IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST TRUST AGREEMENT

TABLE OF CONTENTS

PREAMBLE

WHEREAS, the purpose of the Trust governed by this Trust Agreement is to provide certain self-funded health and welfare benefits on behalf of and for the benefit of the participants and their dependents of participating Employers; and

WHEREAS, to effectuate such purpose, the Idaho School District Cooperative Service Council and the Trustees have created a Trust to serve as a vehicle for funding certain health benefits provided by the benefit plans available under the Trust, and to hold any other assets that they might possess in the operation and administration of the Trust and the benefit plans;

NOW, THEREFORE, the undersigned do hereby again declare and confirm the creation and establishment of a Trust and this Agreement pursuant to Idaho Code Title 41, Chapter 40 as follows:

ARTICLE I
DECLARATION OF TRUST

1. Declaration and Name

The Idaho School District Cooperative Service Council and the Trustees hereby declare, create and establish a Trust known as the Idaho School District Council Self-Funded Benefit Trust (the "Trust").

2. Purpose

The Trust is established pursuant to Idaho Code Title 41, Chapter 40, as amended, for the following purposes: (a) to serve as a vehicle for funding the self-funded health and welfare benefits provided by the Idaho School District Council Health and Welfare Plan created under the Trust, and (b) to hold any other de minimis assets that the Trust might possess in the operation and administration of the Trust and the Plan as provided for herein.

3. Duration of Trust; Irrevocable Trust Agreement

After the application for registration is formally approved by the Director, the Trust shall exist on an indefinite basis, contemporaneously with this Trust Agreement. The Idaho School District Council, as the plan sponsor, has no power to alter, amend, revoke, or terminate the transfer of funds or property held in trust.

4. Existence of Trust Agreement

This Trust Agreement is effective upon execution, and shall continue in effect until such time as it may be terminated in accordance with the provisions of Article IX hereof, and Idaho Code Title 41, Chapter 40.

ARTICLE II
DEFINITIONS

The following definitions shall govern this Trust Agreement:

1. "Participation Agreement" – a written agreement between an Employer and the Trustees or their designee by the terms of which the Employer adopts this Trust Agreement and applies for the self-funded benefits for the purpose of providing a Plan of health and welfare benefits to its employees and their dependents.

2. "Beneficiary" – any individual designated by a participant under the terms of the Plan, to receive benefits on account of his or her relationship to the participant.

3. "Contributions" – the amount paid by Employers and by participants into the Trust Fund for the purpose of providing Self-Funded Health Benefits and Other De Minimis Benefits to the participants and their dependents under the Plan.

4. "Director" -- the director of the Idaho Department of Insurance.

5. "Employer" – any school district or similar entity that is eligible to participate with the Idaho School District Council and satisfies the requirements of Article V hereof.

6. "Idaho School District Council" – the Idaho School District Cooperative Service Council and any successor.

7. "Other De Minimis Benefits" – unrelated non-health care funds, such as monies (that include insurance premiums) for long-term disability income benefits or life insurance, into the Trust to the extent that such monies in total are merely incidental to the Trust and are *de minimis* in relation to the total amount of funds in the Trust, in total at any one time not to exceed five percent (5%) of the total contributions and monies in the Trust. Said unrelated monies shall be identifiable upon request by the Idaho Department of Insurance. Said unrelated monies shall also be transferred and paid out of the Trust no later than at the end of the quarter in which said unrelated monies were received by the Trust or sooner as may be required.

8. "Participant" – any individual employee (or pre-65 retiree) who is eligible for the Self-Funded Health Benefits under the terms of the Plan on account of employment with an Employer.

9. "Parties" – the Idaho School District Council and the Trustees, or their respective successors.

10. "Plan" – the Trust, the Trust Agreement, the Participation Agreement, contracts between the Plan and Trust and any other party, restatement of benefits in any form, advertising and marketing material, the programs and other documents relating to the programs of Self-Fund Health Benefits and Other De Minimis Benefits as originally established and from time to time amended by the Trustees.

11. "Self-Funded Health Benefits" – certain benefits under which payment for medical, surgical, hospital, dental, vision and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily condition of an employee or dependent beneficiary of the Plan is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by the employer or employers, or by the employer or employers and the employees pursuant to the Plan.

12. "Trustees" – the Board of Trustees of the Trust as appointed by the Idaho School District Council and as accepted by the Employers in their Participation Agreements.

13. "Trust" – the Idaho School District Council Self-Funded Benefit Trust created and established under the terms of this Trust Agreement, and the assets constituting the corpus thereof.

14. "Third Party Administrator" – the third party administrator (licensed and bonded pursuant to Idaho Code Title 41, Chapter 9) of the Self-Funded Health Benefits provided under the Plan and as designated by the Board of Trustees; and who is not an employer, a member of the Idaho School District Council or a Trustee.

ARTICLE III
THE BOARD OF TRUSTEES

1. Number of Trustees

The number of Trustees shall be five (5) unless otherwise determined by the Idaho School District Council.

2. Qualification of Trustees

A Trustee shall be an individual who demonstrates the character, fitness and competence to function in such role and is qualified by his or her training and/or experience to perform such services as a fiduciary on behalf of the beneficiaries of the Plan and Trust. The pool of candidates who may serve as a Trustee shall consist of retired school administrators, active assistant superintendents, and select individuals from the private sector who have no direct or indirect pecuniary or other self-interest or agenda that is related to the Plan or Trust or that is adverse to the best interests of the beneficiaries of the Plan and Trust. The following shall not be a Trustee: any Employer, active superintendent, current school board member, or current member of the Idaho School District Council. No person shall be appointed or serve as a Trustee in contradiction to the terms of Idaho Code Title 41, Chapter 40, as amended, and the rules promulgated there under including the fidelity bond requirements pursuant to Idaho Code §41-4014(3).

