IOWA SCHOOLS JOINT INVESTMENT TRUST
(an Iowa Common Law Trust formed by Joint Powers Agreement pursuant to Iowa Code chapter 28E and Iowa Code section 279.29 (1985) as amended)

JOINT POWERS AGREEMENT AND DECLARATION OF TRUST

THIS JOINT POWERS AGREEMENT AND DECLARATION OF TRUST made as of the 1st day of October, 1986, by: Pella Community School District, Southeast Polk Community School District, and the Iowa Association of School Boards, Inc., (the "Parties").

W I T N E S S E T H:

WHEREAS, Iowa Code chapter 28E (the "Joint Powers Act") provides, among other things, that public agencies (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise powers which the public agencies are authorized to exercise; and

WHEREAS, public agencies may enter into an agreement with one or more public or private agencies in joint or cooperative action pursuant to the Joint Powers Act, including the creation of a separate entity to carry out the purpose of the agreement;

WHEREAS, the term "public agency" is defined in the Joint Powers Act to include School Corporations of the State of Iowa; and

WHEREAS, Iowa Code section 279.29 (1985), as amended, by H.F. 2462, Acts of the 71st General Assembly, 1986 Session, empowers School Corporations to invest their moneys pursuant to a joint investment agreement; and

WHEREAS, the Parties anticipate that other School Corporations of the State of Iowa may wish to become a Participant by adopting this Joint Powers Agreement and Declaration of Trust and becoming party to it; and

WHEREAS, the Parties to this Joint Powers Agreement are School Corporations of the State of Iowa and the Iowa Association of School Boards (membership in which is limited to duly elected members of boards of directors of school corporations in the State of Iowa) that desire by this Agreement and Declaration of Trust to establish an entity for joint investment, pursuant to provisions of Iowa Code chapter 28E, and Section 279.29, as amended; and

WHEREAS, the purpose of this Joint Powers Agreement and Declaration of Trust is to establish this Trust for investment of moneys not currently needed by the School Corporations of the State of Iowa which become Participants, so as to enhance the investment opportunities available to them, and to increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of making efficient use of Participants' power to jointly

invest their respective funds in accordance with the laws of the State of Iowa; and

WHEREAS, the Board of Directors of each of the Parties has duly adopted a resolution authorizing and approving this Joint Powers Agreement and Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board of Directors of each School Corporation, by its approval of this Joint Powers Agreement and Declaration of Trust, has authorized the joint investment of funds in investments of the nature permitted by Iowa law and in the manner contemplated by this Joint Powers Agreement and Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the Trust's assets shall be divided into non-transferable units of beneficial interest, which shall be evidenced by a register maintained by the Trust or its agent;

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 for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I
The Trust

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 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.

1.2 Purpose; Only Certain Iowa School Corporations to be Participants.

(a) The purpose of the Trust is to provide an instrumentality and agency through which School Corporations organized under the laws of the State of Iowa may jointly and cooperatively exercise their power to jointly invest their respective available moneys so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the laws of the State of Iowa, from time to time in effect, governing the investment of School District moneys. Only School Corporations organized under the laws of the State of Iowa may become Participants. A School Corporation may become a party to this Declaration of Trust and may place moneys in the Trust only if members of its board of directors are members in good standing of the Iowa Association of School Boards and the School Corporations Board of Directors has duly adopted a resolution and taken other necessary official action, authorizing such School Corporation to become a Participant of the Trust and adopting this Joint Powers Agreement and Declaration of Trust.

(b) It is not necessary for a School Corporation to place any moneys in the Trust to become a Participant, and no minimum investment balance must be maintained by a School Corporation which has become a Participant in order for such School Corporation to continue to be a Participant.

1.3 Location. The Trust shall maintain an office of record in the State of Iowa and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Trust shall be: c/o Iowa Association of School Boards, 927 Insurance Exchange Building, 505 Fifth Avenue, Des Moines, Iowa, 50309-2316. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.4 Nature of Trust and Declaration of Trust.

(a) The Trust shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Iowa. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Trustees shall be solely in their capacity as

Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Joint Powers Agreement and Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.5 Definitions. As used in this Joint Powers Agreement and Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration 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.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Directors" shall mean the governing body of a School Corporation.

"Board of Trustees" or "Trustees" shall mean the Persons who become fiduciaries of the Trust pursuant to Article IX hereof.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Joint Powers Agreement and Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Joint Powers Agreement and Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"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.

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

"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.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Trust to Participants and potential Participants of the Trust as the same may be amended by the Trustees from time to time.

"Investment Advisory 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.

"Joint Powers Act" shall mean Iowa Code chapter 28E (1985), as amended.

