

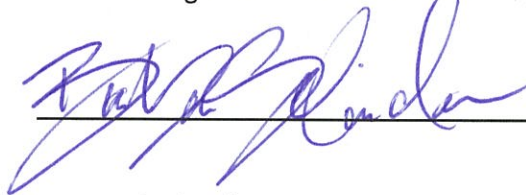
**CRAIG EDUCATION ASSOCIATION  
CERTIFIED NEGOTIATED AGREEMENT**

**July 1, 2018  
through  
June 30, 2021**


This agreement is entered into this 1<sup>st</sup> day of July, 2018, between the Craig City School District, Craig, Alaska, hereinafter referred to as the "District" and the Craig Education Association, hereinafter referred to as the "Association."

This agreement was ratified by the Association on 7-1-18

Craig Education Association President

  
\_\_\_\_\_

Craig Education Association Secretary

  
\_\_\_\_\_

This agreement was ratified by the District on 6/27/2018

Craig School Board Member

  
\_\_\_\_\_

Craig School Board Member

  
\_\_\_\_\_

## PURPOSE

It is the purpose and intent of the parties hereto to provide in the agreement for orderly collective bargaining relations between the District and the Association; to set forth the hours, salaries and terms and conditions of employment of the employees represented by the Association.

## ARTICLE I. ADMINISTRATION

### Section 1. Definition of Terms

As used in this agreement, the listed terms shall be defined as follows, unless the context in which they are used clearly indicates another meaning.

- A. "District" shall mean Craig City School District, Craig, Alaska.
- B. "Board" shall mean the School Board of Craig City School District as the governing body of the District.
- C. "Association" and "CEA" shall mean the Craig Education Association.
- D. "Certificated employees" shall mean those educational employees for whom the Association is recognized as the exclusive bargaining agent.
- E. "AS" shall mean "Alaska Statute."
- F. "AAC" shall mean "Alaska Administrative Code."

### Section 2. Recognition

CEA is the exclusive bargaining agent for all members of the bargaining unit covered under this agreement for wages, hours and working conditions provided under AS §23.040.070 — AS §23.40.260.

For the purposes of this agreement, the Association shall represent all employees working in an instructional capacity which requires a Type A, or Type M certification, or who work in a counseling capacity which requires a Type C certification. Employees working in a capacity which require a Type B certificate, or who are supervisory employees as defined in AAC 8 §97.990, are exempt from this agreement.

### Section 3. Saving Clause

If any article, section, or subsection of this agreement is held to be contrary to law by a court of competent jurisdiction or by action of the Alaska State Legislature, other sections and provisions of the contract will continue in full force and effect. The District and CEA will meet not later than twenty (20) calendar days after the judicial or legislative action for the purpose of renegotiation of only the section or provision affected by such action.

### Section 4. Numbered or Bulleted Lists

Numbered, bulleted or alphabetized lists in this agreement shall not be construed to be prioritized in order unless so specified.

## ARTICLE II. MANAGEMENT RIGHTS

This document contains the complete agreement of the parties. The management rights of the Board, including the right to adopt rules, regulations, and policies deemed necessary by the Board during the term of this agreement, shall be considered limited only by the specific and expressed terms of this agreement.

## ARTICLE III. NONDISCRIMINATION

It is mutually agreed by the parties not to discriminate against any person with regard to terms and conditions of employment because of race, creed, color, religion, age, national origin, sex, domicile, marital status, sexual orientation, membership, or participation in the Association, or the presence of any handicap except as required in accordance with this agreement or as otherwise provided by law.

## ARTICLE IV. ASSOCIATION SECURITY

### Section 1. Board-Association Communication

The CEA President will receive a copy of the Board packet, agenda, and unofficial minutes at the same time this information is distributed to the Board.

### Section 2. Access to Information

The Association shall have access to public information concerning the District. The District shall have a reasonable time to comply with a request for financial information. Any extra costs in preparation or copying shall be borne by the Association at the rate customarily charged the general public.

### Section 3. Use of Equipment

Use of school equipment by the Association shall be on a request basis through the administration. The District shall be reimbursed for the cost of any materials or supplies included in this use.

### Section 4. Dues Deduction

- A. The District shall deduct local and National Association dues in nine monthly installments from September to May from the payroll of all certificated bargaining unit members covered by this agreement. If a member joins the National Education Association (NEA), they are automatically enrolled in the state affiliate (NEA-Alaska), and local affiliate CEA per NEA bylaws.
- B. Teachers seeking membership in NEA/NEA Alaska/CEA shall submit a payroll deduction form to the District by September 15<sup>th</sup>. The Association President shall inform the District in writing by September 15<sup>th</sup> each year of the annual dues to be deducted. The district office will send a notice to the Association of planned payroll deductions no later than September 20<sup>th</sup>.
  - a. Authorization for dues deduction shall continue from year to year unless the teacher terminates or withdraws the authorization in writing.
  - b. A member may revoke this authorization as of September 1st of any calendar year by giving written notice to that effect by September 15<sup>th</sup> of that year to the local president and District office.
- C. The District shall forward all dues and fees collected to the CEA. A list of bargaining unit members and the amount of their deductions shall be given to the Association upon request.
- D. The Association agrees to and will indemnify and hold the District harmless against any suit against the District on account of any payroll deductions for the Association.

### Section 5. Association Rights

- A. The Association may use the District buildings for the purpose of having meetings and transacting Association business in accordance with established Board policy, provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra cost resulting for such Association use of a District building. All such meetings shall be held outside the regular teacher work day.
- B. The Association may post notices of Association activities and business on bulletin boards in faculty lounges. Such notices shall be signed by an Association representative or official, or identified as official Association material.
- C. The Association shall have the right to reasonable use of teacher mail boxes/ in-district email system for communication with its members.
- D. Craig Education Association shall be granted ten days of paid leave. This leave may be used for Association training and business.

