 exists, the agency shall provide for an appropriate hearing after
28 reasonable notice. If the labor relations agency finds that there is
29 a question of representation, the agency shall direct an election by

1 secret ballot to determine whether, or by which organization, the em-
2 ployees desire to be represented, and shall certify the results of the
3 election. The parties may agree to waive a hearing in order to hold a
4 consent election or for voluntary certification in accordance with
5 regulations of the labor relations agency, or for an election in a
6 negotiating unit agreed upon by the parties. The labor relations
7 agency shall determine the persons eligible to vote in an election and
8 shall adopt regulations governing the election. In an election in
9 which none of the choices on the ballot receives a majority of the
10 votes cast, the agency shall conduct a runoff election. The ballot in
11 the runoff election must provide for selection between the two choices
12 receiving the largest and the second largest number of valid votes
13 cast in the election. The agency shall certify an organization that
14 receives the majority of the votes cast in the election as the exclu-
15 sive representative of all the employees in the negotiating unit.

16 (c) An election may not be held in a negotiating unit or in a
17 subdivision of a negotiating unit if a valid election has been held
18 within the preceding 12 months.

19 (d) The parties may agree to recognize an employee bargaining
20 organization as the exclusive representative.

21 (e) The labor relations agency may direct an election in a
22 negotiating unit in which there is in force a valid collective bar-
23 gaining agreement only during the 90-day period preceding the expira-
24 tion date of the agreement. However, an agreement may not bar an
25 election upon petition of persons in the negotiating unit but not
26 parties to the agreement if more than three years have elapsed since
27 the execution of the agreement or the last timely renewal, whichever
28 was later.

29 (f) Noncertificated employees or certificated administrative

1 personnel may choose by secret ballot to negotiate independently of
2 other personnel. If noncertificated or certificated administrative
3 personnel seek to negotiate independently of other certificated em-
4 ployees, the labor relations agency shall review the submitted rep-
5 resentation petition and, if 30 percent of the employees in a proper
6 negotiating unit sign the petition, the agency shall conduct a rep-
7 resentation election.

8 * Sec. 7. AS 14.20 is amended by adding a new section to read:

9 Sec. 14.20.565. NEGOTIATION MEETINGS. (a) At the written
10 request of an employee bargaining organization, a school board shall
11 meet with the representative of the organization within 20 days after
12 the request, at a time and place to be agreed upon. In the same
13 manner, representatives of an employee bargaining organization shall
14 meet with a school board or its representatives within 20 days after
15 receiving a written request. A written notice by either party must be
16 presented no later than December 1. Negotiations shall commence no
17 later than January 15.

18 (b) Notwithstanding AS 44.62.310, the parties may agree to hold
19 a negotiation meeting in executive session, but the parties shall make
20 all final agreements at a public meeting of the school board.

21 (c) Negotiations must be concluded with both parties reaching
22 agreement by March 15, unless by mutual agreement, both parties agree
23 to extend the process to March 31. Failing to reach agreement by
24 March 31, the parties shall immediately institute the mediation pro-
25 cess under AS 14.20.570.

26 * Sec. 8. AS 14.20.570(a) is amended to read:

27 (a) Upon [THE] written request for mediation by an employee
28 bargaining organization [AGENCY] or a school board, and upon certi-
29 fication by the requesting party that the parties cannot agree on an

1 independent private mediator and that good faith negotiations have
2 terminated in an impasse, the following procedure must be followed
3 [OCCURS]:

4 (1) within [WITHIN] seven days after [OF] the certifica-
5 tion, the requesting party shall ask the United States Federal Media-
6 tion and Conciliation Service to serve as the agency to resolve the
7 dispute; [.]

8 (2) the [THE] mediator shall chair all mediation meetings
9 between the disputing parties and attempt to resolve the differences
10 between the disputing parties and reach common acceptance of terms and
11 conditions or other items in dispute wherever possible; [.]

12 (3) each [WITHIN 30 DAYS OF THE INITIAL MEETING OF THE
13 PARTIES TO THE DISPUTE THE MEDIATOR SHALL HAVE REDUCED ALL THE AGREED
14 TERMS, CONDITIONS AND OTHER ITEMS TO A WRITTEN CONTRACT. IF MUTUALLY
15 AGREED THE PERIOD FOR REPORTING THE CONTRACT TO BOTH PARTIES MAY BE
16 EXTENDED.

17 (4) EACH] party to the dispute may select a team [OF NOT
18 MORE THAN FIVE PERSONS] to present the evidence, thinking and position
19 of the group they represent [,] to the mediator.

20 * Sec. 9. AS 14.20.570 is amended by adding a new subsection to read:

21 (c) When a mediaticn or arbitration meeting is held during
22 normal working hours, the school district shall release the members of
23 the employee team from work to attend the meeting without loss of pay
24 or benefits.

