***NOTE: This is a legal document, creating a legal organization when signed. Prior to its signing, it should be reviewed by an attorney. Also, the mere creation of this trust does not confer tax- exempt status upon it. In order to obtain tax-exempt status, the trust must be submitted to IRS for a favorable ruling on its tax exempt status.***

AGREEMENT AND DECLARATION OF TRUST

of the

[INSERT NAME OF FUND]

Effective: [ENTER DATE]

AGREEMENT AND DECLARATION OF TRUST

of the

[INSERT NAME OF FUND] TABLE OF CONTENTS

Section Page

ARTICLE I - DEFINITIONS

1 Association .............................................................................................................. 2

2 Employer ................................................................................................................. 2

3 Employee ................................................................................................................. 2

4 Participant................................................................................................................ 2

5 Beneficiary .............................................................................................................. 2

6 Trustees ................................................................................................................... 2

7 Trust Fund ............................................................................................................... 2

8 Trust Agreement ...................................................................................................... 3

9 Plan .......................................................................................................................... 3

10 Effective Date .......................................................................................................... 3

ARTICLE II - CREATION AND PURPOSES OF FUND ARTICLE III - TRUSTEES

1 Number .................................................................................................................... 4

2 Acceptance of Trusteeship ...................................................................................... 4

3 Term of Trustees ..................................................................................................... 4

4 Resignation of Trustees ........................................................................................... 4

5 Vacancies................................................................................................................. 5

6 Successor Trustee; Assumption of Office ............................................................... 5

7 Limitation of Liability of Trustees .......................................................................... 5

8 Office of the Fund ................................................................................................... 6

9 Officers .................................................................................................................... 6

10 Power to Act in Case of Vacancy............................................................................ 6

11 Meetings; Notices.................................................................................................... 6

12 Attendance at Meetings; Minutes ............................................................................ 7

Section Page

13 Quorum; Voting; Action Without Meeting ............................................................. 7

14 Manner of Acting in the Event of Deadlock ........................................................... 7

ARTICLE IV - CONTRIBUTIONS AND COLLECTIONS

1 Contributions ........................................................................................................... 8

2 Individual Contributions......................................................................................... .9

3 Contributions From Qualified Plans ....................................................................... 9

4 Receipt of Payment and Other Property of Trust .................................................... 9

5 Delinquent Contributions; Expenses of Collection ................................................. 9

6 Non-Payment by the Employer or an Employee; Others Still Obligated .............. 10

ARTICLE V - POWERS AND DUTIES OF TRUSTEES

1 Conduct of Trust Business .................................................................................... 10

2 Use of Fund for Expenses ..................................................................................... 10

3 Use of Fund to Provide Benefits ........................................................................... 10

4 Investments............................................................................................................ 11

5 Deposits and Disbursements ................................................................................. 12

6 Allocation and Delegation of Fiduciary Responsibilities...................................... 12

7 Administrative Manager ........................................................................................ 12

8 By-Laws, Rules and Regulations........................................................................... 13

9 Additional Authority ............................................................................................. 13

10 Bonds..................................................................................................................... 14

11 Insurance................................................................................................................ 15

12 Information to Participants and Beneficiaries ....................................................... 15

13 Accountants and Actuaries .................................................................................... 15

14 Compensation of Trustees, Association, and its Employees ................................. 16

15 Reports .................................................................................................................. 16

16 Records of Trustee Transactions ........................................................................... 16

17 Liability ................................................................................................................. 16

18 Reliance on Written Instruments ........................................................................... 17

19 Reliance on Others ................................................................................................ 17

20 Discharge of Liability............................................................................................ 17

21 Establishment of Plan ............................................................................................ 17

22 Establishment of Claims Appeal Procedure .......................................................... 18

Section Page

23 Attendance at Educational Seminars or Conferences............................................ 18

24 Amendment of Plan............................................................................................... 18

25 Plan Interpretations and Determinations ............................................................... 19

ARTICLE VI - CONTROVERSIES AND DISPUTES

1 Reliance on Records .............................................................................................. 20

2 Submission to Trustees.......................................................................................... 20

3 Settling Disputes ................................................................................................... 20

