

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT BY AND BETWEEN THE

**BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY
DISTRICT OF SUFFOLK COUNTY**

EASTERN SUFFOLK BOCES

AND THE

**BOCES STAFF DEVELOPERS
OF EASTERN SUFFOLK**

July 1, 2021 — June 30, 2025

Pursuant to the provision of Chapter 392 of Laws of 1967 of the State of New York, this Agreement is made and entered into by and between the BOCES Staff Developers of Eastern Suffolk (hereinafter referred to as the "Association") and the Eastern Suffolk Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter referred to as "ESBOCES").

ARTICLE I – RECOGNITION

A. ESBOCES recognizes the Association as the exclusive bargaining agent for all of its full-time Staff Developers, which includes full-time Shared Data Experts and full-time Teacher Integration Specialists and excludes all others.

B. The Association affirms that it shall not strike, assist or participate in any strike, or impose an obligation to conduct, assist or participate in a strike, as that term is defined by applicable law.

ARTICLE II – DUES AND AGENCY FEE

A. Dues:

(1) During the period of recognition, ESBOCES shall deduct membership dues and/or assessments from the salaries of employees for the Association and its affiliates upon presentation to ESBOCES of written dues authorization cards signed by individual employees. Said authorization cards shall contain a clause that the individual employee waives all rights and claims for the monies deducted and transmitted and relieves ESBOCES from any and all liability in connection with such deduction and transmission.

(2) All dues authorization cards must be signed and submitted to the ESBOCES Human Resources Office by the Association no later than September 20 of each year. In cases where ESBOCES hires an employee after September 20, ESBOCES shall notify the Association within thirty (30) days of such hire, and the Association must submit a signed authorization card for such employee within thirty (30) days of notification.

(3) The total annual membership dues, as authorized by the dues authorization cards, shall be deducted in equal installments over twenty (20) pay periods, commencing with the second pay period in October.

(4) The Association shall prepare a master list from the dues authorization cards submitted by employees by October 1 of each year, and thereafter amend such list, as appropriate. The master list shall contain the names of employees who have authorized ESBOCES to deduct dues from their respective salaries, and the amounts to be deducted. ESBOCES shall transmit the amount so deducted to the Association.

(5) A member who wishes to drop his/her dues authorization must do so within the annual drop period beginning on August 1st and ending August 31st.

B. Agency Fee

In the event that agency fee deductions become permissible under New York State and Federal law, ESBOCES shall implement such deductions in accordance with the language set forth in the collective bargaining agreement that expired on June 30, 2021, modifying such language as necessary to comply with applicable law. Dues shall be deducted in the current manner.

C. Indemnification/Hold Harmless

The Association shall indemnify and save and hold ESBOCES and any and all of its employees, representatives, officers and/or Board members harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken or not taken by ESBOCES or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law applicable to same. In addition, the Association shall reimburse ESBOCES for any and all legal expenses associated with the defense of any such claim, demand or suit.

D. All members of the Association shall have the opportunity to participate in the NYSUT Benefit Trust program through payroll deductions.

ARTICLE III – EMPLOYMENT STATUS

A. “Full-time” Staff Developers are those employees having a regular workweek of no fewer than forty (40) hours during the academic session (as defined by the ESBOCES’ calendar from year to year), and no fewer than thirty-five (35) hours during the summer and holiday recess sessions (as defined by the ESBOCES’ calendar from year to year).

B. Employees on unpaid leaves shall not be eligible for and shall not earn employee benefits such as vacation leave, holiday pay, sick leave, personal leave, medical/dental/optical coverage, etc., unless otherwise provided as to a specific benefit or benefits by applicable law.

C. ESBOCES may hire “temporary employees” to perform work that might otherwise be considered bargaining unit work for specific periods of time or for specific projects. Such “temporary employees” shall include summer employees, casual employees, interns, substitutes, consultants and seasonal employees, who shall not be considered bargaining unit members or “employees” pursuant to the terms of this Agreement. ESBOCES shall notify the Association of the identity of any employee hired as a “temporary employee” for more than eight consecutive payroll periods.

