

**Clarkstown Teachers Association
Benefits Trust Fund**

**Dental & Vision
Benefits**

**Administered by
Fitzharris & Co.**

**CLARKSTON TEACHERS ASSOCIATION
BENEFITS TRUST FUND
P.O. BOX 704
WEST NYACK, NEW YORK 10994**

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CLARKSTOWN TEACHERS ASSOCIATION BENEFITS TRUST FUND

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GENERAL INFORMATION

DENTAL AND VISION FORMS ARE AVAILABLE AT:

- 1) Main Office of every school
- 2) Fund Office - Phone # 845-623-8832
- 3) Fitzharris Administrators 1-800- 321-1336
- 4) CCSD Benefits Office
- 5) CTA Web Page (clarkstownteachers.org)

WHEN SHOULD YOU SUBMIT A CLAIM?

When you have a claim, you should promptly submit the completed claim form and any bills or receipts. **We have the right to reject claims submitted more than 90 days after the service.** A late claim might be accepted if it is not reasonably possible to submit the claim during the 90 days.

Please note: Benefit checks are **VOID** after 90 days.

Please cash promptly.

HOW TO FILE YOUR CLAIM FORMS:

- The top portion of the Claim Form entitled “Employees Section” on the dental form and “Part I” on the vision form must be fully completed.
- If the Claim is for yourself, you are the primary plan. If the claim is for your spouse and he/she has other coverage, be sure to attach the payment voucher or declination from his/her plan. If the claim is for dependent children and your birthday (month and day) is earlier in the calendar year, you should file first. If your spouse’s birthday is earlier, you must file with your spouse’s plan first, and attach copies of their payment voucher prior to submitting the claim to Fitzharris Administrators Inc.
- Either have the dentist complete his portion of the form or attach itemized bills to the completed form.
- Completed forms should be mailed to Claims Service Center, Fitzharris Administrators Inc., at the address which appears on the form.
- Questions regarding coverage should be directed to the Dental or Vision unit at:

Fitzharris Administrators, Inc. at **1-800-321-1336 or 1-516-777-2244**

**SYNOPSIS OF BENEFITS FOR
MEMBER AND DEPENDENTS**

EFFECTIVE DATE: July 1, 2009

MEMBERS AND DEPENDENTS

Maximum Benefit for you and each of your eligible dependents:

Maximum Dental Benefit per person per Benefit year (July 1 - June 30)	\$2000.00
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Maximum Orthodontic Benefit per person per lifetime	\$2024.00
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Vision Benefit:

Maximum reimbursement per family per Benefit year	\$150.00
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A **BENEFIT YEAR** is a period of time which starts on July 1st of a year and ends on June 30 of the next year.

WHO IS ELIGIBLE AND WHEN COVERAGE BEGINS

WHO IS ELIGIBLE FOR COVERAGE?

1. The Plan is for employees of the Clarkstown Central School District ("Employer") and for whom the Employer makes contributions to the Clarkstown Teachers Association Welfare Fund.

Neither a member nor any such member's dependents shall be eligible for benefits under the Plan unless the member has provided the Trustees in writing with his or her Social Security number and the Social Security number of each of his or her dependents under the Plan; provided however, that the foregoing requirements to provide a Social Security number shall not apply with respect to a newly acquired dependent until six months after such birth or adoption.

Your following dependents, if any, are also eligible for coverage:

1. Your legally married spouse.
2. Each of your unmarried children: who is under 19 years of age; or who is a full-time college student under 25 years of age and is dependent upon you for support. Coverage for dependent will cease at the end of the next quarter after graduation has occurred.

Children include stepchildren, adopted children, or foster children who are dependent upon you for support. Exceptions - The dependent age limit does not apply to disabled dependents children. You may be required to provide proof of the continued disability.

Mentally or Physically Disabled Dependents

If a Covered **Dependent** child:

- (a) reaches the age at which he would otherwise cease to be Covered **Dependent**; but
- (b) is then mentally or physically incapable of earning his own living; and
- (c) is primarily dependent upon you for support; and if
- (d) you submit satisfactory proof of the child's incapacity to The Administrator within 31 days of the date the child reaches such age,

then coverage may continue for such child for as long as he remains incapacitated, subject to required contributions and all other terms of the plan.

