

LINCOLNWAY AREA AFFILIATION  
OF  
PARTICIPATING SCHOOL DISTRICTS  
EMPLOYEE BENEFIT TRUST FUND AGREEMENT  
AMENDMENT AND RESTATEMENT OF TRUST

ARTICLE I  
NAME AND EFFECTIVE DATE

The Lincolnway Area Affiliation of Participating School District Employee Benefit Trust Fund created May 1, 1977, as amended on October 27, 1987, and April 18, 2004, known as and d/b/a the Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust Fund, is hereby amended and restated this 5<sup>th</sup> day of August, 2022, as follows.

ARTICLE II  
DEFINITIONS

SECTION 1 - TRUST AGREEMENT

The term "Trust Agreement" shall mean the Agreement and Declaration of Trust made the 1st day of May, 1977, and subsequently amended and restated this 5<sup>th</sup> day of August, 2022.

SECTION 2 - EMPLOYER OR EMPLOYERS

The term "Employer" or "Employers" shall mean the Employers who are Members of the Trust and are Beneficiaries thereof.

SECTION 3 - EMPLOYEES

The term "Employees" shall mean those persons employed on a full-time basis by the Employers.

SECTION 4 - TRUST FUND

The term "Trust Fund" shall mean the Trust Estate as it may from time to time be constituted, including all policies of insurance of whatsoever kind or nature, together with all dividends, refunds and other sums payable to the Trustees with respect to such policies, investments, the income from any and all investments, Employer contributions and any and all other property or money received or held by the Trustees for the uses and purposes of this Trust Agreement.

#### SECTION 5 - PLAN

The term "Plan" shall mean any self-funded or insured plan which provides health care benefits which is contracted for by the Trustees pursuant to the Trust Agreement, including any amendments or riders thereto.

#### SECTION 6 - TRUSTEES

The term "Trustees" shall mean those individuals elected or appointed according to the provisions of this Trust Agreement and their successors. Any such Trustee shall be an active Superintendent, Director, or Chief Executive Officer of an Employer.

#### SECTION 7 - FAMILIES AND DEPENDENTS

"Families and Dependents" of Employees shall mean the spouse of an eligible Employee and any children fulfilling the age and other requirements as required by law and as set out in the plan document as determined by the Trustees.

#### SECTION 8 -STAND-ALONE MEMBER

A Member who is solely responsible for the costs of all medical claims to its participants by the Trust.

### ARTICLE III CREATION OF FUND

#### SECTION 1 - FUNDING OF THE TRUST

The Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust Fund is established according to the initial Agreement and Declaration of Trust dated May 1, 1977, as subsequently amended and restated. The Trust shall be an irrevocable Trust for the purposes set forth hereinafter and is to be managed in the sole discretion of the Trustees, subject to the limitations contained in this Trust Agreement and all applicable state, local and Federal laws. A Fund shall be established and consist of contributions made by Members of the Trust who have made or will make contributions to this Fund on behalf of their Employees. Said Fund shall be known as the Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust Fund. Each Trust Member (Employer) shall make the contribution applicable to the Employees which are employed by it. All Trust Members shall be deemed parties hereto and shall be bound by the terms and provisions set forth in this Agreement and Declaration of Trust.

The fiscal year shall be July 1 through June 30.

## SECTION 2 - CONTRIBUTIONS

Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate to be made payable to the order of the Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust. The payment of contributions shall be made periodically at such times as the Trustees shall specify in writing to the several Employers, having regard to each such Employer's financial responsibility and payroll accounting facilities. Each Employer shall be responsible only for the contribution payable by it on account of Employees employed by it. The Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust Fund shall not be responsible for the contributions or other obligations of any of its Employer Members or others.