ARTICLE IV – HOURS OF WORK AND WORK YEAR

A. Hours of Work

(1) The regular workday for Staff Developers during the academic session (as defined by the ESBOCES’ calendar from year to year) shall be no less than eight (8) hours in

length, inclusive of a one (1) hour unpaid lunch period and two fifteen (15) minute paid break periods. For the summer and holiday recess sessions (as defined by the ESBOCES' calendar from year to year), the regular workday for Staff Developers shall be no less than seven (7) hours in length, inclusive of a one-hour unpaid lunch period.

(2) Each employee shall be responsible for accurately recording his/her work time in such a manner as ESBOCES may designate.

B. Work Year

(1) The work year for Staff Developers shall be twelve months per year (July 1st through June 30th)

ARTICLE V – COMPENSATION

A. Salary

(1) ESBOCES maintains the exclusive right to establish Staff Developers' salaries upon their hire, except that ESBOCES agrees that the minimum salary for new hires shall be \$58,369 *per annum* for unit members who are hired on or after July 1, 2021. Effective July 1, 2021, and each July 1 thereafter, the minimum salary for new hires shall be increased by one percent (1.0%) and an additional \$575 per year of the Agreement as follows

DATE	STARTING RATE
July 1, 2021	\$58,369
July 1, 2022	\$59,528
July 1, 2023	\$60,698
July 1, 2024	\$61,880
July 1, 2025	\$63,074

(2) Effective July 1, 2021, all bargaining unit members shall receive an increase to their base salary of two percent (2.0%) and an additional \$1,150.

Effective July 1, 2022, all bargaining unit members shall receive an increase to their base salary of two percent (2.0%) and an additional \$1,150.

Effective July 1, 2023, all bargaining unit members shall receive an increase to their base salary of two percent (2.0%) and an additional \$1,150.

Effective July 1, 2024, all bargaining unit members shall receive an increase to their base salary of two percent (2.0%) and an additional \$1,150.

B. Direct Payroll Net Deposit

All employees shall be paid by direct electronic deposit.

C. Longevity

The following cumulative longevity payments will be made to employees on the July 1st or February 1st immediately following the anniversary date of an employee, who worked full-time for ESBOCES for the requisite years without a break in continuous service, irrespective of the unit where the employee served prior to being a Staff Dev/TIS member. "Break in service" shall mean a voluntary resignation from the Agency. It shall not constitute a "break in service" for an employee to be excessed and recalled:

7 Years - \$1,450
10 Years - \$2,100
14 Years - \$2,600

ARTICLE VI – INSURANCES

A. Health Insurance: Effective January 1, 2015, NYSHIP and the East End Health Plan shall be the only health plans offered by the Agency to eligible employees. Effective July 1, 2021, ESBOCES shall offer an Emblem Low Option plan to eligible employees. ESBOCES shall pay the equivalent value, as calculated using the NYSHIP premium, toward the Emblem Low Option Plan, if selected.

(1) Effective July 1, 2021, employees electing health insurance coverage through ESBOCES shall pay twenty-one and one-half percent (21.5%) of the annual health insurance premium for individual or family coverage of the plan in which they participate.

(2) Effective July 1, 2022, employees electing health insurance coverage through ESBOCES shall pay twenty-two and one-half percent (22.5%) of the annual health insurance premium for individual or family coverage of the plan in which they participate.

(3) Effective July 1, 2023, employees electing health insurance coverage through ESBOCES shall pay twenty three percent (23%) of the annual health insurance premium for individual or family coverage of the plan in which they participate.

(4) Effective July 1, 2024, employees electing health insurance coverage through ESBOCES shall pay twenty three percent (23%) of the annual health insurance premium for individual or family coverage of the plan in which they participate.

(5) Employees hired after June 30, 2021 electing health insurance coverage through ESBOCES shall pay twenty-five (25%) of the annual health insurance premium for individual or family coverage of the plan in which they participate.

