

NP***UT*** ***NEW PALTZ UNITED TEACHERS BENEFIT TRUST FUND***

Ron Noelle, Administrator
Kieran Bell, Treasurer
Janis Witz, Assistant Treasurer
Christopher P. Harold, Counsel

Janis Pallus, Chairperson
Diane Batista, Trustee
Kieran Bell, Trustee
, Trustee
Arielle Chiger,
*NP****UT*** *President - Trustee*

AGREEMENT
AND
DECLARATION OF TRUST

BLUE REPRESENT CHANGES

JULY 1, 2016

AGREEMENT AND DECLARATION OF TRUST
DOT – July 1, 2016

AGREEMENT AND DECLARATION OF TRUST

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AGREEMENT AND DECLARATION OF TRUST

**OF THE
NEW PALTZ UNITED TEACHERS BENEFIT TRUST FUND**

This Agreement and Declaration of Trust of the NEW PALTZ UNITED TEACHERS BENEFIT TRUST FUND (hereinafter the "Fund") made and entered into this 30th day of May, 1995, between the New Paltz United Teachers (hereinafter the "NPUT") and the Trustees of the Fund and their successors, (hereinafter the "Trustees").

WITNESSETH

WHEREAS, heretofore there has been executed a Collective Bargaining Agreement between the NEW PALTZ UNITED TEACHERS and the Board of Education of the New Paltz School District, dated May 30, 1995, and

WHEREAS, by Article 25 (Section C,D) Welfare Benefit Fund of such Collective Bargaining Agreement as aforesaid, the Board of Education of the New Paltz School District is obligated to pay certain sums of money for the benefit of all employees within the appropriate unit designated by said Collective Bargaining Agreement; and

WHEREAS, it is appropriate to hereby create such NPUT Benefit Trust, to name Trustees to administer such Fund and to define their rights, duties and responsibilities; and

WHEREAS, in consideration of the promises and of the mutual covenants hereinafter contained, the Trustees declare that they will receive and hold all money which may come into their hands as Trustees hereunder solely for the use and purposes hereinafter set forth.

NOW THEREFORE, the New Paltz United Teachers and the Trustees do hereby agree as follows:

ARTICLE I

DECLARATION OF TRUST

- 1.1** There is hereby created and established the NPUT Benefit Trust.
- 1.2** The Fund shall be used solely for the benefit of eligible employees and retirees of the designated unit included in the Collective Bargaining Agreement between the Board of Education of the New Paltz School District and the New Paltz United Teachers and any other employees or employee groups of the New Paltz School District that the New Paltz United Teachers and Trustees may elect to include under the provisions of the Declaration of Trust.
- 1.3** The Trustees shall determine the use of such Trust in a form and manner to their exclusive satisfaction so long as such funds are utilized for the benefit of all of the employees and retirees within said designated appropriate units, and any other employees or employee groups of the New Paltz School District and the New Paltz United Teachers and Trustees may elect to include under the provisions of this Declaration of Trust.
- 1.4** The Trustees shall operate the Fund exclusively as described in the Internal Revenue Code Section 501 (c)(9) and shall provide only those benefits permissible under the appropriate Internal Revenue Code, and pursuant to applicable IRS rules and regulations.

ARTICLE II

DEFINITIONS

Unless the context or subject matter herein otherwise requires, the following definitions shall govern in the interpretation of this Declaration of Trust.

- 2.1** "NPUT" shall mean the New Paltz United Teachers.
- 2.2** "District" shall mean the employer or Board of Education of the New Paltz School District.
- 2.3** "Employee" shall mean any employees included within the Collective Bargaining Agreement or Agreements executed between the Board of Education of the District, the NPUT and any other employees or employee groups of the District, or retirees of the District that the NPUT and Trustees may elect to include under the provisions of this Declaration of Trust.
- 2.4** "Trustees" shall mean the five (5) Trustees appointed pursuant to Article III, and their successors.
- 2.5** The "Plan" shall mean the Plan or Program of Benefits to be established and administered by the Trustees pursuant to this Declaration of Trust.
- 2.6** "Fund" shall mean the Trust Fund created in this Declaration of Trust, and money and property of value under the control or in the custody of the Trustees for the administration and operation of the Plan.
- 2.7** "Benefits" shall mean such benefits as shall be determined by the Trustees in their exclusive discretion.