## ARTICLE V. TEACHER SECURITY

The District shall maintain one official personnel file for each certificated employee at the District central office. This file shall include evaluation materials, contracts, teaching certificates, and transcripts. Certificated employees shall have the right to review their official personnel files in the office during non-teaching time. Each certificated employee shall have the right to review, initial and attach his/her comments to any evaluation material prior to its being made a part of the official personnel file. Items from a teacher's personnel file may not be removed from the central office and must be kept in a secure file.

One copy of information in the file will be made available annually to the employee upon request. Any person qualifying to look in a teachers personnel file will sign the record of access form attached to the front of the file.

## **ARTICLE VI. INDIVIDUAL CONTRACTS**

### **Section 1. Contract Compliance**

All individual employees shall be employed using the current Craig School District standard teacher contract form. Supplemental contracts for extra-curricular, co-curricular, and activity assignments shall be on standard District form contracts conforming to state laws and regulations.

### **Section 2. Length of Contracts**

An individual teacher contract shall consist of one hundred ninety (190) days, including legal holidays. This shall include one hundred eighty (180) days in session and four work days. Final calendar determination is reserved to the Board.

### **Section 3. Conformance**

It is agreed by the parties that the terms of individual teacher contracts hereafter executed between the Board and the teacher shall be consistent with and subordinated to the terms and conditions of this agreement.

### **Section 4. Extension of Contracts**

Salary for individual teacher contracts extended beyond the contracted work year shall be computed on a daily basis as 1/190 of the current annual salary.

### **Section 5. Reemployment**

The right to be reemployed, according to agreement, expires if the teacher does not accept reemployment within thirty (30) days after the date on which the teacher receives his/her contract for reemployment.

The contract shall be returned with unqualified acceptance of terms and conditions of the contract, unless any changes are mutually agreed upon by CEA and the District. A contract may be terminated by mutual consent of both parties upon 30 day written notice by either party and the written assent of the other party.

### **Section 6. Notice of Certification and Renewal Dates**

At least once per year the District shall provide notice to employees whose teaching certificate or physical will expire within the next twelve months. Such notice will be given at least 60 days prior to the expiration of the renewal date. If an individual's teaching certificate lapses, the individual will be compensated at the current certified substitute wage. This will continue until all appropriate documents have been received by the district.

## **ARTICLE VII. TEACHING CONDITIONS**

### **Section 1. Access to School Facilities**

By prior arrangement with the administration, teachers shall have access to necessary keys to work on school-related activities during and after school hours. The key(s) will be signed for and returned using an office check-out system.

Teachers using District keys will be responsible for the security of the area(s) they use and cannot delegate this responsibility to others. Any replacement of keys that are lost or locks that have to be installed due to loss shall be the monetary obligation of the teacher signing out the key(s).

### **Section 2. Preparation Time**

Preparation time shall be provided for both secondary and elementary teachers. This time is to be free from student contact and devoted to classroom preparation, conferences and other school-related activities. Teachers shall have a minimum of 200 minutes per week of preparation time.

The District shall make a reasonable effort not to assign a teacher duties during the teacher's preparation time. If a teacher is assigned duties other than class preparation or conferences during scheduled preparation time the teacher shall receive compensation at the rate of \$33.00 per hour.

If a teacher is not scheduled for a minimum of 30 minutes of preparation time during the student contact day, then the teacher will receive a written letter of agreement that will outline one of the following options:

- A. The teacher will not be required to attend any meetings or other requirements after school is out for those days which have no scheduled preparation time; or,
- B. The teacher will be compensated at the rate of \$33.00 per hour in lieu of preparation time.

### **Section 3. Length of School Day**

The base work week will be set at forty (40) hours with beginning and ending times to be agreed upon each year by the administration and teaching staff. It is recognized that the school day can exceed this time schedule when necessary for additional student assistance, parent conferences and teacher responsibilities associated with school programs that occur beyond the school day. Any assignments made of the latter will be done in an equitable manner. District tournaments shall be excluded from the above list. Duties that are enforcement in nature for adults will also be excluded.

### **Section 4. Duty-Free Lunch**

Teachers shall be granted a 30-minute duty-free lunch per state law, which 30 minutes shall not include student passing time. Nothing contained in this article shall be construed to prevent a teacher from volunteering services during his/her duty-free lunch period.

### **Section 5. Lines of Responsibility**

The parties acknowledge that chain of command and smooth administrative operation is critical to the District's ability to maintain and improve the educational program. To ensure full understanding of the chain of command, the district will provide time during the teacher orientation, prior to the beginning of the school year to discuss the chain of command, consistent with Board Policy 2110 and Board Policy 2250.

### **Section 6. Employee Discipline and Just Cause**

In accordance with Board Policy 4118, disciplinary action taken against an employee shall be documented thoroughly and accurately, and shall be taken in a consistent and non-discriminatory manner. Prior to imposing discipline, the superintendent or designee shall conduct an investigation to determine the circumstances and facts of an alleged incident, sufficient to establish the basis of any discipline. At the discretion of the Superintendent or designee, an employee may be suspended with pay during an investigation. Records of discipline taken, including the reasons therefore, may be placed in the employee's personnel records, at the discretion of the Superintendent or designee.

## **ARTICLE VIII. GRIEVANCE PROCEDURE**

It is agreed by the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, provided such settlements do not violate this agreement or compromise state law. Nothing in this article or elsewhere in this agreement shall be construed as preventing free and open discussion of any individual's concerns outside of this grievance procedure.

### **Section 1. Definitions**

For the purpose of this article:

1. A "grievance" is an alleged violation of this negotiated agreement.
2. An "Aggrieved Party" is a person, group of people or the Association who submits a grievance.
3. "Days" shall mean contracted work days, Monday through Friday.

