

AMENDMENT

to the

JOINT POWERS AGREEMENT AND DECLARATION OF TRUST

of

IOWA SCHOOLS JOINT INVESTMENT TRUST

TO THE SECRETARY OF STATE
OF THE STATE OF IOWA

Pursuant to the provisions of Iowa Code chapter 28E and Iowa Code section 279.29 (1987), as amended, the undersigned Iowa common law trust adopts the following Amendment to the Joint Powers Agreement and Declaration of Trust:

ARTICLE I

The name of the Chapter 28E agency is Iowa Schools Joint Investment Trust. The effective date of its establishment was October 1, 1986.

ARTICLE II

The following resolution for amendment to the agency's Joint Powers Agreement and Declaration of Trust was adopted by the Trustees and approved by the governing bodies of the participating schools in the manner prescribed by the Joint Exercise of Governmental Powers, Iowa Code chapter 28E, as amended:

BE IT RESOLVED that the Joint Powers Agreement and Declaration of Trust be amended as follows:

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MARY E. WELTY
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MADISON COUNTY, IOWA
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1. Paragraphs, unnumbered paragraphs 11 and 12, are amended to read as follows:

WHEREAS it is proposed that separate investment portfolios be created under the trust consisting of a Diversified Portfolio and a Direct Government Obligation Portfolio and that there be created a Fixed Term Automated Investment Program (as hereinafter defined); and

WHEREAS it is proposed that the beneficial interest in the Trust's each Portfolio be comprised of Trust assets which shall be divided into non-transferable units of beneficial interest, and that beneficial interests in the Diversified Portfolio will be represented by Diversified Portfolio Units evidencing participation as defined in Section 4.1(b), and that beneficial interests in the Direct Government Obligation Portfolio will be represented by Direct Government Obligation Portfolio Units evidencing participation as defined in Section 4.1(c) which shall be evidenced by a register maintained by the Trust or its agent; and

WHEREAS it is proposed that the beneficial interest in Participant's investments through the Fixed Term Automated Investment Program shall be held by the Trust for the account of the Participant;

NOW, THEREFORE, the Parties hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Joint Powers Agreement and Declaration of Trust shall be held and managed in trust (i) for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein in each Portfolio, without privilege, priority or distinction among such holders, and (ii) in a Fixed Term Automated Investment Program, all subject to the terms, covenants, conditions, purposes and provisions hereof.

2. Section 1.1 is amended to read as follows:

1.1 **NAME.** The name of the common law trust created by this Joint Powers Agreement and Declaration of Trust shall be Iowa Schools Joint Investment Trust (the "Trust") and, so far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name, and the word "Trust" wherever used in this

Declaration of Trust, except where the context otherwise requires shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the Fund Trust or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Iowa or the United States of America so as to protect and reserve the right of the Trust in and to such name.

3. Section 1.3, unnumbered paragraph 2, is amended to read as follows:

"Administration Administrator Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

4. Section 1.3 is amended by inserting the following new unnumbered paragraph after unnumbered paragraph 1:

NEW PARAGRAPH. "Adviser Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

5. Section 1.3, is amended by inserting the following unnumbered paragraphs after unnumbered paragraph 9:

NEW PARAGRAPH. "Direct Government Obligation Portfolio" or "DGO Portfolio" shall mean Trust assets of Participants holding the series of Units evidencing their participation in the Direct Government Obligation Portfolio as defined in Section 4.1(c).

NEW PARAGRAPH. "Diversified Portfolio" shall mean Trust assets of Participants holding the series of Units evidencing their participation in the Diversified Portfolio as defined in Section 4.1(b).

6. Section 1.3, unnumbered paragraph 10, is amended to read as follows:

"Eligible School Corporation" shall mean a School Corporation the members of the Board of Directors of which are members in good standing in the Iowa Association of School Boards, Inc. and School Corporation acting jointly with another

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school corporation (including any separate legal or administrative entity created pursuant to joint agreement as provided by Iowa Code chapter 281) when such school corporations would be eligible for membership in the Iowa Association of School Boards, Inc. (the "Association") and participation is approved by the Trustees; or such other public agency or political subdivision as may be approved by the Trustees. The Trustees by resolution may waive membership in the Association as a condition of participation in the Trust.