(6) Employees shall not be eligible to elect health insurance coverage through ESBOCES if they are eligible for comparable coverage through a spouse's plan.

(7) For purposes of this Article, comparable coverage shall be defined as any coverage which provides no less than ninety percent (90%) of the coverage provided by the NYSHIP plan at the time comparability is reviewed.

B. Health Insurance Buy-Out: An option to waive health insurance coverage will be offered to all employees who are eligible for coverage. Employees electing to waive health insurance coverage must complete an appropriate form and provide satisfactory evidence that they possess alternative health insurance coverage. Effective July 1, 2018, upon fulfilling these requirements, any eligible member electing to waive health insurance coverage shall be compensated at the rate of \$2,500 for waiving either individual or family coverage. The payment for the above option shall be incorporated into the annual salary and paid in equal increments over the annual payroll period so long as the employee remains uncovered, but shall not be added to base wages. The election option will be presented on an annual basis in the month of November, with the effective date of the change to be the beginning of the calendar year following the election.

C. Health Insurance Into Retirement

(1) Current employees hired on or prior to the date of execution of this Agreement shall be eligible for health insurance into retirement. ESBOCES will pay the same percentage that the Agency paid on the employee's last day of active ESBOCES services, calculating the NYSHIP health insurance premium as it may change over time for individual and family coverage into retirement, regardless of the plan that the retiree participated in during his or her active service or participates in as a retiree, and the retiree will pay the remainder of the premium, provided that said employees must have a minimum of fifteen (15) years of service with ESBOCES, and must have resigned for purposes of retirement within five (5) years of their eligibility to retire under New York State Teachers' Retirement System, or anytime after said eligibility.

(3) The health insurance plan to be offered to retirees will be the same plan as the one offered to active employees or as close thereto as reasonably possible.

D. Life Insurance: ESBOCES shall provide each employee with the opportunity to purchase a group term life insurance policy in the amount of \$50,000 at a group rate.

E. Dental Insurance: ESBOCES shall provide individual dental insurance coverage pursuant to ESBOCES' current plan or a plan that provides comparable coverage at no cost to the employee. The cost of the premium for dependent dental insurance coverage shall be shared equally (50/50) between ESBOCES and any employees electing dependent coverage.

F. Optical Insurance: Effective July 1, 2010, ESBOCES shall provide individual optical coverage to each unit member pursuant to, and in accordance with, ESBOCES' Schedule of Vision Care Benefits (Appendix "A").

G. Disability Insurance: A disability insurance policy will be provided by ESBOCES to all employees, which will compensate the disabled staff member at a combined rate of two-thirds of his/her salary with a maximum total income of \$7,000 per month (inclusive

of all other benefits) for a period beginning three months following the onset of the disability. Some exceptions may present themselves for certain types of illnesses, such as psychological disorders, as determined by the policy.

H. Cafeteria Plan: Any premiums unit members pay for group health, dental or optical benefits provided by ESBOCES shall be taken from their pay pre-tax, in accordance with Section 125 of the federal Internal Revenue Code.

ARTICLE VII – LEAVES

A. Sick Leave

(1) Twelve days of sick leave shall be credited to employees on July 1st of each year. Employees who commence their employment after the start of the school year (July 1st), or whose employment ceases (by resignation or discharge) prior to the completion of the school year (June 30th), shall have their sick leave allowance pro-rated at one sick leave day per full month of employment. In cases where an employee ceases his/her employment prior to the completion of the school year, and has used more than one sick leave day per full month of employment during that year, the employee shall pay back ESBOCES for the use of those extra sick days either through a deduction from his/her sick day accumulation or payment at the employee's daily rate of pay. Any unused sick leave will be accumulated from year to year to a maximum of 240 days.