### **Section 2. General Guidelines**

- A. Grievance processing, including discussions, investigations and hearings shall not be conducted during classroom instruction time.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed in a confidential grievance file maintained by the district separate from the regular personnel file of the affected certificated employee.

- C. If a grievance affects a group of employees or the Association, the Association may submit the grievance directly to the superintendent and the processing of such a grievance shall be commenced at step 2.
- D. An aggrieved party can be represented at all stages of the grievance procedure by themselves, or at their option, by a representative provided by the Association.
- E. Each grievance shall be submitted in writing on a form approved by the Board and Association and shall identify the aggrieved party, the provision(s) of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and general statement of the grievance and redress sought by the aggrieved party.
- F. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

**Section 3. Grievance Procedure**

The parties acknowledge that it is usually most desirable for an employee and the direct supervisor to resolve problems through informal communications. If no resolution has been achieved informally, then:

**Step 1**

- A. The aggrieved party shall submit a formal grievance to the Association (Appendix A), who shall keep a copy and forward the original to the principal.
- B. There shall be a meeting between the immediate supervisor, the aggrieved party (parties), and potentially their Association representative within five (5) days.
- C. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

**Step 2**

- A. If the grievance is not resolved at step one (1), or if no written response is received within the five (5) day time limit, the aggrieved party may submit the grievance to the superintendent. Such submission shall be within ten (10) days of the determination at step 1 or the date the determination was due.
- B. The superintendent shall arrange for a meeting with the aggrieved party to take place within ten (10) days after receipt of the grievance. Upon conclusion of the meeting, the superintendent shall have ten (10) days in which to provide their written decision to the aggrieved party as well as providing a copy to the Association.

**Step 3**

- A. If the grievance is not resolved at step two (2), or if no written response is received within the ten (10) day time limit set forth in step 2(B), the aggrieved party may submit the grievance to the President of the School Board. Such submission shall be within ten (10) working days of the determination date at step 2 or at the date the determination from step 2(B) was due.
- B. The President of the School Board shall arrange for a meeting with a quorum of the school board and the aggrieved parties within ten (10) days after the receipt of the grievance. Upon conclusion of the meeting, the aggrieved party and the Association shall be given a written decision from the Board within five (5) days after the next regular school board meeting, or twenty (20) days following the meeting, whichever is first.

**Step 4 Arbitration**

- A. If the grievance is not resolved at step 3 or if no response is received by the date the response was due, the Association may, within fifteen (15) days after receiving the response or the date the response was due, refer the grievance to Arbitration by requesting that the Federal Mediation and Conciliation Service or American Arbitration Association propose the names of seven (7) arbitrators. A copy of such a request shall be forwarded to the superintendent.
- B. Upon receipt of the names of the proposed arbitrators, the superintendent and the Association shall strike names from the list until one is designated as arbitrator.
- C. The arbitrator's decision shall be in writing with copies to the Board and the Association, and shall set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator may adjust pay complaints and fashion remedies he judges to be proper under the facts of the case, provided that the award is consistent with the conditions of this agreement and that he shall have no power to award punitive damages or change the

substance of the contract. Nor shall he be empowered to make any decision contrary to law. The decision of the arbitrator shall be binding.

- D. The cost for the services of the arbitrator will be borne equally by the Board and the Association. The arbitrator will be directed to respond within sixty (60) days.

## **ARTICLE IX. EVALUATION**

The parties acknowledge that the evaluation process is critical to the District's ability to maintain and improve the educational program and serves as a method for gathering data relevant to subsequent employment of teachers.

The District will maintain an evaluation system for teachers in conformance with AS §14.20.149. The evaluation process will be explained to and discussed with certified staff during the initial in-service of the school year, and will be followed by evaluators.

No Community Performance Survey may be used unless it is signed. All unsigned Performance Surveys will be destroyed. All evaluations will be reviewed with the teacher who shall have the right to append any comments to the evaluation.

## **ARTICLE X. REDUCTION IN FORCE/FURLOUGH**

Any reduction(s) in force shall comply with all applicable laws of the State of Alaska.

### **Section 1. Procedure Criteria**

If it becomes the intention of the Superintendent to recommend to the Board the elimination of a teaching position(s), the Superintendent shall notify the teacher prior to final decision by the Board. Should the Board's final determination be to eliminate a teaching position(s), it is understood between the parties that the District will consider such factors as experience in the District, certification, training, highly qualified status if applicable and evaluations in order to retain those teachers who are most capable of meeting the requirements of the educational program

### **Section 2. Furlough Status**

Should reduced enrollment, resulting in loss of funding, lack of program enrollment or financial emergencies require reduction of tenured teacher position(s), the teacher(s) shall be placed on furlough status based on criteria in Section 1, until such time as a vacancy occurs or the District reestablishes the position. For purposes of this article, furlough status is defined as a period of time, not to exceed two years, during which a teacher is not on active duty with the District and is not receiving compensation from the District. However, during which time, service credits for retirement purposes will continue to accumulate and will be reinstated in full if the teacher is returned to duty at which time the District will pay its normal share of retirement contribution; provided that, no additional retirement contribution will be made if the furloughed teacher has been enrolled in the Teachers' Retirement System during the furlough period.

Teachers on furlough status will be returned to duty upon the Board's decision to fill a teaching vacancy or reinstate an eliminated position in the reverse order in which they were furloughed provided no teacher shall be assigned or returned to a position for which he/she is not qualified on the basis of training and experience.

Staff on furlough status will be responsible for keeping the District informed of contact information.

## ARTICLE XI. LEAVE

### Section 1. General

Teachers on approved leave shall maintain earned or accrued benefits, including, but not limited to tenure, sabbatical leave, and District seniority. Such benefits will be restored upon return to active service.