ARTICLE VII - BENEFICIAL RIGHTS

1 No Right, Title or Interest ..................................................................................... 21

2 Assignment Prohibited .......................................................................................... 21

3 Inurement Prohibited ............................................................................................. 21

ARTICLE VIII - MERGERS

1 Mergers.................................................................................................................. 22

ARTICLE IX - AMENDMENTS

1 Trust Agreement .................................................................................................... 22

ARTICLE X - TERMINATION OF TRUST

1 Distribution of Assets ............................................................................................ 22

ARTICLE XI – CONSTRUCTION OF TRUST ARTICLE XII - MISCELLANEOUS

1 Trustee Powers After Termination ........................................................................ 28

2 Enforceability of Trust Provisions......................................................................... 28

3 Designee for Service of Process ............................................................................ 29

AGREEMENT AND DECLARATION OF TRUST

of the

[INSERT NAME OF FUND]

WHEREAS, the Trustees, designated as such, have executed this Agreement and Declaration of Trust indicating their acceptance of the respective duties imposed upon them as Trustees under the terms of this Agreement; and

WHEREAS, the [INSERT NAME OF SCHOOL DISTRICT] (hereinafter, “Employer”) has

entered into, or will from time to time hereafter enter into, collective bargaining agreements or written

agreements with the [ENTER NAME OF ASSOCIATION] (hereinafter “Association”), on behalf of the

employees represented by the Association, all of which agreements provide, among other things, for the

payment, by the Employer, to the Trustees of this Trust, known as the [INSERT NAME OF TRUST

FUND], of contributions for benefits as set forth in said agreements; and

WHEREAS, various employees who are members of the Association may desire to make individual contributions to the Trust, whether directly or by payroll deduction remittance, in order to become participants in this Trust and to obtain the benefits provided by the Trust; and

WHEREAS, the sums payable to the Trust as aforesaid, are for the purpose of providing such benefits from the Trust as are now or may hereafter be authorized or permitted by law for eligible Employees, their dependents, or their beneficiaries, as determined hereunder; and

WHEREAS, Trustees, who have been duly appointed in accordance with the provisions of this

Agreement, have determined that it is necessary and desirable to enter into this Trust Agreement,

effective [INSERT DATE] establishing the [INSERT NAME] Trust Fund to provide such benefits.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

Section 1. Association. The term “Association” means the [INSERT ASSOCIATION

NAME].

Section 2. Employer. The term "Employer" means the [INSERT SCHOOL DISTRICT

NAME].

Section 3. Employee. The term "Employee" means any employee working for the Employer as defined herein, and with respect to whose employment the Employer is required to make contributions into the Trust Fund pursuant to the terms of a collective bargaining agreement or otherwise; and any retirees who were formerly employed by an Employer and who make individual contributions directly to the Trust.

Section 4. Participant. The term "Participant" means any Employee as defined herein who has

satisfied the requirements for participation as defined in the Plan created pursuant to this Trust

Agreement.

Section 5. Beneficiary. The term "Beneficiary" means a person designated by a Participant or by the terms of the Plan created pursuant to this Trust Agreement, who is or may become entitled to a benefit.

Section 6. Trustees. The term "Trustees" means the Trustees designated in this Trust

Agreement, together with their successors designated and appointed in accordance with the terms of this

Trust Agreement. The Trustees collectively, will be the "Administrator" of this Fund.

Section 7. Trust Fund. "Trust", "Trust Fund" and "Fund" means the entire trust estate of the

[INSERT NAME OF FUND], as it may from time to time be constituted, including, but not limited to, all funds received in the form of contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of this Trust

Agreement.

Section 8. Trust Agreement. The terms "Trust Agreement and Declaration of Trust" or "Trust

Agreement" means this instrument, including all amendments and modifications as may from time to time be made.

Section 9. Plan. The term "Plan" means the plan, program, method, rules, and procedure for

the payment of benefits from the Trust Fund established by the Trustees pursuant to this Trust Agreement and amendments thereto.

Section 10. Effective Date. The “Effective Date” of this Agreement and Declaration of Trust is

[ENTER DATE].

ARTICLE II

CREATION AND PURPOSES OF FUND

The Trust Fund is created, established, and maintained, and the Trustees agree to receive, hold, and administer the Trust Fund, for the purpose of providing such benefits as now are, or hereafter may

be, authorized or permitted by law for Participants, their dependents, and beneficiaries and in accordance with the provisions set forth herein and in the Plan.