"Participant(s)" shall mean School Corporations which are Parties and the School Corporations which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Parties" shall mean "Pella Community School District, "Southeast Polk Community School District," and the Iowa Association of School Boards, Inc., which initially formed the Trust by the execution and adoption of this Joint Powers Agreement and Declaration of Trust.

"Permitted Investments" shall mean the investments referred to in paragraph (b) of Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"School Corporations" shall mean school corporations organized under the laws of the State of Iowa, including, without limitation, area education agencies, merged area schools and any "instrumentality" (as that term is defined in the Joint Powers Act) of a School Corporation.

"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 as described in Article VI.

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

ARTICLE II
Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Trust and over the affairs of the Trust to the same extent as if the Trustees were the sole and absolute owners of the Trust Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Trust or promoting the interests of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide investment programs for the Participants; and

(b) for such consideration as they may deem proper and as may be required by law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any evidence of indebtedness which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any of its agencies;

(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

STATE OF IOWA, MADISON COUNTY, ss.
Inst. No. 1045 Filed for Record this 21 day of November 1986 at 2:45 PM
Book 37 Page 490 Recording Fee 45.00 Mary E. Welty, Recorder, By [signature] Deputy
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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;

(iii) perfected repurchase agreements involving securities in subsections (i) and (ii) of this section 2.2(b);

(iv) such other investment instruments now or hereafter permitted by applicable law for the investment of moneys of School Corporations organized under the laws of the State of Iowa, provided such other investment instrument is approved in the manner provided in Section 4.3 hereof.

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 Declaratory of Trust, even though such investments shall be of a character or in an amount not considered proper 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 Truet.

2.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest or the Trust is adequately protected.

(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 an incompetent, or death of a Trustee, and in the event of a death, the Trustees shall automatically cease to have any right, title or 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.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the laws from time to time applicable to School Corporations of the State of Iowa, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Trust, to give consents and make contracts relating to Trust Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation; Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of Trust Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the Trust (including, without limitation, the

Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Trust, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Trust; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting Trustee or other Person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Trust to Persons with whom the Trust has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by law, any moneys or funds included in the Trust Property, and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks or savings and loan associations or savings banks meeting the requirements of Section 2.2(b)(ii) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank with which the moneys, investments, or securities have been deposited. Each such bank 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.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Trust Property and to revalue the Trust Property.

2.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.

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) each 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 them 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.

(b) Except as otherwise provided in this Declaration of Trust or in the laws of the State of Iowa, in the absence of fraud, a contract, act or other transaction between the Trust and any other Person, or in which the Trust is interested, is valid and no Trustee, officer, employee or agent of the Trust shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other person, or (ii) one or more of the Trustees, officers, employees, or agents of the Trust, individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the Trust may, in his or her personal capacity, or in a capacity as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Trust, which interests and activities may be similar to those of the Trust and include the acquisition, syndication, holding management, operation or disposition of securities, investments and funds, for his or her own account or for the account of such Person. Each Trustee, officer, employee and agent of the Trust shall be free of any obligation to present to the Trust any investment opportunity which comes to him or her in any capacity other than solely as Trustee, officer, employee or agent of the Trust, even if such opportunity is of a character which, if presented to the Trust, could be taken by the Trust.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the Trust may be interested as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Trust, and may receive compensation from such Person as well as compensation as trustee, officer, employee or agent of the Trust or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Trust.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Nothwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the laws of the State of Iowa concerning conflicts of interest, or any other law limiting the Participants' power to enter into such transaction, and the By-Laws of the Trust may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a 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 3. hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the Trust, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the Trust's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the Trust's administrator or co-administrators; (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Units or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the Trust, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as

attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring or discharging any Person as an employee of the Trust shall be subject to Iowa law. For purposes of the preceding sentence, "employee of the Trust" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of Trust Property, insurance policies insuring 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.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Trust.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such

remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the Trust and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust enabling it to provide joint investment services to Participants and to permit them to cooperate to their mutual advantage although such actions, matters or things are not herein specifically mentioned. This Declaration of Trust and Joint Powers Agreement shall be liberally construed to that end. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the Trust shall at all times be conducted in accordance with, the applicable laws of the State of Iowa.

ARTICLE III

The Adviser and the Administrator

3.1 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 to the Trustees, and the Administrator as an administrator for the Trust and may grant or delegate such authority to the Adviser and the 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.

3.2 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.

3.3 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.

3.4 Successors. In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser or Administrator.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. 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.

4.2 Restrictions Fundamental to the Trust. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the Trust:

(i) may not make any investment other than investments authorized by the provisions of law applicable to the investment of funds by the Participants, as the same may be amended from time to time.