### Section 2. Uncompensated Leave

Certificated employees with tenure may request a leave of absence without pay of not more than one (1) year using the following procedures:

1. Teachers anticipating full year leave shall make requests prior to May 1; other requests shall be made in a timely manner.
2. Written requests shall be made to the superintendent.
3. The superintendent shall consider the merits of the request and will provide a written decision to the teacher stating the reasons for the decision.
4. Requests for reason of illness must be accompanied by a doctor's statement.
5. The superintendent's ruling may be appealed to the Board. The decision of the Board will be final.
6. A tenured teacher will be guaranteed a position of comparable FTE upon return.

### Section 3. Compensated Leave

#### 1. Sick Leave

The parties agree to be governed by sick leave regulations of AAC 4 §15.040. The District shall credit, without limit, sick leave with pay to all regularly contracted, certificated personnel in a manner consistent with the following provisions: Sick leave is accrued at the rate of one and one third days for each calendar month or each major portion of each calendar month of actual service. If a teacher exhausts his/her sick leave before the end of the school year, he/she will be eligible for the remainder of the yearly unaccrued sick leave days. A teacher may use sick leave for the death, illness or welfare of a person in the teacher's immediate family.

- A. In this section, "Immediate Family" includes at least the following:
  1. Husband, or Wife or domestic partner (AS §39.50.200)
  2. Father, Mother, Legal Guardian, Son, or Daughter or Foster Child
  3. Brother or Sister
  4. Grand Parents
  5. Grand Child
- B. Certificated employees are entitled to use accumulated sick leave for reasons of child birth.
  1. Immediate Leave

Leave time will be charged first to sick leave and then to leave without pay. Such leave shall be initiated and concluded after written verification from the attending physician that the employee is unable to perform teaching duties due to childbirth.

2. Post Childbirth/Adoption Leave

Leave shall be granted in accordance with the Federal and Alaska Family Leave Acts. Requests shall be made using the exhibit from BP 4161.4, included in the contract as Appendix E.

- C. An employee may be required to provide the Superintendent a Doctor's verification of illness or proof of a medical appointment.

#### 2. Professional Leave

Professional leave, with or without pay, may be authorized by the Superintendent for attending education conferences or for other purposes related to teacher assignments.



### **3. Sabbatical Leave**

Sabbatical leave as established by Alaska Statutes shall be available to a teacher who meets conditions outlined in AS §14.20.280-300 when such leave is approved by the Board. Only one teacher may be on paid sabbatical leave at a time. The proposed program of study must be beneficial to the educational program of the District. Teachers contracted to return to the District following their sabbatical leave are entitled to half the District base pay for the year of leave and medical insurance during the sabbatical. If the teacher does not return to the district following the sabbatical, they will be required to pay back any compensation they received from the district during sabbatical leave.

### **4. Personal Leave**

Each teacher shall receive annually four (4) days personal leave accruable to seven (7) days. The teacher agrees to notify the District a minimum of one (1) week prior to any use of this leave, except when used for travel emergencies, in which case, the teacher will notify the District as soon as possible.

- A. Personal leave shall not be taken during the first student attendance week of school or the two weeks before school is dismissed. Exceptions may be made by the Superintendent.
- B. No more than twenty percent of all certificated employees, and no more than two certificated employees from each building, will be allowed personal leave at one time.
- C. Leave will be granted with consideration given to employees who have not been granted similar leave in the prior year.
- D. Leave that is not used during the contract year will be purchased by the District, at the certified substitute salary rate.

## **ARTICLE XII. COMMITTEE PARTICIPATION**

The Association and the District recognize the value of teachers' insight and experience to the District. Association members are encouraged to serve on appropriate committees, consistent with the philosophy, goals, and objectives of the District.

## **ARTICLE XIII. CONCLUSION OF BARGAINING**

### **Section 1**

With the exception of Article XIV, Section 1, and Appendix B, this agreement shall be in effect for the school years 2018-2019, 2019-2020, and 2020-2021 upon being ratified by a majority of the members of the Association and subsequent Board approval. This agreement shall continue in full force and effect through June 30, 2021 at which time it shall expire.

Article XIV, Section 1 shall be opened again no later than February 4, 2019 for the purposes of establishing salary schedules for 2019-2020 and 2020-2021.

### **Section 2**

The agreement expressed herein constitutes the entire agreement between parties and no oral statement shall add or supersede any of its provisions. The parties acknowledge that they have fully bargained with respect to the terms and conditions of employment and have settled them for the duration of this agreement. This agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this agreement. This contract can be modified by mutual agreement of the Association and the Board.

### **Section 3**

Through the life of this agreement, it shall be binding on the parties individually and collectively and on their successors and assigns.

### **Section 4**

CEA agrees that during the life of this agreement it will not cause, authorize, condone, sanction or take part in any strike, walkout, work interference or withholding of services for any reason.

The Board agrees that during the life of this agreement there shall be no lockout of employees for any reason.

## ARTICLE XIV. COMPENSATION

### Section 1. Salary

For the duration of this agreement, the salary schedule shall be as in Appendix B. Advancement and placement on the salary schedule will be based on upper division or graduate courses (300 or above) within each teacher's certificated or major subject area earned after completion of the teaching certificate degree program. Teachers assigned to teach courses outside their endorsement area may count credits earned in the new area if they carry upper division or graduate credit. For advancement change to be made, transcripts or verification of satisfactory course completion for courses completed during the summer must be available in the administration office prior to October 15<sup>th</sup>. If a teacher believes that advancement credit should be given for a course not approved, he/she may appeal the decision to the Superintendent by November 15<sup>th</sup> of the school year in which the credit is disapproved. The teacher may be represented by a member of the Association during the appeal.

Credits given for Alaska history or multi-cultural education may be counted for advancement on the salary schedule even if only offered at the lower division level.

The superintendent's decision may be appealed to the Board. This language is effective for teachers hired after 1996. All prior employee salary placements are unaffected and remain as previously determined and will be utilized to determine further advancement on the schedule.