2.8 "Contributions" shall mean the payments made by the employer to the Fund in accordance with the Collective Bargaining Agreement aforesaid, any subsequent collective bargaining agreement executed between the parties so described therein, or any agreement the District may have with the NPUT and Trustees for the payments to provide benefits to other District employees. Any contributions made by eligible employees and/or dependents shall be made in a manner and amounts determined by the Trustees.

2.9 "Collective Bargaining Agreement" shall mean the Collective Bargaining Agreement(s) as executed between the Board of Education of the District and the NPUT, dated July 1, 1993 - June 30, 1997, or any modifications or amendments thereof or subsequent or other agreements of like nature and purpose.

ARTICLE III

TRUSTEES

3.1 The Trustees do hereby accept the Trust hereby created and agree to establish the proper administrative machinery and processes necessary for the performance of the Trustees' duties hereunder, and agree to perform fully and faithfully each and every duty and obligation on the Trustees' part to be performed as set forth herein for the purposes and objectives as set forth in this Trust.

3.2 The Board of Trustees shall be composed of five (5) persons all of whom shall be active or retired members in good standing of the NPUT. One Trustee shall be selected from each building and the President of the NPUT by virtue of his / her office. The remaining four (4) Trustees shall be appointed by the President of the NPUT and confirmed by the Representative Council of the NPUT. In the case any Trustee dies, resigns, becomes disabled, is removed, or for any reason fails or refuses to act, a successor Trustee shall be designated as per the procedure set forth herein, to complete the unexpired term.

3.3 All Trustees shall serve for a term of two (2) years, except that the initial Trustees, other than the President of the NPUT shall be and shall serve terms which terminate in accordance with the following:

Albert A.J. Fiore	July 1,1995 - June 30,1996
Juliette Cosh	July 1,1995 - June 30,1997

3.4 New terms shall be as of July 1 in each applicable year.

3.5 Successor Trustees shall be appointed pursuant to Section 3.2.

3.6 Successor Trustees shall, upon the acceptance, in writing, by them of the terms of this Declaration of Trust, be vested with all the rights, powers and duties of their predecessors.

3.7 Any Trustee may resign from all further duties or responsibility hereunder with written notice to the remaining Trustees. The resignation shall take effect on the date specified in the notice unless a Successor Trustee shall have been designated at an earlier date, in which event, the resignation shall take effect immediately upon the designation of such Successor Trustee.

3.8 Any Trustee may be removed from office at any time by the President of the NPUT with the consent of the NPUT Representative Council and upon written notification of his or her removal to the remaining Trustees. In the event a Trustee becomes incapacitated, resigns, is removed from or vacates office, the President of the NPUT with confirmation by the NPUT Representative Council, shall immediately designate a Successor Trustee.

3.9 Immediately upon his or her designation as Trustee, and an acceptance of the Trusteeship, in writing, each Successor Trustee shall become vested with all the rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee.

3.10 No vacancy in the office of Trustee shall impair the power of the remaining Trustees to administer the affairs of this Trust.

ARTICLE IV

PLAN OF BENEFITS

4.1 The Trustees shall agree upon and adopt a Plan to provide such benefits as they may in their sole discretion determine.

4.2 The Trustees shall, in their sole discretion, have full authority to determine all questions as to nature, amount and duration of the benefits to be provided to the employees pursuant to the Plan and the Collective Bargaining Agreement.

4.3 The benefits shall be provided and maintained by such means as the Trustees in their sole discretion determine, consistent with the provisions of this Declaration of Trust.

4.4 The detailed basis on which payment of benefits is to be made pursuant to this Declaration of Trust shall be specified in writing by the Plan, subject, however, to such change or modification by the Trustees from time to time as they, in their discretion, may determine. All such changes or modifications shall be specified in writing by appropriate resolution of the Trustees.

ARTICLE V

POWERS, DUTIES AND OBLIGATIONS OF TRUSTEES

5.1 Notwithstanding any other provision of this Declaration of Trust, the Trustees shall have no power to modify the terms and conditions of the Collective Bargaining Agreement aforesaid.

5.2 The Trustees shall be responsible in a fiduciary capacity for all money, property and other assets received, managed or disbursed by the fund. The Trustees shall provide for fidelity bonds in such amounts as they may determine in order to adequately protect the assets of the Fund.

5.3 The Trustees are authorized and empowered, at the sole expense of the Fund, to lease or purchase such premises, materials, supplies and equipment, and to hire and employ and retain such legal counsel, administrative, accounting, actuarial, clerical and other assistants or employees as in their discretion they may find necessary or appropriate in the performance of their duties.

