

ALASKA LEGISLATURE COMMITTEE FILES 1991-1992 8672

6811 HOUSE HEALTH EDUCATION & SOCIAL SERVICES

natural parent legally ends, such as by divorce or death.⁶¹ Some states have said that separation does not by itself terminate a step-parent's support duty; there must be a lawful divorce to sever the ties.⁶² States using equity principles may be more likely to terminate a duty when the step-parent/step-child relationship ends or at least fades in intensity, be it before or after an official dissolution.⁶³

Cohabitants

A few states have statutes that make live-in partners of the custodial parent at least secondarily liable for the support of the custodial parent's child.⁶⁴ Cohabitants, who at common law had no duty, often have close relationships with their partners' children, creating in many cases surrogate parencies. This fairly recent addition to the breadth of duty may primarily be linked to the welfare system's byproduct in many states — aid available only to those families whose heads of household are not legally married.⁶⁵ As a consequence, several states want to make sure that the cohabitant faces the same degree of liability as would a natural parent. Also, as a result of a nationwide trend toward more extramarital cohabitation, many children are brought up in homes analogous to a step-parent/natural parent situation except for the lack of a marriage vow between the heads of household. In many of those cases, the cohabitant acts *in loco parentis* to the child.

Grandparents and Other Relatives

Very few states hold grandparents liable for the support of their grandchildren.⁶⁶ Grandparent liability sometimes attaches when the child of the grandparent is a minor at the time the grandchild is born and the child is not married or financially independent.⁶⁷ Some states have dependency laws to cover incapacity or indigency of family members beyond the spouse or issue of the parent.⁶⁸ The idea of extended family liability is not new to many cultures, including many ones indigenous to America. The liability of a grandparent or other relative invariably arises only when the liability of the natural parent, step-parent or *in loco parentis* parent is unenforceable.

Conclusion

Reality shows that children do not automatically become independent, fully-functioning adults upon a birthday or upon the taking of a marriage vow. In

a world more complex (albeit less harsh) than that faced by our predecessors, where children may be less innocent of "adult" ways but remain by and large unsophisticated in the rudiments of "getting by and making a living," a large percentage of post-minority youths lack the immediate and sometimes long-term ability to survive independently. The financial and emotional dependencies of these adult children have not gone overlooked by states, especially in the years following the wholesale lowering of the presumptive age of majority from 21 to 18. Family law has traditionally followed equitable principles, and the extension of a support duty to those who are still dependent owed by those who can best provide it accentuates the triumph of fairness over rigidity. The gray areas persist, though, as what is fair to one person becomes unfair to another, where one person's necessities are another person's luxuries, and where a person whose philosophy may be to teach independence to a child faces legal liability for support until the child is motivated to accept the provider's lesson. One example of the dilemma is determining the "fairness" of holding a modest-income, absent-parent liable for the entire cost of sending a child to private college when the parent may have insisted the child go to a public college or pay for much of his or her education if the absent parent had remained part of the child's household. Is it relevant whether there is a family history of post-secondary school attendance or if the child has shown exceptional academic promise? The issue goes beyond dependency to expectation. It is dealing with this politically-charged area of expectation that courts and legislatures may face their most difficult hurdle, as deciding a family's expectation of entitlement may unavoidably be a very subjective determination. The support cube's boundaries still appear to be fluctuating, often on a case-to-case basis.

Mr. Ball is an assistant director of the ABA Child Support Project, located in Washington, D.C.

Footnotes

1. See, e.g., *In re Plummer*, 703 P.2d 657 (Colo. Ct. App. 1985); *Taylor v. Taylor*, 478 So.2d 310 (Miss. 1985).
2. U.S. CONST. AMEND. 26.
3. N.Y. DOM. REL. LAW § 3-A-31 (Uniform Support of Dependents Law).
4. See, e.g., *Verna v. Verna*, 288 Pa. Super. 511, 432 A.2d 630 (1981); S.C. CODE ANN. § 20-7-90.
5. See IOWA CODE ANN. 598.1 (2); VT. STAT. ANN. tit. 15, § 201.
6. See, e.g., *Feinberg v. Dinmant*, 378 Mass. 171, 389

- N.E.2d 998 (1979); Eckenroed v. Eckenroed, 668 S.W. 2d 104 (Mo. Ct. App. 1984).
7. N.D. CENT. CODE § 140-09-09; OR. REV. STAT. § 109.053.
 8. VT. STAT. ANN. tit. 15, § 296; WASH. REV. CODE ANN. § 26.18.205.
 9. Rhodes v. Rhodes, 305 So. 2d 352 (La. Ct. App. 1974); Skoones v. Patero, 60 Md. App. 48, 480 A.2d 820 (1984).
 10. DEL. CODE ANN. tit. 13, § 501(b); VT. STAT. ANN. tit. 15, § 294.
 11. See generally, R. Williams, Development of Guidelines for Child Support Orders (1987).
 12. 42 U.S.C. § 667 (1987).
 13. Blackstone's Commentaries (Lewis ed.) 419; Kent on American Law 190.
 14. IND. CODE ANN. § 31-1-11.5-12(d); MO. REV. STAT. § 454.460.
 15. C.v.R., 169 N.J. Super. 168, 404 A.2d 366 (1979); Church v. Hancock, 261 N.C. 764, 136 S.E. 2d 81 (1964).
 16. Blair v. Brewington, 445 So. 2d 294 (Ala. 1983).
 17. Gorsten v. Geraten, 281 So. 2d 607 (Fla. Dist. Ct. App. 1973); McClain v. McClain, 235 Ga. 417, 211 S.E. 2d 561 (1975).
 18. Sayne v. Sayne, 39 Tenn. App. 422, 284 S.W. 2d 309 (1956); Kamp v. Kamp, 640 P. 2d 48 (Wyo. 1982).
 19. U.S. CONST. AMEND. 26.
 20. MONT. CODE ANN. § 40-5-201; OHIO REV. CODE ANN. § 3109.5.
 21. See, e.g., CONN. GEN. STAT. ANN. § 46b-215; Oviatt v. Oviatt, 43 Mich. App. 628, 204 N.W. 2d 753 (1972).
 22. See, e.g., TENN. CODE ANN. § 34-1-101; TEX. FAM. CODE ANN. § 4.02.
 23. CAL. CIV. CODE § 196; S.D. CODIFIED LAWS ANN. § 25-5-18.1.
 24. See, e.g., Evans v. Evans, 456 So. 2d 956 (Fla. Dist. Ct. App. 1984).
 25. See, e.g., IOWA CODE ANN. § 598.1(2).
 26. Nicolls v. Nicolls, 371 A. 2d 400 (Conn. 1977); Sakovits v. Sakovits, 178 N.J. Super. 623, 429 A. 2d 1091 (1981).
 27. In re Marriage of Urban, 293 N.W. 2d 198 (Iowa 1980).
 28. See, e.g., Wagner v. Wagner, 286 S.C. 489, 335 S.E. 2d 246 (1985).
 29. See, e.g., Kotler v. Spaulding, 4 Mass. App. Ct. 515, 510 N.E. 2d 770.
 30. ARIZ. REV. STAT. ANN. § 25-320B; In re Koltay, 646 P. 2d 405 (Colo. Ct. App. 1982), *aff'd*, 667 P. 2d 1374 (Colo. 1983).
 31. Feinberg v. Diamant, 378 Mass. 171, 389 N.E. 2d 998 (1979), compare with Sayne v. Sayne, 39 Tenn. App. 422, 284 S.W. 2d 309 (1956).
 32. See, e.g., Rose v. Rubenstein, 693 S.W. 2d 580 (Tex. Ct. App. 1985).
 33. Sayne v. Sayne, 39 Tenn. App. 422, 284 S.W. 2d 309 (1956); Com. ex rel Mngaziner v. Mngaziner, 419 A. 2d 149 (Pa. Super. Ct. 1980).
 34. Kamp v. Kamp, 640 P. 2d 48 (Wyo. 1982); Taylor v. Taylor, 478 So. 2d 310 (Miss. 1985); OHIO REV. CODE ANN. § 3109.5; TEX. FAM. CODE ANN. § 14.05(b); NEV. REV. STAT. § 125B.110.1.
 35. ARIZ. REV. STAT. ANN. § 25-320B; N.H. REV. STAT. ANN. § 546-A; Sininger v. Sininger, 300 Md. 604, 479 A. 2d 1354 (1984).
 36. DEL. CODE ANN. tit. 13, § 503; Blair v. Brewington, 445 So. 2d 294 (Ala. 1983); S.C. CODE ANN. § 20-7-90.
 37. ALASKA STAT. § 25.20.030; IDAHO CODE § 32-1001.
 38. CAL. CIV. CODE § 206; DEL. CODE ANN. tit. 13, § 505.
 39. MO. REV. STAT. § 453.400; MONT. CODE ANN. § 40-5-201.
 40. See, e.g., Bernier v. Bernier, 125 N.H. 517, 484 A. 2d 1088 (1984).
 41. MO. REV. STAT. § 454.460; N.C. GEN. STAT. § 110-129.
 42. See, e.g., Baker v. Baker, 217 Kan. 319, 537 P. 2d 171 (1975).
 43. See, e.g., C.v.R., 169 N.J. Super. 168, 404 A. 2d 366 (N.J. Ch. 1979); Going v. Going, 8 Tenn. App. 690 (Tenn. Ct. App. 1926).
 44. Embree v. Embree, 85 Idaho 443, 380 P. 2d 216 (1963); UTAH CODE ANN. § 78-45-2(4).
 45. MASS GEN. LAWS ANN. ch. 208, § 28; Bernier v. Bernier, 125 N.H. 517, 484 A. 2d 1088 (1984).
 46. In re Marriage of Hughes, 734 S.W. 2d 280 (Mo. Ct. App. 1987).
 47. Baker v. Baker, 217 Kan. 319, 537 P. 2d 171 (1975); Johnson v. Johnson, 215 Neb. 689, 340 N.W. 2d 293 (1983).
 48. 42 U.S.C. § 666(a)(9).
 49. Reinhardt v. Reinhardt, 131 So. 2d 509 (Fla. Dist. Ct. App. 1961); TEX. FAM. CODE ANN. § 14.05(d).
 50. N.M. STAT. ANN. § 40-5-14; Caldwell v. Caldwell, 5 Wis. 2d 146, 92 N.W. 2d 356 (1958).
 51. MONT. CODE ANN. § 40-5-201; S.D. CODIFIED LAWS ANN. § 25-7-14.
 52. ILL. REV. STAT. ch. 40, § 510(c); NEV. REV. STAT. § 125B.130.
 53. N.C. GEN. STAT. § 50-134(b).
 54. OR. REV. STAT. § 109.030; WASH. REV. CODE ANN. § 26.16.205.
 55. Weber v. Aetna Casualty and Surety Co., 406 U.S. 164 (1972); Levy v. Louisiana, 391 U.S. 68 (1968).
 56. Dubroc v. Dubroc, 284 So. 2d 869 (La. Ct. App. 1973); Hoffman v. Hoffman, 122 A.D. 2d 583, 505 N.Y.S. 2d 273, appeal dismissed, 69 N.Y. 2d 706, 504 N.E. 2d 398 (1986); Childers v. Childers, 89 Wash. 29, 575 P. 2d 201 (1978).
 57. MO. REV. STAT. § 453.400; N.Y. DOM. REL. LAW § 3-A-31 (Uniform Support of Dependents Law); N.D. CENT. CODE § 14-09-09.
 58. A.S. v. B.S., 150 N.J. Super. 122, 374 A. 2d 1259 (1976); Niesen v. Niesen, 38 Wis. 2d 599, 157 N.W., 2d 660 (1968).
 59. Byers v. Byers, 618 P.O. 2d 930 (Okla. 1980); OR. REV. STAT. § 109.053; S.D. CODIFIED LAWS ANN. § 25-7-8.
 60. See, e.g., Ewing v. May, 705 S.W. 2d 910 (Ky. 1986); Guidelines in Determining Child Support as adopted by the State of Hawaii Department of the Judiciary.
 61. OR. REV. STAT. § 109.053; VT. STAT. ANN. tit. 15, § 296.
 62. Stahl v. Dep't of Social and Health Services, 43 Wash. App. 401, 717 P. 2d 320 (Wash. Ct. App. 1986).

(7)

Date Referred: January 14, 1992

FURTHER REFERRALS:

Judiciary

Date of Committee Action: 2/4/92

The HEALTH, EDUCATION AND SOCIAL SERVICES Committee considered:

SSHB 52

SPONSOR SUBSTITUTE FOR HOUSE BILL NO. 52

CHILD SUPPORT FOR NONMINORS

"An Act relating to child support for children who are not minors and representation of their interests during certain proceedings."

RECOMMENDATIONS: the same title
be replaced with _____ a new title

have attached amendments(s)

do pass

do not pass

no recommendations

individual recommendations

additional referral to the _____ Committee

ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(S): (Dept)

APPROVES PREVIOUS: (Dept/Datc)

fiscal impact Revenue (CSED)

fiscal note(s) _____

zero fiscal note _____

zero fiscal note(s) _____

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
<i>Patricia Curran</i>	✓				
<i>Mary Miller</i>	✓				
<i>Beth Davis</i>	✓				
<i>J. E. Bonabe</i>	✓				
<i>Cheri Davis</i>	—				

Patricia Curran
CHAIRMAN'S SIGNATURE

(7)

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zero fiscal note _____

zero fiscal note(s) _____

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
<i>Patricia Lane</i>	✓				
<i>Mary Miller</i>	✓				
<i>Betty Davis</i>	✓				
<i>J. E. Boyce</i>	✓				
<i>Cheri Davis</i>	✓				

Patricia Lane
CHAIRMAN'S SIGNATURE

FISCAL NOTE

STATE OF ALASKA
1991 LEGISLATIVE SESSION

BILL NO. HB52

Revision Date: February 1, 1991
Title: Act relating to child support for children who are not minors
Sponsor: Ulmer, B. Davis
Requestor: _____

Department Affected: Department of Revenue
BRU: Child Support Enforcement Division
Component: _____

COMPONENT SERIAL NO. | | | |

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 92	FY 93	FY 94	FY 95	FY 96	FY 97
OPERATING						
PERSONAL SERVICES	77.6	81.0	83.0	88.5	92.5	96.6
TRAVEL	0	0	0	0	0	0
CONTRACTUAL	4	1	1	1.1	1.2	1.3
SUPPLIES	0	0	0	0	0	0
EQUIPMENT	3	0	0	0	0	0
LANDS & STRUCTURES	0	0	0	0	0	0
GRANTS, CLAIMS	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	0	0	0
TOTAL OPERATING	84.6	82.0	84.0	89.6	93.7	97.9
CAPITAL	0	0	0	0	0	0
REVENUE	85	94	104	115	127	141

FUNDING: (Thousands of Dollars)

GENERAL FUND	28.8	27.9	28.6	30.5	31.8	33.3
FEDERAL FUNDS	55.8	54.1	55.4	59.1	61.9	64.6
OTHER	0	0	0	0	0	0
TOTAL	84.6	82.0	84.0	89.6	93.7	97.9

POSITIONS:

FULL-TIME	2	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

Estimate of current year impact: 0

ANALYSIS: See attached analysis.