Compensation follow the salary schedule in Appendix B.

For the 2018-2019 contract year, the salary schedule shall be increased by 1% on the base and 1% on the step.

### Section 2. Insurance

The District will maintain continuous Public Education Health Trust Medical Plan A, continuous Public Education Health Trust Vision, and continuous Public Education Health Trust Dental Plan A for each regular, full-time employee and his/her dependents. The District shall pay 100% of each plan premium. Additionally, the District will offer Public Education Health Trust Orthodontia at 100% cost to the employee. For those who elect orthodontia coverage, the premium will be deducted monthly through automatic payroll deductions.

Covered employees' contribution will be 2% of the monthly premium. The contribution will be deducted automatically through monthly payroll.

If both spouses of a married couple are employed full time by the District, the District shall pay the amount of the family's medical expenses that would have been covered if both spouses had their own policy. The District shall waive the annual co-pay for married couples who are both employed full time by the District.

Health Insurance Opt-out Stipend: Regular full-time employees who have alternative health insurance coverage meeting the minimum requirements of the Federal Affordable Care Act or other applicable laws, may elect to waive their entitlement to District provided health insurance. Alternative coverage shall include District provided health insurance that would cover the waiving employee as a spouse of a District employee covered by the District's plan. The District shall pay the employee who waives coverage a \$350 monthly stipend.

For waiving employees whose alternative coverage is District insurance provided to their spouse, the above paragraph providing for the District payment of medical expenses shall not apply. The \$350 monthly stipend will be in lieu of District payment of medical expenses.

Employees who elect to voluntarily waive participation in the District health plan must notify the District during the "open enrollment period" and the employee must provide proof of alternative insurance. Re-enrollment "in" or opting "out" of the District health plan may take place once per year during open enrollment, or if there is a "qualifying event" as defined by the health insurance plan provider.

**Section 3. Extra-Curricular Contracts**

Upon the Board's determination of any extra-curricular contracts to be offered during each school year, the following shall be the compensation plan for extra-curricular duty. The indexed amount is the percent of the current year's contract Base BA +1.

POSITION	Index	1	2	3	4
Activities Director, HS.....	.15	.165	.18	.195	.21
Activities Director, MS.....	.085	.0935	.102	.1105	.119
Baseball, HS.....	.06	.066	.072	.078	.084
Baseball Assistant, HS.....	.03	.033	.036	.039	.042
Basketball, HS.....	.10	.11	.12	.13	.14
Basketball, Junior Varsity.....	.05	.055	.06	.065	.07
Basketball, MS.....	.06	.066	.072	.078	.084
Basketball, MS Assistant.....	.03	.033	.036	.039	.042
Cheer, HS.....	.04	.044	.048	.052	.056
Cheer, MS.....	.03	.033	.036	.039	.042
Cross Country, HS.....	.06	.066	.072	.078	.084
Cross Country, HS Assistant.....	.03	.033	.036	.039	.042
Cross Country, MS.....	.04	.044	.048	.052	.056
Cross Country, MS Assistant.....	.02	.022	.024	.026	.028
Softball, HS.....	.06	.066	.072	.078	.084
Softball, HS Assistant.....	.03	.033	.036	.039	.042
Swimming, HS.....	.06	.066	.072	.078	.084
Swimming, HS Assistant.....	.03	.033	.036	.039	.042
Volleyball, HS.....	.08	.088	.096	.104	.112
Volleyball, HS Assistant.....	.04	.044	.048	.052	.056
Volleyball, MS.....	.05	.055	.06	.065	.07
Volleyball, MS Assistant.....	.025	.0275	.03	.0325	.035
Wrestling, HS.....	.08	.088	.096	.104	.112
Wrestling, HS Assistant.....	.04	.044	.048	.052	.056
Wrestling, MS.....	.05	.055	.06	.065	.07
Wrestling, MS Assistant.....	.025	.0275	.03	.0325	.035
		<b>Non-Indexed Schedule Amount</b>			
Elementary Cross Country, Grades 3-5.....	\$500 per season				
Elementary Cross Country, K-2.....	\$300 per season				

**Section 4. Co-Curricular Contracts**

Upon the Board's determination of any co-curricular contracts to be offered during each school year, the following shall be the compensation plan for co-curricular duties. The indexed amount is the percent of the current year's contract Base BA +1.

Further:

1. Co-sponsors are supported at the fixed total monetary amount.
2. Class advisors work over a three-year period from sixth grade through eighth grade and a four-year period from ninth grade through twelfth grade. All other class advisors are uncompensated. For the sixth through twelfth grades, each year of service is payable at the indexed amount.

<b>POSITION</b>	<b>Index</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Academic Decathlon .....	.05	.055	.06	.065	.07
Class Advisors, 6 <sup>th</sup> – 12 <sup>th</sup> .....	.03				
National Honor Society .....	.02	.022	.024	.026	.028
Peer Helpers, HS.....	.02	.022	.024	.026	.028
Peer Helpers, MS.....	.02	.022	.024	.026	.028
High School Music .....	.08	.088	.096	.104	.112
Student Council Advisor, HS.....	.025	.0275	.03	.0325	.035
Student Council Advisor, MS.....	.02	.022	.024	.026	.028
Student Council Advisor, ELEM .....	.02	.022	.024	.026	.028
Yearbook Advisors, HS/MS.....	.05	.055	.06	.065	.07
	<b>Non-Indexed Schedule Amount</b>				
Lead Teacher .....	\$100 per day				
Teacher Mentor .....	\$500 per year				

Additions or deletions of positions outside of bargaining year negotiations shall be recommendations of the Superintendent with approval by the Board. The pay for all added positions will be agreed upon in writing by the District and the Association. The Association will be notified prior to any change in positions listed, and will be given the opportunity to discuss changes with the Superintendent.