(ii) may not purchase any Permitted Investment which has a maturity date more than one year from the date of the Trust's purchase thereof, unless subject, at the time of such purchase by the Trust, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Trust within one (1) year;

(iii) may not purchase any Permitted Investment if the effect of such purchase by the Trust would be to make the average dollar weighted maturity of the Trust's investment portfolio greater than one hundred twenty (120) days; provided, however, that in making such determination, any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the Trust is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Trust may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) may not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments;

(v) may not make loans, provided that the Trust may make Permitted Investments;

(vi) may not hold or provide for the custody of any Trust property in a manner not authorized by law or by any institution or Person not authorized by law; and

(vii) may not purchase securities or shares of investment companies or any entities similar to the Trust.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a Person with which the Trust is authorized to enter into repurchase agreements pursuant to Section 2.2(b)(iii) hereof.

4.3 Amendment of Restrictions. The restrictions set forth in section 4.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative approval in writing of a majority of the Participants entitled to vote, except that such restrictions may be changed by

the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of Iowa and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

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; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust 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, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Trust and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Declaration of Trust; and all such other Persons shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), as such, of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

5.2 Liability to the Trust or to the Participants. No Trustee, officer, 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, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Declaration of Trust; provided,

however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

5.3 Indemnification.

(a) The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Trust shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by a Trustee in connection with the defense or disposition of any action, suit or other proceeding by the Trust or any other Person, whether civil or criminal, in which the Trustee may be involved or with which the Trustee may be threatened, while in office or thereafter, by reason of being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which the Trustee shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of duties or gross negligence or, in the case of the Adviser or the Administrator, in willful or negligent violation of the restrictions on investments of the Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Fund with respect to breaches by it of a contract between it and the Trust; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Trust shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the

defenses that could have been presented on behalf of such Trustee, officer, employee or agent were meritorious. The rights accruing to any trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which a Trustee may be otherwise entitled except out of the Trust property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that the Trustee is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of duties.

5.4 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

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 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 and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be

had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the Trust shall, in the performance of duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

5.8 Liability Insurance. The Trustees shall, at all times, maintain insurance for the protection of the Trust Property, and the Trustees, Participants, offices, employees and agents of the Trust in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the Trust or the Trustees, Participants, officers, employees or agents of the Trust pursuant to any applicable provision of law.

ARTICLE VI

Interests of Participants

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 Units, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Units that that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Units 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, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on

behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Units, and they shall have no right to call 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 as assessment of any kind by virtue of the allocation of Units to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Units.

(a) The Trustees shall credit a Participant with additional Units upon receipt of moneys (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 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 10.2 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 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.

(c) The minimum amount of money which may be placed in the Trust by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of money which may be placed in the Trust by a Participant at any one time shall be One Dollar ($1.00).

6.3 Evidence of Unit Allocation. Evidence of Unit allocation shall be reflected in the Unit Register maintained by or on behalf of the Trust pursuant to Section 7.1 hereof, and the Trust shall not be required to issue certificates as evidence of Unit allocation.

6.4 Reduction in Number of Units to Maintain Constant Net Asset Value. The Units of the Trust 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.

6.5 Withdrawals. Moneys may be withdrawn from the Trust at the option of a Participant, upon and subject to 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 allocated to such Participant to the number of Units which shall reflect such Participants proportionate interest in the net assets 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 no be structured so as to substantially and materially restrict the ability of the Participants to withdraw moneys from the Trust.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Iowa or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Units or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the Trust at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than One Dollar ($1.00) need be honored.

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 6.5 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.

ARTICLE VII

Record of Units

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 representing their respective beneficial interests hereunder 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 are allocated. Only Participants whose allocation of Units is recorded on such Unit Register shall be entitled to receive distributions with respect to Units or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust as shall keep the Unit Register for entry thereon.

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 which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Units 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.

7.3 Owner of Record. No Person becoming entitled to any Units 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 are allocated and shall only be entitled to receive for such Units the amount credited to the account of the Participant whose beneficial interest in the Trust is represented by such Units. 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 are allocated shall be deemed to be the Participant to which such Units 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.

7.4 No Transfers of Units. The beneficial interests measured by the Units shall not be transferrable, in whole or in part, other than to the Trust itself for purposes of effectuating a withdrawal of funds.

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 any charge, pledge or equity to which any of the Units 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 recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Units 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 and from all liability to see to the proper application thereof.

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, postage prepaid, 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.

ARTICLE VIII

Participants

8.1 Qualification and Voting. Each Participant must be a School Corporation whose Board of Directors are members of the Iowa Association of School Boards. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the Trust as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the Trust as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Units to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

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8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the participants, have the right to initiate a vote of the participants as to any matter described in Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the Trust shall be open to inspection at all reasonable times.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Iowa at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person shall constitute a quorum at any meeting of Participants.

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.

8.6 Record Date for Meetings and Votes. For the purposes 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 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 redeemed 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.