Prepared By: Ardith Lynch *W7* Phone: 263-6277
Division: Child Support Enforcement Division Date: February 4, 1991
Approved by Commissioner: Lee E. Fisher *[Signature]*
Agency: Department of Revenue Date: 2-28-91

Distribution (by preparer): Legislative Finance, Legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).

FISCAL NOTE ANALYSIS
CHILD SUPPORT ENFORCEMENT DIVISION
PAGE 2 OF 2

Reference: HB 52 Child support for children who are not minors

HB 52 will have a positive fiscal impact on the Child Support Enforcement Division; it will increase AFDC collections, thereby also increasing the amount of incentives that CSED receives from the Federal Government. The increased revenue will exceed the additional operating costs of implementation of this bill by the Child Support Enforcement Division.

This bill would allow the court to order support for children who are over eighteen, including children who reach age 18 during their final year of school. It would therefore enable CSED to collect support for children over age 18 who are receiving public assistance benefits. The Division of Public Assistance estimates that AFDC benefits are paid to an average of 83 children each month who are over eighteen and enrolled in school (and expected to graduate before age 19), with an average benefit payment amount of \$298 per month attributable to that child. Assuming an average child support order for these children of \$225 per month, and a collection rate of 33%, CSED would collect an additional \$74,000 in these AFDC cases in the first year. (CSED projects an increase in collections of 12% per year.) Child support collections in AFDC cases are deposited in the general fund to help pay the State's AFDC general fund match. In addition, CSED earns federal incentives on its collections, both AFDC and non-AFDC, which would increase by \$11,000 in the first year. However, collection of additional support in both AFDC and non-AFDC cases will require additional caseworker time. In addition, support orders must be modified to include post-majority support. This fiscal note reflects the cost of one additional Child Support Enforcement Officer I and one additional Clerk IV who will be assigned to modification and enforcement. The positions in the first year will cost \$74,200, with associated equipment and contractual costs for computer terminals at \$6,000 (one-time cost) and telephones at \$1000. Increases in personnel services costs in the years beyond FY 92 are projected at a conservative rate of 4.5 percent.

CSED supports this bill because it will provide continued financial support for children on public assistance, thereby reducing public dependency and increasing state collections.

AAL:dab

FISCAL NOTE

STATE OF ALASKA
1992 LEGISLATIVE SESSION

BILL NO. 68HB52

Revision Date: February 3, 1992
Title: Act relating to child support for children who are not minors
Sponsor: Umar, B. Davis
Requestor: _____

Department Affected: Department of Revenue
BRU: Child Support Enforcement Division
Component: _____

COMPONENT SERIAL NO. | | 1 | 1 | 1 |

EXPENDITURES/EXPENSES: (Thousands of Dollars)

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES	44.6	46.6	49.1	51.8	54.7	57.1
TRAVEL	0	0	0	0	0	0
CONTRACTUAL	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0
EQUIPMENT	3	0	0	0	0	0
LANDS & STRUCTURES	0	0	0	0	0	0
GRANTS, CLAIMS	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	0	0	0
TOTAL OPERATING	47.4	46.6	49.1	51.8	54.7	57.1
CAPITAL	0	0	0	0	0	0
REVENUE	26.9	27.2	27.8	27.7	28.0	28.3
*FUND SOURCE: 1004	23.6	23.9	24.2	24.4	24.7	25.0
FUND SOURCE: 1016	3.3	3.3	3.3	3.3	3.3	3.3

FUNDING: (Thousands of Dollars)

GENERAL FUND	16.1	15.8	16.7	17.6	18.6	19.4
FEDERAL FUNDS	31.3	30.8	32.4	34.2	36.1	37.7
OTHER	0					
FUND SOURCE:	0					
TOTAL	47.4	46.6	49.1	51.8	54.7	57.1

POSITIONS:

FULL-TIME	1	1	1	1	1	1
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

estimate of current year impact: 0

ANALYSIS: See attached analysis.

Prepared By: Teri D. Mahoney Phone: 263-6279
Division: Child Support Enforcement Division Date: February 3, 1992

Approved by Commissioner: Darrel J. Rexwinkel Date: 2/3/92
Agency: Department of Revenue

Distribution (by preparer): Leg. Fin., Legislative Sponsor, Requestor, Com/DBR, Gov. Legis. Ofc., & impacted agency(ies).

**FISCAL NOTE ANALYSIS
CHILD SUPPORT ENFORCEMENT DIVISION
BUDGET COMPONENT #111
PAGE 2 OF 2**

Reference: HB 52 Child support for children who are not minors

Summary:

This bill would allow the court to order support for 18 year old dependent children who are actively pursuing a high school diploma or vocational training. Support orders for these children would enable CSED to collect support for children over age 18, including children who are receiving public assistance benefits. The Division of Public Assistance grants AFDC benefits to children who are over eighteen and enrolled in school (and expected to graduate before age 19).

Assumptions:

HB 52 will increase child support collections in AFDC (public assistance) cases and increase the amount of incentives that the State receives from the Federal Government.

Average benefit payment	\$341 per month
41 children with an average support payment of	\$200 per month
Collection rate of	24%

Based on these assumptions, CSED would collect an additional \$23,616 in these AFDC cases the first year. CSED projects an increase in collections of 1% per year.

Positions:

One Child Support Enforcement Officer I at \$44.4 with a 4.5% increase per year.

Other Expenditures:

One time cost of equipment and computer terminal: \$3.0.

Funding:

Funding for the CSED's operating costs is 66% Federal funding and 34% State General Fund Match.

Economic Impact:

Child Support collections in AFDC cases are deposited in the general fund to help pay the State's AFDC General Fund Match. In addition, the State receives Federal incentives for its child support collections, both AFDC and non-AFDC. This would increase incentives by \$3.3 in the first year based on the above assumptions.

THE FOLLOWING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

CS FOR HOUSE BILL NO. 52 ()

IN THE LEGISLATURE OF THE STATE OF ALASKA

SEVENTEENTH LEGISLATURE - FIRST SESSION

BY

Offered:

Referred:

Sponsor(s): REPRESENTATIVES ULMER, B.Davis

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to child support for children who are not minors and representation of
2 their interests during certain proceedings; and relating to postsecondary educational support
3 of certain children."

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

5 * Section 1. AS 25.24.060(c) is amended to read:

6 (c) Mediation shall be conducted informally as a conference or series of conferences.
7 The parties to the action and a court-appointed representative of any [MINOR] children of the
8 marriage under the age of 26 whose interests may be affected shall attend. Counsel for the
9 parties may attend all such conferences.

10 * Sec. 2. AS 25.24.140(a) is amended to read:

11 (a) During the pendency of the action, a spouse may, upon application and in appropriate
12 circumstances, be awarded expenses, including

13 (1) attorney fees and costs that reasonably approximate the actual fees and costs
14 required to prosecute or defend the action; in applying this paragraph, the court shall take

1 appropriate steps to ensure that the award of attorney fees does not contribute to an unnecessary
2 escalation in the litigation;

3 (2) reasonable spousal maintenance, including medical expenses; and

4 (3) reasonable support for minor children of the marriage in the care of the
5 spouse, reasonable support for other unmarried children of the marriage under the age of
6 22 who are actively pursuing a high school diploma or its equivalent while living as
7 dependents with the spouse or designee of the spouse, and reasonable postsecondary
8 educational support for children of the marriage as provided in AS 25.24.320 [, IF THERE
9 IS A LEGAL OBLIGATION OF THE OTHER SPOUSE TO PROVIDE SUPPORT].

10 * Sec. 3. AS 25.24.170(a) is amended to read:

11 (a) Subject to AS 25.20.110, any time after judgment the court, upon the motion of either
12 party, may set aside, alter, or modify so much of the judgment as may provide for alimony, for
13 the appointment of trustees for the care and custody of the minor children or for their nurture and
14 education, for the care, nurture, and education of other unmarried children of the marriage
15 under the age of 22 while they are actively pursuing a high school diploma or its equivalent
16 while living as dependents with a parent, guardian, or designee of the parent or guardian,
17 and reasonable postsecondary educational support for other children of the marriage as
18 provided under AS 25.24.320, or for the maintenance of either party to the action.

19 * Sec. 4. AS 25.24.200(a) is amended to read:

20 (a) A husband and wife together may petition the superior court for the dissolution of
21 their marriage under AS 25.24.200 - 25.24.260 if the following conditions exist at the time of
22 filing the petition:

23 (1) incompatibility of temperament has caused the irremediable breakdown of the
24 marriage;

25 (2) if there are unmarried [MINOR] children of the marriage under the age of
26 26 or the wife is pregnant, and the spouses have agreed on which spouse or third party is to be
27 awarded custody of each minor child of the marriage and the extent of visitation, including
28 visitation by grandparents and other persons if in the child's best interests, and support, including
29 post-majority support and postsecondary educational support, to be provided on the
30 children's behalf, whether the payments are to be made through the child support enforcement
31 agency and the tax consequences of that agreement;

1 (3) the spouses have agreed as to the distribution of all jointly owned real and
 2 personal property, including retirement benefits, and the payment of spousal maintenance, if any,
 3 and the tax consequences resulting from these payments; the agreement must be fair and just and
 4 take into consideration the factors listed in AS 25.24.160(a)(2) and (4) so that the economic
 5 effect of dissolution is fairly allocated; and

6 (4) the spouses have agreed as to the payment of all unpaid obligations incurred
 7 by either or both of them, and as to payment of obligations incurred jointly in the future.

8 * Sec. 5. AS 25.24.210(e) is amended to read:

9 (e) If the petition is filed by both spouses under AS 25.24.200(a), the petition must state
 10 in detail the terms of the agreement between the spouses concerning the custody of children,
 11 child support, visitation, spousal maintenance and tax consequences, if any, and fair and just
 12 division of property, including retirement benefits. Agreements on spousal maintenance and
 13 property division must fairly allocate the economic effect of dissolution and take into
 14 consideration the factors listed in AS 25.24.160(a)(2) and (4). In addition, the petition must state

15 (1) the respective occupations of the petitioners;

16 (2) the income, assets, and liabilities of the respective petitioners at the time of
 17 filing the petition;

18 (3) the date and place of the marriage;

19 (4) the name, date of birth, and current custodial and educational status of each
 20 [MINOR] child under the age of 26 born of the marriage or adopted by the petitioners;

21 (5) whether the wife is pregnant;

22 (6) whether either petitioner requires medical care or treatment;

23 (7) whether a domestic violence complaint has been filed during the marriage by
 24 a member of the household;

25 (8) whether either petitioner has received the advice of legal counsel regarding a
 26 divorce or dissolution;

27 (9) other facts and circumstances that the petitioners believe should be considered;

28 (10) that the petition constitutes the entire agreement between the petitioners; and

29 (11) any other relief sought by the petitioners.

30 * Sec. 6. AS 25.24.230(b) is amended to read:

31 (b) If the petition is filed under AS 25.24.200(a) and is subject to AS 25.24.220(h), the

1 court may grant the spouses a final decree of dissolution and shall order other relief as provided
2 in this section if the court, upon consideration of the information contained in the petition and
3 the testimony of the spouse or spouses at the hearing, finds that

4 (1) the spouses understand fully the nature and consequences of their action;
5 (2) the written agreements between the spouses concerning visitation, child
6 custody, and child support, including postsecondary educational support and post-majority
7 support, [AND VISITATION] are in the best interest of the children of the marriage, constitute
8 the entire agreement of the parties on child custody, child support, and visitation, and, as between
9 the spouses, are just; the court may not grant the spouses a final decree of dissolution unless
10 the agreement provides for postsecondary educational support for the children that is at
11 least as great as would be ordered by a court under AS 25.24.320 and post-majority support
12 for children under the age of 22 while they are actively pursuing a high school diploma or
13 its equivalent and living as dependents with a parent, guardian, or designee of the parent
14 or guardian;

15 (3) the written agreements between the spouses concerning spousal maintenance
16 and tax consequences, if any, division of property, including retirement benefits, and allocation
17 of obligations are just and constitute the entire agreement between the parties;

18 (4) the spousal maintenance and division of property fairly allocate the economic
19 effect of dissolution and take into consideration the factors listed in AS 25.24.160(a)(2) and (4);

20 (5) each spouse entered the agreement voluntarily and free from the coercion of
21 another person; and

22 (6) the conditions in AS 25.24.200(a) have been met.

23 * Sec. 7. AS 25.24.230(d) is amended to read:

24 (d) The court shall dismiss a petition or continue action on a petition filed under
25 AS 25.24.200 - 25.24.260 before findings are made if

26 (1) a representative of the minor children objects to a term of an agreement
27 between the spouses or a representative of a child who is not a minor objects to a term
28 providing or failing to provide postsecondary educational support or other post-majority
29 support for the child;

30 (2) either of the spouses withdraws from an agreement required under
31 AS 25.24.200(a); or

1 (3) the petition alleges that the conditions in AS 25.24.200(b) exist, but the
2 whereabouts of the absent spouse becomes known to the other spouse or the court before findings
3 are made.

4 * Sec. 8. AS 25.24.310(a) is amended to read:

5 (a) In an action involving a question of the custody, support, or visitation of a child
6 [MINOR], the court may, upon the motion of a party to the action or upon its own motion,
7 appoint an attorney or the office of public advocacy to represent a minor with respect to the
8 custody, support, and visitation of the minor or in any other legal proceeding involving the
9 minor's welfare or to represent a child who is not a minor with respect to postsecondary
10 educational support or other post-majority support. When custody, support, or visitation is
11 at issue in a divorce, it is the responsibility of the parties or their counsel to notify the court that
12 such a matter is at issue. Upon notification, the court shall determine whether the minor or
13 other child should have legal representation or other services and shall make a finding on the
14 record before trial. If the parties are indigent or temporarily without funds, the court shall
15 appoint the office of public advocacy. The court shall notify the office of public advocacy if the
16 office is required to provide legal representation or other services. The court shall enter an order
17 for costs, fees, and disbursements in favor of the state and may further order that other services
18 be provided for the protection of the minor or other child.