7. Section 1.5 is amended by inserting the following new unnumbered paragraph after unnumbered paragraph 10:

NEW PARAGRAPH. "Fixed Term Automated Investment Program" or "Fixed Term Program" shall mean such program or programs as may be established by the Trustees from time to time to enable Participants to invest in Permitted Investments to be held by the Trust for the account of the Participant.

8. Section 1.5, unnumbered paragraph 13, is amended to read as follows:

"Joint Powers Act" shall mean Iowa Code chapter 281 (1995) as amended.

9. Section 1.5 is amended by inserting the following new unnumbered paragraph after unnumbered paragraph 13:

NEW PARAGRAPH. "Portfolio" shall mean the Direct Government Obligation Portfolio or the Diversified Portfolio created pursuant to Section 4.1 of the Declaration of Trust.

10. Section 1.5 is amended by inserting the following new unnumbered paragraphs after unnumbered paragraph 20:

NEW PARAGRAPH. "Trust" shall mean the common law trust created by this Joint Powers Agreement and Declaration of Trust.

NEW PARAGRAPH. "Trust Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust or the Trustees.

11. Section 1.5, unnumbered paragraphs 21 and 22, are amended to read as follows:

"Unit" or "Trust Unit" shall mean the unit used to denominate and measure the respective pro rata beneficial

interests of the Participants in the Trust Property in each Portfolio as described in Article VII. Units may be issued in more than one series in denominations and measure the respective pro rata beneficial interests of the Participants in the Trust Property designated as belonging to and held only for the benefit of the Participants to which such series of Units has been issued. Portfolio Units may be issued in series and all proceeds realized from the issuance of such series will become the property of and invested for the exclusive benefit of the Participants in that Portfolio.

"Unit Register" or "Register" shall mean the register of Units maintained for each Portfolio pursuant to Article VII hereof.

12. Section 1.5 is amended by striking unnumbered paragraphs 11, 12 and 14.

13. Section 2.2, subsection (b), paragraph numbered (ii), is amended to read as follows:

(ii) deposits in a national bank or in a state bank or savings and loan association or savings bank insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by law and that any such bank or association or savings bank shall meet criteria designated from time to time by the Trustees. Each such depository shall comply with respect to such deposits with all applicable requirements of all applicable laws, including, but not limited to, laws of the State of Iowa relating to School Corporations;

14. Section 2.2, unnumbered paragraph 1, is amended to read as follows:

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to invest in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any law now or hereafter in effect limiting the investments which may be held or retained by Trustees or other fiduciaries and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust. That they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such Investments shall be of a character or in an amount not considered

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report for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make permitted investments in accordance with Article IV of this Declaration of Trust.

18. Section 2.3, subsection (b), is amended to read as follows:

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disqualification, disability, removal, adjudication as incompetent, or death of a Trustee, and in the event of a death, the Trustees shall automatically cease to have any right, title and interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

19. Section 2.14, subsection (a) is amended to read as follows:

2.14 Concerning the Trust and Certain Affiliates.

(a) The Trust may enter into transactions with any affiliate of the Trust or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the Trust, or with any Affiliate of an agent of the Trust or of the Adviser, the Administrator, or the Custodian if (i) such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the trustees who are not affiliates of any person (other than the trust) who is a party to the transaction or transactions with the trust and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the trust and the Participants and at least as favorable to the trust as similar arrangements for comparable transactions (of which the trustees have knowledge) with organizations unaffiliated with the trust or with the person who is a party to the transaction or transactions with the Trust.