5.4 The Trustees are hereby empowered, in addition to any powers set forth herein or conferred by law:

(a) to establish and administer the Plan on behalf of the employees referred to in this instrument and to adopt rules and regulations for such purpose.

(b) to invest and reinvest all or such part of the Trust Fund, as they in their sole discretion deem advisable, in such securities that are legal for the investment of Trust funds under the laws of the State of New York.

(c) to pay over all or part of the monies or other property comprising the Fund to a bank or a firm, in trust or on such other terms and conditions as the Trustees, in their sole discretion, may deem advisable, with full power to hold, invest and reinvest the same in such securities that are legal for the investment of trust funds under the laws of the State of New York, and to authorize such bank or firm to accept any securities or property which may be issued upon any reorganization, re-capitalization, consolidation, sale or merger of any corporation of which such bank or firm may hold stocks, bonds or other securities and thereafter to hold such securities and property.

(d) to sell at public or private sale, to grant options, rent, lease, assign, encumber, invest, reinvest, disburse, manage, dispose, convert, redeem, exchange for other securities or property, or otherwise deal with the assets of the Fund at any time held by them, for such consideration, and in cash or on credit, and upon such terms and conditions as they shall deem advisable.

(e) to enter into any and all contracts and agreements for carrying out the terms of this Declaration of Trust and for the efficient administration of the Fund.

(f) to compromise, settle, arbitrate and release claims or demands in favor of or against the Fund or the Trustees on such terms and conditions as the Trustees may deem advisable.

(g) to keep all or any of the Fund in such bank or financial institution as they may select.

(h) to deposit, keep, or withdraw any securities or other property comprising a part of the Fund registered or held in the name of the Fund or in the name of a nominee of such bank or financial institution.

(i) to establish and accumulate, as part of the Fund, a reserve or reserves, adequate in the opinion of the Trustees, to carry out the purpose of the Fund.

(j) to have paid out of the Fund all taxes of any and all kinds levied or assessed under the existing or future laws upon or in respect to the Fund or any money, property, or securities forming a part thereof.

(k) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary for the protection of Fund property or to accomplish the general objectives of enabling the employees to obtain benefits in the most efficient and economical manner.

5.5.1 No Trustee acting hereunder shall be personally liable for any liabilities or debts of

the Fund or for the proper discharge of the obligations created hereunder or under the Plan established pursuant thereto, but the same shall be paid only out of the Fund and until paid, shall constitute a charge upon such Fund.

5.6 The Trustees and each individual Trustee shall not be liable for any error of judgment, or for any action taken upon advice of counsel, or for any loss arising out of any act or omission in the execution of their duties so long as they act in good faith and without willful misconduct, bad faith or gross negligence, be personally liable for the acts or omissions (whether performed at the request of the Trustees or not) of any other Trustee or of any agent or attorney elected or appointed by or acting for the Trustee.

5.7 The Trustees shall be fully protected in acting upon any instrument, certificate, or paper believed by them to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

5.8 The NPUT shall in no way be liable in any respect for any of the acts, omissions, or obligations of the Trustees, individually or collectively.

5.9 The Trustees shall insure that true and accurate books of account and records are kept of their transactions and shall report thereon at least annually to the NPUT. Such reports shall be available at all times for inspection by the NPUT at the principal office of the Fund. The books of account of the Trustees and the records of their financial transactions shall be audited at least annually.

5.10 The Trustees may authorize a Trustee or Trust Administrator to execute any notice, certificate, document or other instrument in writing, and all persons, partnerships, corporations, or associations may rely upon the foregoing as having been duly authorized and binding on the Fund and the Trustees.

5.11 All monies received / invested by the Trustees hereunder, the Trustees shall appoint two (2) agents, employees or Trustees, of the Trust Fund to:

- (1)** Deposit said monies in such banks or financial institutions as the Trustees may designate for that purpose.
- (2)** Withdraw monies from such account or accounts only by check signed by both of these authorized agents,
- (3)** Obtain Trustee approval of the following, then agents will apply for and secure, or terminate or close a Certificate of Deposit.
 - (a)** the institution
 - (b)** amount to be deposited
 - (c)** period of deposit
 - (d)** guaranteed percent interest (yield)

ARTICLE VI

REORGANIZATIONAL MEETING

- 6.1** A Reorganizational Meeting shall be the first meeting of the fiscal year, at which time the:
- (a)** Trustee Chairperson shall be elected from the Trustees. The term of office shall commence on the date of their election and continue until the first meeting of the next fiscal year.
 - (b)** New and Re-appointed Trustees shall sign the acceptance of office statement acknowledging and accepting the terms of the Declaration of Trust.
 - (c)** Conflict of interest statement will be signed by Trustees, officers and persons in the employ of the Trust.