19 * Sec. 9. AS 25.24.310(c) is amended to read:

20 (c) Instead of, or in addition to, appointment of an attorney under (a) of this section, the
21 court may, upon the motion of either party or upon its own motion, appoint an attorney or other
22 person or the office of public advocacy to provide guardian ad litem services to a child [MINOR]
23 in any legal proceedings involving the child's [MINOR'S] welfare. The court shall require a
24 guardian ad litem when, in the opinion of the court, representation of the child's [MINOR'S] best
25 interests, to be distinguished from preferences, would serve the welfare of the child [MINOR].
26 The court in its order appointing a guardian ad litem shall limit the duration of the appointment
27 of the guardian ad litem to the pendency of the legal proceedings affecting the child's
28 [MINOR'S] interests, and shall outline the guardian ad litem's responsibilities and limit the
29 authority to those matters related to the guardian's effective representation of the child's
30 [MINOR'S] best interests in the pending legal proceeding. The court shall make every
31 reasonable effort to appoint a guardian ad litem from among persons in the community where

1 the child's [MINOR'S] parents or the person having legal custody or guardianship of the child's
2 [MINOR'S] person reside. When custody, support, or visitation is at issue in a divorce, it is the
3 responsibility of the parties or their counsel to notify the court that such a matter is at issue.
4 Upon notification, the court shall determine if the child's [MINOR'S] best interests need
5 representation or if the minor or other child needs other services and shall make a finding on
6 the record before trial. If one or both of the parties is indigent or temporarily without funds the
7 court shall appoint the office of public advocacy. The court shall notify the office of public
8 advocacy if the office is required to provide guardian ad litem services. The court shall enter
9 an order for costs, fees, and disbursements in favor of the state and may further order that other
10 services be provided for the protection of the child [MINOR].

11 * Sec. 10. AS 25.24 is amended by adding a new section to read:

12 Sec. 25.24.320. POSTSECONDARY EDUCATIONAL SUPPORT. (a) When issuing
13 an order for support under AS 25.24.140(a)(3) or 25.24.170(a), the court shall provide for four
14 years of reasonable postsecondary educational support for children of the marriage while they are

15 (1) unmarried;

16 (2) under the age of 26; and

17 (3) at least half-time students in good standing in a career education program,
18 college, or university that qualifies for the use of scholarship loans under AS 14.43.120(b).

19 (b) When determining what would be reasonable postsecondary educational support under
20 this section, the court shall consider

21 (1) the earnings, income, and resources of the parents, including real and personal
22 property;

23 (2) the financial needs and resources, physical and emotional condition, and
24 educational needs of the child; and

25 (3) the standard of living, including the likely educational attainment, the child
26 would have enjoyed had the marriage stayed intact.

27 * Sec. 11. AS 25.27.070(a) is amended to read:

28 (a) In a proceeding in which the court has ordered either or both parents to pay for the
29 support of a [MINOR] child, the court may, on its own motion or motion of a party or the
30 agency on behalf of a party, after notice and an opportunity for hearing, order either parent or
31 both parents to assign to the custodian of the child that portion of salary or wages of either parent

1 due them currently and in the future sufficient to pay the amount ordered by the court for the
2 support, maintenance, nurture, and education of the [MINOR] child.

3 * Sec. 12. AS 25.27.130(b) is amended to read:

4 (b) To establish or enforce an order of support, based on the subrogation of the state, the
5 agency is not limited to the amount of assistance being granted to the [MINOR] child.

6 * Sec. 13. The changes made by this Act constitute a material change in circumstances for purposes
7 of a motion to modify a child support determination under AS 25.20.110.

H B

5 3

NORTH SLOPE BOROUGH SCHOOL DISTRICT

Pouch 169 • Barrow, Alaska 99723

(907) 852-5311 • FAX (907) 852-5984



Office of the Superintendent

Patsy Aamodt, *Superintendent*

*Nunamiut Wolves
Nunamiut School
Box 21029
Anaktuvuk Pass,
Alaska 99721
(907) 661-3226
FAX (907) 661-3402*

January 23, 1991

*Aiqasuk Eagles
Meade River School
Aiqasuk, Alaska 99791
(907) 633-6315
FAX (907) 633-6215*

Representative Eileen MacLean
Co-Chair, House Finance Committee
Pouch V
Juneau, Alaska 99811

*Barrow Whalers
Barrow High School
Pouch 8950
Barrow, Alaska 99723
(907) 852-8950*

RE: House Bill 53, Increase State Education Aid

Dear Eileen:

*BMS Wolves
Barrow Middle School
Pouch 8950
Barrow, Alaska 99723
(907) 852-8950*

Ahrahaa! Title-chauran naguupaluktuq taiyuaqtuni. As you know, one of the NSB School District's legislative priorities is to actively support legislation that would increase the funding level in State Foundation Aid for schools in Alaska.

*Arctic Fox
Fred Ipalook
Elementary School
Box 450
Barrow, Alaska 99723
(907) 852-4711*

My staff and I have reviewed House Bill 53, related to State Aid for Education, and would like to go on record that the NSB School District officially SUPPORTS this legislation. In addition, HB 53 appears to be identical to a draft Senate version which we had examined earlier. The draft version was supported by the Alaska Association of School Administrators.

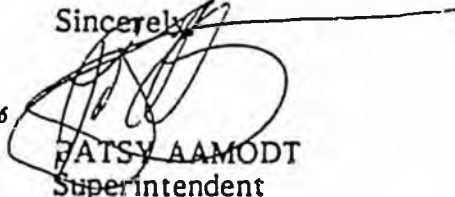
*Kaveolook Rans
Harold Kaveolook School
Box 10
Kaktovik, Alaska 99747
(907) 640-6626
FAX (907) 640-6717*

The North Slope Borough officials also are supportive of HB 53 as any increase in foundation aid would benefit both the District and the Borough.

*Nuiqsut Trappers
Trapper School
Nuiqsut, Alaska 99789
(907) 480-6712
FAX (907) 480-6621*

Thank you for expressing your desire to become a co-sponsor of House Bill 53. I believe this bill is politically viable for all school districts in the State and hope you can continue supporting HB 53. Please let me know if my staff and I can be of any assistance to you. **BEST OF LUCK AND SUCCESS** as the Session begins!

*Tikigaq Harpooners
Tikigaq School
Box 148
Point Barrow, Alaska 99766
(907) 368-2662 or 2663
FAX (907) 368-2770*

Sincerely,

PATSY AAMODT
Superintendent

*Cully Qavviks
Cully School
Point Lay, Alaska 99759
(907) 833-2312
FAX (907) 833-2123*

PA:BIL

*Alak Huskies
Alak School
Box 10
Wainwright, Alaska 99782
(907) 763-2541
FAX (907) 763-2550*

cc: Senator Al Adams
Ashley Reed, District Lobbyist
Steve McPhetres, AASA
Carl Rose, AASA

Hoonah Public Schools

P.O. Box 157

(907) 945-3611

Hoonah, Alaska 99829

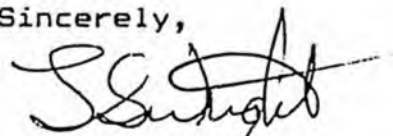
January 30, 1991

Steve McPhetres
A.C.S.A.
326-4th Street Suite 408
Juneau, AK 99801

Dear Mr. McPhetres:

At the last regular Hoonah City Schools Board Meeting, January 22, the Board of Education unanimously passed a motion in support of SB 54, regarding Foundation Program Revision.

Sincerely,



L. Sydney Wright,
Superintendent

LSW/jcb



NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

ANCHORAGE REGIONAL OFFICE

1411 W. 33RD AVENUE
ANCHORAGE, ALASKA 99503
(907) 274-0536

JUNEAU OFFICE

105 MUNICIPAL WAY, SUITE 302
JUNEAU, ALASKA 99801
(907) 586-3090

FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET
FAIRBANKS, ALASKA 99701
(907) 456-4435

February 11, 1991

To: **Representatives Carney and Lincoln, Co-Chairs
Members; House HESS Committee**

Re: **HB 53; "An Act relating to state aid for
education; and providing for an effective date."**

NEA-Alaska strongly supports and encourages your favorable consideration of HB 53.

A disparity has existed in the public school foundation formula relative to single and dual site districts since we returned to the Instructional Unit technique of funding in 1987-88. The result has been an inordinate financial burden on these communities and the reduction or elimination of critical programs and services. These districts have not been able to get back up to prior levels of funding under the current formula.

Since 1987-88 it has been necessary, each year, for single and rural site districts to seek additional appropriations from the Legislature. It is not fair that they have had to withstand additional legislative scrutiny relative to their basic needs under a funding formula that is supposed to treat all districts equitably.

An increase in the Instructional Unit value is long overdue! Since the return to the current method of funding public education the Instructional Unit value of \$60,000 has not been changed. The adverse impact of inflation makes it worth \$52,361 in today's dollars. If it were to keep pace with inflation for 1991-92, in 1987-77 dollars, the Instructional Unit value should be set at \$74,550.

During this brief period critical programs and services for students have been cut back, and, unfortunately, in too many instances, eliminated. Employees have subsidized public education through salary and benefit cuts and freezes and increased workloads. Essential building maintenance has been deferred at an ever increasing eventual cost.

Also, we have been asking more of public education in terms of more effectively dealing with increasing problems in our society. It is time to increase the value of the Instructional Unit in our public school foundation formula.

Thank you for your consideration of our recommendations.

Respectfully submitted,

Bob Manners
Executive Director

Don Oberg
President

cc: **Representative Mackie**

REPRESENTATIVE
JERRY MACKIE

P. O. BOX 73
CRAIG, ALASKA 99921
(907) 826-3008 OFFICE
(907) 826-2930 HOME

CHAIRMAN,
COMMUNITY & REGIONAL AFFAIRS COMMITTEE

VICE CHAIRMAN,
TRANSPORTATION COMMITTEE

Alaska State Legislature



House of Representatives

WHILE IN JUNEAU
P. O. BOX V
JUNEAU, ALASKA 99811
(907) 465-4925

STATEMENT ON HB 53

Relating to Education Funding

I introduced HB 53 as a comprehensive approach to education formula funding adjustments needed to bring the state's system into proper balance. It is the result of the collective efforts and opinions of school boards and administrators throughout the state.

In my own district the single and dual site problem is the most pressing. This issue has been before the legislature for several years with general acknowledgement of the inequity, yet remaining unresolved. I know the present situation has seriously reduced the educational opportunities of the major portion of kids in my district. If not corrected, I fear the results will be a second class education system. And the damage from that cannot be undone nor excused.

Many school districts across the state are similarly threatened by other deficiencies in the formula. This concerns me also. It is my hope that by addressing all schools' funding situations, we may achieve success.

REPRESENTATIVE
JERRY MACKIE

P. O. BOX 73
CRAIG, ALASKA 99821
(907) 826-3008 OFFICE
(907) 826-2930 HOME

CHAIRMAN,
COMMUNITY & REGIONAL AFFAIRS COMMITTEE

VICE CHAIRMAN,
TRANSPORTATION COMMITTEE

Alaska State Legislature



WHILE IN JUNEAU
P. O. BOX V
JUNEAU, ALASKA 99811
(907) 465-4925

House of Representatives

SECTIONAL OF HB 53

Relating to Education Funding

Section 1. AS 14.17.025(a) is amended to freeze state contributions to city and borough school districts in the event there is an increase in full property values. For those districts who have reached the cap, it would prevent a reduction in state and local levels of funding to those districts (principally large urban districts).

Section 2 and Section 3. AS 14.17.041 (a) and (b) increases the instructional unit calculation at the high end of the ADM scales. The changes favor large multi-site districts with low state support per ADM yet have several remote, expensive to operate small schools.

Section 4. AS 14.17.041 is amended to add new sections (e) and (f) relating to single and dual site school districts. The amendment increases the instructional unit calculation in subsections (a) or (b) by a sliding scale percentage based on ADM.

Section 5. The value of the instruction unit, AS 14.17.056, is increased 5% to \$63,000.



ALEUTIAN REGION SCHOOL DISTRICT

REAA #8 (ATKA and NIKOLBKI)

P.O. Box 47050 Alaska, Alaska 99547-0050
907-839-2255

Dr. Phill Herdy, Superintendent
FAX 907-839-2212

RESOLUTION 91-05

WHEREAS, the Aleutian Region School District is the most remote and isolated school district in Alaska and as a result experiences additional financial responsibilities with the increased transportation costs associated with personnel and student travel, and in the costs of maintenance and operations of the remote rural schools therein; and

WHEREAS, the Aleutian Region School District has continued to experience cost increases without increases from State revenue for the past 5 years.

WHEREAS, the Aleutian Region School District has taken the initiative to follow the intent of the legislature and establish cooperative agreements with other districts to reduce costs; and

WHEREAS, the Aleutian Region School District has taken the initiative to reduce administrative costs by having the Superintendent also assume the role of Principal as well as teach some classes.

BE IT THEREFORE RESOLVED; that the Board of Directors of the Aleutian Region School District supports the Alaska Association of School Administrators sponsored Senate Bill relating to the increase in state aid for education which will be introduced in the Seventeenth Legislature First Session.

APPROVED, THIS 27TH DAY OF DECEMBER 1991,

BY THE ALEUTIAN REGION SCHOOL DISTRICT BOARD OF DIRECTORS:

Julie Dirks
Julie Dirks, President

Helen Pletnikoff, Clerk

ANCHORAGE SCHOOL DISTRICT
LEGISLATIVE REQUESTS
DISTRICT LEGISLATIVE POSITIONS

The Anchorage School District requests that members of the Alaska State Legislature consider the following priorities as approved by the Anchorage School Board:

- Provision for a 5 percent increase in the instructional allotment for school districts statewide under the Public School Foundation Program.
- Adequate funding to provide full reimbursement to school districts, cities and boroughs for school bonded indebtedness that has been incurred.
- Provide early full funding for education, including foundation, pupil transportation, tuition, and community school appropriations.
- The appropriation of sufficient funds for the School District's highest priority capital improvement and major maintenance projects.
- Supplemental funding for the Alaska Public School Foundation Program in the current year.
- Hold harmless on required local effort.
- Legislation that will provide for a review of the funding for single/dual school sites and small school sites throughout the state of Alaska.

- WHEREAS A single site district such as exists in the City of Hoonah is treated unequally in the State school funding foundation formula; and
- WHEREAS Hoonah Public Schools has seen a considerable decrease of enrollment that has severely aggravated the funding shortage; and
- WHEREAS There exists no alternate sources of funding available to the district to alleviate the shortage; and
- WHEREAS The school district has already instituted severe cuts in educational programs; and
- WHEREAS Further cuts would severely decrease the quality of education offered to children of the district;

THEREFORE BE IT RESOLVED that the City Council of Hoonah, Alaska request that the Governor create in Hoonah, state representation, supporting a more equitable funding formula for the single site district, and further, that the Governor restore the two percent (2%) funding cut.