**Section 5. Continuing Education**

The District recognizes the need for continued training and education for its teaching staff. In order to support continued professional capacity, the District will provide annual tuition reimbursement up to \$452. Reimbursement requests will be honored for completed courses that receive a grade of "B" ("Pass" in a pass/fail course) or better.

**ARTICLE XV. TEACHER ASSIGNMENT**

The Board shall determine the necessity and extent of the assignment of staff members after receiving the recommendation of the superintendent and appropriate administrative personnel.

**1. Determination of Need**

The following factors shall be considered in determining how staffing shall be accomplished:

1. Availability of funds
2. District Programs
3. Student-teacher ratio
4. Full evaluation of teacher's course work
5. Affirmative action policies and procedures.

The superintendent shall recommend personnel assignments to the Board.

## **2. Request for Reassignment**

A teacher may request, in writing, a transfer to another position for the next school year. Such a request may be made at any time. However, to be given consideration for vacancies which may become available during the summer months a letter of interest for transfer must be in the superintendent's office prior to end of the previous year. Receipt of requests for reassignment will be acknowledged, in writing, by the superintendent and kept on file.

## **3. Staff Assignment**

In determining where staff members are to be assigned, the factors previously stated, in addition to the following, shall be considered:

- A. The option of retirement of personnel eligible for retirement.
- B. Normal attrition due to resignations or retirements.
- C. "Highly qualified" status. as defined AAC 4 §4.210
- D. Experience and value to the co-curricular programs in the school.
- E. Relevant coursework experience.
- F. The level of teaching performance as determined by cumulative teacher evaluation(s).

## **4. Alternatives**

The superintendent may consider alternatives to the above including but not limited to the following:

- A. Request volunteers for the reassignment.
- B. Contract sharing with each person working a predetermined amount.
- C. Part time contracts.
- D. If given a transfer, the teacher may elect to resign with no penalty to the teacher instead of accepting the transfer.
- E. Leave of absence.
- F. The parties agree that the assignment portion of this agreement will be appealable to the Board and the Board will have final decision.

## **ARTICLE XVI. PUBLICATION OF AGREEMENT**

Within forty-five (45) days of the signing of this agreement by the parties, the School District shall provide the Association with a sufficient number of copies of this agreement for distribution to all certificated personnel.

## **ARTICLE XVII. SICK LEAVE BANK**

There is established a sick leave bank which any staff member covered by this agreement may voluntarily join.

1. Staff members who choose to join the sick leave bank must do so within thirty (30) days of the start of their school year. Membership shall be continuous after initial enrollment, provided that a member may withdraw from membership within thirty (30) days of the start of that person's school year. Enrollments and withdrawals shall be tendered to the District in writing.
2. Each new member of the sick leave bank shall contribute one day of sick leave upon enrollment. Whenever the number of banked days falls below 40, each member shall contribute one day. The sick leave bank shall not accumulate sick days other than the contributions required or allowed in this paragraph. Members may voluntarily contribute accumulated sick leave days to the sick leave bank (use form in Appendix D).
3. A staff member who has contributed sick leave to the sick leave bank in accordance with this article, and has not withdrawn from membership, is a member.
4. Sick leave time contributed to the bank shall remain the property of the bank, and no donor shall have any further claim to the donated days.
5. A person withdrawing from membership with the bank will not be able to withdraw the contributed days.
6. A person will be able to withdraw days from the bank after his/her sick leave and personal leave are depleted.
7. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
8. Sick leave bank days may be withdrawn from the bank for an individual member's illness, injury, or in cases of extreme hardship.
9. A bank member may withdraw not more than twice the number of sick leave days he/she has accumulated before the first day of school in any school year, or 24 days, whichever is greater.

10. A request for sick leave bank days shall be submitted to the sick leave bank committee for consideration on the sick leave bank application form (Appendix C) and must be accompanied by verification of need from a physician.
11. The sick leave bank committee shall consist of 4 members appointed by the association and one school board member. Any decision made about sick leave bank can be appealed to the committee once more after the initial decision is made. Then the decision of the sick leave bank shall be final.
12. In cases where a sick leave bank member is unable to meet a donation required by paragraph 2 above, the sick leave bank committee, at its discretion, may waive this requirement.
13. If any bargaining unit sick leave bank member, due to severe illness or extreme hardship, is in need of sick leave, and has exhausted the other sick leave bank opportunities in this Agreement, he or she may submit a request for additional sick leave bank days to the school board. The school board, after determining the validity of the request will notify the sick leave bank committee. (AS §14.14.105)

### **ARTICLE XVIII. AUTOMATIC REHIRE**

All tenured teachers shall be automatically rehired each year if not notified of dismissal or non-retention prior to on or before March 16 of each school year.

All non-tenured teachers shall be automatically rehired each year if not notified of dismissal or non-retention prior to on or before May 10th of each school year.

### **ARTICLE XIX. TEACHER'S DRAW**

A teacher may choose one of the following options by September 10<sup>th</sup> of each school year:

OPTION 1: Each teacher will be eligible to receive a draw on his/her salary every month of no more than 1/3 of monthly net in rounded figures. The request must be on an office form and be submitted on or before the 10<sup>th</sup> of September. It will be continued until the business office is notified otherwise. This request may be canceled on or before the 10<sup>th</sup> by 4:00 P.M. of any month (with the exception of December, which is a short pay period). All deductions will be deducted from the regular, end of the month payroll.

OPTION 2: Each teacher will be eligible to receive a draw on his/her salary of no more than 1/3 of the monthly net in rounded figures once a year. The request must be on an office form and be submitted on or before the 10<sup>th</sup> by 4:00 p.m. of any month (with the exception of December, which is a short pay period). All deductions will be deducted from the regular, end of the month payroll.

Draws will be issued by the 15<sup>th</sup> of every month.

