



**District School Committee Meeting**  
**June 18, 2024**  
**Approved Meeting Minutes**

**A. Pledge of Allegiance**

**B. Call to Order: Time: 7:05 PM**

**Members in Attendance:** Carl Walker – Avon, Mark Driscoll (Vice Chair) – Canton, Tom Polito – Dedham, Taryn Mohan (Secretary) – Holbrook, Clinton Graham – Milton, Kevin Connolly (Chair) – Norwood, Karen Graves – Randolph, and Chuck Gisondi – DSC Treasurer

**Members not in Attendance:** Eric Erskine – Braintree (at Braintree Town Meeting), and Sheila Vazquez, Westwood

**Administration in Attendance:** Jill Rossetti – Superintendent-Director, Jill Brilhante – Business Manager, and Geoff Zini – Principal

Mr. Driscoll took a few minutes to address the Committee Members, Staff and Audience in attendance. He apologized for the tone and unprofessional behavior that has been prevalent during the past few meetings. He stressed that the Committee will continue to take steps to ensure that this does not happen in the future and asks for patience while we move forward.

**C. Public Comment: Sarahkate Sullivan: Milton, Boosters**

- 1) Ms. Sullivan spoke once recognized by the Chair. She stated that her three children attend Blue Hills and that her family loves the school. She stated that the teachers are engaging, Administration is wonderful and that she is so grateful that her children have the opportunity to be in this school. She said her children are excited about learning now and look forward to attending classes which has not always been the case. She feels that the school demonstrates daily that the student's success is the priority. She further stated that the administration is responsive and that her experience with staff, administration, her work with the Boosters demonstrates the school values every day. She said that she was glad Mr. Driscoll opened up the meeting addressing the atmosphere and tone of these past meetings because she has been uncomfortable observing this in the audience. She said Ms. Rossetti is a wonderful School Leader. Those who work with her, DESE and other governing bodies all agree that she has brought Blue Hills up to a new level. She said this was all possible under Ms. Rossetti's leadership and presented her with some flowers and thanked her on behalf of her children and self.

**D. Treasurer's Report and Warrant:** Chuck Gisondi

Vote Required for the following Warrants:

Warrant # 25 for \$ 802,694.40 Voucher numbers 1089 - 92

Warrant # 26 for \$1,128,244.36 Voucher numbers 1093 – 95

**Motion to approve Warrant Numbers 25 and 26:** Taryn Mohan, Holbrook

**Second:** Tom Polito, Dedham

**Discussion:** None

**Vote:** Motion carried unanimously by those members in attendance.

OPEB: (Second vote required)

Second Vote and Committee signatures on contract required.

Members in attendance signed the contract and those members not in attendance will be asked to sign it tomorrow.

A vote to approve the contract as presented was requested by Chuck Gisondi, DSC Treasurer

**Motion to approve OPEB contract as presented:** Tom Polito, Dedham

**Second:** Mark Driscoll, Canton

**Discussion:** None

**Vote:** Motion to approve OPEB Contract carried Unanimously by those members in attendance.

**E. Minutes Approval:** (Vote is Required) April

23, 2024 (Revised)

May 21, 2024 (Revised)

There was a short discussion as to whether or not to approve the minutes as written. It was decided that if requested changes were made in April 23<sup>rd</sup> minutes were made, they were ok to be voted on and that the May 21<sup>st</sup> minutes has to have a roll Call Vote updated to reflect the number of members in attendance (off by one)

**Motion to approve the DSC minutes for April 23, 2024 and May 21, 2024** with the corrections listed above made: Taryn Mohan, Holbrook

**Second:** Kevin Connolly, Needham

**Discussion:** None

**Vote:** Motion to approve the DSC Minutes with the corrections discussed carried unanimously by those members in attendance

**F. Superintendent's Report:** Jill Rossetti, Superintendent-Director (See Attachment)

- Retiree Recognition

The Superintendent informed the Committee that four teachers have resigned this year, They are as follows: Jane O'Malley, Don Conaghan, Joanne Wayland, and Caroline Dynan.

Joining them are Donna Theodore, Practical Nurse Coordinator and Lucy Tavares, Cafeteria Worker.

The teachers will be recognized at the end of year faculty meeting.

- Donations Approval

The Superintendent asked that the committee approve the donation of a tractor to Automotive Technology. The instructor wants to use it as a learning tool for the Freshmen next year.