The Trustees will prepare a projection of the contributions to be charged to Employers. The contributions shall be projected in such amount to fully pay the projected annual claims and expenses of the Trust as a whole and to fund the Trust Accounts and reserves during the fiscal year. Each separate Employer shall be responsible for its share of the cost of the Trust Accounts. Prior to the beginning of each fiscal year, the Trustees shall approve the annual or monthly amount to be charged to Employers to fully fund the Trust Accounts.

As to a Stand-Alone Member, if such Member's reserve balance becomes negative, upon notice by the Trustees or Trust Supervisor of such an event, such Member shall immediately make a payment to remove the negative balance. Said payment by such Member shall be in addition to the regular contributions as determined by the Trustees.

## ARTICLE IV THE FUND

### SECTION 1

The benefits to be provided by such Fund shall be one or more (the number and type of which is left to determination by the Trustees) of the following categories:

- a) Group Life Insurance providing for payment to the beneficiaries named by the Insured Member in the event of such Member's death.
- b) Group Accidental Death and Dismemberment Insurance providing for payments in the event of death or dismemberment.
- c) Group Accident and Health Coverage providing for benefits to the covered individual for limited periods of time when injury or illness prevents work, when the injury or illness is suffered from sources not connected with employment.
- d) Group Hospital coverage providing for payment of hospital bills, payment of surgical bills and payment of physician's bills arising from non-occupational sources.
- e) Group Major Medical, Vision Care, and Dental.
- f) Such other benefits as the Trustees shall elect.

These health, welfare and death benefits are provided through the expenditure of Employer contributions and the increment thereon, by the purchase of insurance, or self-funding. The health, welfare and death benefits are available on a uniform basis to the Employees of each Employer and to their families and dependents who meet the eligibility requirements and such other provision, limitations and conditions established by the Trustees under the authority granted to the Trustees.

SECTION 2

It is further understood that there is one uniform schedule of benefits for each classification, these benefits accruing equally and uniformly to all eligible Employees of the Trust Members participating in the Fund.

SECTION 3

No person shall have any claim, right, title to or interest in any part of the Trust Fund, except the right on the part of any eligible Employee covered by the Agreement to the benefits of the various policies in effect for either the Employee or a member of his family, but subject at all times to the terms and conditions set forth in such policies. In no event shall any Employee have the option to receive, instead of eligible covered benefits, any part of the Employer contribution, or to receive or to demand cash consideration in lieu of such benefits, either upon the termination of the Trust hereby created or through the withdrawal of any Employee Member, voluntarily or involuntarily.

ARTICLE V  
TRUSTEES

SECTION 1

There shall be five (5) Trustees, each of whom shall serve for a term of three (3) years. Terms of office shall be staggered so that no more than two (2) Trustees are elected to the Trustees in any one given year. Nominations for vacant positions on the Trustees will be made by the Trust Members. Candidates shall be elected by a simple majority. Each Trust Member in the Lincolnway Trust shall be entitled to cast one vote. The nominations and voting may be done electronically. A majority of such representatives shall constitute a quorum. Trustees may be elected to successive terms of office.

The present terms of office for Trustees then serving in such capacity as of \_\_\_\_\_, 2022, shall be for the following terms having commenced July 1, 2022:

Joe Simpkins	Three Years
Steve Stein	Three Years
Margo Empen	Two Years
Tim Baldermann	One Year
Dr. Joe Salmieri	One Year

Starting with the next election, the Trustees shall issue a call for candidates in the month of May with the election occurring no later than June 30.

## SECTION 2

Each of the presently acting Trustees, upon signing of this Agreement and Declaration of Trust amending and restating this Amendment and Restatement of the Trust established May 1, 1977, shall be deemed to accept the Trust governed hereby, to consent to continue to act as Trustee, and to agree to administer the Trust Fund as herein provided.

Any Successor-Trustee, upon acceptance of a Trusteeship, in writing and filed with the Trustees, shall be deemed to accept the Trust governed hereby, to consent to act as Trustee and to agree to administer the Trust Fund as herein provided.