**APPENDIX A**  
**Craig City School District Grievance Form**  
CEA/CCSD (Revised 5/18)

Grievance No. (FY-#)

Aggrieved Party:

Filing Date:

1. Alleged violation of negotiated agreement:
  
2. Date and place of the alleged event(s) or condition(s) constituting the grievance (as appropriate):
  
3. Person responsible:
  
4. Redress sought:

**Step 1**

**A. Grievance filed with Association, forwarded to direct supervisor**

Received (Association):

Date:

Received (supervisor):

Date:

**B. Meeting with direct supervisor (within 5 days of receipt by supervisor)**

Date:

**C. Response by supervisor (due within 5 days of Step 1B)**

**Determination Date**

Date:

Received (Aggrieved Party):

Date:

Received (Association):

Date:

**Step 2**

- A. Grievance filed with superintendent (per Section 2C or within 10 days of Step 1C Date Received or Determination Date, whichever comes first)**

Received (superintendent): Date:

- B. Meeting with superintendent (within 10 days of receipt) Date:**

- C. Response by superintendent (due within 5 days of Step 2B)**

**Determination Date Date:**

Received (Aggrieved Party): Date:

Received (Association): Date:

**Step 3**

- A. Grievance filed with Board President (within 10 days of Step 2C Date Received or Determination Date, whichever comes first)**

Received (Board President) Date:

- B. Meeting with Board (within 10 days of receipt) Date:**

- C. Response by Board (within 5 days after next regular board meeting or 20 days after meeting – whichever comes first)**

**Determination Date Date:**

Received (Aggrieved Party): Date:

Received (Association): Date:

**Step 4**

- A. Submission for arbitration (within 15 days of Step 3C Date Received or Determination Date, whichever comes first)**

Submitted (Aggrieved Party) Date:

Superintendent informed Date:



**APPENDIX B  
SALARY SCHEDULE**

1. A maximum of 6 (six) years is allowed for out of state teaching experience, and a maximum of 7 (seven) years is allowed for in state (Alaska) teaching experience for initial salary placement on the salary schedule. (AS §14.20.220)
2. It shall be understood that vertical movement on the Salary Schedule shall be a maximum of one vertical step per year.
3. Placement and advancement on the Salary Schedule will be based on upper division or graduate courses within each teacher's certificated or major subject area, or area of assignment, earned after completion of the teaching certificate degree program.
4. All employees shall be paid in twelve (12) monthly installments. Each check shall contain 1/12 of the contracted salary.
5. Payroll checks shall be issued to the employee on his/her last working day of each month.
6. The pay, benefits, and preparation time for teacher who work part-time shall be prorated based upon comparable full-time positions.
7. No employee shall be placed at a lesser position on the schedule because of a change in step definitions.

**CRAIG CITY SCHOOL DISTRICT  
CERTIFIED STAFF SALARY SCHEDULE  
FY 19**

YR	1		2		3		4		5		6	
	EXPER- IENCE (BA)	# FTE	EXPER- IENCE (BA12)	# FTE	EXPER- IENCE (BA24)	# FTE	EXPER- IENCE (BA36) (MA)	# FTE	EXPER- IENCE (BA48) (MA12)	# FTE	EXPER- IENCE (BA60) (MA24)	# FTE
1	43,939		45,924		47,908		49,893		51,878		53,862	
2	45,924		47,908		49,893		51,878		53,862		55,847	
3	47,908		49,893		51,878		53,862		55,847		57,832	
4	49,893		51,878		53,862		55,847		57,832		59,816	
5	51,878		53,862		55,847		57,832		59,816		61,801	
6	53,862		55,847		57,832		59,816		61,801		63,786	
7			57,832		59,816		61,801		63,786		65,770	
8					61,801		63,786		65,770		67,755	
9							65,770		67,755		69,739	
10							67,755		69,739		71,724	
11									71,724		73,710	
12									73,709		75,694	
13											77,679	
15								69,739	75,694		79,664	

**Appendix C**  
**Sick Leave Bank Application Form**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date ALL leave days (sick, personal) expired: \_\_\_\_\_

Number of days of Sick Leave at the start of the school year: \_\_\_\_\_

**Request**

Start Date: \_\_\_\_\_ Estimated Return to Work Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_

I have attached my Physician's statement verifying the need for sick leave \_\_\_\_\_

Comments: \_\_\_\_\_

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**Decision**

Request Approved: \_\_\_\_\_  
School Board Member, Date CEA Representative, Date

Number of Days Approved: \_\_\_\_\_

A Physician's statement has been received \_\_\_\_\_

Dates beginning: \_\_\_\_\_ through \_\_\_\_\_

Comments: \_\_\_\_\_

\*\*\*\*\*

Request Denied : \_\_\_\_\_  
School Board Member, Date CEA Representative, Date

If denied, reason denied: \_\_\_\_\_

## Appendix D

### DONATION PROGRAM FOR SICK LEAVE BANK LEAVE DONATION FORM

To be completed by employee donating leave (Please print or type)

Name \_\_\_\_\_

Phone \_\_\_\_\_

Please indicate the amount of leave to be donated:

\_\_\_\_\_ Day(s) Sick Leave

*I understand that my donation is voluntary and confidential. I understand that my leave balance will be decreased by the amount contributed. I understand that the leave donation is irrevocable and any leave unused will remain in the sick leave bank.*

Donating Employee Signature and Date

\_\_\_\_\_

## **Appendix E**

### **FAMILY MEDICAL LEAVE REQUEST, APPROVAL & NOTICE OF DESIGNATION**

Personnel

E 4161.4  
4261.4  
4361.4

**FAMILY MEDICAL LEAVE**

**REQUEST, APPROVAL & NOTICE OF DESIGNATION**

This form is to be utilized by employees for leave requests under the federal Family and Medical Leave Act (FMLA) and Alaska's Family Leave Act (AFLA)