ARTICLE III

TRUSTEES

Section 1. Number. The operation and administration of the Fund will be the joint

responsibility of [INSERT NUMBER OF TRUSTEES] Trustees, which Trustees will be appointed by the

Association President and approved by the Executive Board.

The Trustees are hereby authorized and empowered, in the event that in the opinion of the majority of the Trustees it will become necessary to increase or decrease the number of Trustees, to increase or decrease such number as will be deemed proper and sufficient to give adequate representation as in the opinion of the Board of Trustees will be necessary. The appointment of additional Trustees will be made as provided in this Section.

Section 2. Acceptance of Trusteeship. The Trustees will immediately meet and sign this Trust Agreement, which maintains the Fund. The Trustees, by affixing their signatures at the end of this Trust Agreement, agree to accept the Trusteeship and to act in their capacity strictly in accordance with

the provisions of this Trust Agreement.

Section 3. Term of Trustees. Each Trustee will serve [ENTER PERIOD OF YEARS] or until a successor Trustee shall be designated. Trustees may be removed or replaced at will and without cause

by the Executive Board.

Section 4. Resignation of Trustees. A Trustee may resign and become and remain fully

discharged from all further duty or responsibility hereunder upon giving thirty (30) days’ notice in writing to the remaining Trustees or such shorter notice as the remaining Trustees may accept as sufficient. In such notice there will be stated a date when such resignation will take effect. Unless a successor Trustee will have been appointed at an earlier date, such resignation will take effect on the date

specified in the notice. In the event a successor Trustee has been previously appointed, such resignation will be deemed to have taken effect immediately upon such appointment.

Section 5. Vacancies. If for any reason a Trustee cannot serve, or resigns, or is removed

before the expiration of the term for which he is appointed, a successor shall be appointed by the President of the Association to serve for the balance of the term of the Trustee who was replaced. The resignation, removal or death of any Trustee shall not impair the right of the remaining Trustees to vote providing quorum shall be present.

Section 6. Successor Trustee; Assumption of Office. Any successor Trustee will immediately upon appointment as a successor Trustee, and acceptance of the Trusteeship in writing, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if

originally named a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 7. Limitation of Liability of Trustees.

(a) No successor Trustees will in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date they become Trustees. The Trustees will

not be liable for the acts or omissions of any investment manager, attorney, auditor, accountant, consultant, agent, or assistant employed by them pursuant to this Trust Agreement, if such investment manager, attorney, auditor, accountant, consultant, agent, or assistant was selected pursuant to this Trust Agreement and such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory.

(b) No Trustee will be liable or responsible for their own acts or for any acts or default of any other fiduciary or party in interest or any other person, except in accordance with applicable law.

Section 8. Office of the Fund. The principal office of the Trust Fund will, so long as such

location is feasible, be located and maintained at [INSERT ADDRESS]. The location of the principal office will be made known to the parties interested in the Trust Fund. At such office, and at such other places as may be required by law, there will be maintained the books and records pertaining to the Trust Fund and its administration.

Section 9. Officers. Each year the Trustees shall elect from among themselves a Chairperson, a Treasurer, and a Secretary to serve for a term of one (1) year commencing with the Plan’s fiscal year, or until his, her, or their successors have been elected. The Secretary or such other person as the Trustees may designate, will keep minutes and records of all meetings, proceedings, and acts of the Trustees and will, with reasonable promptness, send copies of such minutes and records to all Trustees. The Chairman, or in the Chairman absence, the Secretary or other person as the Trustees will designate, will preside at

all meetings of the Trustees.

Section 10. Power to Act in Case of Vacancy. No vacancy or vacancies on the Board of

Trustees will impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust Fund notwithstanding the existence of such vacancy or vacancies.

Section 11. Meetings; Notices. The Trustees will endeavor to meet at least once each three (3) months and at such other times as they deem it necessary to transact their business. The Chairman or the Secretary of the Board of Trustees may upon the written request of any two (2) Trustees, call a meeting of the Trustees at any time by giving at least five (5) days' written notice of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all the Trustees

consent thereto in writing.