20. Section 2.14 is amended by striking subsections (b), (c), (d) and (e) and renumbering subsequent subsections.

21. Section 2.15 is amended to read as follows:

2.15 **Investment Program.** The Trustees shall use their best efforts to obtain through the Adviser or other qualified

Persons a bona fide continuing and suitable investment program, consistent with the investment policies and objectives of the Trust set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 9 Article III hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the adviser. **Adviser.**

19. Section 2.17 is amended to read as follows:

2.17 **Indemnity.** The Trustees shall have full and complete power to purchase and pay for, entirely out of Trust Property, insurance policies insuring Trust Property and interests of the Trust and the Trustees, officers, employees and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Trust or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such Person against such liability.

20. Section 2.19 is amended to read as follows:

2.19 **Indemnification.** In addition to the mandatory indemnification provided for in Section 2.3 hereof, the Trustees shall have full and complete power, to the extent permitted by the applicable laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has any business relationship, without limitation, the Adviser, the Administrator, and the Custodian, to the fullest extent as the Trustees shall determine permitted by the applicable laws.

21. Section 2.1 is amended to read as follows:

2.1 **Appointment.** The Trustees are responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the Trust. However, the Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with the Adviser as an investment adviser and consultant to the Trustees, and the Administrator as an administrator for the Trust and may grant or delegate such authority to the Adviser and the

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Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators.

22. Section 2.2 is amended to read as follows:

2.2 **Duties of the Adviser.** The duties of the Adviser shall be those set forth in the Investment-Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment-Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment-Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment-Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Adviser.

23. Section 2.3 is amended to read as follows:

2.3 **Duties of the Administrator.** The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Administrator.

24. Section 4.1 is amended to read as follows:

4.1 **Statement of Investment Policy and Objectives; Creation of Separate Portfolios.**

(a) Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust the highest possible investment yield, while maintaining liquidity and preserving capital by investing in permitted investments in accordance with applicable provisions of law, as may be set forth more fully in the Trust's Information Statement, as the same may be amended from time to time.

(b) There is hereby created within the Trust a Diversified Portfolio which shall consist solely of securities with a maturity of one year or less, the dollar-weighted average maturity of which shall be 120 days or less. The Diversified Portfolio shall be invested, reinvested and in general operated in a manner which will assure, as nearly as is practicable, that the net asset value of each unit of participation in the Diversified Portfolio shall at all times be valued at \$1.00. In that regard, the securities in the Diversified Portfolio shall be valued at their amortized cost unless the Adviser shall advise the Board of Trustees, and the Board of Trustees shall thereafter determine that some other method of valuation is appropriate. The Board of Trustees may adopt additional rules, procedures and policies not inconsistent with the provisions of this Declaration of Trust, relating to the operation of the Diversified Portfolio, and shall include a general description thereof in the Information Statement, as it may exist from time to time.

(c) There is hereby created within the Trust a Direct Government Obligation Portfolio which shall consist exclusively of direct U.S. Government obligations and certificates of deposit and repurchase agreements collateralized by direct U.S. Government obligations. The Direct Government Obligation Portfolio shall be invested, reinvested, and in general operated in a manner which will assure, as nearly as is practicable, that the net asset value of each unit of participation in the Direct Government Obligation Portfolio shall at all times be valued at \$1.00. In that regard, the securities in the Direct Government Obligation Portfolio shall be valued at their amortized cost unless the Adviser shall advise the Board of Trustees, and the Board of Trustees shall thereafter determine that some other method of valuation is appropriate. The Board of Trustees may adopt additional rules, procedures and policies not inconsistent with the provisions of this Declaration of Trust, relating to the operation of the Direct Government Obligation Portfolio, and shall include a general description thereof in the Information Statement, as it may exist from time to time.

(d) There is hereby created within the Trust a Fixed Term Automated Investment Program through which Participants may purchase permitted investments to be held in Trust by the

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Custodian for the account of the Participant. Pursuant to rules, procedures and policies adopted by the Trustee. The Board of Trustees may adopt rules, procedures and policies not inconsistent with the provisions of this Declaration of Trust...

