

AGREEMENT AND DECLARATION OF THE CLARKSVILLE
MONTGOMERY COUNTY INSURANCE TRUST

THIS AGREEMENT AND DECLARATION OF TRUST made this twelfth day of July, 2011 by and between the Clarksville Montgomery County Insurance Trust (hereinafter called the “Trustees”) and the Clarksville-Montgomery County Board of Education, (hereinafter called the “Employer”).

Witnesseth:

WHEREAS, the Employer desires to establish a plan providing employee benefits for it’s employees (hereinafter called the “employees”) such as group medical insurance and possibly other types of benefits such as group life, accidental death, disability income, tax deferred annuities, and other appropriate group insurances.

WHEREAS, to this end, and to the extent of its power to do so, the Employer desires to provide for the establishment of a Trust Fund to be maintained by contributions of the Employer and it’s employees for the benefit of it’s employees and to be known as the Clarksville-Montgomery County Board of Education Employees Insurance Trust Fund (hereinafter called the “Fund”) and,

WHEREAS, the Employer is desirous of authorizing the Trustees to undertake such action as is necessary to fulfill the purpose set forth above:

NOW, THEREFORE, in consideration of the premises, the Trustees declare that, subject to the final approval of the Employer, they will receive and hold the contributions of the Employer and it’s employees and the said Trustees declare that they will receive and hold any other monies or property which may come into their hands as Trustees hereunder (all such Employer contributions, employee contributions, monies and property being herein called the “Trust Estate”) with the following powers and duties, and for the following uses, purposes and trusts, and none other, to-wit:

1. The Trustees, in their names as Trustees, shall demand, collect, receive and hold such contributions as may be due the Trust Fund and payments from any source whatsoever and may take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity or in bankruptcy, as they deem necessary to accomplish the collection of such contributions or payments. Any insurance dividends or experience rating refunds, which may from time to time be received by the Trustees, may be held or used by them for the purposes of the Fund.
2. The Trustees shall deposit all monies received by them in such bank or banks as they may select for that purpose and may invest and re-invest, in such securities as are legal for the investment of trust funds under the laws of the State of Tennessee, such funds as they do not require for current expenditures. The Trustees may determine that checks drawn upon the bank account of the Trust Estate shall require the signature of two or three persons the Trustees may select, one of whom may be a person other than a Trustee to whom such a delegation of power may be made by the Trustees.
3. The Trustees shall contract an insurance company or service organization, duly authorized to conduct its business in the State of Tennessee, for the issuance of a policy or policies of employee benefits to be issued to the Trustees, providing such benefits for employees of the Employer as the Trustees in their sole discretion may from time to time determine. Such policies may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, from time to time, determine.
4. The Trustees shall use and apply the Trust Estate for the following purposes:
 - a. to pay or provide for payment of the premiums under policies of group insurance referred to in 3 above;
 - b. to establish and accumulate such reserve funds as the Trustees in their discretion deem necessary or

desirable for the proper administration of the Trust herein created;

- c. to pay or provide for the payment of all the reasonable and necessary expense of administering the affairs of the Trust, as the Trustees, in their sole discretion, find necessary or appropriate in the performance of their duties.
5. The Trustees shall have the right to require such reports as may be necessary to the fulfillment of the Trust Agreement and the contracts of insurance.
6. During the continuance of this Trust, neither the Employer, nor any employee of the Employer, nor any person claiming by, through or under any one of them shall have any right, title or interest in or to the Trust Estate or any part thereof; except as provided in Item #9 of this agreement relative to the elected representative of the professional employees and Board of Education.
7. The Trustees are empowered, should they deem it necessary, to terminate the existing insurance contracts and to replace same with contracts of other duly licensed insurance carriers and/or to cause to be altered, amended or modified the aforesaid contracts of insurance in such fashion as they deem expedient. Such termination, alteration, amendment or modification of aforesaid contracts of insurance shall not bind the employer to any specific contribution or rate of contribution in excess of previous contributions or rates of contributions of the Employer.
8. The Trustees shall be protected in acting upon any paper or document believed by them to be genuine and to have been made, executed or delivered by the party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of counsel in connection with any matter pertaining to the administration or execution of this Trust. The Trustees shall not be liable for any action taken or omitted by them in good faith not for the act of any agent, employee or attorney selected by the Trustees with reasonable care. No Trustee shall be liable for any act or omission of any

other Trustee. The Trustees may delegate any of their ministerial powers or duties hereunder to any of their agents or employees.

9. The trusteeship shall be composed of sixteen (16) members, whose terms of office shall be (two) years and shall be so staggered that the term of eight (8) members expires every year. Members may succeed themselves for two consecutive terms and may be reappointed after being off a term. The Director of Schools shall appoint three (3) administrative members to serve as representatives of the Board of Education. These administrative Board representatives shall serve until replaced by the Director. Eight (8) members shall be representatives of the Professional Employees of the Board and shall be selected as outlined in Appendix A. Two (2) members shall represent the Support Staff under a plan adopted by the Support Staff. Two (2) members shall be representatives of the Montgomery County Employees appointed by the County Executive, with the approval of the County Commission. One (1) member as On-Site Medical Administrator. In the event that the Montgomery County Employees choose not to participate, these members shall be appointed by the Board of Education. Of the original members of the Trusteeship seven (7) shall serve for one year and eight (8) shall serve for two (2) years. The length of term for each of the original member is to be determined by random drawing. Thereafter, as vacancies occur by expiration of term, members shall be appointed and elected for a term of four (4) years. Appointments or elections to fill other vacancies shall be for the remainder of the term of the former member. (Terms shall begin July 1, and end June 30. Original terms shall be considered as having begun as of July 1, 1982.) (Revised September 2006.)
10. The initial Trustees named in the first paragraph of the Agreement and Declaration of Trust shall serve until the appointments and selections outlined in paragraph #9 shall be accomplished.