2. Active members of the Fund may elect to continue with the Fund upon retirement. Retirees, within the restrictions of the applicable laws, receive the same benefits as active members. The Trustees establish the fee rate and quarterly payment is due prior to the period of coverage.

Upon retiring a member has 30 days from the date of their effective retirement to notify the Fund of their intention to continue with it. Members who do not elect to continue with the Fund at that time may not rejoin the Fund at a later date.

3. COBRA Membership (See page 12)

HOW DO YOU ENROLL?

You enroll for coverage by completing an enrollment card. If you wish to cover any eligible dependent you must elect coverage for all of your eligible dependents and you must provide the dependents' social security numbers. If you do not have any eligible dependents when you enroll, you may apply for dependents coverage when you acquire an eligible dependent.

WHEN YOUR COVERAGE BEGINS

New members will be covered on the first day of the calendar month following completion of the waiting period shown in the Who is Eligible area.

If you are absent from work on the day on which your coverage would normally begin, you will become covered on the day you return to active work.

DENTAL BENEFIT PROGRAM

COVERAGE

Coverage includes covered dental charges incurred while eligible and in connection with non-occupational disease or defect or expenses resulting from non-occupational accident causing injury to teeth.

WHAT BENEFITS ARE PAID

The Dental Plan will pay a benefit up to the maximum allowance as shown in the Schedule of Maximum Allowances or the dentist's actual charges, whichever is less.

If two or more dental services are rendered, payment will be made for each dental service unless the Schedule of Maximum Allowances specifies a maximum amount for a particular combination of dental services.

SPECIAL LIMITATION APPLICABLE TO SPECIFIC DENTAL SERVICES

All dental benefits are limited as follows:

- They must be recommended and rendered by a duly licensed and practicing Dentist, within the scope of his/her license.
- They must be rendered while coverage is in force.
- They must be listed in the Schedule of Maximum Allowances.
- **Pre-authorization is recommended for dental charges in excess of \$300.00. A request for pre-determination of benefits should be submitted by the attending dentist, accompanied by x-ray and in the case of periodontal treatment, periodontal charting. The Claims Administrator will notify both you and your dentist of the approved covered dental procedures. A pre-determination of benefits is not a guarantee of payments.**
- Claim forms must be filed with the Dental Claim Office within **90 days** after completion of dental services.

DEFINITIONS

In order to explain more fully the operations of the dental plan, the following definitions will be helpful.

1. **DENTIST** means a doctor of dental surgery or a doctor of medical dentistry.
2. **PHYSICIAN** means a legally qualified licensed physician in the state in which the services are rendered.
3. **TREATMENT PLAN** means a written report made by the dentist which describes the findings of an examination and tests, and recommended treatment for the patient's dental disease or condition.
4. **ORTHODONTIC TREATMENT PLAN** means that period which begins when the first orthodontic appliance is installed on a patient, and ends when the last orthodontic appliance is removed.
5. **ASSIGNMENT OF BENEFIT** - the claim form provides the member with the ability to authorize and request the Fund to pay the dentist directly for the covered services rendered.
6. **BENEFIT** means any of the scheduled payments or services provided by the Plan.
7. **ELIGIBLE CHARGES** means a maximum amount that the Fund will recognize as a reasonable charge for the services rendered.
8. **ENROLLMENT CARD** means the form furnished by the Fund with necessary personal, dependent and employment information.
9. **NOTICE OF REJECTION** means a written communication sent to you by the Plan, which states that the Plan will not make payment, in whole or in part, for the service for which the payment was requested.
10. **PRE-AUTHORIZATION**(or pre approval) is a request made by your dentist for confirmation of his proposed treatment plan. Pre-authorization is recommended for services in excess of \$300.00.
11. **SCHEDULE OF MAXIMUM ALLOWANCES** means the fee schedule established by the Trustees to determine the amount allowed or paid by the Plan for the appropriate service.
12. **MAXIMUM BENEFIT** the total amount of benefits which will be available to a Covered Person during a Benefit Year.
13. **LIFETIME MAXIMUM BENEFIT** the total amount of benefits which will be available to a Covered Person during his lifetime.
14. **INCURRED EXPENSE** except as noted below, an expense is deemed to be incurred on the date a service is rendered or a supply is furnished.