8.7 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Units allocated to it, if any.

ARTICLE IX
Trustees and Officers

9.1 Number and Qualification; Non-Voting Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The number of Trustees shall be six (6).

(b) Any vacancy created by an increase in the number of Trustees may be filled by the appointment of an individual having the qualifications described in this Section 9.1 made by a resolution of a majority of the Trustees then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, and (ii) agreed in writing to be bound by the terms of this Declaration of Trust.

(c) Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 9.5 hereof, the Trustees continuing in office, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.

(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 9.5 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.

(e) Four Trustees shall be Board of Director members who are members of the board of directors of the Iowa Association

of School Boards, Inc., one (1) shall be a superintendent of a School Corporation, and one (1) shall be a school board secretary or school business official.

(f) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

(g) The Executive Director of the Iowa Association of School Boards shall be an ex officio non-voting member of the Board of Trustees who shall not be counted in the determination of a quorum, and the term "Trustees" as used herein shall not refer to ex officio non-voting Trustees unless otherwise indicated.

9.2 Organizational Trustees. Upon the execution of this Declaration of Trust, the Board of Directors of the Iowa Association of School Boards shall appoint the following six (6) individuals to serve as Trustees until the first annual meeting or vote of the Trustees and until their successors shall have been elected and qualified:

Name	Address	School Corporation
Boyd Boehlje	P.O. Box 67 Pella, IA 50219	Pella
Nels Turnquist	6185 N.E. Rising Sun Dr. Des Moines, IA 50317	Southeast Polk
Patsy Partridge	1707 Parkview Heights Keokuk, IA 52632	Keokuk
Philip Patton	602 Louisiana, S.W. Orange City, IA 51041	Maurice-Orange City
William Lepley	207 Scott Street Council Bluffs, IA 51501	Council Bluffs
Max Miller	P.O. Box 698 Ottumwa, Iowa 52501	Ottumwa

9.3 Term and Election.

(a) The Board of Trustees shall elect the Trustees at the annual meeting. The Board of Trustees shall consider such recommendations as the Board of Directors of the Iowa Association of School Boards may make.

(b) Each Trustee named herein, or elected or appointed as provided in Section 9.1 or 9.5 hereof prior to the first annual meeting, shall (except in the event of resignations or removals or vacancies pursuant to Section 9.4 or 9.5 hereof) hold office until a successor has been elected and qualified. At the first annual meeting, 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 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.

(c) Election of Trustees at the annual meeting shall be by the affirmative vote of at least a majority of the Trustees entitled to vote present in person at such meeting. The election of any Trustee (other than an individual who was serving as a Trustee immediately prior to such election) pursuant to this Section 9.3 shall not become effective unless and until such person shall have (i) in writing accepted his election, and (ii) agreed in writing to be bound by the terms of this Declaration of Trust.

9.4 Resignation and Removal. Any Trustee may resign without need for prior or subsequent accounting by an instrument in writing signed by the Trustee and delivered to the Chairman, the Vice Chairman or the Secretary and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Trustees may be removed, with cause, by the action of two-thirds of the remaining Trustees.

Upon the resignation, removal, or otherwise ceasing to be a Trustee, such Trustee shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on behalf of such Trustee such documents as the remaining Trustees shall require as provided in the preceding sentence.

9.5 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 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 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 his successor has been elected and has qualified to serve as Trustee.

9.6 Meetings.

(a) The annual meeting of the Trustees shall be held within 120 days after the completion of the Trust's fiscal year.

(b) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary, or any two Trustees. Regular meetings of the Trustees may be held at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting" law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present). Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the Trust when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(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 9.6(a). 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.

(d) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.16 and shall be entitled to vote.

(e) All or any one or more Trustees may participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participation in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner a those of a meeting of Trustees held in person.

9.7 Officers. The Trustees shall annually elect, from among their numbers, a Chairman who shall be the chief officer of the Trust and a Vice Chairman who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more officers, except those of Chairman, Vice Chairman, Treasurer and Secretary, may be held by the same person. The Treasurer and Secretary, if not themselves Trustees, shall attend meetings of the Trustees but shall have no voting power thereat.

9.8 By-Laws. The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust.

9.9 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

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, an interim report containing an unaudited balance sheet of the Trust as at the end of such quarterly 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 period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Unit 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.

10.2 Constant Net Asset Value; Reduction of Allocated 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. 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 each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the Trust's allocated 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. 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.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, 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.

10.4 Retained Reserves. The Trustees may retain from the gross income of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

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

be contained in the By-Laws 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.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian 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 Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting Trust Property shall be held in safekeeping in the manner required by law, including, without limitation, Iowa Code Chapters 452 and 453, and such other law then in effect governing the investment of moneys of School Corporations.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the laws of the United States of America or one of the States thereof having capital and surplus aggregating at least $25,000,000.