## SECTION 3

A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days notice, in writing, to the remaining Trustees, (or such shorter notice as the remaining Trustees may accept as sufficient), in which notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a Successor-Trustee shall have been selected at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such Successor-Trustee. A Trustee may be removed from office at any time by a written direction of a majority of the Trust Members. Such direction shall be delivered to the remaining Trustees.

## SECTION 4

If any Trustee shall die, become incapable of acting hereunder, resign or be removed, a Successor-Trustee shall be immediately appointed by the remaining Trustees to fulfill the term, appointing said Trustee by written direction, signed by its Chairman and delivered to the other Trustees serving at that time.

## SECTION 5

Any Successor-Trustee shall, immediately upon his appointment as a Successor-Trustee and his acceptance of the trusteeship in writing, become vested with all the rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title. All appointed Successor-Trustees shall serve the unexpired term of his predecessor.

## SECTION 6

A quorum of the Trustees shall consist of a majority of the Trustees. The decisions of the Trustees shall be determined by a majority vote of the votes cast at the meeting.

## SECTION 7

The Trustees shall elect two (2) officers: a chairman and a treasurer, all to serve for the period of two (2) years and until their successors are selected. The Trustees may designate an individual to serve in the capacity as a recording Secretary. If such individual is not a Trustee, the Trustees may provide compensation for the secretarial services rendered on behalf of the Trustees.

## SECTION 8

The Trustees are empowered to adopt by-laws and promulgate such rules and regulations as they, in their discretion, may deem necessary or advisable, which by-laws, rules and regulations may not in any manner be inconsistent with this Agreement, or any applicable state, local or Federal law. The Trustees shall meet at least four (4) times a year to conduct the business of the Trust. The Chairman and Treasurer shall call the meeting by giving at least two (2) days written notice of the time and place thereof to the remaining Trustees.

The Chairman of the Trustees may call additional meetings during the year in order to conduct the business of the Trust by giving two (2) days written notice of the time and place thereof to the remaining Trustees.

The Chairman of the Trustees may call a special meeting of the Trustees by giving at least forty-eight (48) hours written notice of the time and place thereof to the remaining Trustees in the event of an emergency.

# **ARTICLE VI DUTIES AND AUTHORITY OF TRUSTEES**

## SECTION 1

The Trustees shall administer the Trust Fund so as to provide the Health and Welfare benefits to the beneficiaries for whom this Trust was established. Benefits shall be limited to those which can be financed from the the proceeds of the Fund after payment of authorized expenses. No Trustee shall receive any salary or other payment for providing such service. In addition to the duties and authority enumerated below, the Trustees shall have authority to take any action necessary to do the following:

- A. To enter into written contracts in order to procure the necessary services, supplies, insurance and/or property necessary to accomplish the purpose of the Trust.
- B. To establish Members' monthly contributions for payments to the Trust, as described below, on an annual basis.

- C. To require Members to make additional supplementary payments to the Trust during the fiscal year, as may be required in extraordinary circumstance to avoid insolvency.
- D. To place all or part of the assets of the Trust into funds necessary for the administration and operation of the Trust and establish investments.
- E. To study issues with Members and make recommendations.
- F. To recommend to its Members programs and educational materials relating to claim reductions.
- G. To direct the collection, accounting and distribution of funds to be used for the administration of the Trust and the providing of benefits hereunder.
- H. To cause to be purchased stop loss, and other types of insurance as authorized by the Trustees.
- I. To approve changes in its operating policies and procedures.
- J. To approve the fees for all authorized service providers.
- K. To procure fidelity bonds, fiduciary liability insurance, errors and omissions coverage, and any other insurance or coverage for Trustee members, officers, consultants, claims administrators, employees, representatives or other persons, as required by this Agreement or by law, or as deemed appropriate by the Trustees.
- L. To expel any Member from the participation in the Trust for failure to perform its obligations under this Agreement or as otherwise enumerated herein.