EXCEPTIONS

- Expense for an appliance or modification of an appliance is deemed to be incurred on the date the master impression is made.
- Expense for a crown, a bridge, or an inlay or onlay restoration is deemed to be incurred on the date the tooth is prepared.
- Expense for root canal therapy is deemed to be incurred on the date the pulp chamber is opened.

COVERED DENTAL CHARGES

The covered charges shall consist of charges incurred for any service, supply or treatment included in the Schedule of Maximum Allowances which are incurred while the claimant is eligible, but not in excess of the lesser of:

1. The maximum amount shown in the Schedule of Maximum Allowances and;
2. The regular, reasonable and customary charge for, or the fair and reasonable value of the following services, supplies and treatment as determined by the Trustees of the Clarkstown Teachers Association Benefits Trust Fund:
 - a. Routine oral examinations (including diagnosis x-rays, prophylaxis and fluoride application); but not more than twice in any benefit year.
 - b. Extractions
 - c. Restoration (amalgam, plastic, and composite fillings).
 - d. Prosthetics (including crowns and dentures as outlined in the Schedule of Maximum Allowances, with a five (5) year limitation on replacement of prosthetics).
 - e. Initial installation of or addition to full or partial dentures or fixed bridge work provided that the initial impression for such denture is taken on or after the effective date of the covered person's coverage; replacement or alternation of full or partial dentures or fixed bridge work; repair of dentures, fixed bridgework.
 - f. Orthodontic appliances and treatment.

EXCLUSIONS

Loss or expense caused by, incurred for or resulting from the following are not covered:

- Loss caused by -

Occupational injury and/or sickness for which coverage is available, under Workers' Compensation law or similar legislation whether or not the covered member claims compensation or receives benefits thereunder, even if the covered individual has waived participation in Worker's Compensation.

- COSMETIC DENTISTRY--they do not cover charges in connection with dental services primarily for the purpose of improving appearance. For example, the following are **not** covered:
 - alteration or extraction and replacement of sound teeth

 - composite or plastic fillings placed in molar teeth

- Expenses incurred which you would not be required to pay if there were no coverage.

- For the replacement of a lost, stolen or mislaid appliance.

BENEFITS WILL NOT BE PAID FOR CHARGES FOR:

- Any service or supply which is not furnished by a Dentist, except a service performed by a Dental hygienist working under supervision of a Dentist;

- Services by Relatives--Charges for dental care furnished by any person related by blood or marriage.

- Any service or supplies incurred, installed, or delivered before you or your dependents become eligible for benefits under this plan.

- A broken appointment,

- Any services received from a medical department, clinic or any facility provided or furnished by your dependent's employer,

- Any service or supply which is not customarily performed, not reasonably necessary for dental care or treatment, or is experimental in nature.
- Services or supplies that do not meet accepted standards of dental practice including experimental services or supplies,
- Services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared,
- Any duplicate prosthetic appliance,
- Completing claims forms,
- Charges for oral hygiene instruction, plaque control, dietary instructions.
- Wiring or bonding teeth or crowns to act as a splint for any reason,
- Implants or prosthetic devices seated upon them.

ADDITIONAL INFORMATION

1. The Dental Benefit Program was developed to help defray the costs of the diagnosis and treatment of many dental diseases, defects and injuries. The Schedule of Maximum Allowances is subject to change and revision upon the judgement of the Trustees of the Clarkstown Teachers Association Benefits Trust Fund.