25. Section 4.2 is amended by striking numbered paragraphs (ii) and (iii) and renumbering subsequent numbered paragraphs and by striking unnumbered paragraph 1.

26. Section 5.1 is amended to read as follows:

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Trust Property or the affairs of the Trust...

Provided further, that a Trustee is not personally liable for a claim based upon an act or omission of the Trustee performed in the discharge of the Trustee's duties, except for acts or omissions which involve intentional misconduct or knowing violation of the law...

Section "Compensation" does not include payments to reimburse a Trustee for expenses.

27. Section 5.3 is amended to read as follows:

5.3 Liability to the Trust or to the Participants. No Trustee, officer, or employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant...

28. Section 5.3 is amended by striking the section and inserting in lieu thereof the following:

5.3 Indemnification. The Trust Estate shall defend, indemnify and hold harmless any Participant, Trustee, officer or employee of the Trust from any and all claims, demands, causes of action, suits, settlements and any other claimed damages...

29. Section 5.6 is amended to read as follows:

5.6 Recitals. Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust...

executed by a Trustee or an officer, employee or agent of the Trust only in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Declaration of Trust...

30. Section 5.8 is amended by striking the section and inserting in lieu thereof the following:

5.8 Nonliability. This Declaration shall not create any right, title, privilege or entitlement in any person, corporation or other legal entity except a Participant and a Person that has a direct and written contract with the Trust...

31. Section 6.1 is amended to read as follows:

6.1 General. The beneficial interest of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Portfolios with Units of one or more series and a Fixed Fee Automated Investment Program which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder...

Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs hereinafter described are vested in the Trustees on behalf and for the beneficial interest of the Participants and the beneficial interest conferred hereby and measured by their Units and they shall have no right to sell for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Units to them...

32. Article VI is amended by inserting the following new section as 6.2 and renumbering subsequent sections:

NEW SECTION. 6.2 Portfolios. Units shall be used to measure the proportionate allocation to the respective Participants of their beneficial interest in the Portfolio in which they are participating. The number of Units of a Portfolio that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Units of a particular Portfolio shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Units shall not entitle a Participant to preference, prescriptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property...

33. Section 6.2, paragraphs (a) and (b), are amended to read as follows:

6.2 Allocation of Units.

(a) The Trustees shall credit a Participant with additional Units in the Portfolio in which they are participating upon receipt of money (including, without limitation, income from the investment of Trust Property) for the account of such Participant, based on the net asset value per Unit as determined...

pursuant to Section 10.1 hereof. In connection with any allocation of Units, the Trustees may allocate fractional Units. The Trustees may from time to time adjust the total number of Units in a Portfolio allocated without thereby changing the proportionate beneficial interests in the Trust. Reductions or increases in the number of allocated Units may be made in order to maintain a constant net asset value per Unit as set forth in Section 10.4 hereof. Units shall be allocated and reduced in number as whole Units and/or one hundredths (1/100ths) of a Unit or multiples thereof.

(b) Units of each Portfolio may be allocated only to a School Corporation which has become a Participant of the Trust in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the Trust for such Participant's convenience.

34. Section 6.4 is amended to read as follows:

6.4 Reduction in Number of Diversified Portfolio or Direct Government Obligation Portfolio Units to Maintain Constant Net Asset Value. The Units of the Trust representing an interest in the Diversified Portfolio or the Direct Government Obligation Portfolio shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Units set forth in Section 10.2 hereof in order to maintain the constant net asset value per Unit.

35. Section 6.5 is amended to read as follows:

6.5 Withdrawals. Moneys may be withdrawn from the Portfolio of the Trust at the option of a Participant in accordance with the terms and conditions provided in this Declaration of Trust. The Trust shall, upon application of any Participant, promptly pay to such participant the amount requested and shall reduce the number of Units of the Portfolio allocated to such Participant to the number of Units which shall reflect such Participant's proportionate interest in the net assets of that Portfolio of the Trust after such withdrawal of moneys. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the Trust, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw moneys from the Trust.