**Motion to approve Donations of a tractor for Auto Tech:** Clinton Graham, Milton

**Second:** Mark Driscoll, Canton

**Discussion:** None

**Vote:** Motion was carried unanimously by all members in attendance.

**G. DSC Chair Report:** Kevin Connolly, Norwood

- DSC Organization for the 60<sup>th</sup> District School Committee (Chair, Vice Chair, and Secretary)  
Please see the attached voting forms.

The Officers for the Sixtieth District Committee is as follows: (See Election Attachment from DSC Secretary Taryn Mohan)

Chair: Kevin L. Connolly

Vice Chair: Mark Driscoll, Canton

Secretary: Taryn Mohan, Holbrook

- Mileage Forms: (See Attachments) one in each folder, forms will be emailed out to all members for use

The Chair introduced the new Mileage form that DSC Members will need to submit for mileage reimbursement commencing immediately. He asked the committee to check their folders for a copy of the form. He also stated that the second page has the approved mileage listed for every member to use for monthly meeting and the MASS/MASC Joint Conference meeting for those attending. This is being done to satisfy accounting practices. A member, Dedham, said that he had never had to do this in the past and that the old secretary (five + years ago) always did member mileage. Again, it was stated that we are moving forward using the mileage reimbursement form to satisfy sound business/accounting practices for the school.

- MOA, signature sheets for the Teacher's Agreement, must be signed (2 copies) Members in attendance were all asked to sign the Teachers MOA. Those members not in attendance will be asked to come in and sign the document.

**H. DSC Sub-Committee Reports:**

- **Personnel and Negotiations Sub-Committee:** Tom Polito, Dedham  
MOA was signed (See letter G)  
Negotiations have begun for the BHAA, and SEIU groups.



**Evaluation Sub-Committee Report:** Taryn Mohan, Holbrook

**Evaluations: Annual**

Superintendent-Director

DSC Treasurer

Recording Secretary

Written evaluations for the Superintendent, DSC Treasurer, and Recording Secretary were handed out by Taryn Mohan, Chair of Evaluation Sub-Committee. Each position had a quick review, all very good. Each person was thanked by the Committee for a job well done.

- **Policy Sub-Committee:** Tom Polito, Dedham

Update and second Readings (DJE and DBJ): Done All are set to move on to third and final reading in July. A vote is required to move to 3<sup>rd</sup> and final reading:

**For Policy DJE (See Attached)**

**Motion to advance to 3<sup>rd</sup> reading in July:** Mark Driscoll, Canton

**Second:** Clinton Graham, Milton

**Discussion:** None

**Vote:** Motion to advance (DJE) to 3<sup>rd</sup> and final reading carries unanimously by those members in attendance.

**For Policy DBJ (See Attached)**

**Motion to advance to 3<sup>rd</sup> reading:** Tom Polito, Dedham

**Second:** Clinton Graham, Milton

**Discussion:** None

**Vote:** Motion to advance (DBJ) to 3<sup>rd</sup> and final reading carries unanimously by those members in attendance.

**I. Administration Reports:**

**1. Principal's Report:** Geoff Zini

- Summer School Plans and Personnel

Mr. Zini stated that the end of year was closing in fast with Thursday (6/20) being the last day.

The Principal went on to say that Summer School Sessions would run from July 16<sup>th</sup> to August 15<sup>th</sup>. It would run three days a week (Tuesday through Thursday), for two hours a day. There will be approximately 17 students participating.

**2. Business Manager Report:** Jill Brilhante (See Attachments) - Building

Insurance Update:

Ms. Brilhante expressed to the committee that the insurance was going to increase 2% for FY 25. This increase was actually less than expected.

- Ms. Brilhante reviewed the budget and changes that the House Senate approved. She then went on to discuss that 8 of the 9 district towns have approved the BH budget without question and Braintree's town meeting is tonight. Eric Erskine is in attendance and will let the Superintendent know when it passes.



- She then introduced the topic of the cafeteria repair update. The cost to repair the floor has gone up because the cost of materials has gone up. The cost for the floor repair went from \$59,000. to \$69,075. Although she doesn't need it, Ms. Brilhante is asking the DSC to approve this repair. The funds to cover this expense is in the budget.