Section 12. Attendance at Meetings; Minutes. All official meetings of the Trustees will be

attended only by the Trustees and will not be open to the public, except that there may attend such other persons as may be designated or invited by the Trustees or who may be otherwise required by law. Written minutes, a copy of which will be furnished with reasonable promptness to each Trustee, will be kept of all business transacted and of all matters upon which voting will have occurred and the vote of

each Trustee will be recorded.

Section 13. Quorum; Voting; Action Without Meeting. [INSERT APPROPRIATE NUMBER

BASED ON TOTAL NUMBER OF TRUSTEES] Trustees present in person at any meeting of the Board of Trustees will constitute a quorum for the transaction of business. Any action taken by the Trustees, unless otherwise provided in this instrument, will be by a majority vote of the quorum.

Action by the Trustees on any proposition may also be taken without a meeting if all of the

Trustees agree thereon in writing.

Section 14. Manner of Acting in the Event of Deadlock.

(a) A deadlock will be deemed to exist whenever the Trustees are unable to agree upon any action or resolve any dispute within seven (7) days. In the event of such deadlock arising, the Trustees will meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire within a reasonable time, any Trustee may petition an appropriate court of law for the appointment of such impartial umpire. Such impartial umpire will immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire will be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expenses (including, without limitation, attorneys’ and reporter fees, if any) incidental to any proceedings instituted to break a deadlock will be paid by the Trust Fund.

(b) Any impartial umpire selected or designated to break a deadlock will be required to enter their decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire will be limited to the provisions of this Trust Agreement and to the provisions of the rules, regulations, and by-laws adopted by the Trustees and to the plan of benefits established by them. The impartial umpire will have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any collective bargaining agreements between the Association and the Employer, and such impartial umpire will have no power or authority to change or modify any provisions of such collective bargaining agreement.

ARTICLE IV CONTRIBUTIONS

Section 1. Contributions.

(a) Each Employer shall make prompt contributions or payroll deduction remittances to the Trust in such amount and under such terms as are provided for in the applicable collective bargaining agreement between the Association and the Employer. An Employer may also be required to make such contributions or remittances in such amount and under such terms as it may be obligated, in writing, to make, provided that such contributions will be subject to acceptance by the Trustees. The Employer agrees that such contributions will constitute an absolute obligation to the Trust Fund, and such obligation will not be subject to set-off or counterclaim which the Employer may have for any liability of the Association or of an Employee. The Employer will be entitled to receive periodic reports,

including a report on the financial condition and operations of the Trust Fund. The Employer will also be

entitled to have any reasonable inquiry on the Trust Fund’s financial condition answered within a reasonable time.

(b) Contributions to the Fund will be paid to the Trustees or to such depository as the Trustees will designate, only by payroll deduction, check, bank draft, money order, or other recognized written method of transmitting money or its equivalent, made payable as directed by the Trustees. The payment of contributions will be made periodically at such times as the Trustees will specify by rules and regulations or as may be provided in the applicable collective bargaining agreement.

Section 2. Individual Contributions. Employees, as defined herein, may make individual

contributions directly or by payroll deduction remittance, pursuant to a schedule of contributions and benefits established by the Trustees.

Section 3. Contributions From Qualified Plans. The Trustees may also permit contributions to be made from such tax-exempt employee welfare benefit plans as is permissible pursuant to the then-

applicable Internal Revenue Code and in accordance with other applicable law.

Section 4. Receipt of Payment and Other Property of Trust. The Trustees or such other

person or entity designated or appointed by the Trustees are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust Fund by the Employer or the Employees. The Trustees are hereby vested with all right, title, and interest in and to such monies and all interest which may be accrued thereon, and are authorized to receive and be paid the same.

Section 5. Delinquent Contributions; Expenses of Collection. The Trustees may require the payment by the Employer and Employees of liquidated damages and interest (as provided in the Plan or in a separate Collections Policy established by the Trustees) and of other costs and expenses (such as, without limitation, attorneys' fees, paralegal fees, accountants' or auditors' fees, filing fees, and costs of

service of papers and all other costs and disbursements) incurred by the Trustees and arising out of the collection of the Employer's or Employees’ delinquent contributions.

Section 6. Non-Payment by the Employer or an Employee; Others Still Obligated. Non-

payment by the Employer or any Employee of any contribution or other moneys owed to the Fund will not relieve the Employer or any other Employee from its obligation to make required payments to the Trust Fund.