36. Section 6.8 is amended to read as follows:

until it has given its appropriate address to such officer or agent of the Trust as shall keep the Unit Register for entry thereon.

39. Section 7.2 is amended to read as follows:

7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Unit Register shall be kept by the Administrator who shall serve as the registrar for the Trust. The registrar shall record the original allocations of Units of each Portfolio or Investments pursuant to the Fixed Term Automated Investment Program in the Unit Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

40. Section 7.3 is amended to read as follows:

7.3 Change of Record. No Person becoming entitled to any Units or Investments pursuant to the Fixed Term Automated Investment Program in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Units or Investments pursuant to the Fixed Term Automated Investment Program are allocated and shall only be entitled to receive for such Units or Investments held pursuant to the Fixed Term Automated Investment Program the amount credited to the account of the Participant whose beneficial interest in the Trust is represented by such Units or Investments pursuant to the Fixed Term Automated Investment Program. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Units or Investments held pursuant to the Fixed Term Automated Investment Program are allocated shall be deemed to be the Participant to which such Units or Investments held pursuant to the Fixed Term Automated Investment Program are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

41. Section 7.5 is amended to read as follows:

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to see to the execution of any trust, express, implied or constructive, or of

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Units allocated to such Participant in accordance with Section 6.7 hereof, in an amount sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective withdrawal request.

37. Article VI is amended by inserting the following new section as 6.10:

NEW SECTION. 6.10 Fixed Term Automated Investment Program. Participants may authorize the purchase of Permitted Investments in the Fixed Term Automated Investment Program of the Trust for the account of the Participant. Payment for purchases pursuant to the Fixed Term Automated Investment Program shall be made from the account of the Participant of the Portfolio designated by the Participant. Interest and principal payments shall be credited to the designated Portfolio account of the Participant. Investments purchased through the Fixed Term Automated Investment Program shall bear fixed rates of interest to be paid to Participants net of Trust expenses and shall have a fixed maturity date.

38. Section 7.1 is amended to read as follows:

7.1 Unit Register. The Unit Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Units of each Portfolio representing their respective beneficial interests hereunder and Investments pursuant to the Fixed Term Automated Investment Program, and (iii) a record of all allocations and reductions thereof. Such Unit Register shall be conclusive as to the identity of the Participants to which the Units or Investments pursuant to the Fixed Term Automated Investment Program are allocated. Only Participants whose allocation of Units or Investments pursuant to the Fixed Term Automated Investment Program is recorded on such Unit Register shall be entitled to receive distributions with respect to Units or Investments pursuant to the Fixed Term Automated Investment Program or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares Units or Investments pursuant to the Fixed Term Automated Investment Program. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided.

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any charge, pledge or equity to which any of the Units or Investments held pursuant to the Fixed Term Automated Investment Program or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to any Person as having any interest therein except the Participant recorded as the Participant to which such Units or Investments held pursuant to the Fixed Term Automated Investment Program are allocated. The receipt of the Participant in whose name any Unit is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Units or Investments held pursuant to the Fixed Term Automated Investment Program and from all liability to see to the proper application thereof.

42. Section 7.6 is amended to read as follows:

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed first class postage paid, addressed to Participants of record at their last known post office addresses as recorded on the Unit Register provided for in Section 7.1 hereof.

43. Section 8.5 is amended to read as follows:

8.5 Notice of Meetings and Votes. Notice of meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting" law, whether now or hereafter in effect, shall also be given.

44. Section 8.6 is amended to read as follows:

8.6 Record Data for Meetings and Votes. For the purpose of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such

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meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Units allocated to it or has since that date released its Units. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a participant of record for purposes of such other action.