Updated copies of the “Schedule of Maximum Allowances” are located in the building offices and on the CTA Web page

2. The dental benefit program of each member and his or her dependents terminates upon their termination as a Fund Participant.
3. Claims for covered dental charges must be submitted within ninety (90) days after the completion of dental services for a course of treatment.
4. Claim forms are available at the Benefits Trust Fund Officer, in your work location, from the Dental Claims Processing Office, and from the CTA web page. It is suggested that you take a claim form with you when you visit your dentist. A covered member or dependent may go to any dentist anywhere and the amount of payment is the same regardless of the dentist chosen. It is suggested that fees be discussed before services are performed and that pre-treatment authorization is filed not later than thirty (30) days after the initial examination.
5. If your dental claim is rejected, in whole or in part, for any reason, you will receive a written notice of the reasons for the rejection. Should you disagree with the decision, you may appeal the denial, by notifying the Trustees, in writing, or your desire to appeal. You and your dentist must fully set forth the basis for your appeal no later than ninety (90) days after the date of the written explanation for the denial of benefits. Your appeal should be addressed to:

**The Trustees of the CTA Benefits Trust Fund
c/o Fitzharris Administrators Inc.
P.O. BOX 9182
Farmingdale, NY 11735**

6. Claims for dependent children over age 19 must be submitted with proof of full time student status, once each semester.

COORDINATION OF BENEFITS

HOW DO OTHER GROUP TYPE PLANS AFFECT BENEFITS?

If a person has dental coverage under another group plan we will coordinate our benefits with those of that plan. One plan is primary. One plan is secondary. The primary plan pays regular benefits in full. The secondary plan pays an amount which, when added to the benefits paid by the primary plan, will not exceed 100% of the total ALLOWABLE EXPENSES.

“ALLOWABLE EXPENSE”: means the usual and customary charge for an item of care at least part of which is covered by one of the plans.

A plan that does not coordinate with other plans is always the primary plan. If both plans coordinate, the primary plan is determined as follows:

1. The plan which covers the patient as an employee, rather than as a dependent, is primary.
2. If both plans cover the patient as a dependent child, the following will determine which plan is primary:
 - (a) The primary plan will be the plan of the parent whose birthday occurs earlier in the calendar year, except that:
 - If both parents have the same birthday, the primary plan will be the plan which has covered the parent for the longer period of time. “Birthday” refers only to the month and day in a calendar year, not the year in which the parent was born.
 - If either parent plan is issued in another state and does not have this rule based upon the gender of the parent the plan with the gender rule shall determine which plan is primary.
 - (b) If the child’s parents are separated or divorced, the primary plan will be the plan of the parent with custody of the child, except that:
 - If the parent with custody is covered as the spouse of the child’s stepparent, the primary plan will be the plan of the stepparent.
 - If a court decree has said which parent has financial responsibility for the child’s covered expenses, the primary plan will be the plan of the parent who has that responsibility if the insurer of that plan has actual knowledge of the terms of the decree. This does not apply to any claim determination period or plan year during which benefits are paid before the insurer had that actual knowledge.
3. If neither 1. nor 2. applies, the primary plan will be the plan which has covered the patient for the longer period of time, except that:
 - (a) If the coverage of one plan is based on present employment, and the coverage of the other plan is based on prior employment, the primary plan will be the plan which is based on present employment; and
 - (b) If either plan is issued in another state and does not have this rule for determining which plan is primary, this rule will not apply.

CONTINUATION OF COVERAGE THROUGH COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, commonly called COBRA, allows you or your eligible dependents to extend Dental care coverage benefits provided by the Benefits Fund under certain circumstances which would normally cause your coverage to end. COBRA continuation coverage is identical to the coverage you and your family have through the Clarkstown Teachers Association Benefits Fund. To obtain COBRA continuation coverage, you or your dependents will be required to pay 102% of the cost of this coverage. You do not have to show evidence of good health in order to elect COBRA continuation coverage.

You have the right to continue coverage for yourself and your eligible dependents for up to 18 months if coverage ends because:

- your employment ends for any reason other than gross misconduct, or
- you no longer eligible for coverage, or
- you are on a leave of absence without pay.

You or your eligible dependents have the right to continue coverage for up to 29 months if: Social Security determines that you or one of your dependents are disabled at the time of the event which causes your coverage to end (the qualifying event), and

- you notify the Fund Office before the end of the 18-month continuation period.