## SECTION 2

The Trustees, or such agent delegated by the Trustees, shall receive all monies contributed to the Fund, and increments thereon, and the Trustees shall make all disbursements therefrom.

## SECTION 3

Subject to the stated purposes of the Fund and the provisions of this Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this Agreement and the terms used herein. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the beneficiaries thereof. The Trustees shall be free to use their own judgment and discretion in all things pertaining to the affairs of the Trust and shall not be personally liable for any act or omission as Trustees when acting in good faith and in the exercise of their best judgment; and the fact that such action or omission was or was not advised by legal

counsel or insurance consultant employed by the Trustees shall be conclusive evidence of such good faith and exercise of best judgment. No Trustee shall be liable for any act or omission of any other Trustee or of any employee, agent, accountant, expert or counsel employed by the Trustees. In conjunction herewith, trustees may acquire officer and director liability insurance.

#### SECTION 4

The Trustees shall have the power to demand, collect, receive and hold all Employer contributions and may take such necessary steps, including the prosecution of or intervention in any suits or proceedings of any kind as may be necessary or desirable for that purpose, and may send its agents or legal representatives to examine Employer's books and records to ascertain that said Employer is paying the correct contributions to the Fund for each Employee.

#### SECTION 5

The Trustees may employ such agents, legal counsel, insurance consultant, auditors, clerical and administrative personnel as may, in their discretion, be proper or necessary for sound and efficient administration of this Trust and of the Fund. Sufficient records of contributions, contributors and Employees shall provide for the payment of all reasonable and necessary expenses of collecting all contributions and administering the affairs of the Trust and its Fund, including, but not limited to the purchase of materials, supplies and equipment which the Trustees, in their sole discretion, find necessary or appropriate in the performance of their duties. The Trustees shall cause to be kept a record of the name of each contributor to the Fund, the address, employer identification number and a record of contributions when and as made; and to keep accurate account of the names, ages, social security numbers and addresses of all beneficiaries of the Fund. The Trustees may require the contributors to furnish such payroll records or other information with respect to the Employees and their families as the Trustees may reasonable require in connection with the administration of the Trust, but such information and data shall be limited to such matters as name, classification, social security number, dependency status and hours worked.

#### SECTION 6

The Trustees may enter into agreements for the employment of a Trust Supervisor, at the Trust's expense, for the purpose of collecting, managing, administering, distributing and protecting the special account fund assets, and to pay such Trust Supervisor reasonable compensation and to delegate any or all powers held by the Trustees to the Trust Supervisor.

#### SECTION 7

All Trustees shall be bonded in such amount as the Trustees may determine in compliance with applicable laws, if any, the cost of such bonds to be paid out of the Trust.



## SECTION 8

The Trustees shall have the power to require any Employer to furnish, and any Employer, when so required, shall furnish to the Trustees or their designate such employee information and payroll reports as they may reasonably require in the performance of their duties under this Agreement and Declaration of Trust.

## SECTION 9

The Trustees shall meet at least once every three (3) months and at such other times as they deem it necessary to transact their business and all official meetings shall be conducted in compliance with the State of Illinois Open Meetings Act. A written record, a copy of which shall be furnished to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote of each Trustee shall be recorded.

## SECTION 10

Title to all assets of the Fund shall remain exclusively in the Trust and the contributions to be paid into the Fund shall not constitute or be deemed wages due to the Employees and such contribution shall not in any manner be used for nor be subject to the debts, contracts or liabilities of the Employers or the Employees.