45. Section 9.1, paragraph (d), is amended to read as follows:

(d) A Trustee shall be an individual who is not under legal disability and who is either (i) a member of the Board of Directors of a School Corporation which is a Participant of the Trust or (ii) superintendent, secretary of the board, or business manager of a School Corporation which is a Participant of the Trust; provided, however, that if an organizational Trustee is not a Board of Director's member or officer or employee of a School Corporation which is a Participant, such organizational Trustee shall resign if the School Corporation with which he or she is affiliated does not become a Participant by June 30, 1987, and the vacancy thereby resulting shall be filled in the manner provided in Section 9.1 hereof. There shall be no more than one Trustee affiliated as a Board of Director's member or officer or employee with any one School Corporation.

46. Article IX is amended by striking Section 9.2 and renumbering the subsequent sections.

47. Section 9.2, paragraph (b), is amended to read as follows:

(b) Each Trustee named herein, or elected or appointed as provided in Section 9.1 or 9.5a hereof prior to the first annual meeting, shall (except in the event of resignations or removals or vacancies pursuant to Section 9.4j or 9.5g hereof) hold office until a successor has been elected and qualified. Trustees shall be elected and divided into three classes, as equal in number as practicable, so arranged that the term of one class shall expire at the respective annual meetings or votes of Participants held following the conclusion of the 1987-1988 and 1988-1989 fiscal years of the Trust, and at all annual meetings or votes thereafter the Trustees to be elected shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualify.

49. Section 9.6, paragraph (c), is amended to read as follows:

(c) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by any "open meeting" law, shall be given as provided in Section 9.6a(1)(l). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

50. Section 9.6 is amended by striking paragraph (d) and renumbering the subsequent paragraph.

51. Section 9.10 is amended to read as follows:

9.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly semi-annually, an interim report containing an unaudited balance sheet of the Trust as at the end of such semi-annual period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly semi-annual period.

52. Section 10.1 is amended to read as follows:

10.1 Net Asset Value. The net asset value of each allocated Unit of each Portfolio of the Trust shall be determined at least once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate.

48. Section 9.5 is amended to read as follows:

9.5a Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. If a Trustee who is a member of the School Board of a School Corporation which is a Participant shall no longer be a member of such School Board or if the School Corporation with which a Trustee is affiliated shall no longer be a Participant, such Person Trustee shall no longer be a Trustee and a vacancy will be deemed to have occurred. If a Trustee who is a superintendent, school board secretary, or school business official of a School Corporation which is a Participant shall no longer be a superintendent, school board secretary, or school business official of such School Corporation or if the School Corporation with which such Trustee is affiliated shall no longer be a Participant, such Trustee shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Trustee and a vacancy will be deemed to have occurred unless such Trustee shall have become a superintendent, school board secretary, or school business official of another School Corporation which is a Participant within such sixty (60) day period.

(b) No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of an existing vacancy (other than by reason of an increase in the number of Trustees), at least a majority of the Participants entitled to vote, acting at any meeting or vote of the Participants called for the purpose, or a majority of the Trustees continuing in office acting by resolution, may deem the nomination of a successor fill such vacancy, and any Trustee so elected by the Trustees shall hold office until the next annual meeting or vote of the participants and until a successor has been elected and has qualified to serve as Trustee.

53. Section 10.2 is amended to read as follows:

10.2 Net Asset Value: Reduction of Allocated Diversified Portfolio or Direct Government Obligation Portfolio Units. (a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the Portfolio assets) of the Trust once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner and with the result that the net asset value per Unit of the Trust shall remain at a constant dollar value as shall be set forth in the Information Statement as the same may be amended from time to time. The accounting method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Units allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to such Participant, if and only if, the Trustees, with the advice of the Adviser, shall determine that the amortized cost method of determining the net asset value of the Diversified Portfolio or Direct Government Obligation Portfolio Units no longer represents a fair market value. The Trustees may either debit such net asset value fluctuation or may reflect the fair value thereof in the number of Diversified Portfolio or Direct Government Obligation Portfolio Units allocated in such Participant. To the extent such amount of any net loss which exceeds such accrued income, the Trustees shall, in such event, reduce the aggregate number of the Trust's allocated Diversified Portfolio or Direct Government Obligation Portfolio Units in an amount equal to the amount required in order to permit the net asset value per Unit of the Trust to be maintained at a constant dollar value by having each participant contribute to the Trust its pro-rata portion of such number of Units such a manner as shall be set forth in the Information Statement as the same may be amended from time to time. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the Trust and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Unit of the Trust to be maintained at a constant dollar value per Unit.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Unit at a constant dollar amount at any time and such modification shall be

evidenced-by-appropriate-changes-in-the-information-statement-as
the-same-may-be-amended-from-time-to-time