**Motion to approve the bid to repair the Café Kitchen floor:** Mark Driscoll, Canton

**Second:** Clinton Graham, Milton

**Discussion:** None

**Vote:** Motion to approve the new cost to repair the Cafeteria kitchen Floor carried unanimously by those members in attendance.

Ms. Brilhante further reported on the Budget in general and how the House and Senate have approved an increase in the Chapter 70 funding allotment and how that looks for Blue Hills. In addition, the per pupil allotment has increased bringing in an additional \$68,672 as well and another \$ 9,274 from the Governor's Local Aid budget.

**J. Unfinished Business: None**

**K. New Business Topics: None**

**L. Member Polito:**

Recording Secretary: Member Polito brought up that Blue Hills used to employ their own secretary. Once "cost" became an issue, the DSC voted to use the model most district schools use (using the Superintendent's Assistant to capture meeting notes and other DSC Recording Secretary responsibilities) He would like to discuss revisiting old model.

Mr. Polito said the old Recording Secretary did everyone's mileage reimbursement and doesn't see why it can't remain this way. For proper accounting practices, the written request (in this case a mileage sheet) must be submitted to the Recording Secretary from the DSC Member to be reimbursed. Chair Connolly said everyone had to follow the new system.

Before this went further, Mr. Driscoll suggested the discussion happen outside of the general meeting. It was agreed that an Ad Hoc committee would be established to review this. Ms. Mohan will arrange.

**Motion to form an Ad Hoc committee to review the Recording Secretary position:** Mark Driscoll, Canton

**Second:** Clinton Graham, Milton

**Discussion:** None

**Vote:** Motion to form an Ad Hoc Committee to review the Recording Secretary Position carries:

Yes: 6

No: 0

Abstention: 1 (Randolph)

b. School to Careers: Revisit Advisory Board question

Member Polito wanted to discuss oversight of the STC Program. Ms. Rossetti, through the chair, read a statement representing STC and that the program is running successfully under the leadership of Jonathan Pryor and that it is felt by BH Administration that the program falling under the Vocational umbrella for oversight (Curriculum) fulfills the oversight objective the DSC might desire. The DSC agreed.

**Motion to have the STC Program be overseen via the Vocational Department, and reported on via Curriculum Sub-Committee as needed:** Mark Driscoll, Canton

**Second:** Clinton Graham, Milton

**Discussion:** None

**Vote:** Motion carries unanimously by those members in attendance.

**M. Executive Session:** NO

**N. Future Business:**

The next DSC meeting is Tuesday, July 23, 2024

Member Graham, Milton, asked if there were plans in action to move the DSC meetings to a Hybrid Model. He was reminded that it was at one point on the table but the cost was prohibitive and the DSC voted that meetings would move forward in an "In Person" model. Mr. Graham asked members to think about it because we are a technical school and it is the way of the future.

**O. Adjournment:** (Vote Required) 8:30 PM

**Motion to Adjourn:** Kevin Connolly, Norwood

**Second:** Karen Graves

**Discussion:** None

**Vote:** Motion to adjourn carries unanimously by those members in attendance.

Minutes Prepared by: Pamela Donnellan, Administrative Secretary to the Superintendent-Director  
And the Recording Secretary

Minutes Approved by the DSC July 23, 2024

BLUE HILLS REGIONAL TECHNICAL SCHOOL DISTRICT  
OTHER POST- EMPLOYMENT BENEFITS ("OPEB")  
DECLARATION OF TRUST AND AGREEMENT

DECLARATION OF TRUST AND AGREEMENT made this 18th day of June\_2024 between the Blue Hills Regional Technical School District (the "District"), acting through the Blue Hills Regional Technical School District Committee (the "School Committee") and the duly serving Trustee.