ARTICLE V

POWERS AND DUTIES OF TRUSTEES

Section 1. Conduct of Trust Business. The Trustees will have general supervision of this

Fund's operation and will conduct the Fund's business and activities in accordance with this Trust

Agreement and applicable law. The Trustees will hold, manage and protect the Trust Fund and collect the income therefrom and contributions thereto. The Trustees may, in the course of conducting the business

of the Trust, execute all instruments in the name of the [INSERT NAME OF FUND], which instruments will be signed by the Chairperson and Secretary of the Board of Trustees.

Section 2. Use of Fund for Expenses. The Trustees will have the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the contributions and payments and other monies and property to which they may be entitled, (ii) of insurance premiums which may be agreed upon with various insurance companies and (iii) of administering the affairs of this Trust, including the employment of such administrative, legal,

expert, and clerical assistance, the purchase or lease of such premises, materials, supplies, and equipment and the performance of such other acts, as the Trustees, in their sole discretion, find necessary or

appropriate in the performance of their duties.

Section 3. Use of Fund to Provide Benefits. The Trustees will also have the power and

authority to use and apply the Trust Fund to pay or provide for the payment of health, hospital, medical, surgical, life insurance, disability insurance, dental, and other benefits to eligible Participants, their dependents, and Beneficiaries in accordance with the terms, provisions, and conditions of the Plan formulated and agreed upon hereunder by the Trustees, and pursuant to the provisions of applicable law.

Section 4. Investments.

(a) The Trustees will have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable law relating to the investment of assets of trust funds. The Trustees may sell, exchange, or otherwise dispose of such investments at any time and, from time to time, as provided in Section 9(f) of this Article. The Trustees will also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds, or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its Participants and Beneficiaries, judged by then prevailing business conditions and standards. The Trustees will have the authority, in respect to any stocks, bonds, or other property, real or personal, held by them as Trustees, to exercise all such rights, power, and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in their own right.

(b) Delegation and Allocation of Investment Functions.

(1) The Trustees are authorized, in their discretion, by resolution, to allocate to

a Finance Committee such duties and responsibilities to invest and reinvest such Fund assets as they will specify in such resolution.

(2) The Trustees will have the power and authority to appoint one or more investment managers who will be responsible for the management, acquisition, disposition, investment, and reinvestment of such of the assets of the Trust Fund as the Trustees will specify. Any such appointment may be terminated by the Trustees upon proper written notice. The fees of such investment manager, and its expenses to the extent permitted by law, will be paid out of the Trust Fund.

(3) In connection with any allocation or delegation of investment functions under paragraphs (1) and (2) of this subsection (b), the Trustees may, from time to time, adopt appropriate investment policies or guidelines.

Section 5. Deposits and Disbursements. All Trust Fund assets not invested will be deposited

by the Trustees in such depository or depositories as the Trustees will from time to time select, and any such deposit or deposits, or disbursements therefrom, will be made in the name of the Trust in the

manner designated by the Trustees and upon the signature(s) of persons designated and authorized by the

Trustees or by a custodian appointed in accordance with the provisions of this Agreement.

Section 6. Allocation and Delegation of Fiduciary Responsibilities. The Trustees may, by resolution or by-law, or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the board of Trustees, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with applicable law.

Section 7. Administrative Manager. The Trustees may employ or contract for the services of

an individual, firm or corporation, to be known as "Administrative Manager," who will, under the

direction of the Trustees or under the direction of any appropriate committee of the Trustees, administer the office or offices of the Trust Fund and of the Trustees, coordinate and administer the accounting, bookkeeping and clerical services, provide for the coordination of various services furnished by any consultants to the Fund, prepare (in cooperation where appropriate with any consultant and independent auditor) all reports and other documents to be prepared, filed, or disseminated by or on behalf of the Trust in accordance with law, assist in the collection of contributions required to be paid to the Trust Fund, and perform such other duties and furnish such other services as may be assigned, delegated, or

directed or as may be contracted by or on behalf of the Trustees. The Administrative Manager will be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the Trust Fund.

Section 8. By-Laws, Rules and Regulations.

(a) The Trustees are hereby empowered and authorized to adopt by-laws and to promulgate any and all rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All by-laws, rules, and regulations adopted by action of the Trustees will be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder.