ARTICLE VII

OFFICERS AND MEETINGS OF THE TRUSTEES

- 7.1** The Trustees shall elect a Chairperson from among the Trustees. The term of such officer shall commence on the date of their election and continue to the following June 30.
- 7.2** Meetings of the Trustees shall be held at such time and location as determined by the Chairperson and shall be called by the Trust Administrator with proper notice to all Trustees.
- 7.3** At all meetings of the Trustees, the attendance of three (3) Trustees shall be required as a quorum for the transaction of business.
- 7.4** At a meeting of the Trustees a vote of three (3) Trustees shall constitute a vote of the Trustees.
- 7.5** The President of NPUT acting in his or her capacity as President shall appoint annually effective July 1st of each year, a NPUT Executive Board Member to act in his or her behalf as Trustee pro tempore to vote at Trust meetings in the absence of the NPUT President. Written notice of said appointment shall be given by the NPUT President to other Trustees. The Trustee pro tempore shall attend all Trust meetings. In the event the President of the NPUT and the Trustee pro tempore attend a Trust meeting, only the President and not the Trustee tempore may cast a vote. Trustee pro tempore shall report actions of the Trust to the President.
- 7.6** Action of the Trustees may also be taken by them in writing without a meeting, provided, however, that in such cases there shall be unanimous written concurrence on such action by all the Trustees, and such action will be recorded in the minutes of the next meeting of the Trustees.
- 7.7** The Trustees shall keep minutes of all their meetings, resolutions and actions.

ARTICLE VIII

CONTRIBUTIONS TO THE FUND

- 8.1** The contributions to the Fund shall be those monies paid by the Board of Education of the New Paltz School District pursuant to the Collective Bargaining Agreement or any

amendment, supplement or subsequent collective bargaining agreement, or any agreement the District may have with the Trustees for the provision of benefits for other District employees.

8.2 Contributions to the Fund may also be made by covered beneficiaries in amounts and in a manner as may be determined by the Trustees.

8.3 All contributions received by the Fund shall be made for the purpose of establishing and maintaining the Plan designed to pay or provide benefits permitted under Federal Law.

8.4 Employer contributions and other payments to the Fund along with any Fund property or other assets shall be Trust funds and kept separate and apart from any and all other funds and property controlled by the District and/or the NPUT .

8.5 The Trustees may take any action necessary to enforce payment of contributions due hereunder by any individual, including but not limited to, proceedings at law and in equity.

ARTICLE IX

COMPENSATION AND EXPENSES

9.1 The Trustees shall serve without a stipend or established form of compensation from the Fund.

9.2 Trustees and others may be compensated for specific duties and tasks performed on behalf of the Fund and as authorized by the Trustees. Written vouchers, detailing the nature of work performed must be submitted to the Trustees for approval prior to payment.

9.3 Any expenses incurred by the Trustees in the performance of their duties hereunder, including proper charges and disbursements of the Trustees and expenses incurred in defending or prosecuting any action or actions brought by or against them by virtue of their official capacity shall be paid out of the Fund and until paid shall constitute a charge upon the Fund.

9.4 The Trustees shall approve a Budget for the Trust covering the operating expenses of the Trust including the expenses of the Trustees and the Trust employees. The Budget shall be forwarded to the NPUT Representative Council for review and comment by April 15 and approved by the Trustees by June 30 for the coming year.

ARTICLE X

AMENDMENT OF DECLARATION OF TRUST

10.1 The Declaration of Trust may be amended from time to time by a majority vote of the Trustees and the Representative Council of the New Paltz United Teachers. Any such amendment may be made applicable to the Fund as then or thereafter constituted, and such majority of Trustees shall have full power to fix the effective date thereof.

10.2 Any such amendment shall be in writing, and copies thereof shall be forwarded to the NPUT and all government agencies which may be required by law or the collective bargaining agreement to be so notified.

10.3 Notwithstanding the foregoing, no amendment may be adopted which will be contrary to the laws governing trust funds of this nature, or be in conflict with the Collective Bargaining Agreement.