## SECTION 11

True and accurate books of account and records of all transactions shall be kept by the Trustees or their appointed agent. The Trustees shall provide to the Members an annual audit of the financial affairs of the Trust to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals and to otherwise file all necessary audits and actuarial opinions as required by the Illinois Department of Insurance and/or the Director of Insurance. A statement of the results of said annual audit shall be furnished to the Employers and shall be made available for inspection by interested persons at the office of the Trustees and at such other places as may be designated by the Trustees. The Trustees within their discretion, shall, upon the request of the Employers or at reasonable intervals, furnish reports representing the status of the Fund. The Trustees shall not be required to furnish such reports more often than semiannually. When the benefits have been determined and established, and upon any substantial change in such benefits, the Trustees shall cause to be printed detailed information in connection with such benefits plan for distribution, either directly or by distribution of such material through the Employers to their Employees concerned therewith.

## SECTION 12

The Trustees shall hold the Fund in cash or invest or reinvest any funds which, in their sole and absolute discretion, they consider not required for current expenditure, in such securities as

are legal for the investment of Trust Funds under the laws of the State of Illinois governing the investment of funds by school districts.

### SECTION 13

In the event any suit, action or proceeding is brought against the Trustee, one or more of the Trustees, or the Trust Fund, in connection with any matter arising out of the administration of the Trust Fund or in connection with any action or omission of the Trustees, or any one or more of the Trustees, or in the event any suit, action or proceeding is commenced by the Trustees relating to the administration of the Trust Fund, the Trustees shall have power and authority to employ legal counsel to represent them, or any one of them, in matters pertaining to the Trust, in any such suit, action or proceeding, and the legal fees, or any other costs, shall be paid from the Trust Fund so long as the Trustees have acted in good faith, it being the intent to indemnify and hold harmless the Trustees against all honest mistakes in judgment and all other acts or omissions that are not deliberate and willful violation of their duties as Trustees. This provision shall apply without regard to the nature or extent of any insurance which insures the Trustees.

### SECTION 14

The Trustees shall report immediately to any Employer, signatory hereto in its own name or by its agent, its delinquency in the payment of any monies due under the Employee Benefit Plan and shall also report such delinquency to the others contributing. All Employers understand that such payments are to be made at such times and on such form or forms as may be prescribed by the Trustees or their agent to such depository as may be directed by the Trustees and that failure to make such payments shall disentitle such delinquent Employer from further benefits under this Agreement.

### SECTION 15

The Trustees are hereby authorized to provide uniform penalties to be assessed against any Employer for failure to pay Employer Contributions on time or in the correct amount, provided the same are not inconsistent with the terms hereof, or any applicable state, local or federal law.

### SECTION 16

The Trustees are hereby given the power and authority to terminate any Employer's participation in the Fund who has failed to make its required contribution sixty (60) days past the date that the contribution was due. All benefits to that Employer and its' Employees shall cease as of the date the required contribution was due and owing. Employer shall not be entitled to any refund or reimbursement of prior contributions made to the Fund. Employer shall be notified by Trustees in writing of such action.

## SECTION 17

Participation in the administration of the Trust Fund by a Trustee shall in no way involve the Trustee's employer or create any additional duties or liabilities on behalf of the Trustee's employer. The Trust shall indemnify and save harmless the Trustee's employer against any claim, suit, demand or proceeding brought against a Trustee's employer in connection with or in any manner arising out of the employment of the Trustee or the administration of the Trust or the administration of the Trust Fund. This provision shall apply without regard to the nature and extent of any insurance which insures the Trustee, or the Trustee's employer. The Trust's obligation to so indemnify and protect the Trustee's employer shall apply in each and every case, absent an act or conduct on the part of a Trustee's employer which is knowingly, deliberately and willfully committed by a Trustee's employer in clear and direct violation of the Trust or the Trust Fund's objectives.

## ARTICLE VII

### NEW BUSINESS RATING OPTIONS

New Employers may be accepted as members of the Trust at the sole discretion of the majority of the Trustees. The Trustees may use the rating guidelines outlined in this document or modify the requirements as they deem necessary for the protection of the Trust. In no event shall a new Employer's contribution for employees and dependents be less than the cost of one (1) month's medical premium then in effect or as otherwise determined in the Trustees' discretion.