(b) No by-law, regulation, rule, action, or determination made or adopted by the Trustees, nor any decision or determination made by any impartial umpire appointed pursuant to Article III, Section 16(a) of this Agreement, will in any manner conflict or be inconsistent with this Trust Agreement or any applicable Federal, State or local law.

Section 9. Additional Authority. The Trustees are hereby empowered, in addition to such

other powers as are set forth herein or conferred by law,

(a) to enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts will be binding and conclusive on the parties hereto and on the Participants involved;

(b) to keep property and securities registered in the name of the Trustees or of the

Fund or in the name of any other individual or entity duly designated by the Trustees;

(c) to establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of such Trust Fund;

(d) to pay out of the Trust Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof;

(e) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;

(f) to sell, exchange, lease, convey, mortgage, or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and

to execute and deliver any and all instruments of conveyance, lease, mortgage, and transfer in connection therewith; and

(g) to establish and carry out a funding policy and method consistent with the objectives of the Plan and applicable law.

Section 10. Bonds. The Trustees will obtain from an authorized surety company such bonds as

may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds will be paid out of the Trust Fund.

Section 11. Insurance.

(a) The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund, and employees or agents of the Trustees and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund: (1) with respect to liability to others as a result of acts, errors, or omissions of such Trustee or Trustees, employees, or agents, respectively, provided such insurance policy will provide recourse by the insurer against the Trustees as may be required by law; and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums (with the exception of any premiums for the elimination of recourse) for such policies of insurance will be paid out of the Trust Fund.

(b) The Trustees may exercise all rights or privileges granted the policy holders by provisions of any insurance policy or allowed by the insurance carrier of such policy, and may agree with such insurance carrier to any alteration, modification, or amendment of such policy. The Trustees may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable. Such insurance carrier will not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such policy, provided that such alteration, modification, or amendment will be approved by the Board of Trustees.

Section 12. Information to Participants and Beneficiaries. The Trustees will provide

Participants and Beneficiaries with such information as may be required by applicable law.

Section 13. Accountants and Actuaries. The Trustees will engage one or more independent

qualified public accountants who will be either certified public accountants or licensed public

accountants, and may engage one or more enrolled actuaries to perform all services as may be required by applicable law, and such other services as the Trustees may deem necessary.

Section 14. Compensation of Trustees, Association, and its Employees. The Trustees shall be

reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties

and shall otherwise receive no compensation for their service as Trustees of the Trust. [OPTIONAL

SENTENCE FOLLOWS] The Trustees may call upon the Association for assistance in the administration of the Trust. In such cases, the Trust shall reimburse the Association for any direct expenses incurred in connection therewith, on a reasonable basis, and at the discretion of the Trustees for wages of Association members allocable to the time devoted to their performance of duties on behalf of the Trust.

Section 15. Reports. All reports required by law to be signed by one or more Trustees will be signed by all of the Trustees, provided that all of the Trustees may appoint, in writing or by resolution adopted and set forth in the minutes, one or more Trustees to sign such report on behalf of the Trustees,

unless otherwise required by applicable law or regulations.

Section 16. Records of Trustee Transactions. The Trustees will keep true and accurate books

of account and records of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books will be audited at least annually by an independent qualified public accountant. A certified copy of each audit report will be furnished to the Association and will be available for inspection by interested persons at the principal office of the Trustees.

Section 17. Liability. The Trustees, to the extent permitted by applicable law, will incur no

liability in acting upon any instrument, application, notice, request, signed letter, or other document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Section 18. Reliance on Written Instruments. Any Trustee, to the extent permitted by

applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument.

Section 19. Reliance by Others. No party dealing with the Trustees will be obligated to: (a) confirm that any funds or property of the Trust Fund are applied for the stated Trust purposes; (b) confirm that the terms of this Trust Agreement have been complied with; or to (c) inquire into the necessity or expediency of any act of the Trustees. Every instrument executed by the Trustees will be conclusive evidence in favor of every person relying thereon that: (a) at the time of the execution of said instrument, the Trust was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement; and that (c) the Trustees were duly authorized and

empowered to execute such instrument.

Section 20. Discharge of Liability. The receipt by the Trustees for any money or property or

checks (after such checks are honored at the bank and paid to the Trust Fund) will discharge the person or persons paying or transferring the same.