ARTICLE XI

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

11.1 “A federal law, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), requires that health plans protect the confidentiality of an Individual’s private health information effective April 14, 2004. A summary of rights under HIPAA can be found in the Plan’s privacy notice, which will be distributed in accordance with HIPAA and which is available from the Plan’s Privacy Official, as indicated on last page of the Privacy Notice.

11.2 This Plan, and the Plan Sponsor (the Plan Sponsor for HIPAA purposes is New Paltz United Teachers) will not use or further disclose information that is protected by HIPAA (“protected health information” or “PHI”) except as necessary for treatment, payment, health care operations and plan administration, as defined by HIPAA, or as permitted or required by law.

11.3 “Payment” includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and the provision of plan benefits that relate to an individual to whom health care is provided. The activities include, but are not limited to, the following:

- (a)** determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual’s claim);
- (b)** coordination of benefits;
- (c)** adjudication of health benefit claims (including appeals and other payment disputes);
- (d)** subrogation of health benefit claims;
- (e)** establishing employee contributions;
- (f)** risk adjusting amounts due based on enrollee health status and demographic characteristics;
- (g)** billing, collection activities and related health care data processing;
- (h)** claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to participant inquiries about payments;
- (i)** obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
- (j)** medical necessity reviews or reviews of appropriateness of care or justification of charges;
- (k)** utilization review, including precertification, preauthorization, concurrent review and retrospective review;

- (l) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan); and
- (m) reimbursement to the plan.

11.4 “Health Care Operations” include, but are not limited to, the following activities:

- (a) quality assessment;
- (b) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
- (c) rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;
- (d) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
- (e) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- (f) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
- (g) business management and general administrative activities of the Plan, including, but not limited to:
- (h) management activities relating to the implementation of and compliance with HIPAA’s administrative simplification requirements, or
- (i) customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;
- (j) resolution of internal grievances; and
- (k) due diligence regarding a merger with a potential successor in interest, if the potential successor in interest is a “covered entity” under HIPAA or, following completion of the merger, will become a covered entity.

11.5 Only the trustees, administrator, treasurer, privacy official, counsel and certified public accounting firm will be given access to PHI, (they are identified on the last page of the Privacy Notice) who assist in the Plan’s administration will have access to an individual’s protected health information. These individuals may only have access to use and disclose an individual’s protected health information for plan administration functions that the Plan and Plan Sponsor performs for the Plan. This Plan provides a complaint mechanism for resolving noncompliance matters. If these individuals do not comply with the above rules, they will be subject to disciplinary sanctions.

11.6 By law, the Plan has required all of its business associates to also observe HIPAA’s privacy rules. In particular, the Plan will not, without authorization, use or disclose an Individual’s protected health information for employment related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

11.7 HIPAA provides that this Plan may disclose an Individual's protected health information to the Plan Sponsor only upon receipt of a Certification by the Plan Sponsor that it agrees to the following: (a) not use or further disclose the information other than as permitted or required by the plan documents or as required by law; (b) ensure that any agents, including a subcontractor, to whom it provides protected health information received from this Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information; (c) not use or disclose the information for employment related actions in connection with any other benefit or employee benefit plan of the Plan Sponsor; (d) report to this Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware; (e) make available protected health information; (f) make available protected health information for amendment and incorporate any amendments to protected health information; (g) make available the information required to provide an accounting of disclosures; (h) make its internal practices, books, and records relating to the use and disclosure of protected health information received from this Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by this Plan; (i) if feasible, return or destroy all protected health information received from this Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (j) maintain adequate separation between the Plan and the Plan Sponsor. The Plan Sponsor has made such Certification to the Privacy Official; American Family Life Assurance Company of New York; Davis Vision; Delta Dental Insurance Company of New York; MedAmerica Life Insurance Company; and United States Life Insurance Company of New York.

11.8 Under HIPAA, an Individual has certain rights with respect to his or her protected health information, including certain rights to inspect and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. An Individual also has the right to file a complaint with this Plan or with the Secretary of the U.S. Department of Health and Human Services if he or she believes his or her rights under HIPAA have been violated.

11.9 This Plan's privacy notice provides a summary of an Individual's rights under HIPAA's privacy rules. For a copy of the notice, an Individual should contact the Privacy Official, as indicated on the last page of the Privacy Notice. If an Individual has questions about the privacy of his or her health information or if he or she wishes to file a complaint under HIPAA, he or she should contact the Privacy Official, as indicated on the last page of the Privacy Notice .