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment thereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from

time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the Trust may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Units of the Trust by reducing the amount payable thereon upon liquidation of the Trust or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the Trust pursuant to this Section 1.3.1:

(i) The Trust shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affiars of the Trust and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer orother disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Units.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. The Trustees may select, or direct the organization of, a corporation, association, trust or other Person with which the Trust may merge, or which shall take over the Trust Property and carry on the affairs of the Trust, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Trust Property to any such corporation, association, trust or other Person in exchange for cash or units or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities

of the Trust; and thereupon the Trustees shall terminate the Trust and deliver such cash, units, securities or beneficial interest ratably among the participants of this Trust.

13.3 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV

Miscellaneous

14.1 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.

14.2 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

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-Law 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.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Iowa laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

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14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by School Corporations Electing to Become Additional Participants; Resignation of Participants.

(a) Any School Corporation meeting the requirements of Section 1.2(a) and 8.1 hereof, may become a Participant of this Trust by (i) taking appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii), providing the Trustees such other documents, certificates, information, or opinions as may be required by the Trustees. This Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument to the Trustees shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Eligible School Corporations are as follows:

K-12 SCHOOL DISTRICTS

Ackley-Geneva Comm.
ACL Comm.
Adair-Casey Comm.
Adel-DeSoto Comm.
Akron-Westfield Comm.
Albert City-Truesdale Comm.
Albia Comm.
Alburnett Comm.
Alden Comm.
Algona Comm.
Allamakee Comm.
Allison-Bristow Comm.
Alta Comm.
Amana Comm.
Ames Comm.
Anamosa Comm.
Anamosa Comm.
Andrew Comm.
Anita Comm.
Ankeny Comm.

Anthon-Oto Comm.
Aplington Comm.
Ar-We-Va Comm.
Armstrong-Ringsted Comm.
Arnolds Park Comm.
Atlantic Comm.
Audubon Comm.
Aurelia Comm.
Avoca Comm.

B-G-M Comm.
Ballard Comm.
Battle Creek Comm.
Baxter Comm.
Bayard Comm.
Beaman-Conrad-Liscomb Comm.
Bedford Comm.
Belle Plaine Comm.
Bellevue Comm.
Belmond Comm.

Bennett Comm.
Benton Comm.
Bettendorf Comm.
Blakesburg Comm.
Bondurant Comm.
Boone Comm.
Boone Valley Comm.
Boyden-Hull Comm.
Bridgewater-Fontanelle Comm.
Britt Comm.
Buffalo Center-Rake Comm.
Burlington Comm.
Burt Comm.

C & M Comm.
Cal Comm.
Calamus Comm.
Camanche Comm.
Cardinal Comm.
Carlisle Comm.
Carroll Comm.
Carson-Macedonia Comm.
Cedar Falls Comm.
Cedar Rapids Comm.
Cedar Valley Comm.
Center Point Comm.
Centerville Comm.
Central City Comm.
Central Clinton Comm.
Central Comm.
Central Dallas Comm.
Central Decatur Comm.
Central Lee Comm.
Central Lyon Comm.
Central Webster Comm.
Chariton Comm.
Charles City Comm.
Charter Oak-Ute Comm.
Cherokee Comm.
Clarence-Lowden Comm.
Clarinda Comm.
Clarion Comm.
Clarke Comm.
Clarksville Comm.
Clay Central Comm.
Clear Creek Comm.
Clear Lake Comm.
Clearfield Comm.
Clinton Comm.
Colfax-Mingo Comm.
College Comm.
Collins-Maxwell Comm.
Colo Comm.
Columbus Comm.

Coon Rapids Comm.
Corning Comm.
Corwith-Wesley Comm.
Council Bluffs Comm.
Crestland Comm.
Creston Comm.

Dallas Center-Grimes Comm.
Danville Comm.
Davenport Comm.
Davis Co. Comm.
Dayton Comm.
Decorah Comm.
Deep River-Millersburg Comm.
Delwood Comm.
Denison Comm.
Denver Comm.
Des Moines Ind.
Dexfield Comm.
Diagonal Comm.
Dike Comm.
Dow City-Arion Comm.
Dows Comm.
Dubuque Comm.
Dumont Comm.
Dunkerton Comm.
Dunlap Comm.
Durant Comm.
Dysart-Geneseo Comm.

Eagle Grove Comm.
Earlham Comm.
East Buchanan Comm.
East Central Comm.
East Greene Comm.
East Monona Comm.
East Union Comm.
Eastern Allamakee Comm.
Eastwood Comm.
Eddyville Comm.
Edgewood-Colesburg Comm.
Eldora-New Providence Comm.
Elk Horn-Kimballton Comm.
Emmetsburg Comm.
English Valleys Comm.
Essex Comm.
Estherville Comm.
Everly Comm.
Exira Comm.