PASSED AND APPROVED by a duly constituted quorum of the City of Hoonah THIS 11TH DAY OF DECEMBER, 1990.

Albert W. Dick
Albert W. Dick, Mayor

Attest:

Carole Christy
Carole Christy, City Clerk
City of Hoonah
P.O. Box 360
Hoonah, Alaska 99829

Kake City School District

P.O. BOX 450
KAKE, ALASKA 99830
(907) 785-3741

PRIORITY #2

Kake City School District recognizes the discrepancies inherent in the present foundation funding formula and feels strongly that legislation should be initiated that addresses this issue. Legislation addressing these inequities would serve to alleviate the need for supplemental bills that are created or on "Ad hoc" basis. Piecemeal legislation does not solve these problems. A long term, equitable solution must be created.

REMEDY -Kake City School District supports AASA's finance proposal as it is written in bill form. This bill would provide a viable, equitable, long term solution to funding discrepancies suffused by single/dual site school districts. Kake City School District supports this proposal in its entirety.

This proposal must remain intact. Attempts to "gut" this proposal legislation will "water down" the effect until a solution will not be achieved.

R E S O L U T I O N 9 1 - 0 7

KASHUNAMIUT SCHOOL DISTRICT

WHEREAS, the public school foundation formula has not been changed for several years; and

WHEREAS, significant inequities have been identified with the current formula; and

WHEREAS, inflationary cost increases, cost transfers from the state to school districts, and increased federal and state statutory and regulatory burdens on school districts have made it difficult if not impossible for Alaska districts to maintain the level of service to Alaska's young people; and

WHEREAS, SB54 and HB53 address the issues of formula equity and a more nearly adequate level of funding for Alaska districts.

THEREFORE BE IT RESOLVED that the Board of the Kashunamiut School District urge the Legislature and the Governor to support and enact SB54/HB53.

THIS RESOLUTION ADOPTED by the affirmative vote of the Board of the Kashunamiut School District at the regular meeting of January 31, 1991, at which a quorum was present and voting.

Joseph V. Sanjib
Board President

01/31/91
Date

David J. Longshaw
Board Secretary

01/31/91
Date

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

RESOLUTION 90-91-4

SUPPORT OF AN INCREASE IN FOUNDATION FORMULA

WHEREAS, the Constitution of the State of Alaska (Article VII, Section 1) requires the state to maintain the public school system; and

WHEREAS, there has been no increase in the foundation formula since 1986, when the appropriation was cut by 10% and no supplemental appropriation was passed to restore that amount to school districts; and

WHEREAS, the current appropriation is inadequate to maintain the educational programs in the Kenai Peninsula Borough School District for the remainder of this fiscal year without a supplemental appropriation; and

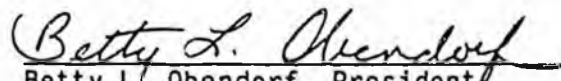
WHEREAS, the district finds it increasingly difficult to maintain a quality educational program with the current foundation formula amount due to escalating costs, increased unfunded mandated programs, fixed costs and the tax cap; and

WHEREAS, this district has an obligation to provide for the needs of children to take their places as educated skilled adults prepared to function in the 21st century with its rapidly changing technology; and

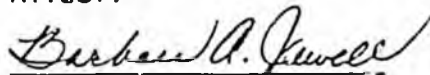
WHEREAS, all districts in the state have students at risk whose needs must be met with improved programs;

NOW THEREFORE BE IT RESOLVED that the Kenai Peninsula Borough School District strongly urges the 17th legislature to increase the amount appropriated per unit in the foundation formula.

ADOPTED BY THE BOARD OF EDUCATION OF THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT ON THIS 21st DAY OF January, 1991.


Betty L. Obendorf, President
Kenai Peninsula Borough Board of
Education

ATTEST:


Barbara A. Jewell
Notary Public



LOWER YUKON SCHOOL DISTRICT

P.O. Box 32089 • Mt. Village, Alaska 99632 • (907) 591-2411

KEITH EVANS
Superintendent

RESOLUTION 91-1

Alaska Association of School Administrator's Finance Bill

WHEREAS, The Lower Yukon Regional School Board is the duly elected Board of the Lower Yukon School District Region, and,

WHEREAS, a stable assured source of funding for public education provides for an orderly educational planning and budgeting process, helping to ensure that the monies be available for public education, and

WHEREAS, the dependence of state oil revenues is not annually reliable for support of public education, and,

WHEREAS, resources for additional funding for public education is needed, and that the revenue received from taxable real and personal property will provide sufficient additional funding for public education, and

NOW THEREFORE BE IT RESOLVED that the Lower Yukon Regional School Board fully supports the Alaska Association of School Administrator's Finance Bill to the Seventeenth Legislature.

Passed and approved by the Regional School Board of the Lower Yukon School District this 15th day of January, 1991.

ATTEST: Leslie R. Hunter
Leslie R. Hunter, Chairman

ATTEST: Timothy Sergie
Timothy Sergie, Secretary

ATTEST: Michael Hunt
Michael Hunt, Vice-Chair

ATTEST: Timothy Kaganak
Timothy Kaganak, Treasurer

ATTEST: Keith Evans
Keith Evans, Superintendent

NENANA CITY PUBLIC SCHOOLS

P.O. BOX 00010
NENANA, ALASKA 99760
907-832-5464
FAX 907-832-5625

Resolution #91-5

regarding

Nenana City Public School District's Support of Senate Bill
Relating to State Aid for Education

Whereas, the issue of inadequate funding for school children has been a concern for the past several years, in Nenana and in the State of Alaska and

Whereas, the programs for children and the staffing at our school has been significantly reduced, even at a time when the student population is increasing, and

Whereas, the concerns of the Nenana community, the Single/Dual Site Consortium and the educational organizations in the State have been put before the legislature numerous times without success, and

Whereas, Senate Bill #54 represents the best interests of the children in Alaska and is a proposal upon which School Board members, parents, teachers and administrators can pledge their support,

Therefore, be it Resolved that the Nenana School District go on record in support of Senate Bill #54 and,

Be it further resolved that the Nenana City Public School District School Board strongly supports the changes in the Foundation Funding for Alaska Public Schools as delineated in Senate Bill #54, and

Be it further resolved that the Nenana City Public School District School Board requests the active support of the Alaska Association of School Boards, the Alaska Association of School Administrators, and the Alaska State Board of Education in seeking these changes during this legislative session, and

Be it further resolved that the Nenana City Public School Board of Education will actively seek the support of Senators, Representatives and other State Officials who may be instrumental in the passage of this legislation to support the children of Alaska.

Dated this 24th day of January, 1991

Nenana City Public School Board

Janice L. Chwin

Donald J. Jimmes

M. C. Paul Meall

Mavis Brown Moore

James J. J. J. J.

Harold Skisler

Barbara Lamb

Paul S. J. J. J. J.



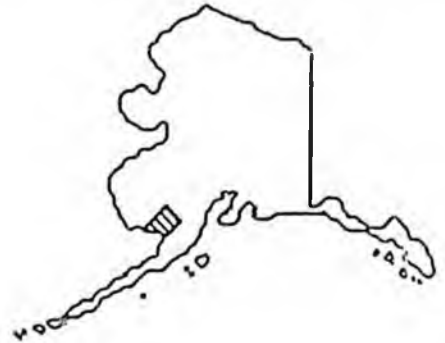
Southwest Region Schools

P.O. Box 90

Dillingham, Alaska 99576

Phone (907) 842-5287

Fax (907) 842-5428



RESOLUTION 91-4

Alaska Association of School Administrators' Finance Proposal

The Southwest Region School District strongly endorses the finance proposal put forth by AASA and incorporated into the attached legislative bill.

Rationale:

1. This proposal represents a united position of the school districts of Alaska.
2. This proposal will benefit all school districts of the state.
3. This proposal addresses immediate needs of the school districts.
4. It is a first step toward an improved state funding formula for public school districts.

PASSED, APPROVED AND ADOPTED BY THE SCHOOL BOARD OF THE
SOUTHWEST REGION SCHOOL DISTRICT THIS 17th DAY OF
January, 1991.

ATTESTED:

Mike Frank
President, S.W. Region School Board

DATE: 1/17/91

Ken Cherry
Board Officer or Superintendent

DATE: 1/17/91

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 West 11th Street, Juneau, Alaska 99801-1510 • Tel (907) 586-1083 • Fax (907) 586-2995

Serving Alaskan Education



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Fairbanks

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SECRETARY/TREASURER
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Galena

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Pamela Hjorteset

KLAWOCK
Jeff Nickerson

MATANUSKA-SUSITNA
Diana Herschbach

NENANA
Terrie Irwin

NORTH SLOPE
Roy Nageak

SITKA
Sandi Hicks

YUKON-KOYUKUK
Luke Titus

YUPIIT
Michael Williams

EX-OFFICIO DIRECTOR
Dick Anderson
Delta-Greely

EXECUTIVE
DIRECTOR
Carl F.N. Rose

POSITION PAPER IN SUPPORT OF SB 54 / HB 53

Acts relating to state aid for education; and providing for an effective date

The Association of Alaska School Boards enthusiastically supports SB 54 and HB 53, identical bills relating to state aid for education. These bills address a number of issues critical to ensuring adequate and equitable funding for education in Alaska.

The legislature hasn't increased the level of school funding for five years, the result of which has been five years of serious cost cutting by school districts. Due to a lack of inflation proofing and cuts to the foundation program, current levels of funding are inadequate to reach expectations set forth by the governor, legislature and the public-at large.

Alaska, like many other states, faces a legal challenge to its foundation funding formula which has produced inequitable funding between districts, particularly as it effects single/dual-site school districts and the issue of local taxation.

Due to fluctuating property values and how those values are tied to the current funding formula, districts find they cannot establish a stable base of funding at the local level. The hold harmless clause found in both bills address this issue.

An increase in the instructional unit value from \$60,000 to \$63,000 would help meet the expectations that Alaskans have set for education and would allow districts to protect the necessary school programs that can meet those expectations, as well as to carry out unfunded or underfunded state and federal mandates.

The Association of Alaska School Boards believes the proposed legislation addresses the concerns raised above. The time has come to take a comprehensive approach to remedying the inadequacies of the foundation funding formula. HB 53 and SB 54 represent the vehicle with which to help us address some of those goals. We encourage your active support of these efforts on behalf of Alaska's children.

2/11/91

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY
LEGISLATIVE REFERENCE LIBRARY

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

Mary Van Nimwegen

2/12/91 House Health, Education & Social Services

HOUSE COMMITTEE REPORT

(7)

Date Referred: January 22, 1991

FURTHER REFERRALS: Finance

Date of Committee Action: 2/14/91

The HESS Committee considered:

HB 53

HOUSE BILL NO. 53

INCREASE STATE EDUCATION AID

"An Act relating to state aid for education; and providing for an effective date."

RECOMMENDATIONS:

be replaced with _____ the same title

have attached amendments(s) a new title

do pass

do not pass

no recommendations

individual recommendations

additional referral to the _____ Committee

ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(s): (Dept) _____

APPROVES PREVIOUS: (Dept/Date) _____

fiscal impact _____

fiscal note(s) _____

zero fiscal note _____

zero fiscal note(s) _____

SIGNING DO PASS:

SIGNING OTHER RECOMMENDATIONS:

	Check appropriate column:	Do Not Pass	No Rec	Amend
<i>Cheri Davis</i>				
<i>Kathy Gray</i>				
<i>[Signature]</i>				
<i>[Signature]</i>	<i>John C. Douglas</i>		X	
<i>Betty Davis</i>	<i>Mark Halley</i>		X	
<i>Mary Miller</i>				

[Signature]

Chairman's Signature

FISCAL NOTE

STATE OF ALASKA
1991 LEGISLATIVE SESSION

BILL NO. HB53

Revision Date: 2/11/91 Department Affected: Education
 Title: State Aid for Education BRU: K-12 Support
 Component: Foundation
 Sponsor: Mackie
 Requestor: House HESS COMPONENT SERIAL NO.

	1	4	1
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Expenditures/Revenues: (Thousands of Dollars)

OPERATING	FY 92	FY 93	FY 94	FY 95	FY 96	FY 97
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS	82,810.9	94,575.6	106,575.6	118,815.6	131,300.4	144,035.0
MISCELLANEOUS						
TOTAL OPERATING	82,810.9	94,575.6	106,575.6	118,815.6	131,300.4	144,035.0

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

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

FUNDING: (Thousands of Dollars)

GENERAL FUND	82,810.9	94,575.6	106,575.6	118,815.6	131,300.4	144,035.0
FEDERAL FUNDS						
OTHER						
TOTAL	82,810.9	94,575.6	106,575.6	118,815.6	131,300.4	144,035.0

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

Estimate of current year impact: None

ANALYSIS: (Attach a separate page if necessary.) FY93 and subsequent year calculations assume an annual 2% increase in Foundation cost due to enrollment increases. This fiscal analysis compares the projected cost of HB53 with the FY91 authorized level of funding. (\$505,425.1)

Prepared By: Mary Hakala Phone: 465-2800
 Division: Commissioner's Office Date: 2/11/91

Approved by Commissioner: Steve Hole, Acting Commissioner
 Agency: Education Date: 2/11/91

Distribution (by preparer): Legislative Finance, Legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).

HB 53: State Aid for Education
 Fiscal Note Analysis
 February 12, 1991
 Page 2 of 2

	<u>FY92</u>	<u>FY93</u>	<u>FY94</u>	<u>FY95</u>	<u>FY96</u>	<u>FY97</u>
FY92 Full Funding under current law:	541,746.2					
SB 54 additional cost	46,489.8					
	<u>588,236.0</u>					
SB 54 Foundation Full (est)	588,236.0	600,000.7	612,000.7	624,240.7	636,725.5	649,460.1
vs.						
FY91 Authorized	505,425.1	505,425.1	505,425.1	505,425.1	505,425.1	505,425.1
	<u>505,425.1</u>	<u>505,425.1</u>	<u>505,425.1</u>	<u>505,425.1</u>	<u>505,425.1</u>	<u>505,425.1</u>
Difference	82,810.9	94,575.6	106,575.6	118,815.6	131,300.4	144,035.0

Assumption: FY93 and subsequent fiscal years increase in cost by 2% annually for student enrollment increases.