ARTICLE XII

DURATION AND TERMINATION OF FUND

12.1 The Fund created by this Declaration of Trust is intended to continue during the existence of any collective bargaining agreement or other agreement which provides for contributions made as and for the benefits of the employees pursuant to said collective bargaining agreement or other agreements.

12.2 This Declaration of Trust may be terminated by an instrument in writing executed by the Trustees and done at the direction of the NPUT.

12.3 Upon the termination of the Fund, the Trustees shall continue as Trustees for the purpose of completing and finalizing the affairs of the Fund and shall apply the assets of the Fund to pay or to provide for the payment of any obligations of the Fund and shall distribute and apply any remaining surplus in such manner as will in their opinion best effectuate the purpose of the Declaration of Trust, provided, however, that no part of the assets of the Fund shall be diverted to purposes other than for the exclusive benefit of the employees, their families, beneficiaries or dependents, and retirees, the administrative expenses of the Fund and other payments in accordance with the provisions of this Declaration of Trust. Under no circumstances shall any portion of the corpus or income of the Fund, directly or indirectly, revert or accrue to the benefit of the District or the NPUT or to employees and/or their dependents or beneficiaries and retirees, except for the payment of benefits, as provided herein and in the rules and regulations adopted by the Trustees.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 No employee or retiree or any person claiming by or through such employee, including his or her family, dependents, beneficiary and/or legal representative, shall have any rights, title or interest in or to the Fund, or any property of the Fund, or any part thereof, except as specifically provided for in the Plan or in the Declaration of Trust. Benefits under the Plan shall be payable only out of the Fund and only to the extent that there are available assets in the Fund. Neither the Trustees nor the NPUT shall have any legal obligation, responsibility or liability for any loss or depreciation of the Fund nor the payment of any benefit under the Plan or under this Declaration of Trust.

13.2 No monies, property, or equity, of any nature whatsoever in the Fund, or policies or benefits or monies payable therefrom, shall be subject in any manner by any employee or person claiming through such employee to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

13.3 Conflict of Interest. No trustee, officer or person in the employ of the Benefit Trust Fund shall solicit or receive, directly or indirectly, any thing of value from any person or entity doing business with the Benefit Trust Fund or providing services to the Benefit Trust Fund or benefits to its beneficiaries. However, a trustee, officer or person in the employ of the Benefit Trust Fund, may receive from the Benefit Trust Fund reasonable compensation for necessary services and expenses rendered or incurred by him/her in connection with his/her official duties as a trustee, officer or person in the employ of the Benefit Trust Fund.

(1) Trustees, officers or persons in the employ of the Benefit Trust Fund shall acknowledge adherence to the Conflict of Interest policy at the annual Reorganizational Meeting.

13.4 No party dealing with the Fund shall be obligated to see to the application of any funds or property of the Fund or to see that the Trustees have complied with the terms of the

Declaration of Trust, and every instrument executed by the Trustees shall be conclusive in favor of any party relying thereon:

- (a) at the time of the delivery of said instrument, the Declaration of Trust was in force and effect;**
- (b) that said instrument was executed in accordance with the terms and conditions of the Declaration of Trust and**
- (c) the Trustees were duly authorized and empowered to execute such instrument.**

13.5 Each of the provisions of this Declaration of Trust shall be deemed to be separate and distinct, such that in the event that any portion of this Declaration of Trust shall be held by a court of competent jurisdiction to be invalid and unenforceable as to any of the parties hereto, all other provisions hereof shall be valid and enforceable as to each of the parties hereto.

13.6 Wherever any words are used in this Declaration of Trust in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and where any words are used in this Declaration of Trust in the plural form, they shall be construed as they were also used in the singular form in all situations where they would so apply.

13.7 This Declaration of Trust is accepted by the Trustees in New Paltz, New York and such place shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State.

ARTICLE XIV

EXECUTION

14.1 IN WITNESS THEREOF, the parties hereto have executed this Declaration of Trust the day and year first above set forth.