Fairfield Comm.
Farragut Comm.
Floyd Valley Comm.
Fonda Comm.

Forest City Comm.
Fort Dodge Comm.
Fort Madison Comm.
Fox Valley Comm.
Fredericksburg Comm.
Fremont Comm.
Fremont-Mills Comm.

Galva-Holstein Comm.
Garnavillo Comm.
Garner-Hayfield Comm.
Garwin Comm.
George Comm.
Gilbert Comm.
Gilmore City-Bradgate Comm.
Gladbrook Comm.
Glenwood Comm.
Glidden-Ralston Comm.
Goldfield Comm.
Graettinger Comm.
Grand Comm.
Grand Valley Comm.
Green Mountain Ind.
Greene Comm.
Greenfield Comm.
Grinnell-Newburg Comm.
Griswold Comm.
Grundy Center Comm.
Guthrie Center Comm.
Guttenberg Comm.

Hamburg Comm.
Hampton Comm.
Harlan Comm.
Harmony Comm.
Harris-Lake Park Comm.
Hartley-Melvin Comm.
Havelock-Plover Comm.
Hedrick Comm.
Highland Comm.
Hinton Comm.
H-L-V Comm.
Howard-Winneshiek Comm.
Hubbard Comm.
Hudson Comm.
Humboldt Comm.

Ida Grove Comm.
Independence Comm.
Indianola Comm.
Interstate 35 Comm.
Iowa City Comm.
Iowa Falls Comm.
Iowa Valley Comm.

Irwin Comm.

Janesville Cons.
Jefferson Comm.
Jesup Comm.
Johnston Comm.

Kanawha Comm.
Keokuk Comm.
Keota Comm.
Kingsley-Pierson Comm.
Klemme Comm.
Knoxville Comm.

Lake City Comm.
Lake Mills Comm.
Lake View-Auburn Comm.
Lakota Cons.
Lamoni Comm.
LaPorte City Comm.
Laurens-Marathon Comm.
Lawton-Bronson Comm.
L D F Comm.
LeMars Comm.
Lenox Comm.
Lewis Central Comm.
Lincoln CentralComm.
Lincoln Comm.
Linn-Mar Comm.
Lisbon Comm.
Little Rock Comm.
Logan-Magnolia Comm.
Lohrville Comm.
Lone Tree Comm.
Lost nation Comm.
Louisa-Muscatine Comm.
LuVerne Comm.
Lynnville-Sully Comm.
Lytton Comm.

M-F-L Comm.
Madrid Comm.
Mallard Comm.
Malvern Comm.
Manilla Comm.
Manning Comm.
Manson Comm.
Maple Valley Comm.
Maquoketa Comm.
Maquoketa Valley Comm.
Mar-Mac Comm.
Marcus Comm.
Marion Ind.
Marshalltown Comm.

Martensdale-St. Marys Comm.
Mason City Comm.
Maurice-Orange City Comm.
Mediapolis Comm.
Melcher Dallas Comm.
Meriden-Cleghorn Comm.
Meservey-Thornton Comm.
Mid-Prairie Comm.
Midland Comm.
Milford Comm.
Missouri Valley Comm.
Monroe Comm.
Montezuma Comm.
Monticello Comm.
Moravia Comm.
Mormon Trail Comm.
Morning Sun Comm.
Moulton-Udell Comm.
Mount Ayr Comm.
Mount Vernon Comm.
Mt. Pleasant Comm.
Murray Comm.
Muscatine Comm.

Nashua Comm.
Nesco Comm.
Nevada Comm.
New Hampton Comm.
New hartford Comm.
New london Comm.
New Market Comm.
Newell-Providence Comm.
Newton Comm.
Nishna Valley Comm.
Nora Springs-Rock Falls Comm.
North Central Comm.
North Fayette Comm.
North Kossuth Comm.
North Linn comm.
North Mahaska Comm.
North Polk Comm.
North Scott Comm.
North Tama County Comm.
North Winneshiek Comm.
Northeast Comm.
Northeast Hamilton Comm.
Northwest Webster Comm.
Northwood-Kensett Comm.
Norwalk Comm.
Norway Comm.

Oakland Comm.
Odebolt-Arthur Comm.
Oelwein Comm.

Ogden Comm.
Olin Cons.
Orient-Macksburg Comm.
Osage Comm.
Oskaloosa Comm.
Ottumwa Comm.
Oxford Jct. Cons.