**SECTION 1: Family and Medical Leave Request – to be completed by the employee (or the supervisor if the employee is unavailable or unable to complete the form)**

This Family and Medical Leave of Absence is for the following **qualifying reason**:

- Due to birth of a child and/or to care for a newborn child of the employee OR placement of a child with the employee through adoption or foster care
  - If leave is requested for adoption: child  is,  is not the employee's step-child
- Due to care of the employee's  spouse,  child,  parent who has a serious health condition
- Due to a qualifying exigency arising out of the fact that the employee's  spouse,  child,  parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
- Due to the employee's serious health condition
- Due to a covered servicemember with a serious injury or illness who is the  spouse,  child,  parent or  next of kin of an employee

*A medical certification will be required for all leave requests for a serious health condition of the employee or the employee's spouse, child, or parent.*

Employee requests  full-time leave,  intermittent or reduced-schedule leave on the following schedule: \_\_\_\_\_

for the following reason: \_\_\_\_\_.

Anticipated date FMLA leave is to begin \_\_\_\_\_ to end \_\_\_\_\_ (if known)

- Employee  does,  does not have a spouse employed by the District: \_\_\_\_\_ (name), \_\_\_\_\_ (position)
- Employee's primary job is to teach and instruct students:  Yes  No

Employee Staff ID #: \_\_\_\_\_ Employee's Department or Position \_\_\_\_\_

Employee full name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_

**SECTION 2: FMLA/AFLA Time Designation – to be completed by the EMPLOYEE:**

- The District requires employees to use all applicable paid leave accruals during family and medical leave. This means that you will receive your paid leave and the leave will also be considered FMLA/AFLA leave and counted against your leave entitlement.
- Please designate the order of using paid time off:  
 \_\_\_\_ Annual Leave      \_\_\_\_ Sick Leave

---

**SECTION 3: To be completed by the DISTRICT. Return a completed copy of this form to the employee within five business days of the employee notifying the district of the need for family and medical leave.**

- Leave of absence **approved** for birth or care of child, or placement of child:  FMLA eligibility met  AFLA eligibility met
- Leave of absence **approved** due to a qualifying military exigency (FMLA eligibility met)
- Leave of absence **conditionally approved** pending receipt of certification:  FMLA eligibility met  AFLA eligibility met

Certification due by \_\_\_\_\_ (allow at least 15 calendar days)

- Certification provided is not complete or sufficient to determine whether FMLA or AFLA applies. You must provide further information no later than \_\_\_\_\_ (allow at least calendar 7 days) or your leave may be delayed or denied. Information needed to make the certification complete and sufficient is:

- 
- Certification was received on \_\_\_\_\_ (date), and we are exercising our right to have you obtain a second or third medical certification at our expense. You will be contacted with further details.
- Certification was received on \_\_\_\_\_ (date), has been reviewed and **final approval** is granted. All leave taken for this reason will be designated as  FMLA leave,  AFLA leave,  both FMLA and AFLA leave.
- Leave of absence **denied** because:
- Employee does not qualify for FMLA leave:
    - has not been employed by the District for 12 months (does not need to be continuous), only \_\_\_\_\_ months have been worked
    - has not worked 1,250 actual hours in the past 12 months prior to this leave, only \_\_\_\_\_ hours have been worked
  - Employee does not qualify for AFLA leave:
    - has not been employed for at least 35 hours a week for the past 6 months, or for at least 17.5 hours a work for the past 12 months, only \_\_\_\_\_ hours have been worked over \_\_\_\_\_ months.
  - Employee did not provide supporting certification
  - Employee's allotment of FMLA/AFLA has been exhausted
  - Employee's leave request does not qualify for FMLA/AFLA leave

---

**District Point of Contact (Name and number)**

---

**Signature**

---

**Date**

If you have any questions, contact the District representative identified above or review the District's family and medical leave policy and regulations, BP/AR 4161.4. These can be obtained from your supervisor, the District office, or on the District's website.

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## SECTION 4: Employee Responsibilities

If your leave has been approved, you will have the following responsibilities:

- Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. The amount of your premium payment will depend upon whether your leave is under FMLA, AFLA, or both. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during leave, and recover these payments from you upon your return to work.
- If you do not return to work following leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA or AFLA leave.
- While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).
- If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.
- You are required to notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:
  - Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_
  - Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA/AFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).
- If you have taken leave for your own serious health condition, you will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position  is,  is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

Added 6/12





**State of Alaska**  
Division of Personnel & Labor Relations  
PO Box 110201  
Juneau, AK 99811-0201

**CERTIFICATION OF HEALTH CARE PROVIDER**

**Family and Medical Leave Information Sheet**

For purposes of family leave, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one or more of the following:

1. **Hospital Care Inpatient care** <sup>1</sup> (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. **Absence Plus Treatment** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - (1) **Treatment** <sup>2</sup> two or more times within 30 days of the first day of incapacity by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - (2) **Two visits for treatment** by a health care provider which results in a regimen of continuing treatment <sup>3</sup> under the supervision of the health care provider.
3. **Pregnancy/Prenatal Care**  
Any period of incapacity due to pregnancy, or for prenatal care.
4. **Chronic Conditions Requiring Treatments**  
A chronic condition which:
  - (1) Requires at least two visits annually for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - (2) Continues over an extended period of time (including recurring episodes of a significant underlying condition); and
  - (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
5. **Permanent/Long-Term Conditions Requiring Supervision**  
A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. **Multiple Treatments (Non-Chronic Conditions)**  
Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

For purposes of family leave, **Incapacity** means a period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.)

**Light Duty** is defined as a temporary modification or elimination of one or more of the essential function(s) of the position. (For questions, please contact the Division of Personnel & Labor Relations Management Services Section.)

<sup>1</sup> Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

<sup>2</sup> Treatment includes examination to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>3</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed-rest, drinking fluids, exercise, or other similar activities that can be initiated without a visit to a health care provider.