WHEREAS, on May 21, 2024, the School Committee voted to accept the provisions of M.G.L. c. 32B, §20 to provide certain OPEB, other than pensions, for eligible Retired Employees of the District and their Dependents and/or beneficiaries, a copy of which vote is attached hereto in Appendix A; and

WHEREAS, the District wishes to establish an irrevocable trust to be known as the "the Blue Hills Regional Technical School District OPEB Liability Trust Fund" (the "Trust") for the purpose of funding OPEB obligations as required to be reported under G.L. c.32B and the Governmental Accounting Standards Board ("GASB") statements in relation to OPEB; and

WHEREAS, the Trust is established by the District with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code (defined below) and the regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the District and the Trustee hereby establish the Trust and agree as follows:

ARTICLE 1

DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. "Act" shall mean G.L. c.32B, §20, as amended from time to time.
- 1.2. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.3. "Dependents" shall mean a Retired Employee's spouse, a Retired Employee's unmarried children under 19 years of age and any child 19 years of age or over who is mentally or physically incapable of earning the child's own living; provided, however, that any additional premium which may be required shall be paid for the coverage of such child 19 years of age or over; provided further, that "Dependents" shall also include an unmarried child 19 years of age or over who is a full-time student in an educational or vocational institution and whose program of education has not been substantially interrupted by full-time gainful employment, excluding service in the armed forces; provided further, that any additional premium which may be required for the health insurance coverage of such student shall be paid in full by the Retired Employee. The standards for such full-time instruction and the time required to complete such a program of education shall be determined by the appropriate public authority.



- 1.4. (Intentionally Omitted)
- 1.5. "GASB 74 and 75," shall mean Governmental Accounting Standards Board, Statement No. 74 (Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans) and Statement No. 75 (Accounting and Financial Reporting Postemployment Benefits Other Than Pensions).
- 1.6. "General Law" shall mean a law that is permanent in nature and of general application.
- 1.7. "OPEB Fund" shall mean all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.
- 1.8. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 74 and 75 (and/or including relative revisions or rescissions to those specific Statements, and subsequently issued GASB Statements applicable to OPEB administration, management, and reporting) including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.9. "Retired Employees" shall mean those persons who have retired from employment with the District and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.
- 1.10. "Special Law" shall mean a law addressed to a particular situation, circumstance or entity that does not establish a rule of future conduct with any substantial degree of generality and may provide ad hoc benefits of some kind for an individual or entity or a number of them.
- 1.11. "Trust" shall have the meaning set forth in the preamble.
- 1.12. "Trust Agreement" shall mean this Declaration of Trust and Agreement.
- 1.13. "Trustee" shall mean the duly serving trustee designated by the District, as provided pursuant to Article 5, and any successor Trustee.

## ARTICLE 2

### PURPOSE

- 2.1. The Trust is created for the sole purpose of holding assets to provide funding for OPEB, as determined by the District, or as may be required by a collective bargaining agreement, or by any General Law or Special Law providing for such benefits, for the exclusive benefit of the District's Retired Employees and their Dependents and/or beneficiaries and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted for any other purpose, except as expressly provided herein.
- 2.2. It is intended that the Trust shall meet the specified criteria set forth in GASB 74 and 75 and that it qualifies as an integral part of the District for all purposes under Section 115 of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

2.3. In fulfillment of the above-stated purpose, the Trust may engage in any lawful act or activity for which a trust may be formed under the Act and Massachusetts law, including, without limitation, holding and managing the Trust and engaging in all activities and transactions as deemed reasonably necessary, advisable, or convenient in connection with holding and managing the Trust in accordance with the conditions set forth herein.

### ARTICLE 3

#### ESTABLISHMENT OF TRUST

3.1. To implement and carry out the provisions of the Act, the District hereby establishes this Trust which shall be known as the "Blue Hills Regional Technical School District OPEB Liability Trust Fund."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the District until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the office of the Treasurer of the District located at Blue Hills Regional Technical School, 800 Randolph Street, Canton, MA 02021.

3.4. The Trustee hereby accepts the duties imposed by this Trust Agreement and agrees to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustee shall hold legal title to all property of the Trust and neither the District, nor any employee, official, or agent of the District, nor any individual, shall have any right, title, or interest to the Trust.

3.6. The Trust shall consist of such assets as shall from time to time be paid or delivered to the Trustee by the District, which together with all earnings, interest, profits, increments and accruals thereon, without distinction between principal and such income, shall constitute the Trust hereby created and established. Nothing in this Trust Agreement requires the District to make contributions to the Trust to fund OPEB. Any obligation of the District to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB. Any contributions made by the District or by non-employer contributing entities and the earnings on those contributions are irrevocable.

### ARTICLE 4

#### TRUST FUNDING

4.1. The OPEB Fund shall be credited with all amounts appropriated or otherwise made available by the District and employees of the District as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the District, or any other funds donated, gifted, or granted specifically to the District for the Trust, or to the Trust directly, without distinction.