(2) In cases where an employee takes three or more sick days (consecutive or non-consecutive) within a week (i.e. seven-day period), the District Superintendent or his/her designee may require the employee to submit a physician's note indicating the employee's need for home confinement because of illness or injury. Failure to obtain such physician's note when directed will mean the loss of pay for each day of absence at the employee's daily rate of pay.

(3) Unit members will be compensated upon qualification for retirement and actual retirement from the New York State Teachers' Retirement System according to the following formula: For the first 100 days, or part thereof, of accumulated sick leave, compensation will be at the rate of one-half of the 1/240th of final year's salary for each day. For the remaining days, or part thereof, of accumulated sick leave, the compensation will be at the rate of 1/240th of final year's salary per day. All payments made shall be paid to the employees' 403(b) plan account as non-elective employer contribution in accordance with IRS 403(b) regulations.

B. Personal Leave

(1) Three days of personal leave shall be credited to employees on July 1st of each year. Employees who commence their employment after the start of the school year (July 1st), or whose employment ceases (by resignation or discharge) prior to the completion of the school year (June 30th), shall have their personal leave allowance pro-rated. In cases where an employee ceases his/her employment prior to the completion of the school year, and has used

more personal days than earned, the employee shall pay back ESBOCES for the use of those extra personal days through payment at the employee's daily rate of pay.

(2) Personal leave shall be used for matters such as house closings, graduations, and the like that must unavoidably be attended to during school hours. Personal leave shall not be used for matters that can be attended to outside of school hours.

(3) Requests for use of personal leave shall be made in writing to the employee's immediate supervisor, and shall set forth the reason(s) for the request and the date(s) for which leave is requested. Prior approval from the employee's immediate supervisor is necessary for use of any personal leave, except where use of personal leave results from an emergency circumstance for which obtaining prior approval was not possible.

(4) Unused personal leave shall be added to accumulated sick leave annually.

C. Vacation Leave

(1) Employees hired on or before June 30, 2003 shall be entitled to 30 working days' vacation per school year (July 1st to June 30th), accrued monthly at a rate of 2.5 vacation days per full month of employment. All employees hired on or after July 1, 2003 shall be entitled to 25 working days' vacation per school year, accrued monthly at a rate of 25/12 per full month of employment. Members may carry over up to the ten (10) total vacation days from one year to the next. Any unused vacation that is ineligible for carry over at the end of each school year shall be forfeited.

(2) Vacations shall be scheduled only with the prior approval of the employee's immediate supervisor. Members shall be permitted to use vacation in advance of accrual, provided that if a member has failed to accrue time for vacation time that has been advanced as of the time of separation of employment with ESBOCES or resignation from a position in this unit for purposes of appointment to another ESBOCES position, then the time owed will be deducted from the member's final paycheck.

(3) Upon cessation of employment with ESBOCES, unit members will be compensated at 1/240th of their annual rate of pay for any un-used vacation days.

(4) Unit members who have completed ten (10) years of employment shall be eligible for an additional five (5) days of vacation at the commencement of the fiscal year (July 1st).

D. Bereavement Leave: Employees shall receive up to five consecutive bereavement leave days at any one time in the event of a death of an employee's spouse, child, or parent, or close relative residing in the employee's domicile, and up to three consecutive bereavement leave days in the event of death of close relatives. A close relative is defined as a brother, sister, aunt, uncle, grandparent, grandchildren, grandparents-in-law, niece, nephew, mother-in-law, father-in-law, sister-in-law or brother-in-law. Unused bereavement leave does not accrue for future use.

Bereavement leave shall commence no later than one week following the death of the family member as defined above. If there is a delay in the wake/funeral or other form of service (e.g., as a consequence of a religious requirement, an inquiry concerning the death, or transportation time of the body or of attending family members), an employee may submit a request for delayed bereavement leave or non-consecutive days to the Human Resources Department. Upon request, the employee shall provide the Department with documentation to support said delay or reason for non-consecutive days. Delayed bereavement leave shall be defined as bereavement leave commencing more than one week after the death of an immediate family member. Delayed and non-consecutive leave shall be approved, or not, in ESBOCES' sole discretion.