54. Section 10.3 is amended to read as follows:

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.9g heretofore, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Units, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions as they may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

55. Article X is amended by adding the following new section as 10.5:

NEW SECTION. 10.5 Fixed Term Automated Investment Program. Each security purchased through the Fixed Term Automated Investment Program will bear a fixed rate of interest and have a fixed maturity date of not less than six months nor more than five years. Such securities, which may be paid for only by the liquidation of Trust Units of the designated account of the Participant, will be held in trust for the account of the Participant by the Custodian. Interest on securities held for a Participant and proceeds realized upon a redemption or sale will be invested in Trust Units which will be credited to the Participant's designated account with the Trust. The method of calculating interest earned on such investments shall be established by rules, procedures and policies adopted by the Board of Trustees, and a general description shall be included in the Information Statement, as it may exist from time to time.

56. Section 11.1 is amended to read as follows:

11.1 Duties. The Trustees shall employ a bank or trust company organized under the laws of the United States of America or the State of Iowa having an office in the State of Iowa and having a capital and surplus aggregating at least \$25,000,000 as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may

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be contained in the By-laws Bylaws of the Trust to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian, or as may be imposed by law.

57. Article XIV is amended by inserting the heading "Miscellaneous" above Section 14.1.

58. Section 14.1 is amended to read as follows:

14.1 Governing-law: Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Iowa and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Iowa.

59. Section 14.3 is amended to read as follows:

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Trust, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Trust, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-laws Bylaw adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

60. The signature Block is amended by striking the Block and inserting in lieu thereof the following:

IN WITNESS WHEREOF, the undersigned Trustees certify that this Amended Joint Powers Agreement and Declaration of Trust has been duly adopted by the Parties and the amendments thereto have been duly adopted by the Participants, and have executed this Amended Declaration of Trust as of the 1st day of November, 1988, as of which date this Amended Declaration of Trust shall take, and come into, full force and effect.

(Trustees' Signatures)

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be contained in the By-laws Bylaws of the Trust to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian, or as may be imposed by law.

57. Article XIV is amended by inserting the heading "Miscellaneous" above Section 14.1.

58. Section 14.1 is amended to read as follows:

14.1 Governing-law: Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Iowa and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Iowa.

59. Section 14.3 is amended to read as follows:

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Trust, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Trust, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-laws Bylaw adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

60. The Signature Block is amended by striking the Block and inserting in lieu thereof the following:

IN WITNESS WHEREOF, the undersigned Trustees certify that this Amended Joint Powers Agreement and Declaration of Trust has been duly adopted by the Parties and the amendments thereto have been duly adopted by the Participants, and have executed this Amended Declaration of Trust as of the 1st day of November, 1988, as of which date this Amended Declaration of Trust shall take, and come into, full force and effect.

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ARTICLE III

This Amendment became effective on the 1st day of November, 1988.

Dated this 28th day of October, 1988.

IOWA SCHOOLS JOINT INVESTMENT TRUST

By T. E. Davidson
Secretary

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 28th day of October, 1988, before me, a Notary Public in and for said county, personally appeared T.E. Davidson, and, to me personally known, who being by me duly sworn did say that he is Secretary of said agency, and that said Amendment was approved by the Trustees and considered and approved by a majority of the participating schools of the trust by a voluntary act and deed of each participating school.

Saphira Smith
Notary Public in and for the State
of Iowa