SB54 + HB53

DISTRIBUTION COPY

12/1

ALASKA DEPARTMENT OF EDUCATION			
PROJECTED FY92 FOUNDATION PROGRAM			
AASA PROPOSED PROGRAM REVISIONS	Section 5	Sections 2+3	Section 2+3
PREPARED 1/2/91 revised 1/18/91			
	CURRENT FORMULA	PROPOSED TABLES	PROPOSED TABLES
	UNIT VALUE AT \$63,000	UNIT VALUE AT \$60,000	UNIT VALUE AT \$63,000
			ADDITIONAL COST
ADAK	\$222,480	\$152,400	\$7,520
ALASKA GATEWAY	\$242,380	\$157,800	\$7,990
ALEUTIAN REGION	\$38,310	\$0	\$0
ALEUTIANS EAST	\$192,360	\$58,200	\$2,940
ANCHORAGE	\$10,064,760	\$254,400	\$12,720
ANNETTE ISLANDS	\$127,140	\$173,400	\$8,570
BERING STRAIT	\$839,250	\$225,000	\$11,250
BRISTOL BAY	\$122,310	\$153,000	\$7,650
CHATHAM	\$174,660	\$70,200	\$3,540
CHUGACH	\$80,040	\$0	\$0
COPPER RIVER	\$265,950	\$157,200	\$7,360
CORDOVA	\$140,430	\$196,200	\$9,310
CRAIG	\$117,510	\$174,600	\$8,730
DELTA/GREELY	\$251,000	\$139,200	\$6,960
DILLINGHAM	\$134,390	\$241,200	\$12,090
FAIRBANKS	\$3,644,520	\$374,400	\$18,720
GALENA	\$74,760	\$39,000	\$1,950
HAINES	\$135,960	\$177,000	\$8,850
HOONAH	\$80,070	\$119,400	\$5,970
HYDABURG	\$51,030	\$0	\$0
IDITAROD	\$258,000	\$63,000	\$3,150
JUNEAU	\$1,305,370	\$120,000	\$6,000
KAKE	\$64,260	\$53,400	\$2,670
KASHUNAMIUT	\$92,370	\$96,000	\$4,900
KENAI	\$2,666,340	\$1,172,400	\$58,620
KETCHIKAN	\$687,990	\$120,000	\$6,000
KLAWOCK	\$72,180	\$82,200	\$4,140
KODIAK	\$743,400	\$130,300	\$6,540
KUSPUK	\$259,620	\$82,900	\$4,140
LAKE AND PENN.	\$315,330	\$0	\$0
LOWER KUSKOKWIM	\$1,666,680	\$93,000	\$4,650
LOWER YUKON	\$692,520	\$393,000	\$19,650
MATSU	\$2,501,220	\$597,000	\$29,850
NEENAH	\$78,450	\$72,000	\$3,600
NOME	\$274,740	\$160,300	\$8,040
NORTH SLOPE	\$657,630	\$332,400	\$16,620
NORTHWEST ARCTIC	\$823,200	\$332,400	\$16,620
PELICAN	\$30,720	\$0	\$0
PETERSBURG	\$186,960	\$120,000	\$6,000
PRIBILOF	\$93,870	\$600	\$30
RAILBELT	\$152,700	\$99,000	\$4,950
SITKA	\$414,360	\$120,000	\$6,000
SKAGWAY	\$53,010	\$10,200	\$510
SOUTHEAST	\$294,720	\$66,600	\$3,330
SOUTHWEST	\$318,060	\$47,400	\$2,370
ST MARY'S	\$68,490	\$0	\$0
TANANA	\$63,930	\$0	\$0
UNALASKA	\$114,450	\$172,200	\$8,640
VALDEZ	\$203,350	\$133,200	\$6,660
WRANGELL	\$152,220	\$120,000	\$6,000
YAKUTAT	\$63,540	\$34,300	\$1,740
YUKON FLATS	\$266,340	\$39,600	\$1,980
YUKON/KC/YUKUK	\$333,930	\$59,400	\$2,970
YUPIIT	\$223,020	\$30,600	\$32,130
TOTALS	\$33,259,340	\$7,320,400	\$421,620

134

ALASKA DEPARTMENT OF EDUCATION			
PROJECTED FY92 FOUNDATION PROGRAM			
AASA PROPOSED PROGRAM REVISIONS Section 4 Section 4			
PREPARED 1/2/91 revised 1/18/91			
	SINGLE/DUAL	SINGLE/DUAL	
	UNIT VALUE AT \$60,000	UNIT VALUE AT \$63,000	TOTAL
		ADDITIONAL COST	INCREASE
ADAK	\$237,000	\$11,950	\$631,350
ALASKA GATEWAY	\$0	\$0	\$408,570
ALEUTIAN REGION	\$42,600	\$2,130	\$83,040
ALEUTIANS EAST	\$0	\$0	\$254,100
ANCHORAGE	\$0	\$0	\$10,331,280
ANNETTE ISLANDS	\$165,000	\$8,250	\$482,460
BERING STRAIT	\$0	\$0	\$1,075,500
BRISTOL BAY	\$81,000	\$4,050	\$368,010
CHATHAM	\$0	\$0	\$249,000
CHUGACH	\$0	\$0	\$80,040
COPPER RIVER	\$0	\$0	\$431,010
COROOVA	\$187,800	\$9,390	\$543,630
CRAIG	\$165,600	\$8,280	\$474,720
DELTA/GREELY	\$262,900	\$13,140	\$683,100
DILLINGHAM	\$234,000	\$11,700	\$684,480
FAIRBANKS	\$0	\$0	\$4,037,640
GALENA	\$150,000	\$7,500	\$273,210
HAINES	\$0	\$0	\$321,510
HOONAH	\$165,600	\$8,280	\$379,320
HYDABURG	\$96,600	\$4,330	\$152,460
IDITAROD	\$0	\$0	\$324,150
JUNEAU	\$0	\$0	\$1,431,870
KAKE	\$129,600	\$6,480	\$256,410
KASHUMAMIUT	\$180,600	\$9,030	\$382,900
KENAI	\$0	\$0	\$3,897,760
KETCHIKAN	\$350,400	\$17,520	\$1,181,910
KLAWOCK	\$143,400	\$7,170	\$309,690
KODIAK	\$0	\$0	\$880,740
KUSPUK	\$0	\$0	\$346,560
LAKE AND PENN.	\$0	\$0	\$315,330
LOWER KUSKOKWIM	\$0	\$0	\$1,764,330
LOWER YUKON	\$0	\$0	\$1,105,170
MATSU	\$0	\$0	\$3,128,070
NENANA	\$155,400	\$7,770	\$317,220
NOME	\$276,600	\$13,830	\$734,010
NORTH SLOPE	\$0	\$0	\$1,006,650
NORTHWEST ARCTIC	\$0	\$0	\$1,172,220
PELICAN	\$58,200	\$2,910	\$91,890
PETERSBURG	\$189,000	\$9,450	\$511,410
PRIBILOF	\$122,400	\$6,120	\$223,020
RAILBELT	\$0	\$0	\$256,650
SITKA	\$291,600	\$14,580	\$866,540
SKAGWAY	\$111,000	\$5,550	\$180,270
SOUTHEAST	\$0	\$0	\$364,650
SOUTHWEST	\$0	\$0	\$367,930
ST MARY'S	\$127,800	\$6,390	\$202,680
TANANA	\$122,400	\$6,120	\$192,450
UNALASKA	\$157,800	\$7,890	\$461,580
VALDEZ	\$228,000	\$11,400	\$587,610
WRANGELL	\$193,200	\$9,660	\$481,080
YAKUTAT	\$126,000	\$6,300	\$232,380
YUKON FLATS	\$0	\$0	\$307,920
YUKON/KOTUKUK	\$0	\$0	\$396,300
YUPIIT	\$0	\$0	\$285,750
TOTALS	\$4,751,400	\$237,570	\$46,489,930

HB

56

ALASKA STATE LEGISLATURE
REPRESENTATIVE MIKE NAVARRE

Co-Chair
House Finance Committee
P.O. Box V
Juneau, Alaska 99811
(907) 465-3779

February 12, 1991

MEMORANDUM

TO: Representative Pat Carney, Co-Chair HESS Committee
Representative Georgianna Lincoln, Co-Chair HESS

FROM: Representative Mike Navarre

SUBJECT: House Bill 56, An Act relating to teaching certificates for retired teachers.

.....

Purpose of HB 56

House Bill 56 is an innocuous bill that provides a lifetime certificate for retired teachers. The lifetime certificate is to allow retired teachers to substitute without having to renew their certificate every five years.

Points of Interest

1. Retired teachers are a valuable asset to any school district and their expertise should be utilized.
2. Certification for retired teachers who have a long career behind them seems to be a redundant requirement. A substitute is involved in a wide range subject areas. The obvious question to follow with is "In what subject area do they take their six credit hour certification requirements?"
3. HB 56 is not a burden to local school districts because they retain the right to select their substitutes.
4. HB 56 applies to teachers who are members of TRS. If a teacher decides to reenter the teaching profession as a full-time teacher, then the teacher must reapply through the normal certification procedure.
4. Finally, HB 56 is a simple, harmless, but helpful piece of legislation that benefits a group of retired teachers who would like to continue on a limited basis their contribution to the children of Alaska.

Anticipated Costs of HB 56

There are no costs for HB 56, because a school district maintains the right to hire noncertificated, therefore less costly substitute teachers.

The Department of Education notified my office this morning (2/13/91) that a fiscal note of \$6,000 will be requested for a computer update that will allow DOE to track retired teachers.

Support for HB 56

Support letters are attached to this memorandum.

DISTRICT 5

34824 K-Beach Road • Soldotna, Alaska 99669 • (907) 262-7842



PRINTED ON RECYCLED PAPER



NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

ANCHORAGE REGIONAL OFFICE

1411 W 33RD AVENUE
ANCHORAGE, ALASKA 99503
(907) 274-0536

JUNEAU OFFICE

105 MUNICIPAL WAY, SUITE 302
JUNEAU, ALASKA 99801
(907) 586-3090

FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET
FAIRBANKS, ALASKA 99701
(907) 456-4435

February 11, 1991

To: Representatives Carney and Lincoln, Co-Chairs
Members, House HESS Committee

Re: HB 56; *"An Act to certification of retired
teachers."*

NEA-Alaska supports and encourages your favorable consideration of HB 56.

This legislation represents a statement of appreciation to teachers who have dedicated their professional career to public education in Alaska. It is also a statement of the worth of their continued contribution.

A person who has retired from teaching in the public schools in Alaska has a wealth of experience and valuable background information which will make them more effective as a substitute teacher should they chose to continue teaching on a limited time basis.

HB 56 places no additional burden on employing school districts since they retain the prerogative of selection in their choice of substitute teachers for their districts.

Thank you for your consideration of our recommendation.

Respectfully submitted,

Bob Manners
Executive Director

Don Oberg
President

cc: Representative Navarre

Feb. 10, 1991
Soldotna, Ak. 99669

Rep. Mike Navarre,

I would like to enlist your support for HB. 56.

This is a bill which would benefit a group of people on limited, fixed incomes.

It would make available more people to substitute at a discount, day wage without putting out a good sum of money for recertification. Many people are unable to put out the price for recertification.

This bill would not involve a great expenditure to the state and would help and reward a segment of the population who have invested years of service in the state.

Thank you,

Ruth Knou

Box 1163

Soldotna, Ak
99669

Myrtle Mawson

House Bill 56

N
MAX

4652278

For 34 years I have taught
 school in Alaska - first as a
 full time teacher and now for
 over years as a substitute teacher
 in June - By giving your support
 for House Bill 56 we will
 teaching Alaska can enjoy a full
 retirement, and all of Alaska will
 gain

Danna Nelson

HOUSE COMMITTEE REPORT

(7)

Date Referred: January 22, 1991

FURTHER REFERRALS: Finance

Date of Committee Action: 2/14/91

The HESS Committee considered:

HB 56

HOUSE BILL NO. 56 TEACHING CERTIFICATES FOR RETIREES

"An Act relating to certification of retired teachers."

RECOMMENDATIONS: [] the same title
 be replaced with _____ [] a new title
 have attached amendments(s)
 do pass
 do not pass
 no recommendations
 individual recommendations
 additional referral to the _____ Committee

ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(S): (Dept)

APPROVES PREVIOUS: (Dept/Date)

fiscal impact _____

fiscal note(s) _____

zero fiscal note _____

zero fiscal note(s) _____

SIGNING DO PASS:

SIGNING OTHER RECOMMENDATIONS:

	Check appropriate column:	Do Not Pass	No Rec	Amend
<i>Pat W. Ems</i>				
<i>Cheri Davis</i>				
<i>Mary Miller</i>				
<i>John C. Gonzales</i>				
<i>Betty Davy</i>				
<i>Jacqueline</i>				
<i>Mark Stanley</i>				

Pat W. Ems

 Chairman's Signature

FISCAL NOTE

STATE OF ALASKA
1991 LEGISLATIVE SESSION

BILL NO. HB56

Revision Date: _____ Department Affected: Education
 Title: Certification of retired teachers BRU: Education Finance & Support Services
 Component: Teacher Certification Unit
 Sponsor: Navarre
 Requestor: House HESS COMPONENT SERIAL NO.

1	2	4	0
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Expenditures/Revenues: (Thousands of Dollars)

OPERATING	FY 92	FY 93	FY 94	FY 95	FY 96	FY 97
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL	6.0					
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS. CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	6.0	-0-	-0-	-0-	-0-	-0-

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

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

FUNDING: (Thousands of Dollars)

GENERAL FUND	6.0					
FEDERAL FUNDS						
OTHER						
TOTAL	6.0	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

Estimate of current year impact: None

ANALYSIS: (Attach a separate page if necessary.) Implementation of HB56 requires a one-time contract for computer programming to revise the teacher certification tracking system.

Prepared By: Mary Hakala Phone: 465-2800
 Division: Commissioner's Office Date: 2/13/91
 Approved by Commissioner: Steve Hole, Acting Commissioner
 Agency: Education Date: 2/13/91

Distribution (by preparer): Legislative Finance, Legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).

H B

6 8

HB 68 "An Act including public school employees in the Public Employment Relations Act as class (a)(3) employees entitled to a right to strike after advisory arbitration; and providing for an effective date."

Fiscal Note, Department of Education, 1/17/92 (Zero) (blue)

1. Sponsor Memorandum, 1/13/92
- 1a. Sponsor Statement
2. Support and back-up to HB 68
3. Fairbanks North Star Borough Resolution

4. ALASKA ASS'N ELEMENTARY SCHOOL PRINCIPALS POSITION STATEMENT
5. ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS POSITION STMT.