E. Military Leave: Employees shall receive the maximum level of protection and benefits provided by applicable law.

F. Jury Duty Leave: Employees shall provide a copy of the jury duty summons to the Director as soon as practicable after receipt. ESBOCES shall provide employees with jury duty leave in accordance with and to the extent required by applicable law.

G. Child-Care/Adoption Leave

(1) Employees shall be eligible for an unpaid leave of absence of up to two years for purposes of caring for a child in the first year of birth, adoption or placement in foster care. To be eligible for such unpaid leave, the employee must provide ESBOCES with no fewer than sixty (60) days written notice prior to the commencement of the requested leave.

(2) Employees electing child-care leave of more than six months shall provide ESBOCES with written notice of their intention to return to work from such leave no less than 60 days prior to the employee's proposed date of return. Employees electing child-care leave of six months or less shall provide ESBOCES with written notice of their intention to return to work from such leave no less than thirty (30) days prior to the employee's proposed date of return. Failure to return to work on the employee's expected date of return shall constitute a resignation.

ARTICLE VIII – GRIEVANCE PROCEDURE

A. Definitions

(1) The term “grievance” shall mean an alleged violation of this agreement or a dispute with respect to its meaning or application.

(2) The term “aggrieved party” shall mean any person or group of persons in the negotiating unit filing a grievance.

(3) The term “days” shall mean calendar days.

B. Procedures

(1) Before submission of a written grievance, the aggrieved party must attempt to resolve the matter informally with his/her immediate supervisor, and in doing so, shall give notice that a "grievance" is being raised. In the event that a grievance is adjusted informally pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, it shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

(2) All written grievances shall be submitted on a form approved by ESBOCES and the Association, and shall identify the name and position of the aggrieved employee(s), 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; if known, the identity of the person responsible for causing the events or conditions leading to the grievance; a general statement of the nature of the grievance; and, the redress sought by the aggrieved employee(s).

C. Time Limits

(1) The time limits specified in this Article for either party shall be strictly construed and may only be extended by a written agreement signed by both parties.

(2) No grievance will be entertained as described in Section A of this Article, and such grievance will be deemed waived, unless it is submitted at Stage 1(b), in writing, within thirty (30) days after the aggrieved party knew or should have known of the event(s) or condition(s) on which the grievance is based.

(3) If a decision at any stage is not appealed to the next stage of the grievance procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

(4) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall trigger the aggrieved party's time to appeal the grievance to the next stage as if a decision had been communicated to the aggrieved party by the final day.

D. Stages

(1) Stage 1: Supervisor

(a) An employee having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective to resolve the matter informally.

(b) If the grievance is not resolved informally, it shall be reduced in writing as required by Section B (2) of this Article and presented to the immediate supervisor.

Within 15 days of receiving the written grievance, the supervisor shall render a decision thereon, and present it to the aggrieved party.

(2) Stage 2: Chief Operating Officer

(a) If the aggrieved party is not satisfied with the decision of his/her immediate supervisor at Stage 1, the aggrieved party may, within ten days after receipt of the immediate supervisor's decision, appeal the grievance to the Chief Operating Officer for his/her consideration.

(b) Within fifteen (15) days after receiving the aggrieved party's appeal, the Chief Operating Officer, or a duly authorized representative, shall render a decision thereon.

(3) Stage 3: Board of Cooperative Educational Services

(a) If the aggrieved party is not satisfied with the decision of the Chief Operating Officer at Stage 2, the aggrieved party may, within ten days after receipt of the Chief Operating Officer's decision, appeal the grievance to the Board of Cooperative Educational Services by submitting it to the Clerk of the Board.

(b) The Board shall review the grievance in executive session at the regularly scheduled board meeting that is at least forty-five (45) days following receipt of the appeal.