4.2. The Trustee shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB determined by the District.

4.3. The Trustee shall have no duty, expressed or implied, to compel any contribution to be made by the District, but shall be responsible only for the corpus received and held by the Trustee under this Trust Agreement.

4.4. The District shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the District's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the District's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the District for such purposes.

4.5. The obligation of the District to pay or fund OPEB obligations, if any, shall be determined by the District or applicable law. Distributions of the corpus of the Trust are not debts of the District within the meaning of any constitutional or statutory limitation or restriction. The District's obligation to pay OPEB is not a debt of the Trust.

4.6. Earnings or interest accruing from investment in the Trust shall be credited to the Trust. Amounts in the OPEB Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the District for OPEB obligations to Retired Employees and their Dependents and/or beneficiaries, and defraying the reasonable expenses of administering any plan providing OPEB as provided for in this Trust Agreement.

4.7. Amounts in the OPEB Fund shall in no event be subject to the claims of the District's creditors, general or otherwise. The OPEB Fund shall not in any way be liable to attachment, garnishment, assignment, or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the District, or of Retired Employees or their Dependents and/or beneficiaries who are entitled to OPEB.

## ARTICLE 5

### TRUSTEE

5.1. The Trust shall be administered by a Trustee, who shall be the Treasurer of the District, as having been duly designated as the Trustee by a vote of the School Committee.

5.2. Upon retirement from or sooner termination or removal from employment with the District or from the position of Treasurer, the position of Trustee shall be deemed vacant.

5.3. In the event the position of Trustee is vacant, or the Trustee is otherwise unable to serve, the District shall appoint a Temporary Trustee until the position of Treasurer is filled or the Trustee is able to serve.

5.4. Each future Trustee shall accept in writing the office of the Trustee and the terms and conditions of this Trust Agreement.

5.5. Upon leaving the office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office all records, documents, or other documents in its possession or under its control belonging to the Trust.



## ARTICLE 6

### POWERS OF THE TRUSTEE

6.1. The Trustee shall have the general supervision of the management, investment, and re-investment of the OPEB Fund and shall have the power to control and manage the Trust and the OPEB Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary or advisable to administer the Trust and the OPEB Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Trust Agreement, the powers of the Trustee, in connection with managing and controlling the Trust and the OPEB Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustee from the OPEB Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustee may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustee shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustee concerning the investment and management of the OPEB Fund.

6.1.4. With prior approval from the District, to borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustee shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the OPEB Fund; and no person lending such money shall be obligated to see that the money loaned is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing. The Trustee is not permitted to loan money from the OPEB Fund.

6.1.5. To hold cash, uninvested, for such length of time as the Trustee may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustee may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustee is entitled to rely upon and may act upon the opinion or advice of any attorney approved by the

Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustee.

6.1.7. To hire employees or independent contractors as the Trustee may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the OPEB Fund.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, of all the title, powers, discretions, rights, and duties conferred or imposed upon the Trustee hereunder, by any by-laws adopted by the Trustee or by applicable law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the OPEB Fund and to authorize other appropriate persons to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports on the financial condition and of the receipts and disbursements of the Trust and the OPEB Fund.

6.1.12. To adopt by-laws, investment policies, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as deemed advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called directors and officers' liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustee, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts the Trustee may deem necessary or advisable.

6.1.15. To accept and/or receive gifts, grants, contributions, or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or OPEB Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.18. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the OPEB Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.19. To serve as custodian with respect to the Trust assets, in accordance with the Act.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. If so authorized in accordance with G.L. c. 32A, §24 and the Act, take all steps necessary to invest the OPEB Fund in the State Retirement Benefits Trust Fund, established in G.L. c. 32A, §24.

6.1.22. To do all acts, whether or not expressly authorized herein, which the Trustee may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

## ARTICLE 7

### APPROPRIATIONS FROM THE OPEB FUND

7.1. Appropriations of amounts to the OPEB Fund may be made only in the annual budget submitted to the District member cities and towns for approval.