No Trustee may solicit members for this Trust without the express approval of the majority of the Trustees.

No New Employer shall be accepted as a Stand-Alone Member.

A formal application for consideration must be submitted by the applicant no later than one hundred twenty (120) days prior to the new Member's effective date. The applicant must provide any and all information requested by the Trustees. The applicant may also be required to pay any and all costs or fees incurred or assessed by the Trustees in relation to the review, approval and enrollment of the applicant and its employees.

## ARTICLE VIII

### OPTIONS FOR LEAVING THE PROGRAM

#### SECTION 1

The overall reserves of the Trust shall be reviewed prior to the termination of an Employer. There shall be a termination fee of two (2) months of the medical premium based on the last month's billing to cover runoff.

## SECTION 2

An Employer may withdraw from the program only at the end of the current Plan Year. The terminating Employer must give the Trustees one-hundred twenty (120) days written notice prior to the end of the Plan Year of its intention to terminate from the Trust.

## SECTION 3

Irrespective of the above sections of Article VIII, the following provisions shall apply to Stand-Alone Members only:

- A Stand-Alone Member who intends to voluntarily withdraw must notify the Trustees through its President of its intent to withdraw from the Trust at least one hundred twenty (120) days prior to withdrawal. Such notice shall be in writing and accompanied by a resolution or ordinance from the Corporate Authorities of the Member electing to withdraw from the Trust. Notice of termination will be non-retractable. The Member will remain subject to all of the provisions of this Agreement until the Member withdraws or as otherwise specified herein.
- If a Stand-Alone Member withdraws from the Trust, no benefit claims of the Member shall be processed or paid by LAA after withdrawal of the Member, unless the withdrawing Member shall, in order to receive such services, provide funds to pay said claims, or there are already adequate reserve funds applicable to the withdrawing Member available to pay said claims.
- A final accounting of the withdrawing Stand-Alone Members' reserve balance shall occur during the audit process of the fiscal year audit twelve (12) months following the withdrawal of the Member to account for the twelve (12) months runout medical claims. Any remaining funds shall be refunded to the withdrawing Member, unless the withdrawing Member is in default, in which case it will be retained by LAA to cover costs of default.
- All withdrawing Stand-Alone Members shall remain fully obligated for their portion of all expenses of and claims against the Trust incurred during the period of their membership.

## ARTICLE IX AMENDMENTS

### SECTION 1

This Agreement may be amended, in whole or in part, only by the majority vote of all of the Employers/Members of the Trust; provided, however, that no amendment may be made which will divert the Fund from the purposes as may be expressed from time to time in this Agreement relating to health and welfare or permit the return of payments to Employers from the Fund, or

which shall eliminate the requirements of an annual audit, or which shall be contrary to any applicable law concerning employee health and welfare plans.

## SECTION 2

All amendments to this Agreement shall be added to the original as appendices. No alteration of the original shall be made.

# ARTICLE X TERMINATION OF TRUST

## SECTION 1

The Trust herein created and this Trust Agreement shall remain in full force and effect through and including August 5, 2022, and thereafter shall continue in force from year to year, unless three-fourths (3/4) majority of the Employers shall give notice, in writing, to the other Employers and the Trustees at least sixty (60) days prior to May 1 of any subsequent calendar year of such party's desire to make changes in or terminate this Trust Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered or certified mail to the other parties and the Trustees.

## SECTION 2

In the event the obligations of the Employers contributing to the trust to make contributions shall terminate, the Trustees shall apply the Fund to the purposes heretofore specified insofar as possible. The balance of the Trust Fund which cannot be so applied shall be applied to such other uses as, in the opinion of the Trustees, will best accomplish the purposes for which the Trust was established. Or, upon the written request of the Employers and after all obligations of the Trust have been satisfied, the Trustees shall turn any surplus monies and property in the Fund over to any future health and welfare fund which may be created by and between the Employers.