NEW PALTZ UNITED TEACHERS

Ronald D. Simon, President

Date: May 30, 1995

Amended February 15, 1996 :

**NEW PALTZ UNITED TEACHERS
BENEFIT TRUST FUND TRUSTEES**

Juliette Cosh Trustee

Albert A.J. Fiore, Trustee

Ronald D. Simon, Trustee

Article V (5.11) Financial - Dual Signatures
Article VI (6.1) Delete Secretary

ARTICLE XIV

EXECUTION

14.1 **IN WITNESS THEREOF, the parties hereto have executed this Declaration of Trust the day and year first above set forth.**

NEW PALTZ UNITED TEACHERS

**NEW PALTZ UNITED TEACHERS
BENEFIT TRUST FUND TRUSTEES**

Ronald D. Simon, President

Joseph DeRise, Trustee

Kieran Bell, Trustee

Ginger King, Trustee

Donna Utley, Trustee

Date: July 1, 2004

Ronald D. Simon, Trustee

Amended April 14, 2004 :

**Trust Minutes of 3/11/04
Representative Council of 3/31/04**

**Article X (10. 1 – 10. 9) HIPAA Confidentiality Requirements (New)
Article X moved to Article XI
Article XI moved to Article XII
Article XII to Article XIII**

Amended July 1, 2004 :

**Trust Minutes of 3/11/04
Representative Council of 3/31/04**

**Article II (2. 4), Change 3 to 5 Trustees
Article III (3. 2) Change 3 to 5 Trustees**

ARTICLE XIV

EXECUTION

14.1 **IN WITNESS THEREOF, the parties hereto have executed this Declaration of Trust the day and year first above set forth.**

NEW PALTZ UNITED TEACHERS

**NEW PALTZ UNITED TEACHERS
BENEFIT TRUST FUND TRUSTEES**

Ronald D. Simon< President

Kieran Bell, Trustee

Diane Batista, Trustee

Janice Pallus, Trustee

Dal Veeder, Trustee

Date: July 1, 2012

Ronald D. Simon, Trustee

Amended July 1, 2012 :

**Trust Minutes of 8/28/12
Representative Council of 8/29/12**

Article III (3.2) Retiree as Trustee (New)

ARTICLE XIV

EXECUTION

14.1 IN WITNESS THEREOF, the parties hereto have executed this Declaration of Trust the day and year first above set forth.

NEW PALTZ UNITED TEACHERS

**NEW PALTZ UNITED TEACHERS
BENEFIT TRUST FUND TRUSTEES**

Ronald D. Simon, President

Kieran Bell, Trustee

Diane Batista, Trustee

Janice Pallus, Trustee

Ann Sheldon, Trustee

Date: January 1, 2014

Ronald D. Simon, Trustee

Amended January 1, 2014 :

**Trust Minutes of 11/19/13
Effective 1/1/14, Minutes of 3/18/14
Representative Council of 12/18/13**

Article VI (6.2, 6.3) Change Quorum from 2 to 3 Trustees

Article XII (12.3) Conflict of Interest (New)

Article XII (12.3) moved to Article XII (12.4)

Article XII (12.4) moved to Article XII (12.5)

Article XII (12.5) moved to Article XII (12.6)

Article XII (12.6) moved to Article XII (12.7)

ARTICLE XIV

EXECUTION

14.1 IN WITNESS THEREOF, the parties hereto have executed this Declaration of Trust the day and year first above set forth.

NEW PALTZ UNITED TEACHERS

**NEW PALTZ UNITED TEACHERS
BENEFIT TRUST FUND TRUSTEES**

Arielle Chiger, President

Diane Batista, Trustee

Kieran Bell, Trustee

Janice Pallus, Trustee

Ann Sheldon, Trustee

Date: July 16, 2016

Arielle Chiger, Trustee

Amended July 1, 2016 :

**Trust Minutes of 2/29/16 , 3/29/16
Effective 7/1/16, Minutes of 8/18/16
Representative Council of 7/16/16**

**Article V (5.11) Dual Signatures - Approval of
two (2) agents to deposit in ,
withdraw from financial
accounts and service CD accounts**

**Article VI Reorganizational Meeting (New)
Article VI (6.1) First Meeting of the Fiscal Year (New)
ALL subsequent Articles
moved forward**

**Article VII (7.2) Meetings – Chairperson determines
time and location – notification by
the Trust Administrator**

**Article VII (7.5) Alternate to the President of the
NPUT (New)**

Article VII (7.5) moved to Article VII (7.6)

Article VII (7.6) moved to Article VII (7.7)

**Article XIII Miscellaneous Provisions
Article XIII (13.3) Conflict of Interest
(1) Conflict of Interest – Adherence
by Trustees, officers or persons
in employ of the Benefit Trust Fund**