11. A Trustee may resign by an executed, written instrument to that effect delivered to the remaining Trustees.
12. In the event of the resignation, death, disqualification, disability or refusal to act of a named Trustee, or his successor, a Successor Trustee shall be appointed by the Employer, in the case of appointed trustees, and by selection as outlined in #9 above in the case of the selected member. Each Trustee shall be entitled to one vote and the Trustees shall elect their own chairman. To conduct business a quorum is defined as a simple majority of membership. Decisions of the Trustees shall be made by the majority of the Trustees present. The Trustees shall meet as often as they deem necessary but at least once annually. Any two Trustees may 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 each Trustee. Meetings of the Trustees may also be held at any time without notice if all of the Trustees consent thereto. Due notice of changes in the Board of Trustees shall be filed by the Trustees with the insurer. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees, acting in the manner herein provided, to administer the affairs of the Trust.
13. Any Successor Trustee appointed or selected as herein above provided shall, upon his acceptance in writing of the terms of the Trust, be vested with all the rights, powers and duties of his predecessor.
14. No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property constituting the Trust Estate, or to see that the terms of this Trust have been complied with, or shall be obliged to inquire into the necessity or expediency or any act of Trustees, and every instrument executed by the Trustees shall be conclusive that (1) at the time of the delivery of said instrument the Trust hereby created was in full force and effect; that (2) such instruments were executed in accordance with the terms and conditions contained in the Trust Agreement; and that (3) the Trustees were duly authorized and

- empowered to execute any such instrument. The receipt given by the Trustees for any monies or other property received by them shall effectually discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see to the application, or be answerable for the loss or misapplication, thereof.
15. The provisions of this agreement may be amended at any time by an instrument in writing executed by the Trustees, subject to approval writing by the Employer; provided, however, that no amendment shall alter or negate the primary purpose of this Trust which is to provide insurance protection for the employees of the Employer.
 16. The Trustees, with respect to all their official transactions, shall keep true and accurate books of account and records which shall be audited not less often than annually by a Certified Public Accountant.
 17. The Trustees shall have the power to make adopt, amend and repeal rules and regulations to carry out the provisions hereof. The Trustees are empowered to adjust, in their discretion, any claims brought by or against them as Trustees and to institute such legal proceedings as they, in their discretion, deem necessary.
 18. In the event that the Employer decides to discontinue making further contributions to the Fund, the Trustees shall apply the Trust Estate to the purposes herein stated. Any balance which cannot be so applied shall be utilized for such other purposes as, in the opinion of the Trustees, will best fulfill the general purposes hereof. Upon the disbursement of the entire Trust Estate, this Trust shall terminate.
 19. All Trustees, and such of their employees whose duties entail the handling of funds shall obtain fidelity bonds in the amounts which (and from such surety companies as) shall be determined by the Trustees. The cost of the premiums for bonds shall be paid out of the Trust Fund.
 20. This Trust is created and accepted in the State of Tennessee and all questions pertaining to the validity or construction of said Trust shall be determined in accordance with the laws of the State of Tennessee.

21. In exercising the powers and authority imposed upon them by this instrument, the Trustees are exercising the powers, authority and functions of the Clarksville-Montgomery County Board of Education and all actions of the Trustees are subject to the approval of such Board of Education and the administration of the Trust Fund and the performance of all other functions provided for in this instrument are done by the Trustee as an instrumentality of the said Clarksville-Montgomery County Board of Education which shall have the ultimate authority in all determinations and decisions with reference to all matters contained herein.
22. The Trustees, subject to the limitations on their powers hereinabove set out, shall have the authority to receive and hold the contributions of Montgomery County and its employees for the purpose of providing identical or similar benefit programs for the employees of Montgomery County.
23. The Trustees, subject to the limitations on their powers hereinabove set out, shall have the authority to receive and hold the contributions of retired eligible employees for the purpose of providing identical or similar benefit programs for the retired eligible employees.

IN WITNESS WHEREOF, and as evidence of its agreement to the provisions herein contained, the Employer has executed this agreement on the day and date first above written.

This agreement was approved by the Board of Education on the 12th day of July, 2011.

Updated 7/13/2011

AGREEMENT AND DECLARATION OF THE CLARKSVILLE MONTGOMERY COUNTY INSURANCE TRUST

Appendix A

The Director of schools shall appoint eight certified Trust members. Seven members will be recommended by principals and one will be appointed as follows:

Three elementary teachers from the HS/MS feeder groups: WCHS, KHS, NWHs

Two middle school teachers from the HS/MS feeder groups: CHS, RHS

Two high school teachers from the HS/MS feeder groups: MCHS, NEHS

One appointed by Director of Schools until next complex is opened. After complex is opened, Principal will make appointment.

The term length will be four years beginning August 2011. The exceptions noted below will be for two years beginning August 2011 and four years thereafter.

*These were assigned by random draw with Leigh Ann Parr, B. J. Worthington, and Bruce Jobe as witnesses on June 16, 2011 for the purpose of developing a proposal to be reviewed by Senior Leadership and submitted to the Board of Education for approval.

Feeder Groups

MCHS/MCMS 2 year

CHS/RiMS 4 year

RHS/RMS 2 year

CHES

EMES

Sango

MCES

Barksdale

ROES

NSES

Moore Magnet

SBES/Burt

NEHS/NEMS 2 year

WCHS/WCMS 4 year

Director's assignment 2 year

NEES

WCES

Glenellen

Barkers Mill

Hazelwood

KHS/KMS 4 year

NWHs/NPMS 4 year

KES

Woodlawn

Ringgold

Liberty

BDES

Minglewood