Palmer Cons.
Panora-Linden Comm.
Parkersburg Comm.
Paton-Churdan Comm.
Paullina Comm.
Pekin Comm.
Pella Comm.
Perry Comm.
Plainfield Comm.
Pleasant Valley Comm.
Pleasantville Comm.
Pocahontas Comm.
Pomeroy Comm.
Postville Comm.
Prairie City Comm.
Prairie Comm.
Preston Comm.
Primghar Comm.

Radcliff Comm.
Red Oak Comm.
Reinbeck Comm.
Remsen-Union Comm.
Riceville Comm.
Rock Valley Comm.
Rockwell City Comm.
Rockwell-Swaledale Comm.
Roland-Story Comm.
Rolfe Comm.
Rudd-Rockford-Marble Rock
Russell Comm.
Ruthven-Ayrshire Comm.

Sac Comm.
Sanborn Comm.
Saydel Cons.
Schaller Comm.
Schleswig Comm.
Scranton Cons.
Seeco Comm.
Sentral Comm.
Sergeant Bluff-Luton Comm.
Seymour Comm.
Sheffield-Chapin Comm.
Shelby-Ocheyedan Comm.
Sidney Comm.

Sigourney Comm.
Sioux Center Comm.
Sioux City Comm.
Sioux Rapids-Rembrandt Comm.
Sioux Valley Comm.
Solon Comm.
South Clay Comm.
South Hamilton Comm.
South Page Comm.
South Tama County Comm.
South Winneshiek Comm.
Southeast Polk Comm.
Southeast Warren Comm.
Spencer Comm.
Spirit Lake Comm.
Springville Comm.
St. Ansgar Comm.
Stanton Comm.
Starmont Comm.
Steamboat Rock Comm.
Storm Lake Comm.
Stratford Comm.
Stuart-Menlo Comm.
Sumner Comm.
Sutherland Comm.

Terril Comm.
Thompson Comm.
Tipton Comm.
Titonka Cons.
Treynor Comm.
Tri-Center Comm.
Tri-County Comm.
Tripoli Comm.
Turkey Valley Comm.
Twin Cedars Comm.
Twin Rivers Comm.

Underwood Comm.
Union-Whitten Comm.
United Comm.
Urbana Comm.
Urbandale Comm.

Valley Comm

Van Buren Comm.
Van Meter Comm.
Ventura Comm.
Villisca Comm.
Vinton Comm.

Waco Comm.
Wall Lake Comm.
Walnut Comm.
Wapello Comm.
Wapsie Valley Comm.
Washington Comm.
Waterloo Comm.
Waukee Comm.
Waverly-Shell Rock Comm.
Wayne Comm.
Webster City Comm.
Wellsburg Comm.
West Bend Comm.
West Branch Comm.
West Burlington Ind.
West Central Comm.
West Delaware Comm.
West Des Moines Comm.
West Harrison Comm.
West Liberty Comm.
West Lyon Comm.
West Marshall Comm.
West Monona Comm.
West Sioux Comm.
Western Dubuque County
Westwood Comm.
Wheatland Comm.
Whiting Comm.
Williamsburg Comm.
Willow Comm.
Wilton Comm.
Winfield-Mt. Union Comm.
Winterset Comm.
Woden-Crystal Lake Comm.
Wodbine Comm.
Woodbury Central Comm.
Woodward-Granger Comm.

Yale Jamaica Bagley Comm.

AEAs

AEA 8

1 Keystone AEA
2 Northern Trails AEA
3 Lakeland AEA
4 Area Education Agency 84
5 Arrowhead AEA
6 Area Education Agency 86
7 Area Education Agency 87
9 Mississippi Bend AEA
10 Grant wood AEA
11 Heartland AEA
12 Western Hills AEA
13 Loess Hills AEA
14 Green Valley AEA
15 Southern Prairie AEA
16 Great River AEA

MERGED AREAS

MERGED AREA 8

I Northeast Iowa Technical Institute
II North Iowa Area Community College
III Iowa Lakes Community College
IV Northwest Iowa Technical College
V Iowa Central Community College
VI Iowa Valley Community College
VII Hawkeye Institute of Technology
IX Eastern Iowa Community College
X Kirkwood Community College
XI Des Moines Area Community College
XII Western Iowa Tech Community College
XIII Iowa Western Community College
XIV Southwestern Community College
XV Indian Hills Community College
XVI Southeastern Community College

(c) The members of the Board of Directors of the Prescott Community School District are not currently members in good standing of the Iowa Association of School Boards, Inc. Upon certification to the Trustees by a School Corporation now or hereafter organized under the laws of the State of Iowa that members of its Board of Directors are members in good standing in the Iowa Association of School Boards, Inc., such School Corporation shall be an Eligible School Corporation.