NPUT NEW PALTZ UNITED TEACHERS BENEFIT TRUST

Ron Noelle, Administrator
Janis Witz, Treasurer

Juliette Cosh, Chairperson
Al Fiore, Trustee
Ron Simon, Trustee

TRUST\DOT\AMEND
February 15, 1996

TRUST Resolutions Amending the Declaration of Trust

TRUSTEES MEETING.....MINUTES & RESOLUTIONS..... FEBRUARY 15,1996
TRUST ADMINISTRATOR'S REPORT, Ron Noelle
NEW BUSINESS

Discussed the two areas of the DOT that we are not in compliance with:

A Trustee is to be the Secretary or do we wish to adopt a position of Secretary-Treasurer. It was resolved that the Trust Administrator shall serve as Secretary and the DOT shall be modified accordingly:

VI. OFFICERS AND MEETINGS OF THE TRUSTEES

6.1 The Trustees shall elect a Chairperson and a Secretary from among the Trustees....shall become:

The Trustees shall elect a Chairperson from among the Trustees. The term of such office shall commence on the date of their election and continue to the following June 30.

The checks are to be signed by the Treasurer and a Trustee instead of the Treasurer and Administrator. It was resolved that the Trust Treasurer and Trust Administrator will sign the checks for the Trust and the DOT shall be modified accordingly:

V. POWERS,DUTIES AND OBLIGATIONS OF TRUSTEES

5.11 All monies received by the Trustees hereunder, the Trust Administrator or Trust Treasurer or any other agent or employee of the Trustees shall be deposited by them in such banks or financial institutions as the Trustees may designate for that purpose, and all withdrawals or monies from such account or accounts shall be made only by check signed by one (1) Trustee and the Trust Treasurer authorized in writing by the Trustees to sign such checks. shall become:

...shall be made only by check signed by the Trust Administrator and the Trust Treasurer authorized in writing by the Trustees to sign such checks.

NEW PALTZ UNITED TEACHERS BENEFIT TRUST

**Ron Noelle, Administrator
Janis Witz, Treasurer**

**Juliette Cosh, Chairperson
Al Fiore, Trustee
Ron Simon, Trustee**

**TRUST\DOT\AMEND
March 18, 1996**

**TO: Ron Simon,President
New Paltz United Teachers
Re: Amendments to the DOT**

The following is a segment of the minutes of the February 15, 1996 NPUT Benefit Trust meeting at which time the Trustees unanimously approved the following amendments to the Declaration of Trust. These amendments must also be approved by the NPUT Representative Council prior to their implementation.

The Trustees discussed the two areas of the DOT that we are not in compliance with:

1. A Trustee is to be the Secretary. It was resolved that the Trust Administrator shall serve as Secretary and the DOT shall be modified accordingly:

VI. OFFICERS AND MEETINGS OF THE TRUSTEES

6.1 The Trustees shall elect a Chairperson and a Secretary from among the Trustees...

shall become:

The Trustees shall elect a Chairperson from among the Trustees. The term of such office shall commence on the date of their election and continue to the following June 30.

2. The checks are to be signed by the Treasurer and a Trustee instead of the Treasurer and Administrator. It was resolved that the Trust Treasurer and Trust Administrator will sign the checks for the Trust and the DOT shall be modified accordingly:

V. POWERS, DUTIES AND OBLIGATIONS OF TRUSTEES

5.11 All monies received by the Trustees hereunder, the Trust Administrator or Trust Treasurer or any other agent or employee of the Trustees shall be deposited by them in such banks or financial institutions as the Trustees may designate for that purpose, and all withdrawals or monies from such account or accounts shall be made only by check signed by one (1) Trustee and the Trust Treasurer authorized in writing by the Trustees to sign such checks.

shall become:

...shall be made only by check signed by the Trust Administrator and the Trust Treasurer authorized in writing by the Trustees to sign such checks.

THESE CHANGES MUST BE SUBMITTED TO THE NPUT REPRESENTATIVE COUNCIL FOR APPROVAL IN ACCORD WITH:

IX. AMENDMENT OF DECLARATION OF TRUST

9.1 The Declaration of Trust may be amended from time to time by a majority vote of the Trustees and the Representative Council of the New Paltz United Teachers...

9.2 Any such amendment shall be in writing, and copies thereof shall be forwarded to the NPUT and all government agencies which may be required ... to be so notified.

9.3 Notwithstanding the foregoing, no amendment may be adopted which will be contrary to the laws governing trust funds of this nature, or be in conflict with the Collective Bargaining Agreement.

Please advise me as to when the Representative Council will have an opportunity to consider these amendments.

Thank you,