The cost is 150% of the premium for the 19th through the 29th month.

Your spouse has the right to continue for up to 36 months if his or her coverage under this Plan would otherwise end because:

- you are divorced or legally separated,
- you become entitled to Medicare, or
- you die.

Your eligible dependent children have the right to continue for up to 36 months if his or her coverage under this Plan would otherwise end because:

- they are no longer considered dependents as described on page 3,
- you and your spouse become divorced or legally separated,
- you become entitled to Medicare, or
- you die.

NOTIFICATION

It is **your responsibility** to inform the Fund Administrator in writing within 60 days of a divorce, legal separation, or a child losing dependent status to protect your right and the rights of your dependents to elect COBRA continuation coverage.

Once the Administrator is notified of an event that affects your coverage or your dependents' coverage, you will be notified that you have the right to choose continuation coverage. You must let the Fund Administrator know that you want continuation coverage within 60 days after the date you or dependents would lose coverage or from the date you receive notice from us of your right to elect continuation coverage, if later.

If you or your dependents elect COBRA continuation coverage, you must pay the cost of the coverage on time or your coverage will be terminated. Payments are due in advance by the first day of each quarter.

If you do not choose COBRA continuation coverage, your coverage through the Benefits Fund will end. If you reject this continuation coverage, your spouse and dependent children will be given the opportunity to continue coverage independently from you.

The time periods during which COBRA continuation coverage is available to you or your dependents may be shortened if:

- the person electing coverage does not pay the required cost within 30 days of the date it is due,
- the person electing coverage becomes covered by another group health plan (although the person may continue COBRA coverage if the other plan does not cover pre-existing conditions),
- the person electing coverage is widowed or divorced, subsequently remarries and is covered under the new spouse's group health plan,
- the person electing coverage becomes entitled to Medicare,
- your former employer ceases to provide any group health plan to any employee, or
- the Clarkstown Teachers Association Benefits Fund no longer provides group coverage for any members or dependents.

Contact the Fund Administrator for more information about your rights and your dependents' rights to continuation coverage through COBRA.

CHANGES IN FAMILY STATUS

Newly acquired dependent, (marriage, birth or adoption of child), will be covered when the Fund receives in writing, notification of the new dependent's name, date of birth, social security number and date of marriage (if applicable).

REINSTATEMENT AFTER TEMPORARY ABSENCE

A member who has been a participant in the Fund for a minimum of one year will be considered to be on a temporary leave of absence if the absence does not exceed a one year period. Such participant will be deemed immediately eligible for Welfare Fund benefits on the day he or she returns to full time active employment.

A member who **has not** been a participant for a one year period will be required to fulfill the waiting periods as a new employee.

CONTINUATION OF COVERAGE DURING LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

You may be eligible for leave under the Family and Medical Leave Act (FMLA). If you take an FMLA leave, the District must continue to contribute to the Benefits Fund on your behalf and your health related benefits through the Benefits Fund must continue. However, if you do not return to work after your FMLA leave ends, you may be required to repay the amount paid toward your coverage during your leave unless you do not return because of a serious health condition of yourself or a family member or other circumstances beyond your control.

If you do not return to work after the end of your FMLA leave, you may be eligible for COBRA continuation coverage, described above.

VISION BENEFITS

1. OPTICIAN BENEFIT

Arrangements have been made for Clarkstown employees and retirees and area opticians for eligible members and their families to receive substantial discounts off the price of examinations, lenses, and frames. Information on these discounts may be obtained from the CTA website.

[Note: You may be asked to substantiate your participant status as a member of the Fund by presenting any reasonable proof of employment or membership.]

2. CTA Vision Benefit

A. REIMBURSEMENT COVERS: Eye examinations (including ophthalmologic), prescription lenses and frames.

B. PLAN DOES NOT COVER:

- 1. Vision care services covered under Worker's Compensation Law.**
- 2. Services to the extent coverage is available under another plan or contract.**
- 3. Non-prescriptive eyewear, including sunglasses, safety lenses, and goggles.**

C. DEDUCTIBLE – NONE

D. MAXIMUM BENEFIT - \$150 per family each plan year. (July 1 – June 30)

E. Vision claim forms are available at the Benefits Trust Fund Office, your work location, the Claims Processing Office, and the CTA/CTABTF webpage.