7.2. Amounts in the OPEB Fund may be appropriated by a two-thirds vote of the District Board to pay OPEB upon certification by the Trustee that such amounts are available in the Fund. The Trustee after consulting with the Board of the District shall determine the amount to be appropriated from the Fund to the annual budget for OPEB. The trustee shall take diligent steps to certify those funds as available for appropriation by the District, or will be available by the time the appropriation would become effective or provide an explanation why the funds are or will not be available or should not be made available.

## ARTICLE 8

### LIMITATION OF TRUSTEE'S POWERS, DUTIES AND RESPONSIBILITIES

8.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee other than those set forth in this Trust Agreement.

8.2. The Trustee shall: (a) act in a fiduciary capacity;(b) discharge the duties of the Trustee for the primary purpose of enhancing the value of the OPEB Fund; (c) act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise with like character and with like aims; and (d) diversify the investments in the fund to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.



8.3. The Trustee shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under applicable state law.

8.4. The Trustee shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustee as herein provided or for any loss to or diminution of the OPEB Fund or for anything done or admitted to be done by the Trustee with respect to the Trust Agreement or the OPEB Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

8.5. The Trustee may purchase as an expense of the OPEB Fund liability insurance for the Trustee or any other fiduciary selected by the Trustee as may be reasonable. The District, in its discretion, also may purchase liability insurance for the Trustee, and as the District may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

8.6. The District shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustee, any insurance company, or any beneficiary of the OPEB Fund. The Trustee shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the District, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

8.7. Neither the Trustee nor the District shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

8.8. The Trustee shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

## ARTICLE 9

### LIABILITY OF THE TRUSTEE

9.1. The Trustee shall not be personally liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith and with the reasonable care typically exercised by trustees of similarly situated trust funds, nor for any action taken or omitted by any agent or employee selected with reasonable care, and the duties and obligations of the Trustee hereunder shall be expressly limited to those imposed upon the Trustee by this Trust Agreement.

9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3. In any civil action brought against the Trustee, acting within the scope of the Trustee's official duties, the defense or settlement of which is made by legal counsel for the District, the Trustee shall be

indemnified from the OPEB Fund for all expenses incurred in the defense thereof and for damages to the same extent as provided for public employees in G.L. c. 258. No Trustee shall be indemnified for expenses in an action or damages awarded in such action in which there is: (a) a breach of fiduciary duty, (b) an act of willful dishonesty, or (c) an intentional violation of law by the Trustee.

## ARTICLE 10

### TAXES AND EXPENSES

10.1. It is intended that the Trust will be a Code Section 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustee shall use the assets of the OPEB Fund to pay for any taxes owed.

10.2. All reasonable costs and expenses of managing and administering the Trust and the OPEB Fund, and reimbursement for reasonable fees incurred through the use of third-party vendors or agents, shall be paid from the OPEB Fund unless the District chooses to pay the expenses directly.

## ARTICLE 11

### ACCOUNTS

11.1. The Trustee shall keep complete and accurate accounts of all the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7, clause 26th, as amended from time to time, and their implementing regulations. The person or persons designated by the District shall be entitled to inspect such records upon request at any reasonable time.

11.2. The books and records of the Trust shall be audited annually in accordance with accepted accounting practices by an independent auditor, which is an independent public accounting firm within the meaning of the American Institute of Certified Public Accountants' Code of Professional Conduct. The results of the audit shall be provided to the District at the same time as it is presented to the Trustee.

## ARTICLE 12

### ANNUAL REPORTS

12.1. The Trustee shall furnish to the District annually by the end of the fiscal year, or more frequently if the District so requests, a statement of account showing the condition of the OPEB Fund and all investments, sales, income, disbursements and expenses of the Trust and the OPEB Fund.

12.2. The District shall comply with the requirements of G.L. c. 32B, §20A with regard to filing reports with the Commonwealth of Massachusetts Public Employee Retirement Administration Commission.

## ARTICLE 13

### INVESTMENT OF TRUST FUNDS

13.1. The Trustee hereby authorizes and directs the District Treasurer to invest and reinvest the amounts in the OPEB Fund not needed for current disbursement, consistent with Sections 6.1.21 and 8.8 above.

## ARTICLE 14

### CUSTODY OF THE TRUST FUNDS

14.1. The Trustee shall be the custodian of the OPEB Fund and shall be bonded in any additional amounts necessary to protect fund assets as required by the Act or in such higher amounts as deemed necessary by the Trustee.