25 * Sec. 10. AS 14.20.580 is repealed and reenacted to read:

26 Sec. 14.20.580. CONTINUED IMPASSE. The mediator shall determine
27 when further mediation would not promote resolution of the dispute.
28 Following mediation, the parties shall observe a 10-day cooling-off
29 period. Following mediation agreement must be reached no later than

1 April 15 or the dispute will go to arbitration under AS 14.20.585.
2 The parties shall conclude arbitration by May 15.

3 * Sec. 11. AS 14.20 is amended by adding a new section to read:

4 Sec. 14.20.585. ARBITRATION. (a) A collective bargaining
5 agreement between a school board and an employee bargaining organiza-
6 tion must include a procedure to promptly select an arbitrator to
7 conduct last-best-offer mediated arbitration. If the parties are
8 unable to agree on a procedure for the selection of an arbitrator, the
9 parties shall use the services of and comply with the procedures of
10 the American Arbitration Association in the selection of an arbitra-
11 tor. An arbitrator selected under this subsection must be a resident
12 of this state unless no state resident arbitrator is readily avail-
13 able.

14 (b) In last-best-offer mediated arbitration under this section,
15 each party shall submit a final offer on each issue in dispute. Each
16 party shall submit to the arbitrator oral or written evidence in sup-
17 port of its position, and must be given an opportunity to respond to
18 the presentation of evidence by the other party. The arbitrator may
19 propose compromises to points in dispute. At the request of either
20 party, or on the motion of the arbitrator, the arbitrator may conduct
21 a public meeting to allow the parties to present and explain their
22 positions and final offers. The arbitrator shall allow each party to
23 revise its last best offer before final submission to the arbitrator
24 for decision.

25 (c) The arbitrator shall, without modification, adopt the last
26 best offer of one of the parties on each issue, and shall issue a
27 final and binding decision not more than 10 days after the parties
28 have presented their last best offers.

29 (d) The parties shall share the cost of the arbitrator equally.

1 * Sec. 12. AS 14.20.590 is amended to read:

2 Sec. 14.20.590. GRIEVANCE PROCEDURES. Negotiations agreements
3 must [EXECUTED AFTER JULY 1, 1975 SHALL] define "grievances" and
4 provide for grievance procedures [FOR THE CERTIFICATED STAFF]. The
5 grievance procedures must [SHALL] provide that the final step in the
6 procedure is [SHALL BE] binding arbitration. The negotiations agree-
7 ment must [SHALL] provide a method for the selection of an arbitrator
8 to resolve grievances. The arbitrator shall determine all questions
9 of arbitrability of a grievance.

10 * Sec. 13. AS 14.20.590 is amended by adding a new subsection to read:

11 (b) The prohibition of unfair labor practices, as described in
12 AS 23.40.110, applies to a school board and an employee organization.
13 An unfair labor practice shall be adjudicated under the grievance
14 procedure of the collective bargaining agreement. It is an unfair
15 labor practice for a school board to refuse to continue the terms of
16 an expired agreement until a new agreement is reached.

17 * Sec. 14. AS 14.20 is amended by adding a new section to read:

18 Sec. 14.20.595. LAYOFF PROVISIONS. (a) A school board and an
19 employee bargaining organization shall negotiate contract terms re-
20 garding teacher layoffs. The terms shall be consistent with AS 14.-
21 20.176 - 14.20.178. The contract may include terms that offer addi-
22 tional protections to teachers in the district.

23 (b) If a school district intends to lay off teachers under
24 AS 14.20.176 - 14.20.178, the district shall negotiate with the em-
25 ployee bargaining organization to find ways to alleviate as much as
26 possible the effect of the layoffs on members of the bargaining orga-
27 nization.

28 (c) A decision of a school district to lay off a teacher is
29 subject to review under the grievance procedures required by

1 AS 14.20.590.

2 * Sec. 15. AS 14.20.610 is amended to read:

3 Sec. 14.20.610. LEGAL RESPONSIBILITIES OF BOARDS. Nothing in
4 AS 14.20.540 - 14.20.615 [AS 14.20.550 - 14.20.600] may be construed
5 as an abrogation or delegation of the legal responsibilities, powers,
6 and duties of the school board, including its right to make final
7 decisions on educational policies.

8 * Sec. 16. AS 14.20 is amended by adding a new section to article 6 to
9 read:

10 Sec. 14.20.615. DEFINITIONS. (a) In AS 14.20.540 - 14.20.615,
11 "employee" includes certificated and noncertificated employees of
12 school districts.

13 (b) In AS 14.20.540 - 14.20.615, "collective bargaining," "elec-
14 tion," "labor relations agency," and "organization" have the meanings
15 given in AS 23.40.250.

16 * Sec. 17. AS 44.62.310 is amended by adding a new subsection to read:

17 (g) A school board or subcommittee of a school board may not
18 consider or discuss the school district budget except in a public
19 meeting. The work papers and related materials concerning the budget
20 that are considered at the meeting are public records. The board
21 shall make copies of the papers and materials available to the public
22 at the meeting to the maximum extent possible.

23 * Sec. 18. This Act does not modify or terminate a negotiating unit or
24 agreement in existence on the effective date of this Act.

25 * Sec. 19. This Act takes effect immediately under AS 01.10.070(c).
26
27
28
29