(c) Within fifteen (15) days after the Board reviews the grievance in executive session, it shall render a decision on the grievance in writing. The decision of the Board shall be final and binding; provided, however, that the Board's decision shall be subject to review pursuant to Article 78 of the Civil Practice Law and Rules to determine if the Board's decision was arbitrary and capricious.

ARTICLE IX – MANAGEMENT RIGHTS

A. The Association and ESBOCES agree that the provisions of this Agreement are limited to hours, wages and other "terms and conditions of employment" of the employees covered, and the provisions shall not be construed or interpreted to restrain ESBOCES from the full and absolute operation, control and management of its affairs. Except as specifically limited by an express provision of this Agreement, ESBOCES retains the exclusive right to manage its facilities; to establish and implement educational policies; to select its staff; to direct, control, and schedule its operations and staff, to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work; and to make any and all other decisions affecting its operations, whether or not specifically mentioned herein. Such prerogatives, authority, and functions shall include but are not limited to the sole and exclusive right, except as expressly modified herein, to: hire, promote, assign, transfer or layoff, suspend, discharge or discipline pursuant to the Education Law, if applicable; to select and determine the number of its employees, including the number and identities of individuals

assigned to any particular work, and increase or decrease that number; to direct and schedule the work force; to determine or change the starting time, quitting time or the number of hours to be worked, provided ESBOCES gives advance notice; to organize, discontinue, enlarge, reduce or revise a function; to determine the location and type of operation; to determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of ESBOCES; to transfer, relocate, subcontract or close any or all of the operations of ESBOCES or to discontinue such operations; to promulgate, post, and enforce reasonable rules and regulations, policies and procedures, including but not limited to attendance control, deportment, criminal background checks, and drug and alcohol testing based on reasonable suspicion; to establish, determine content of, and conduct training programs and require attendance at same; to discontinue any course, curriculum, text, or department; to introduce new and improved methods or revisions of operation; to establish, change, combine, revise or abolish job positions and descriptions; and to set standards of performance for the employees.

B. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, and ESBOCES retains all rights not otherwise specifically covered by this Agreement, including the right to change "terms and conditions of employment," except to the extent that they are expressly set forth herein.

C. Supervisors may perform work that is regularly performed by employees for (1) training purposes, (2) in the event of emergency, (3) where employees are unavailable or for other reasons cannot perform the work, or (4) where deemed appropriate by ESBOCES for the operational needs of ESBOCES.

ARTICLE X- SEVERABILITY AND SAVINGS CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE XI - LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XII – RETIREMENT

A. Notice: Employees shall provide six (6) months' notice of retirement unless it is not possible to do so.

B. Application: A request for retirement must be made by submitting FORM 8004F.15 (Retirement Notification) to the Department of Human Resources no later than December 1 in the school year preceding the date of retirement. In extenuating circumstances, this requirement may be waived at the discretion of the Chief Operating Officer. All requests for retirement and retirement payment become irrevocable after December 1 in the school year of retirement. All payments for retirement leave are employer non-elective contributions, follow the no-cash option, and are governed by IRS regulations.

C. Eligibility. The employee must be eligible to receive benefits from the New York State Teacher's Retirement System. Their retirement must be effective within five years of eligibility to retire without the penalty from the New York State Teacher's Retirement System. This paragraph shall be administered as written with the age employee is first eligible to retire determined by the New York State Teacher's Retirement System. All payments made shall be paid to the employee's 403(b) plan account as a non-elective employer contribution and in accordance with IRS 403(b) regulations.

D. For the 2021/22 school year only, the retirement application time period as set forth above will be waived for those employees looking to retire during the 2021/22 school year. A three (3) month notification period will be required instead.

ARTICLE XIII – NO-DISCRIMINATION

ESBOCES does not discriminate against any employee on the basis of sex, gender, race, color, religion or creed, age, national origin, marital status, disability, sexual orientation, gender identity or expression, transgender status, military or veteran status, domestic violence victim status, genetic predisposition or carrier status, union status, or any other classification protected by Federal, State, or local law.