Alaska State Legislature

REPRESENTATIVE
MARK BOYER

VICE CHAIRMAN
HOUSE FINANCE COMMITTEE



House of Representatives

FAIRBANKS

1093 LAKEVIEW TERRACE
FAIRBANKS, ALASKA 99701
(907) 456-6473

JUNEAU

P.O. BOX V
STATE CAPITOL
JUNEAU, ALASKA 99811
(907) 465-3466

MEMORANDUM

TO: Rep. Pat Carney, Co-Chair
Rep. Georgianna Lincoln, Co-Chair
House Health, Education & Social Service Committee

FROM: Rep. Mark Boyer *MB*

DATE: January 13, 1992

RE: HB 68, public school employees in PERA

I would like to request that HB 68 be scheduled for a hearing in the House HESS Committee as soon as possible.

As you are aware, legislation passed two years ago temporarily provided a mechanism to assure finality for educators and school boards in the collective bargaining process. The provisions of that bill are due to expire. HB 68 would make the inclusion of public school employees in PERA permanent and maintain the status quo.

Thank you.

FAIRBANKS 20B

FISCAL NOTE

STATE OF ALASKA
1992 LEGISLATIVE SESSION

BILL NO. HB 68

Revision Date: 1/17/92 Department Affected: Education
 Title: Including public school employees BRU: K-12 Support
in the Public Relations Act as class (a) (3) Component: Foundation
 Sponsor: Boyer
 Requestor: House HESS COMPONENT SERIAL NO.

	1	4	1
--	---	---	---

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0

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

REVENUE						
FUND SOURCE:						

FUNDING: (Thousands of Dollars)

GENERAL FUND	0	0	0	0	0	0
FEDERAL FUNDS						
OTHER						
FUND SOURCE:						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

Estimate of current year impact: None to DOE, however it could be considerable to the districts.

ANALYSIS: (Attach a separate page if necessary.) The Department will provide technical assistance for striking districts, contingent upon district reimbursement of travel and per diem. There will be no impact to the foundation program because funding is based on average daily membership (ADM) not the number of days in session. The impact to districts could be considerable, but undetermined, based on the length of the strike.

Prepared By: Mike Maher Phone: 465-2800
 Division: Commissioner's Office Date: 1/17/92
 Approved by Commissioner: Mike Maher Jerry Covey
 Agency: Education Date: 1/17/92

FAIRBANKS NORTH STAR BOROUGH BOARD OF EDUCATION

Resolution 91-25

Right to Strike Legislation

WHEREAS, legislation passed in 1989 giving teachers and other school district employees the right to strike is scheduled to sunset in 1992, and

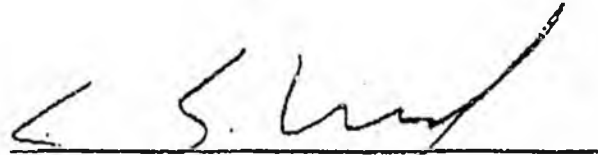
WHEREAS, the school district had successfully negotiated contracts providing competitive compensation for its employees during periods when they did not have the right to strike, and

WHEREAS, having the right to strike substantially tips the balance of power in contract negotiations to the employee bargaining groups, and

WHEREAS, a strike would cause irreparable damage to public education in Fairbanks,

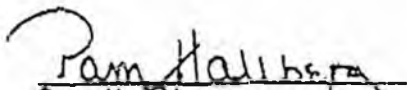
NOW, THEREFORE, BE IT RESOLVED that the Fairbanks North Star Borough Board of Education opposes its employees having the right to strike and supports the sunseting of the right to strike legislation.

PASSED AND APPROVED SEPTEMBER 17, 1991.



Andy Warwick, President
Board of Education

ATTEST:


Pam Hallberg
Secretary to the Board

HB 68 & SB 16



SETTING THE FOCUS ON LEARNING FOR LIFE



EXECUTIVE BOARD
1991/92

PRINCIPAL
ARON JEFFERY
Riverside Elementary School
9300 Wren Lane
Eagle River, AK 99577
464-7338

PRINCIPAL-ELECT
JERRY SCHOENBERGER
Claret Valley Elementary School
10014 Crazy Horse Dr.
Juneau, AK 99801
789-0673

VICE PRESIDENT
LEWIS McLIN
Paul Banks Elementary School
1340 Bark Rd.
Homer, AK 99603
235-4161

SECRETARY
DARLENE HAYMON
Chena Elementary School
P.O. Box 1250
Fairbanks, AK 99707
356-7721

TREASURER
TONY HARDUAR
Abbott Loop Elementary School
8477 Lake Oda Parkway
Anchorage, AK 99507
349-6471

STATE REPRESENTATIVE
LINDA CONNELLY
Claret Valley Elementary School
1750 Patterson Rd.
Anchorage, AK 99504
337-9502

REGION-AT-LARGE
MARY KATE MAYER
Pioneer Peak Elementary School
HCDI Box 6493
Palmer, AK 99645
745-0157

REGION-AT-LARGE
FRED BUIFYMIRE
Paul Chock Elementary School
P.O. Box 71250
Fairbanks, AK 99707-1250
479-4234

REGION-AT-LARGE
MARK MASSION
Oakton City Schools
P.O. Box 299
Oakton, AK 99741
64-1225

EXECUTIVE DIRECTOR
OREG DANIELS
426 Rogers Road
Kenai, AK 99611
1-800-474-2634

AAESP EXECUTIVE BOARD MEETING JANUARY 18, 1992

Position Statement

HB 68, "Employees right to strike"

The Alaska Association of Elementary School Principals supports the idea of finality in the bargaining process and recommend that the sunset clause on the current law authorizing strikes be extended for one year. During that time period, a task force appointed by the legislature should be formed to examine alternatives to the question of finality in the bargaining process and bring recommendations back to the legislature for their consideration and action.



ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

326 Fourth Street • Suite 408 • Juneau, Alaska 99801 • (907) 586-9702

LEADERSHIP
FOR LEARNING

Position Statement

HB 68 School Employees Right to Strike

The Alaska Association of School Administrators passed a resolution at their October conference in opposition to the removal of the sunset clause.

Rationale:

We believe that a strike will have a devastating effect on the education of the children in the community which the strike occurs.

We believe that in the age of state and national education reform movements where site based management, shared decision making, strategic planning and collaborative negotiations are becoming the norm and not the exception, the resolution of conflict is becoming more and more possible without the threat of strike.

We further believe that collective bargaining and employee relations have not been enhanced by this statutory change.

We believe that a strike is not in the best interest of children and education, therefore it should not be a part of the negotiations process.

CORRECTION

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ASSOCIATION OF ALASKA SCHOOL BOARDS

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DIRECTOR

Carl F.N. Rose

In Support of Sunset of SB 15 (In Opposition to HB 68—Reauthorizing strike law)

The Economic Argument

The Association of Alaska School Boards (AASB)—the representative agency of the 332 locally elected officials who serve on Alaska's school boards—supports the sunset of SB 15, and therefore opposes HB 68 (which permanently grants school employees the right to strike).

AASB believes granting school employees the right to strike is poor public policy and does not serve the best interest of students.

The right-to-strike legislation (SB 15) permeates every facet of labor relations in education and cannot be dealt with in isolation from other education statutes, mandates, and requirements that comprise Alaska's educational system.

School boards are publicly elected officials charged with the responsibility of providing a locally appropriate educational program that reflects the desires of the local citizenry. School boards accept that responsibility. And while AASB recognizes the Legislature's authority to mandate the rules under which schools will be governed, as well as their authority to appropriate adequate levels of funding to carry out that charge, we believe that the prohibitive cost of some of these mandates—a Cadillac of a retirement system, tenure laws that grant lifetime employment, and laws that make it virtually impossible to layoff employees for economic reasons—have outrun the ability of the system to pay.

A major concern of school boards is that inadequate levels of funding will not allow school districts to meet the demands of employee groups, thus rendering districts unable to avert a strike situation.

In the absence of adequate levels of funding (witness Alaska's 5-year moratorium on increased education funding) and due to numerous legislative mandates, locally elected officials are held accountable for a system over which they have little or no control. Conditions that lead to a strike situation could well be conditions over which a school board has little control.

The Association of Alaska School Boards respectfully requests that SB 15 be allowed to sunset so that school labor relations may once again be placed under Title 14 education statutes, under which Alaska's teachers have achieved and maintained the highest average salary in the nation.

1/22/92

January 27, 1992

The North Slope Borough School District Board of Education strongly opposes House Bill 68. This Bill gives teachers the right to strike and thus considerable influence over the economic decisions that school districts have to make. This comes at a time when revenues for Alaska school districts are diminishing and when there is considerable pressure nation-wide for significant reforms in the educational system. Giving teachers the right to walk away from their classrooms clearly is not in the best interest of improving student achievement.

It is our position that House Bill 68 will also make it difficult for locally elected school boards to exercise their management rights and will provide an increased opportunity for local teacher unions to make further in-roads into management rights. Local control of schools and the right to manage schools is essential to meeting the demands for school reform and improvement.

The Title 14 statutes have served schools and teachers well. Alaska has maintained the highest teacher salaries in the nation. It has been difficult for all school districts in the State to maintain programs that benefit our children while

Alaska State Legislature

REPRESENTATIVE
MARK BOYER

VICE-CHAIRMAN
HOUSE FINANCE COMMITTEE



House of Representatives

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HB 68 EDUCATION EMPLOYEE COLLECTIVE BARGAINING

History:

Prior to passage of SB 15 in 1990 labor relations provisions for education employees, unlike all other public employees, were in Title 14 instead of the Public Employees Relations Act (PERA). Under Title 14 school districts could impose a contract if negotiations reached an impasse. This left no legal recourse for educators in their attempts to reach finality in the bargaining process.

For many years educators worked with the legislature attempting to bring finality to the process. Their preferred solution was inclusion in PERA as class (a)(2) employees which would allow for binding arbitration if an impasse were reached. School administrators strongly opposed binding arbitration so in 1990 a compromise was reached making education employees class (a)(3) employees with the right to strike. A further concession was made by including a two year sunset provision.

Today:

HB 68 simply takes the provisions of Chapter 180, the temporary act passed in 1990 through SB 15, and places them in the permanent statutes.

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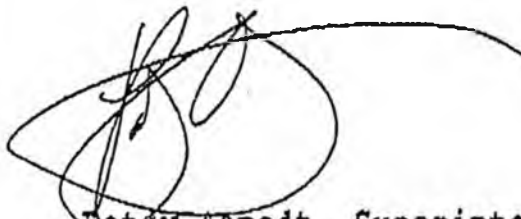
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The Title 14 statutes have served schools and teachers well. Alaska has maintained the highest teacher salaries in the nation. It has been difficult for all school districts in the State to maintain programs that benefit our children while

trying to keep salaries and benefits for teachers at the present level. House Bill 68 does not look at the best interest of the students. It threatens the right of students to receive an uninterrupted education, free from stress they should not even have the potential of experiencing.

We urge you to defeat House Bill 68 and allow Senate Bill 15 to sunset, returning control of schools to locally elected school boards who know best how to meet the needs and demands of their constituents.

Thank you.

A handwritten signature in black ink, appearing to be 'Patsy Aamodt', with a long horizontal flourish extending to the right.

Patsy Aamodt, Superintendent

North Slope Borough School District

Alaska State Legislature

REPRESENTATIVE
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ALASKA STATE LEGISLATURE

LEGISLATIVE BUDGET AND AUDIT COMMITTEE

Division of Legislative Audit



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November 21, 1991

SUMMARY OF: A Report on the Impact of the Public Employment Relations Act on Local School Districts, November 8, 1991.

PURPOSE OF THE REPORT

In accordance with a Legislative Budget and Audit Committee special request and the provisions of Title 24 of the Alaska Statutes, we conducted a review of the effects of Senate Bill 15, Chapter 180, SLA 1990 on the State's local school districts. This legislation made public school employees subject to the provisions of the Public Employment Relations Act (PERA), AS 23.40, Article 2. Public school employees were classified as (a)(3) workers. Under PERA, class (a)(3) employees are given the legal right to strike; whereas, previously when public school employees were covered by Title 14, the Alaska Supreme Court determined that they had no legal right to strike.

REPORT CONCLUSIONS

Our review evaluated the impact of PERA on a variety of aspects of labor relations between public school employees and the State's 54 school districts. Our report conclusions are based on the information that was gathered through interviews with education organization groups, school district administrators, and members of local unions representing both certificated and noncertificated staff. We also relied on the results of a questionnaire we mailed to 51 school districts. We had a response from 38 or 75% of districts polled.

In summary, we conclude the following:

1. The length of time involved in negotiations has generally remained unchanged.
2. Legal service costs at the district level generally have not been affected.
3. Use of professional negotiators has remained about the same.

4. The major difference involving PERA are the issues being negotiated. With the passage of PERA, there is a lot of uncertainty on the part of both administrators and unions about what can be negotiated in collective bargaining.

The National Education Association of Alaska (NEA-Ak) say that they have no plan to push for reconsideration of the issues dealt with by the courts under Title 14. However, individual local unions told us that they were raising previously non-negotiable items in their contract talks. These reports were substantiated by school districts in their survey responses. The most commonly addressed previously non-negotiable item being discussed is class size.

5. The role of the Alaska Labor Relations Agency (ALRA) has not been as timely and has been less extensive than originally envisioned. ALRA has had lesser of a role than anticipated with education-related issues due primarily to two factors. One, the agency's current organization was formed only nine days after the effective date of Chapter 180, SLA 1990. Two, with a change in administrations, there was a change in the make-up of the board which contributed to further adjudicatory delays.
6. ALRA has received favorable comments for its advisory role and mediation function. In spite of the frustration over delays in issuing decisions on unfair labor practices (ULPs), there have been many positive comments about ALRA. Union members and school district administrators who have contacted ALRA report that there is a considerable body of knowledge about labor relations at the agency. They have found ALRA to be a reliable, unbiased source of information. The comment was also frequently made that despite the length of delay at ALRA, it is still a faster alternative than going to court to get a decision. It is significant to note that ULPs can be, and are being, filed by school districts almost as often as by unions.
7. ALRA's 15 education cases involve union certifications, regulations, and ULPs. The report contains a table summarizing ALRA's 15 education related cases.

FINDINGS AND RECOMMENDATIONS

1. Public school employees should remain under the provisions of the Public Employment Relations Act (PERA), classified as (a)(3) employees.
2. If certificated public school employees remain subject to the provisions of PERA, the legislature should consider adopting legislation to clarify what issues are negotiable.

ALASKA STATE LEGISLATURE

LEGISLATIVE BUDGET AND AUDIT COMMITTEE

Division of Legislative Audit



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November 22, 1991

Members of the Legislative Budget
and Audit Committee:

In accordance with the provisions of Title 24 of the Alaska Statutes, the attached report is submitted for your review.