Section 21. Establishment of Plan. The Trustees will formulate a Plan for the payment of such health, hospital, medical, surgical, life insurance, disability insurance, dental, and other benefits, as are feasible. Such Plan will at all times comply with all applicable statutes and regulations and with the provisions of this Agreement and Declaration of Trust. The Trustees will not be under any obligation to

pay any benefits if the payment of such benefits will result in loss of the Trust Fund's tax-exempt status under the then-applicable Internal Revenue Code and any regulations or rulings issued pursuant thereto. The Trustees will draft procedures, regulations, and conditions for the operation of the Plan, including, by way of illustration and not limitation, conditions of eligibility for Participants and their Beneficiaries,

procedures for claiming benefits, schedules of type and amount of benefits to be paid, and procedures for the distribution of benefits. The Trustees may also provide for participation in various insurance plans offered by insurance carriers, provided that all relevant provisions thereof are agreed to in writing by the Trustees.

Section 22. Establishment of Claims Appeal Procedure. The Trustees will adopt an

appropriate and legal claims appeal procedure (through insurance contracts entered into by the Trust, or otherwise), such claims appeal procedure to provide adequate notice in writing to any Participant or Beneficiary whose claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the participant, and will afford a reasonable opportunity to any participant whose claim for benefits has been denied for a full and fair review by the appropriate named fiduciary of the decision denying the claim in accordance with

applicable law.

Section 23. Attendance at Educational Seminars or Conferences. The Trustees are hereby authorized to attend meetings, seminars, or educational conferences, the sole purpose of which will be the disseminating and providing of information and education to the Trustees for the Benefit of the Trust Fund, and it is expressly provided that Trustees attending such meetings or conferences will be reim- bursed for all necessary and proper expenses in connection with attending such meetings, seminars, or educational conferences, in accordance with Article V, Section 14 above.

Section 24. Amendment of Plan. The Plan may be amended by the Trustees from time to time,

provided that such amendments comply with the applicable sections of the then-applicable Internal Revenue Code and the regulations thereunder, the provisions of the collective bargaining agreements creating the Trust Fund, the purposes as set forth in this Trust Agreement, and any other applicable statute or regulation.

Section 25. Plan Interpretations and Determinations. Notwithstanding any other provision of

this Trust Agreement, the Trustees, or their designee, will have exclusive authority and discretion to:

(a) Determine whether an individual is eligible for any benefits under the Plan;

(b) Determine the amount of benefits, if any, an individual is entitled to from the Plan; (c) Determine or find facts that are relevant to any claim for benefits from the Plan;

(d) Interpret all of the Plan's provisions;

(e) Interpret all of the provisions of any applicable Summary Plan Description booklet;

(f) Interpret the provisions of any collective bargaining agreement involving or impacting the Plan;

(g) Interpret provisions of this Trust Agreement; and

(h) Interpret all the provisions of any other document or instrument involving or impacting the Plan.

All such determinations and interpretations made by the Trustees, or their designee: will be final and binding upon any individual claiming benefits under the Plan and upon all Employees, the Employer, the Association, and any party who has executed any agreement with the Trustees or the Association; will be given deference in all courts of law, to the greatest extent allowed by applicable law; and, will not be

overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

ARTICLE VI CONTROVERSIES AND DISPUTES

Section 1. Reliance on Records. In any controversy, claim, demand, suit at law, or other proceeding between any Participant, Beneficiary or any other person and the Trustees, the Trustees will

be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Association or with the Employer, any facts certified to the Trustees by the Association or the Employer, any facts which are of public record, and any other evidence pertinent to the issue

involved.

Section 2. Submission to Trustees. All questions or controversies, of whatsoever character,

arising in any manner or between any parties or persons in connection with the Trust Fund or the operation thereof, whether as to any claim for any benefits by any participant, beneficiary, or any other person, or as to the interpretation of the by-laws, rules, and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument, or accounts in connection with the operation of the Trust Fund or otherwise, will be submitted to the Trustees or, in the case of questions related to claims for benefits, to an Appeal or Review Committee, if any has been appointed, and the decision of the Trustees or Appeals or Review Committee will be binding upon all parties.

Section 3. Settling Disputes. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they deem best, and any majority decision made by the

Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement entered into by the Trustees, will be conclusive and binding on all parties.