VITAL INFORMATION REQUIRED FOR CLAIM FORMS AND CORRESPONDENCE

All claims received by the Clarkstown Teachers Association Benefits Trust Fund and all correspondence addressed to the Fund must contain the following essential items of information:

- Name and home address of member
- Social security number of member and patient

An incomplete claim form will be returned to the member for further information which may cause a delay in the benefit payment.

AMENDMENT OR TERMINATION OF BENEFITS

The benefits provided by this Fund may, from time to time, be changed, modified, augmented, or discontinued by the Board of Trustees. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulation and to the Trust indenture which established the fund and governs its operations.

Your coverage and your dependent's coverage will stop on the earliest of the following dates:

- * When the Fund is terminated
- * When you are no longer eligible
- * When there is a non-payment of the direct pay premiums
- * When the District ceases to make contributions on your behalf to the Fund
- * Your dependents' coverage will also terminate when they are no longer your eligible dependents.

Benefits under this plan have been made available by the Trustees as a privilege and not as a right and are always subject to modification or termination in the exercise of the prudent discretion of the Trustees. No person acquires a vested right to such benefits either before or after his or her retirement. The Trustees may expand, modify or cancel the benefits for active members and retirees; change eligibility requirements or the amount of the premiums; and otherwise exercise their prudent discretion at any time without legal right or recourse by an active member, retiree or any other person.

THIRD-PARTY REIMBURSEMENTS/SUBROGATION

If a covered member or dependent is injured through the acts or omissions of a third party, the Fund shall be entitled - to the extent it pays out benefits - to reimbursement from the covered member or dependent from any recovery obtained. Alternatively, the Fund shall be subrogated, unless otherwise prohibited by law, to all rights of recovery that the covered member or dependent may have against such third party arising out of its acts or omissions that caused the injury. Subrogation means that the Fund becomes substituted in the injured person's place to pursue a claim for recovery against the third party. Fund benefits will be provided only on the condition that the covered member or dependent agrees in writing:

- (A) To reimburse the Fund, to the extent of benefits paid by it, out of any money recovered from such third party, whether by judgement, settlement or otherwise;
- (B) To provide the Fund with an assignment of proceeds to the extent of benefits paid out by the Fund on the claim and to cooperate and assist the Fund on seeking recovery. The Assignment will be filed with the person whose act caused the injuries, his or her agent, the court and/or the provider of services; and
- (C) To take all reasonable steps to affect recovery from the responsible third party and to do nothing after the injury to prejudice the Fund's right to reimbursement or subrogation, and to execute and deliver to the Fund Office all necessary documents as the Fund may require to facilitate enforcement of the Fund's rights and not to prejudice such rights.

RIGHT TO APPEAL

The benefits provided by this Fund may be changed by the Board of Trustees. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulations and to the Trust Indenture which established and governs the Fund operations.

All rules are uniformly applied by the Fund Office. The action of the Fund Office is subject to review only by the Board of Trustees. A member or beneficiary may request a review of action by submitting notice in writing to the Board of Trustees of the Clarkstown Teachers Association Benefits Trust Fund, c/o Fitzharris Administrators Inc., P.O. Box 9182, Farmingdale, NY 11735. The Trustees shall act on the appeal within a reasonable period of time and render their decision in writing, which shall be final and conclusive and binding on all persons.

COMMUNICATIONS

If you need a Dental or Vision Benefit claim form, they are available at:

1. Main office of every school
2. Fund Office - 845-623-8832
3. Fitzharris Administrators Inc. 1-(800)-321-1336
4. CCSD Benefits Office
5. CTA Web Page (clarkstownteachers.org)

If you need information on the Discount Optical Benefits call the Fund office.

Questions on the dental benefits should be directed to the Fund Consultant, Fitzharris Administrators at 1-800-321-1336 or 1- 516-777-2244