(d) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the withdrawal of all funds then credited to its account within the Trust. The written notice shall be in the form of a certified resolution of the School Corporation of the Participant, stating the School Board's intention to resign from the Trust. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned School Corporations of the State of Iowa, acting in the capacity of Initial Participants of the Iowa Schools Joint Investment Trust and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 1st day of October, 1986, as of which date this Declaration of Trust shall take, and come into, full force and effect.

PELLA COMMUNITY SCHOOL DISTRICT

By: _____
President

and: _____
Secretary

SOUTHEAST POLK COMMUNITY SCHOOL DISTRICT

By: _____
President

and: _____
Secretary

IOWA ASSOCIATION OF SCHOOL BOARDS

By: _____
President

and: _____
Secretary

STATE OF IOWA)
) SS:
COUNTY OF MARION)

On this 14th day of Nov., 1986, before me, a Notary Public, in and for said County in the State aforesaid personally appeared Boyd Boehlje and Barbara VanderWerff, to me personally known and to me known to be the President and Secretary, respectively, of the Board of Directors of the PELLA COMMUNITY SCHOOL DISTRICT, the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that Boyd Boehlje and Barbara VanderWerff as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
LOIS SLINGS
MY COMMISSION EXPIRES
9-5-87

Lois Slings
Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 13th day of November, 1986, before me, a Notary Public, in and for said County in the State aforesaid personally appeared Nels Turnquist and Gerald R. Zarley, to me personally known and to me known to be the President and Secretary, respectively, of the Board of Directors of the SOUTHEAST POLK COMMUNITY SCHOOL DISTRICT, the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that Nels Turnquist and Gerald R. Zarley as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
THERESA A. GRAZIANO-DAVIS
MY COMMISSION EXPIRES
8/18/89

Theresa A. Graziano-Davis
Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 18th day of Nov, 1986, before me, a Notary Public in and for said county in the State aforesaid, personally appeared Boyd Boehlje and T.E. Davidson, to me personally known and to me known to be the President and Secretary of the IOWA ASSOCIATION OF SCHOOL BOARDS, INC., the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that the said Boyd Boehlje and T.E. Davidson as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
THERESA A. GRAZIANO-DAVIS
MY COMMISSION EXPIRES
8/18/89

Theresa A. Graziano-Davis
Notary Public

(c) The members of the Board of Directors of the Prescott Community School District are not currently members in good standing of the Iowa Association of School Boards, Inc. Upon certification to the Trustees by a School Corporation now or hereafter organized under the laws of the State of Iowa that members of its Board of Directors are members in good standing in the Iowa Association of School Boards, Inc., such School Corporation shall be an Eligible School Corporation.

(d) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the withdrawal of all funds then credited to its account within the Trust. The written notice shall be in the form of a certified resolution of the School Corporation of the Participant, stating the School Board's intention to resign from the Trust. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned School Corporations of the State of Iowa, acting in the capacity of Initial Participants of the Iowa Schools Joint Investment Trust and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 1st day of October, 1986, as of which date this Declaration of Trust shall take, and come into, full force and effect.

PELLA COMMUNITY SCHOOL DISTRICT

By: _____
President

and: _____
Secretary

SOUTHEAST POLK COMMUNITY SCHOOL DISTRICT

By: _____
President

and: _____
Secretary

IOWA ASSOCIATION OF SCHOOL BOARDS

By: _____
President

and: _____
Secretary

STATE OF IOWA)
) SS:
COUNTY OF MARION)

On this 14th day of Nov., 1986, before me, a Notary Public, in and for said County in the State aforesaid personally appeared Boyd Boehlje and Barbara VanderWerff, to me personally known and to me known to be the President and Secretary, respectively, of the Board of Directors of the PELLA COMMUNITY SCHOOL DISTRICT, the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that Boyd Boehlje and Barbara VanderWerff as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
LOIS SLINGS
MY COMMISSION EXPIRES
9-5-87

Lois Slings
Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 13th day of December, 1986, before me, a Notary Public, in and for said County in the State aforesaid personally appeared Nels Turnquist and Gerald R. Zarley, to me personally known and to me known to be the President and Secretary, respectively, of the Board of Directors of the SOUTHEAST POLK COMMUNITY SCHOOL DISTRICT, the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that Nels Turnquist and Gerald R. Zarley as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
THERESA A. GRAZIANO-DAVIS
MY COMMISSION EXPIRES
8/18/89

Theresa A. Graziano-Davis
Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 18th day of Nov, 1986, before me, a Notary Public in and for said county in the State aforesaid, personally appeared Boyd Boehlje and T.E. Davidson, to me personally known and to me known to be the President and Secretary of the IOWA ASSOCIATION OF SCHOOL BOARDS, INC., the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that the said Boyd Boehlje and T.E. Davidson as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
THERESA A. GRAZIANO-DAVIS
MY COMMISSION EXPIRES
8/18/89

Theresa A. Graziano-Davis
Notary Public