ARTICLE XIV - DURATION

This Agreement shall become effective on July 1, 2021 and continue in full force and effect until June 30, 2025.

[SIGNATURES ON NEXT PAGE]

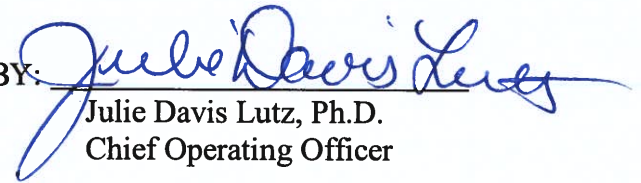
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers.

ASSOCIATION

BY: 
President

Dated: 12/14/21

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

BY: 
Julie Davis Lutz, Ph.D.
Chief Operating Officer

Dated: 12/23/21

APPENDIX A

All Staff Developers Covered Under the Eastern Suffolk ESBOCES Dental Program

SCHEDULE OF VISION CARE BENEFITS

	Maximum Amount
1. Complete pair of eyeglasses (including eye examination) with frame and single vision lenses	\$34.00
2. Complete pair of eyeglasses (including eye examination) with bifocal lenses and frame	\$44.00
3. Case hardened lenses	
Single Vision – Add	\$2.00
Bifocal – Add	\$3.00
4. Tint, where medically indicated – Add	\$4.00
5. Unusually heavy or post-operative lenses	\$40.00
6. Eye examination, where no glasses are needed, or no change in prescription indicated	\$10.00
7. Lens only, where individual supplies frame (not including examination)	
Single Vision	\$14.00
Bifocal	\$24.00
8. Frame only	\$10.00
9. Sub-Normal Vision Care: When visual acuity is not correctable to 20/70 in the better eye by use of conventional lenses, but can be improved up to 20/70 in the better eye by use of contact lenses, telescopic lenses or other sub-normal vision aids as well as for professional services required to fit, administer or otherwise prepare such sub-normal vision aids, you will be paid for covered expenses up to the following:	
Maximum Amount (per plan year)	\$200
Co-Insurance Rate	80%

VISION CARE BENEFITS AND WHAT IS COVERED

Benefits are payable for Covered Expenses incurred while the person is covered for these benefits. Vision examinations must be made by a Doctor, Optometrist or Optician.

A. Vision Screening

If a Covered Person desires to know the condition of his eyes and whether or not further visual care is required, such Covered Person shall be entitled to one (1) preliminary survey of visual functions each two (2) plan years, which vision screening shall include the following:

1. A check of principal vision functions.
2. Determination of ability and condition of vision.

B. Vision Analysis

If Vision Screening indicates that a Covered Person requires further care or has visually connected symptoms, such Covered Person shall be entitled to one (1) complete Vision Analysis each two (2) plan years, which Vision Analysis shall include, but is not necessarily limited to, the following:

1. Complete case history.
2. Measuring and recording of visual acuity, corrected and uncorrected.
3. Examination of fundus, media, crystalline lens, optic disc and pupil reflex for pathology anomalous or injury.
4. Corneal curvature measurements.
5. Retinoscopy.
6. Fusion determination, distance and near.
7. Subjective determination, distance and near.
8. Steropsis determination, distance and near.
9. Color discrimination.
10. Amplitude of accommodation.
11. Analysis of findings.
12. Determining of prescription (if needed).
13. Measuring and recording of visual acuity, distance/near with new prescription if required.

C. Lenses and Frames

If a Vision Analysis indicates that a Covered Person requires lenses and/or frame change such Covered Person shall be entitled to one (1) set of lenses if warranted by prescription each two (2) plan years, and one (1) set of frames if warranted by prescription, each two (2) plan years, which services and supplies shall include, but is not necessarily limited to the following:

1. Professional advice on frame selection.
2. Facial measurements, and preparation of specifications for optical laboratory.

3. Verifying and fitting of prescription glasses.
4. Reevaluation and progress report two or four weeks after fitting of new prescription.
5. Subsequent servicing.