## SECTION 3

Upon termination, the Trustees shall:

- A. Make provisions out of the Trust Fund for the payment of expenses incurred up to the date of termination of the Trust and expenses incidental to such termination.
- B. Arrange for a final audit and report of their transactions and accounts for the purpose of termination of the Trusteeship.

Notwithstanding the termination of the Trust created hereby, the Trustees shall continue to hold and administer the assets of the Trust Fund remaining in their hands and apply the same to continue to provide to the Employees and their dependents then eligible, the benefits provided under the Lincolnway Area Affiliation of Participating School Districts Employee Benefit Trust Fund Trust, until such time as all of the assets of the Trust Fund have been fully and completely used.

Upon all assets of the Trust Fund having been fully and completely used, the Trustees shall be fully discharged of all obligations and further duties hereunder.

#### SECTION 4

All questions pertaining to the validity of this Agreement, its construction and administration shall be under the laws of Illinois. If for any reason any provision of this Agreement shall be, is or is hereafter determined by decision, act or regulations of a duly constituted body or authority, to be in any respect invalid, it shall not nullify any of the other terms and provisions of this Agreement, and in such respect or respects as it may be necessary to conform this Agreement with the applicable provision or provisions, then the said provisions shall be deemed automatically amended to conform with such law, rule, regulation, act or decision.

ARTICLE XI  
MISCELLANEOUS PROVISIONS

SECTION 1

Nothing in the Agreement and Declaration of Trust shall be construed as making any Employer liable for the payments required to be made by any other Employer. Each Employer's liability shall be limited solely to the payment of the amount due under the applicable written agreement requiring the making of Employer Contributions to the Trust Fund, except as otherwise provided herein.

SECTION 2

None of the Employers should be liable for the failure of the Trustees to provide the benefits authorized in the Health Plan for any employee, retired employee, their dependents, or their beneficiaries, or for any default or neglect of the Trustees.

SECTION 3

Each Employer shall promptly furnish to the Trustees, on demand, any and all necessary records of dates of birth, Social Security numbers, amounts of wages paid and hours worked and any other payroll records and information, including state and federal employment tax returns, that the Trustees may require in connection with the administration of the Trust Fund and for no other purposes. The Trustees or their authorized representatives may examine the payroll books and records, of each Employer whenever such examination is deemed necessary by the Trustees in connection with the proper administration of the Trust.

SECTION 4

All payments due to or from the Trust Fund shall be made as determined by the Trustees.

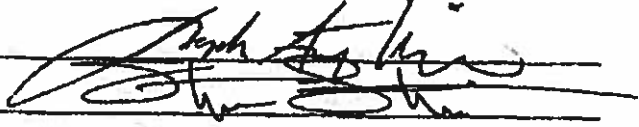
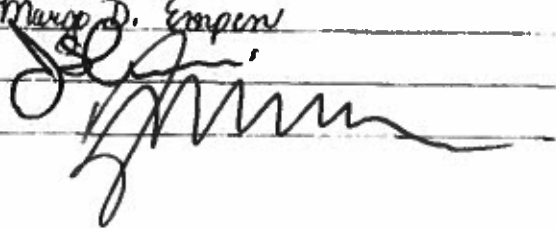
SECTION 5

Disputes regarding Trust benefits shall be brought before the Claims Administrator/Supervisor in accordance with the rules for such disputes as established by the Claims Administrator/Supervisor.

ARTICLE XII  
SITUS AND CONSTRUCTION OF TRUST

This Trust is adopted by each of the Employers in the State of Illinois.

IN WITNESS WHEREOF, the undersigned, being all of the Trustees of the LINCOLNWAY AREA AFFILIATION OF PARTICIPATING SCHOOL DISTRICTS EMPLOYEE BENEFIT TRUST FUND, have hereunto set their hands this 5th day of August, 2022.

  
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Mark D. Empson  
  
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