14.2. All funds in the OPEB Fund shall be accounted for and reported separately from all other funds of the District.

14.3. The Trustee shall establish one or more checking accounts, which may be interest bearing or non-interest-bearing accounts. Such checking account or accounts shall be funded solely from the OPEB Fund, and the Trustee may draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

## ARTICLE 15

### TERMINATION OF TRUST

15.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by the Trustee, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the District.

15.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustee, the net assets of the Trust shall be transferred to the District and held by the District Treasurer to be used exclusively for providing OPEB to Retired Employees and their Dependents and/or beneficiaries and for no other purpose.

15.3. The powers of the Trustee shall continue until the affairs of the Trust are concluded.



## ARTICLE 16

### AMENDMENTS

16.1. The Trust may only be amended as set forth herein. The District may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB statements concerning OPEB trust funds to be treated as funded through a qualifying trust or equivalent arrangement.

16.2. This Trust Agreement may be amended, but not revoked, from time to time by the District, subject to the following limitations:

16.2.1. The assets of the Trust may not be used for or diverted for any other purposes prior to satisfaction of the District's OPEB obligations, and reasonable expenses of administering the Trust.

16.2.2. The duties and liabilities of the Trustee cannot be changed substantially without the Trustee's written consent.

16.3 Any amendment to this Trust Agreement shall be executed in writing.

## ARTICLE 17

### MERGER

17.1. The District may provide for the merger of the Trust with one or more other trusts established by the District or other government entities for similar purposes as may be provided by law.

## ARTICLE 18

### SEVERABILITY OF INVALID PROVISIONS

18.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement and the remaining parts of the Trust Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

## ARTICLE 19

### MISCELLANEOUS

19.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

19.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

19.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustee, or as to whether or not the Trustee has acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustee may act upon any advice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The Trustee's certification that the Trustee is acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

19.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart, which counterparts may be executed and/or transmitted electronically via facsimile, email of a portable document format (PDF), or other electronic means.

19.5. Until advised to the contrary, the Trustee may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement, or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Blue Hills Regional School

District Committee Members:

\_\_\_\_\_  
Kevin L. Connolly, *Chair* / Norwood

\_\_\_\_\_  
Mark T. Driscoll, *Vice-Chair* / Canton

\_\_\_\_\_  
Taryn M. Mohan, *Secretary* / Holbrook

\_\_\_\_\_  
Carl Walker / Avon

\_\_\_\_\_  
Eric C. Erskine / Braintree

\_\_\_\_\_  
Thomas R. Polito, Jr. / Dedham

\_\_\_\_\_  
Clinton Graham / Milton

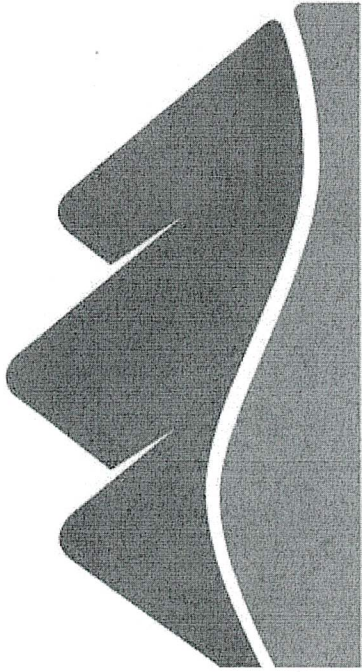
\_\_\_\_\_  
Karen Graves / Randolph

\_\_\_\_\_  
Sheila C. Vazquez / Westwood

Blue Hills Regional School District  
Treasurer:

\_\_\_\_\_  
Charles J Gisondi





# **BLUE HILLS**

## **REGIONAL TECHNICAL SCHOOL**

June 18, 2024  
Superintendent-Director Report  
Jill Rossetti

# Retiree Recognition

Jane O'Malley, Social Studies Lead Teacher

Don Conaghan, Computer Information Systems and Networking

Joanne Wayland, Design and Visual Communications

Caroline Dynan, Librarian

Donna Theodore, Practical Nurse Coordinator

Lucy Tavares, Cafeteria

THANK YOU



# LPN Graduation

June 20th at 4 PM





# Decommission and/or Donations (approval)

- One Donation of a Tractor to Automotive Technology
  - Instructor to use with next year's freshmen