A Report on the Impact of the Public Employment Relations Act on Local School Districts

November 8, 1991

Audit Control Number

05-4419-92

The audit reports on the impact that Chapter 180, SLA 1990 has had on labor relations between school employees and the State's local school districts. This legislation made public school employees subject to the provisions of the Public Employment Relations Act (PERA), AS 23.40, Article 2. The legislation also classified public school employees as (a)(3) workers under AS 23.40.200 which gave the school employees the legal right to strike. This was a right that they had previously not been granted.

The audit was conducted in accordance with generally accepted government auditing standards. We recommend in the report that legislation be passed that will continue to classify public school employees as (a)(3) employees under AS 23.40.200 and that they continue to be subject to the other provisions of PERA. We also recommend that the legislature consider passing legislation to clearly establish what items are negotiable between school district administrators and their employees. A further statement of our audit approach is included in the Objectives, Scope, and Methodology section of this report.

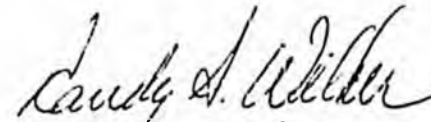

Randy S. Welker, CPA
Legislative Auditor

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OBJECTIVES, SCOPE, AND METHODOLOGY

In accordance with a Legislative Budget and Audit Committee special request and the provisions of Title 24 of the Alaska Statutes, we conducted a review of the effects of Chapter 180, SLA 1990 (Senate Bill 15) on the State's local school districts. This legislation made public school employees subject to the provisions of the Public Employment Relations Act (PERA), AS 23.40, Article 2. Public school employees were classified as (a)(3) workers. Under PERA, class (a)(3) employees are given the legal right to strike; whereas, previously when public school employees were covered by Title 14, the Alaska Supreme Court determined that they had no legal right to strike.

Objectives

The objective of the review was to gain an understanding of the effects of Chapter 180, SLA 1990 on labor relations between public school employees and their respective school districts. Specific objectives of the review were to:

1. Determine how the legislation affected the length of time needed to reach a negotiated settlement compared to negotiations conducted under Title 14.
2. Determine if there has been an increase in the costs of attorneys or other legal costs attributable to negotiations under PERA.
3. Determine whether under PERA there has been an increased cost to school districts attributable to contract negotiations.
4. Compare the settlement process between school districts and employees under Title 14 with PERA.
5. Assess the involvement of the Alaska Labor Relations Agency (ALRA) with public school employees and school districts.
6. Review and report on the number and content of Unfair Labor Practice (ULP) filings submitted to ALRA.
7. Report on the effect of PERA classification on the general attitudes of both labor and management towards each other during the negotiations process.

Scope

We focused our examination of education employee labor relations on the 54 school districts established in the State of Alaska. In our review, we placed additional emphasis on larger districts that have negotiated agreements or are currently negotiating under the provisions of PERA.

Methodology

Our evaluation of the effects of Chapter 180, SLA 1990 involved review and analysis of the following documents:

1. Alaska Statute 14.20, Article 6. Negotiation and Mediation.
2. Alaska Statute 23.40, Article 2. Public Employment Relations Act.
3. Information pertaining to 1989's Senate Bill 15 which eventually was passed as Chapter 180, SLA 1990, an act "Including, for two years, public school employees in the Public Employment Relations Act as class (a)(3) employees entitled to a right to strike; requiring advisory arbitration before public school employees exercise the right to strike; and providing for an effective date."
4. Information pertaining to 1988's House Bill 170 which eventually was passed as Chapter 95, SLA 1988, an act "Extending collective bargaining rights to noncertificated school district employees."
5. The Alaska Supreme Court decision regarding *Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 572 P.2d 416 (Alaska 1977).
6. The Alaska Supreme Court decision regarding *Anchorage Education Association v. Anchorage School District*, 648 P.2d 993 (Alaska 1982).
7. Executive Order No. 77.
8. ALRA's 1990 Annual Report.
9. ALRA's ULP Case Management File.
10. ALRA's ULP Case Status Report.
11. Public Case Files at ALRA on filed education cases.

We also relied extensively on interviews with the following groups of individuals:

1. Organizations with an interest in education matters, which included the Alaska Association of School Boards (AASB), the Alaska Council of School Administrators (ACSA), and the National Education Association (NEA).
2. School district administrators, which included superintendents, personnel directors, and labor relations directors.

3. Presidents and members of negotiating teams for local teachers' unions.
4. Presidents and members of negotiating teams for local education support personnel unions.
5. ALRA's hearing examiner/administrator.

We prepared a questionnaire regarding the effects of placing public school employees under the provisions of PERA, which was mailed out to the presidents of local NEA-affiliated unions.

We also prepared a questionnaire regarding the effects of placing teachers under the provisions of PERA, which was mailed to the superintendents of 51 of the State's school districts. Because the questionnaire was designed based on their discussions, we did not mail the questionnaire to the superintendents of the three school districts we had interviewed in the survey phase of our audit work.

ORGANIZATION AND FUNCTION

Title 14 of the Alaska Statutes sets out the duties and organization of the Department of Education. The statutes establish a seven-member State Board of Education appointed by the Governor, which sets the policy for education in Alaska's public schools. The State Board appoints the Commissioner of the Department of Education to implement and carry out its policy decisions.

There are 471 public schools administered by 54 school districts in Alaska. The school districts include 21 Regional Education Attendance Areas (REAA's) and 33 City and Boroughs. The REAA's are created in politically unorganized areas in rural Alaska and the city and borough school districts serve politically-organized areas of the State.

Alaska education highly emphasizes the importance of local control. Each school district has a locally elected school board that works within the state guidelines to set policies for their respective districts. In 1990, there were about 108,000 students attending public school between preschool and twelfth grade. These students were taught by about 6,400 public school teachers.

Teachers and other school personnel were placed under Title 14 eighteen years apart

Certificated public school employees were given the right to bargain matters pertaining to their employment and the fulfillment of their professional duties in 1970. Chapter 18, SLA 1970 codified laws relating to school district labor relations under AS 14.20, Article 6 (commonly referred to as Title 14). Noncertificated public school employees were given the right to bargain matters of wages, hours, and other terms and conditions of employment in 1988 (Chapter 95, SLA 1988) when AS 14.20, Article 6 was amended.

In 1990 (Chapter 180, SLA 1990) public school employees were placed, for a two-year period, under the provisions of the Public Employment Relations Act (PERA) as class (a)(3) employees. An important aspect of labor relations under PERA is the role of the Alaska Labor Relations Agency (ALRA).

ALRA acts as referee and adjudicator for public employee labor relations

The present organization of ALRA was created on July 1, 1990 after the governor issued and the legislature approved Executive Order 77. The order consolidated three separate agencies into ALRA responsible for administering PERA and the Railroad Corporation Act. ALRA is composed of a board of three members who serve staggered three-year terms. The governor appoints and the legislature confirms the board members. No more than two board members may be from a single political party and all must have backgrounds in labor relations. One member is drawn from management, one from labor, and one from the general public.

ALRA employs a small staff of hearing officers and examiners to process and review various allegations and petitions within its jurisdiction. Perhaps the most visible aspect of ALRA's responsibilities is its resolution and adjudication of unfair labor practices (ULP).

The ALRA's process for resolving ULPs is as follows:

1. Preliminary review of allegation. The party filing a charge lays the issue out to a hearing officer/investigator. The hearing officer fills out a checklist to determine that all requirements for a charge have been met. Requirements include that the charge is sworn, that there are written addresses for the parties to the charge, and that the charge is dated. The hearing officer has 14 days to conduct an investigation, but in actuality it has been taking longer than 14 days.
2. Determination of jurisdiction. If the facts alleged appear to be true, then ALRA must decide if it has jurisdiction to hear the case. If it is determined that ALRA has jurisdiction, the facts of the charge are again examined prior to contacting witnesses on both sides. The hearing officer then forwards the case to the hearing examiner with a recommendation to dismiss or hear the case.
3. Informal Mediation or Resolution. If it is decided to hear the case, the hearing examiner attempts to bring the two parties together to have them conciliate the issues that separate them.
4. Hearing is held. If conciliation is not possible, then a hearing is held. An audio tape and written testimony is kept of each hearing. The case may be heard either by the ALRA's hearing examiner or the ALRA board may choose to hear the case as a board. When the board chooses to not be present at the hearing, the hearing examiner prepares a proposed decision for the board. When comments are received back from each board member and an agreement is reached on the wording of the decision, it becomes final. The final decision is written and is appealable in court.

BACKGROUND INFORMATION

1970 legislation first defined labor rights for teachers

In 1970, the terms and conditions by which teachers could collectively bargain were first established by the legislature in AS 14.20, Article 6. The statute sets out the negotiation and mediation processes to be followed for teachers (called certificated employees). Specifically, AS 14.20.550 requires that

Each city, borough and regional school board, shall negotiate with its certificated employees in good faith on matters pertaining to their employment and the fulfillment of their professional duties.

AS 14.20, Article 6 also set out procedures for school boards to follow in recognizing organizations to bargain on behalf of teachers (the statute refers to these organizations as bargaining agencies).

Noncertificated public school employees joined teachers in obtaining the right to bargain conditions of their employment in 1988, with the passage of Chapter 95, SLA 1988. This legislation amended AS 14.20, Article 6 to include noncertificated public school employees. Noncertificated employees were allowed to bargain matters of wages, hours, and other terms and conditions of employment.

Title 14 sets out procedure for union recognition and certification

The statutes required school boards to conduct secret ballot elections to select union representation for teachers. The school boards had to hold an election if 25% of the district's teachers so requested. After such an election, the statute required school boards to recognize the union with the most votes.

A Short Glossary of Terms Used in This Report

Advisory arbitration: An independent third party is called in to help settle a collective bargaining deadlock. After hearing both sides of the dispute, the arbitrator issues an advisory decision. Although the decision is not binding on either of the two sides, it often brings a realistic perspective to the negotiations.

Binding arbitration: As in advisory arbitration, a third party hears both sides, but then renders a decision that is binding on both parties.

Mediation: Involves third party intervention between conflicting parties. However, a mediator acts more informally than an arbitrator, often serving as a go-between for the two sides in order to promote reconciliation or compromise.

Deadlock: Point at which negotiations between two parties reaches a standstill. Often a mediator is brought in at this point to help the two sides to continue communicating and to mutually resolve differences.

Impasse: Point at which negotiations have broken down to the point that neither side to a dispute will concede on their issues. Impasse exists after a mediator and an advisory arbitrator have tried to resolve issues.

After recognition, school boards were required to negotiate within 20 days after receiving a written request from the union. Negotiation meetings were required to be open to the public unless both sides mutually agreed to have the meetings closed.

1970 legislation also provided for mediation then arbitration

The statute required mediation, in a prescribed manner, of labor negotiations if and when the two sides reached a deadlock. The United States Federal Mediation and Conciliation Service would serve as the agency to resolve the dispute. The mediator would chair the mediation meetings and attempt to resolve the differences between the two sides. The mediator would prepare a written report, which would be issued to both sides. If either side rejected the report in its entirety, the mediator could make changes and prepare a final report. If either side rejected that final report, the governor could appoint an advisory arbitrator to hear the issues.

The statute also required that negotiated agreements provide for a grievance procedure. When setting up a grievance procedure, the statute required that binding arbitration be used as the final procedural step. The statute did maintain that it was not designed to abrogate school boards' rights to have final decision-making authority on policy.

1972 legislation sets out public employee labor relations rights

Two years after teachers were given the right to bargain, public employees had their rights codified in AS 23.40, Article 2. The legislation, referred to as the Public Employment Relations Act (PERA), established three classes of public employees and gave specific bargaining rights to each class.

Class (a)(1) employees include police and fire protection employees and were designated as workers whose services cannot be suspended for any length of time. Class (a)(1) employees are not allowed to strike. However, if impasse is reached in negotiations even after mediation, then the bargaining parties must submit to binding arbitration.

Class (a)(2) employees, which include public school employees other than teachers or noncertificated employees, and public utility employees, were designated as workers whose services could be suspended for short intervals. Class (a)(2) employees are allowed to engage in a strike after unsuccessful mediation. But if either the employer or the State's labor relations agency can prove that the strike threatens health, safety, or the public welfare, they can apply for a court order to stop the strike. If the impasse continues after the suspended strike, the parties must submit to binding arbitration.

Class (a)(3) employees are those employees not specifically included in the two previous groups. Class (a)(3) employees are allowed to engage in a strike if a majority of the bargaining unit votes to do so by secret ballot.

PERA rights differ significantly from Title 14 provisions

The rights conveyed to employees covered by PERA differed significantly from rights conveyed to certificated public school employees in Title 14. These rights, as listed below, differ in areas ranging from union selection to mandatory payment of dues:

1. The selection of unions (or bargaining agencies) - A major difference between PERA and Title 14 is in the area of union certification. PERA involves the Alaska Labor Relations Agency (ALRA) in selecting and certifying union representation rather than local school boards. If there is a request for union representation; ALRA, not the school board, conducts an election by secret ballot.
2. Mediation - Another difference is the process of mediation. Under PERA, when labor and management negotiating teams reach a deadlock, they can mutually select a mediator or request that ALRA appoint a mediator. The mediator tries to work with the two parties to resolve any open issues.
3. Unfair Labor Practices (ULPs) - PERA also conveys additional rights that were not mentioned in Title 14. One right under PERA is that neither the public employer or public employees may engage in ULPs. PERA defines what constitutes a ULP and assigns ALRA with the responsibility of investigating and adjudicating ULP charges. ALRA can try to help resolve ULP issues between the two parties informally or can go through a formal hearing process in accordance with the Administrative Procedures Act. ALRA has the power to issue and serve orders to stop prohibited practices or to apply for an injunction from superior court. In order to reach its decision on ULPs, ALRA has the power to subpoena witnesses. ALRA can dismiss unfounded ULP allegations.
4. Dues deduction - PERA also conveys the right to employees to bargain for an agency shop and to have union dues deducted from employees' payroll and conveyed to the representative union.

PERA was not automatically made applicable to all employers. Under the 1972 legislation, political subdivisions were allowed to "opt out" of PERA and substitute their own labor relations provisions. Some subdivisions, most notably the Municipality of Anchorage, opted out of PERA.

Judicial decisions further define public school employees' rights

The requirements and application of Title 14 were further defined by two Alaska Supreme Court decisions. The first decision was in the case of the *Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 572 P.2d 416 (Alaska 1977), commonly referred to as "Kenai '77" (see inset on page 1!). In its decision, the court established what items were negotiable and what issues were non-negotiable in the collective bargaining process between teachers and school districts.