ARTICLE VII BENEFICIAL RIGHTS

Section 1. No Right, Title or Interest. Neither the Employer, nor any Employee of the Employer, nor the Association, nor any member of the Association, nor any persons claiming by, through, or under any of them, will have any right, title, or interest in or to the Trust Estate or any part thereof, except the right of a Participant or Beneficiary who is covered by benefits in the amount and subject to the terms and conditions specified in the Plan, or as may be specified and determined by the

Trustees. No person will have the option to receive instead of the benefits any part of the any contribution

or remittance.

Section 2. Assignment Prohibited. No monies, property or equity of any nature whatsoever,

in the Fund, or policies or benefits or monies payable therefrom, will be subject in any manner by an Employee or a person claiming through such Employee, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, levy, mortgage, lien or charge, and any attempt to cause the same to be subject thereto will be null and void.

Section 3. Inurement Prohibited. The assets of the Fund will never inure to the benefit of any Trustee, Association or Employer, except in the case of a contribution or remittance which is made by mistake, such contribution may be returned, subject to the requirements of applicable law. This shall not entitle any Employer to unilaterally take a credit for any such alleged mistaken contribution. Such credit

may only be taken if the Trustees, in their sole discretion, determine that a mistaken contribution or remittance has, if fact, been made and that such contribution should be returned.

ARTICLE VIII MERGERS

The Trustees are authorized to merge, combine and consolidate with other funds upon any terms and conditions mutually agreed upon by the Trustees of this Fund and such other fund, subject to the provisions of the Internal Revenue Code and any other applicable law.

ARTICLE IX AMENDMENTS

Section 1. Trust Agreement. The provisions of this Trust Agreement may be amended at any

time by an amendment, in writing, executed by the Trustees. No amendment will divert the assets of the

Fund as then constituted or any part thereof for any purpose other than the purpose of this Trust.

ARTICLE X TERMINATION OF TRUST

Section 1. By Association Executive Board. This Agreement and Declaration of Trust may

be terminated by an instrument in writing executed by the Executive Board of the Association.

Section 2. Distribution of Assets. In the event of termination of the Trust Fund, the Trustees

will apply the Trust Fund to the purposes for which the Trust Fund was established and upon the complete distribution of the assets of the Trust Fund, the Trust Fund will terminate. Under no circumstances will any portion of the corpus or income of the Fund, directly or indirectly, revert to the benefit of the Association, any Trustee or any Employer, or to Employees and/or their dependents or beneficiaries, except for the payment of benefits, as provided herein and in any rules adopted by the Trustees.

ARTICLE XI CONSTRUCTION OF TRUST

All questions pertaining to the validity of or construction of this Agreement and of the acts or transactions of the parties will be determined in accordance with the provisions of the laws of the State of New York, as appropriate.

ARTICLE XII

MISCELLANEOUS

Section 1. Trustee Powers After Termination. The Trustees will be entitled to continue and exercise all the title, powers, discretions, rights, and duties conferred or imposed upon the Trustees by law or by this Trust after the termination of this Trust in whole or in part or until the final distribution of

the assets thereof.

Section 2. Enforceability of Trust Provisions. In the event that any of the provisions herein

contained is declared or found to be invalid or unenforceable, such declaration or adjudication will not in any manner affect or impair the validity or the enforceability of the other and remaining provisions of this Trust Agreement and such other and remaining provisions will remain in full force and effect as though such invalid or unenforceable provisions not been herein included or made a part hereof.

Section 3. Designee for Service of Process. Any member of the Board of Trustees is

designated as the agent of the Trust upon whom process against the Trust may be served. The address

where any process against the Trust may be served is:

[INSERT APPLICABLE ADDRESS]

IN WITNESS WHEREOF, the Trustees have executed this Agreement and Declaration of Trust

of the [INSERT NAME OF FUND] and have evidenced their ratification and consent to be bound by the

Agreement and Declaration of Trust set forth herein, effective as of [INSERT EFFECTIVE DATE].

[INSERT NAME OF ASSOCIATION]

By:

Title: President

(Trustee) (Trustee)

(Trustee) (Trustee)

(Trustee) (Trustee)

(Trustee) (Trustee)

(Trustee) (Trustee)

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