In the second case, *Anchorage Education Association v. Anchorage School District*, 648 P.2d 993 (Alaska 1982), referred to as the "Anchorage Strike Case" (see inset at right), the court ruled that teachers did not have the right to strike. These two court cases helped provide interpretation and guidance on items that had not been specifically addressed by the 1970 legislation.

Employees resent imposed contracts

Prior to 1990, public school employees were growing increasingly frustrated with their inability to bring closure or "finality" to the bargaining process. Under Title 14 and the accompanying court decisions, school districts had the right to impose a contract when collective bargaining impasse was reached. Public school employees had no formal means to respond to a contract imposition since they did not have a legal right to strike.

Despite not having the right to strike, teachers have been effective in using informal means to get imposed contracts lifted and have both sides return to the negotiations.

Informal means used by teachers have consisted of picketing their school district, filibustering school board meetings, taking votes to have an illegal strike, and working to their contract. When certificated staff work to their contract, they put in exactly their workday hours, but no more. This means that papers may not be graded and extracurricular activities for students may be curtailed. While effective, the informal means were long and drawn out and led to increasingly poor relations between the staff and school district.

ALASKA SUPREME COURT RULES TEACHERS HAVE NO RIGHT TO STRIKE

In 1979, school teachers in Anchorage went on strike. When they had not completed contract negotiations that year by the first day of school, they decided to walk out of classes. The strike lasted five days until the state superior court issued a temporary restraining order halting the walkout. The teachers then appealed the restraining order.

In the case, *Anchorage Education Association v. Anchorage School District*, 648 P.2d 993 (Alaska 1982) the supreme court ruled that the teachers did not have the legal right to strike. The court held that PERA did not pertain to teachers, even though AS 23.40.200 (d) lists public school employees as falling under its provisions.

The courts ruled that the statute referred to public school employees other than teachers, such as principals and counselors. The courts held that if the legislature had wanted PERA and its strike provisions to apply to teachers, it would have specifically so stated.

The decision went on to say, "No court has held that the common law permits public employees to legally strike in the absence of explicit statutory consent." Another reason cited by the court for their decision was the absence of an established oversight agency for the teachers, under the provisions of Title 14, which the court observed has historically contributed to the fairness of strikes.

Although the court admitted that teachers were not being treated the same as other public employees who were covered by PERA, it added that, *unequal treatment is permissible if it is substantially related to the legitimate purposes of the legislation.* The court observed in making its ruling that apparently the legislature felt Title 14 adequately provided cooperative labor relations for teachers.

KENAI '77 CASE DEFINES NEGOTIABLE ITEMS

In the mid 1970s, the Kenai School district filed suit against the local teachers union. The district sought a ruling from the courts regarding what items were negotiable and what items fell within the district's powers and responsibilities to make final decisions on policies. The school board claimed that while employment-related issues were subject to bargaining, items that affected educational policy should not be subject to bargaining. The union contended that district policy was a proper subject for collective bargaining.

In ruling on the case in 1977 (Kenai Peninsula Borough School District v. Kenai Peninsula Education Association, 572 P.2d 416 (Alaska 1977)), the Alaska Supreme Court observed that under the general law concerning bargaining between labor unions and private employers, the "scope of negotiable issues is broad." However, the court said that when the public employment sector is concerned, "and particularly education, the question of what is properly bargainable is thrown into more doubt." The courts expressed concern that the autonomy of school boards could be gradually eroded by the collective bargaining process over time.

In deciding the case, the Alaska Supreme Court quoted a passage from an United States Supreme Court decision that stated,

Whether a teachers' union is concerned with salaries and fringe benefits, teacher qualifications and in-house training, pupil-teacher ratios, length of schoolday, student discipline, or the content of the high school curriculum, its objective is to bring school board policy and decisions into harmony with its own views.

The court held that while school boards are required to negotiate in good faith, school boards are not required or permitted to delegate decision-making to unions. The court stated, "a matter is more susceptible to bargaining the more it deals with the economic interests of employees and the less it concerns professional goals and methods."

While observing that it would be helpful if the legislature would provide more specific guidance on what items may be negotiated (see Recommendation No. 2 in this report), the court made a decision of what collective bargaining items are negotiable and which are non-negotiable.

The court then went on to list more than 30 items that could be bargained by the union and then listed nine items that it felt were nonnegotiable policy items:

- 1) relief from non-professional chores,
- 2) class size and teacher load,
- 3) an Ombudsman for teachers,
- 4) evaluation of administrators,
- 5) use and number of Teacher Aides,
- 6) use and number of Para-Professionals,
- 7) pupil to teacher Ratio Formula,
- 8) use of specialists, and
- 9) the school year calendar.

Binding arbitration considered one method of achieving finality

Public school employees lobbied the legislature for a number of years to have a formal means to bring finality to their contract negotiations. The method preferred by the

employees was binding arbitration (see glossary on page 7 for definition of binding arbitration).

School district administrators and school boards adamantly opposed binding arbitration. Administrators are opposed to binding arbitration because they felt it contributes to escalating personnel costs in other states where it is used. Administrators have also found that in many instances where they have gone to advisory arbitration, they have been the losers in the financial decision, suggesting they would fare no better if the arbitrator's rulings became binding.

Currently many school districts feel that they are constrained in what they can pay to employees because revenues are limited under the State's school foundation program. The legislature, to some extent, has recognized the validity of this viewpoint. In 1991, they provided 15 single-site school districts a total of \$2,131,200 to supplement funding the districts under the foundation program.

School districts who have a taxing authority have found taxpayers unwilling to support additional property or sales taxes. While funding has not increased in recent years, costs for school districts have been rising. Some of the costs are uncontrollable, particularly rapidly increasing costs of the Teacher's Retirement System. School districts are concerned that if their employees have binding arbitration as the means to finality, salaries and benefits will be set at amounts that are impossible to fund.

1989's Senate Bill 15 attempts to resolve finality issue

In this background of public school employee frustration with the provisions of Title 14 and school district concerns about binding arbitration, Senate Bill 15 was introduced in January 1989. The original version of the bill made substantial changes to Title 14. It included giving the ALRA oversight responsibilities for union elections and a provision of "last-best-offer" mediated arbitration that would be binding on both parties. The bill was altered substantially as it moved through the Senate. The revisions continued as the bill moved from the Senate to the House for consideration. In one committee version of the bill, public school employees were placed under the provisions of PERA as class (a)(2) employees with a limited right to strike followed by binding arbitration.

To avoid having binding arbitration imposed, two organizations that represent school boards and school administrators, the Alaska Association of School Boards and the Alaska Council of School Administrators, respectively, agreed to drop their opposition to the bill. Their agreement was predicated on the bill containing a right to strike [or (a)(3) PERA status] for teachers and other school personnel rather than binding arbitration [(a)(1) or (a)(2) PERA status].

These two organizations and the National Education Association-Alaska (NEA-Ak), representing teachers and other school employees, reached an agreement on a bill that would classify public school employees under PERA as class (a)(3) employees. Such classification

would give them the right to strike. The House Finance Committee version of the bill reflected the agreement reached between the three interested organizations. However, the bill was changed when it reached the House Rules Committee.

House Rules Committee add a repeal date clause

The House Rules Committee passed out legislation that would make the reclassification of school district employees under PERA effective for only two years. At the end of the two-year period, the employees would again be subject to the provisions of Title 14 unless the legislature acted to extend their coverage under PERA. There was expressed intent for the two years to serve as a trial period. One representative stated that he viewed the "legislation as an experiment in finality in collective bargaining," and that he "hoped it would put a stop to the charges and counter charges seen on both sides of this issue." SB 15, as passed out of the House Rules Committee, placed public school employees under PERA as class (a)(3) workers for a two-year period.

SB 15 was then revised again on the floor of the House. An amendment, characterized as a "technical amendment" prohibited school districts from opting out of the bill. The amendment addressed concerns that since the original passage of PERA in 1972 allowed political subdivisions to "opt-out," school boards might argue that they should be entitled to the same option. The amendment was intended to clarify the intent of the legislature that the law would apply to all school districts. Senate Bill 15 as passed by the House and Senate, was signed into law by the Governor with an effective date of June 22, 1990.

REPORT CONCLUSIONS

The Legislative Budget and Audit Committee directed that we review and report on the impact of the Public Employment Relations Act (PERA) on various aspects of labor relations between public school employees and the State's 54 school districts. We based our report conclusions on the information that we gathered through interviews with education organization groups, school district administrators, and members of local unions representing both certificated and noncertificated staff. We also relied on the results of a questionnaire we mailed to 51 school districts. We received a response from 38 or 75% of districts polled.

Length of time involved in negotiations has generally remained unchanged

There has been no significant consistent change in the length of time it takes to negotiate a contract under the provisions of PERA compared to Title 14. The issues being negotiated and the amount of available funding have more of an impact on the time spent bargaining than does the process used. Eighteen school districts responding to our survey reported that the length of time to negotiate a contract remained the same under PERA as it had under Title 14. Eleven districts reported that they either had not negotiated under PERA and therefore had no basis to form an opinion or that they simply had no opinion. Eight respondents felt that the length of time had increased while one respondent felt that the length of time had decreased.

Union members generally reported that the length of time to negotiate a contract had not changed much under PERA, but they felt that the productivity of negotiation meetings had been greatly enhanced. They attributed this change to the presence of the unfair labor practice (ULP) process which kept both union and management aware of the need to bargain honestly and in good faith.

Legal service costs at the district level generally not affected

Local unions reported that they have not experienced an increase in legal costs, while 27 (71%) of school districts also report no increase in legal costs. Local unions typically have not hired attorneys to either negotiate on their behalf or to act in legal disputes. Instead, any local union which is a party to an ULP charge or court case is assessed \$10,000 for each local member and the state branch of the union pays the balance of the legal cost. The National Education Association (NEA), which represents most education employees in Alaska, report that they have had only a minimal increase in legal costs due to ULPs.

We found a total of \$245,000 had been spent by school districts on legal costs in response to PERA: \$120,000 paid by Alaska Association of School Boards (AASB) and \$125,000 paid by individual school districts. AASB stated that they had just hired a \$120,000 labor relations attorney to assist their member school boards in labor matters. Among the 11 (29%) school district respondents who reported an increase in legal costs, eight reported the increase was due to negotiations and six reported the increase was due to preparations for

a ULP. We contacted the three school districts who had gone all the way to the hearing process with a ULP. One school district indicated they had hired their own in-house attorney in response to a ULP. They have budgeted \$100,000 for that position. The second school district would not offer an exact estimate but said the amount was immaterial. The third school district stated they had spent about \$9,000 in preparation for a ULP. In addition to school districts who had legal costs as a result of a ULP, another school district stated they had paid \$10,000 for an attorney-prepared presentation for their school board and in preparation of upcoming negotiations.

The Alaska Labor Relations Agency (ALRA) also has costs that are attributable to the time they spend investigating and hearing ULP charges. Since they do not have a system to keep track of the time spent on each case, we chose to allocate ALRA's FY 91 expenditures based on the number of education-related cases handled compared to the total number of cases filed with the agency. Based on this method, ALRA has spent an estimated \$35,000 to investigate and hear education ULP cases.

Use of professional negotiators has remained about the same

We did not find any increase in costs to school districts attributable to hiring a professional contract negotiator. Of the 38 school districts responding to our survey, 8 (21%) hire either a consultant or an attorney to negotiate on their behalf. Of those, three had not yet negotiated a contract under PERA, and one reported that their negotiation costs remained the same. Of the remaining four who use a hired consultant or attorney, one had already reported an increase in costs under the legal services previously discussed. The other three districts reported no increase in their negotiator's fees.

We found no school district which had decided to use a hired negotiator when it had not used one previously, as a result of being placed under the provisions of PERA. Since there has been no significant change in the length of time it takes to negotiate a contract under PERA, it seems reasonable that the costs to negotiate those contracts would not alter significantly. Also, many negotiators receive a fixed fee for their services irrespective of the length of time it takes to reach settlement or the results of the settlement.

The major difference with PERA are the issues being negotiated

The major difference in negotiations and contract settlement under PERA is the nature of the issues being negotiated. With the passage of PERA, there is a lot of uncertainty on the part of both administrators and unions about what can be negotiated in collective bargaining. Both parties are unsure if the items listed as non-negotiable in the Kenai '77 court decision still apply.

Some feel that the court case is now void since it pertained to Title 14. The National Education Association of Alaska (NEA-Ak) say that they have no plan to push for reconsideration of the issues dealt with in the Kenai '77 decision. However, individual local unions told us that they were raising previously non-negotiable items in their contract talks.

These reports were substantiated by six school districts which in their survey response related that previously non-negotiable items were being raised during bargaining. The most commonly addressed non-negotiable item being discussed is class size. Currently, ALRA is considering the negotiability of a specific issue whose status is unclear.

According to information provided by NEA-Ak, 31 negotiated contracts have been settled under the provisions of PERA. This total includes contracts for both certificated staff and support staff. Nine additional contracts are currently being negotiated and ten districts have not negotiated under the provisions of PERA. As of this time under PERA, there has been no contracts imposed on unions by the school districts nor have there been any union strikes against the school districts. Of the 37 school districts who responded to our questionnaire, only 3 (8%) said that they had gone as far as advisory arbitration to reach contract settlement.

Only 5 (13%) of our school district respondents felt they had conceded more in negotiations under PERA than they would have conceded under Title 14. When we contacted those school districts, we found that the concessions were in the way of contract language and the union classification of employees rather than of a direct financial nature.

When polled, only one school district said that being under PERA was an improvement over being under Title 14. The one district that preferred PERA thought the law provided more clearly defined ground rules for labor relations. There were 31 (82%) school districts who felt that being under PERA was a disadvantage because of increased bureaucracy. They also did not like the potential for ULPs and strikes.

ALRA role has involved delay and has been less extensive than originally envisioned

While ALRA has had some involvement in school district labor relations, the amount of contact has been less than what was originally anticipated by the ALRA hearing examiner. The hearing examiner said that while she had expected up to 50% of ALRA cases to involve education issues, in actuality, less than 25% of ALRA's cases have been education-related.

According to ALRA's administrative hearing examiner, the small percentage of education cases can be attributed to two factors. One factor is that not every school district has negotiated a contract under PERA; therefore, ALRA has had jurisdiction over only some of the State's 54 school districts. A second factor is that both education unions and school districts are just learning about PERA and how ALRA is available to answer questions and hear issues.

There has been some frustration expressed by the education unions and school district administrators over the length of time involved in the ALRA hearing process. Two of the education cases that have advanced to the hearing process have taken as long as eight months to one year for a decision from the ALRA board.