3. Appointment of Trustees

Each individual Trustee shall be appointed by the Idaho School District Council. In the event a vacancy in a trustee position occurs, and the Idaho School District Council is unwilling or unable to appoint a successor Trustee; within sixty (60) days of the date the trustee position is vacant, a successor Trustee shall be appointed by a majority of the then serving Trustees. In the event no Trustees are serving, a successor Trustee shall be appointed by nomination and election of the participating Employers so qualified under Article V. The Third Party Administrator shall conduct such election at the expense of the Trust. The Third Party Administrator shall notify the participating Employers of the appointment of a successor Trustee.

4. Acceptance of Appointment

A Trustee shall consent to and accept his or her appointment as a Trustee in writing sent to the Idaho School District Council and the Board of Trustees.

5. Tenure

The Trustees shall be divided into the two (2) classes: Class A – comprised of two (2) Trustees; and Class B – comprised of three (3) Trustees effective upon execution. The initial term of Class A Trustees shall end September 1, 2018. The initial term of Class B Trustees shall end September 1, 2019. Thereafter, at each annual meeting of the Idaho School District Council, the number of Trustees equal to the number of Trustees in the class whose term expires at the time of such meeting, shall be appointed or reappointed by the Idaho School District Council to hold office until the third succeeding annual meeting and until the Trustee's successor is appointed, or until the Trustee's death, incapacity, resignation or removal as provided in this Trust Agreement.

6. Resignation of Trustees

A Trustee may resign and subsequent thereto shall be discharged from further duty or responsibility hereunder by giving at least sixty (60) days prior written notice to the Idaho School District Council and the remaining Trustees or such shorter notice as the Idaho School District Council may accept as sufficient. The notice shall state the date such resignation is to be effective, and such resignation shall take effect on said date unless a successor Trustee shall have been appointed at an earlier date. If a successor Trustee has been appointed, the resignation shall take effect immediately upon the appointment of the successor Trustee.

7. Removal of Trustees

The appointment of a Trustee may be terminated at any time only after a resolution has been adopted in accordance with the bylaws of the Idaho School District Council and after written notice authorized by the Idaho School District Council, which notice shall be sent by registered or certified mail to the Trustee. The notice shall state the date on which the removal shall take effect. Reasonable notice of such termination shall be given to any remaining Trustees then serving.

A Trustee who fails to attend more than fifty percent (50%) of the meetings of the Trustees in a Plan Year shall be removed from office effective at the end of the applicable Plan Year without further action by the Idaho School District Council.

8. Return of Trust Property

A Trustee, upon leaving office for any reason, shall forthwith turn over and deliver to the Third Party Administrator or to the successor Trustee all property in his or her possession or under his or her control, including any books, records, documents, instruments, insurance policies etc. which belong to the Trust, along with a complete accounting thereof to the successor Trustee, participating Employers, and the Third Party Administrator.

ARTICLE IV
ADMINISTRATION OF TRUST

1. Office of Trust

The Trust's principal office shall be in the Boise, Idaho metropolitan area.

2. Meetings of Trustees

The business of the Trustees shall be conducted at regular or special meetings. The Trustees shall establish a schedule for regular meetings of the Trustees. Any one or more Trustees may call a meeting of the Trustees at any time by giving at least seven (7) days written notice of the time and place of the meeting to the remaining Trustees. Meetings of the Trustees may be held at any time without notice if all of the Trustees consent to the meeting.

3. Quorum of Trustees

A quorum of Trustees for the purpose of conducting business shall be a majority of Trustees then serving and who are present at the regular or special meeting in person or telephonically.

4. Voting

Each Trustee shall have one vote on all matters in any meeting of the Trustees. Action will be taken by a majority of the Trustees present either in person or telephonically. No proxies will be allowed in any action by the Trustees.

5. Authorized Signatures

The Trustees are hereby authorized to execute all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust, provided that the authority for signing such negotiable instruments, certificates, contracts, government reports, and other legal documents may be delegated, except as to investments as provided in Article VII, Section 4(h), to a single Trustee, the Third Party Administrator, depository bank, or custodian bank. All persons doing business with the Trust may rely on such signature.

6. Compensation of Trustees

The Trustees shall not receive compensation for their services as Trustees under this Trust Agreement, except as permitted by law particularly section 41-4015, Idaho Code, or its subsequent equivalent and approved by the Trustees. Trustees may receive reimbursement for expenses incurred by them in the performance of their services as Trustees under this Trust Agreement. Any such reimbursement shall only be for reasonable and necessary expenses in accordance with policies of the Trustees incurred in the operation or administration of the Trust.

7. Liabilities of Trustees

To the extent permitted by Idaho Code § 41-4009(5) concerning the investment of trust fund moneys, the Trustees shall not incur any liability, for any act or failure to act, unless such act or failure to act is due to the Trustees' or an individual Trustee's own gross negligence or willful misconduct or lack of good faith; however, the foregoing shall not relieve the Trustees or an individual Trustee from liability that may be established under Idaho Code Section 41-4017. Subject to the provisions of Idaho Code § 41-4009, the Trustees may act or rely upon any of the following:

(a) any instrument, application, notice, request, signed letter, telegram, or other document believed by the Trustees to be genuine and to contain a true statement of facts and to be signed or sent by the proper individual; or

(b) the advice, opinion, records, reports, or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment manager, or any other adviser selected by the Trustees with reasonable care.

8. Indemnification of Trustees

The Trustees shall be indemnified out of the assets of the Trust for all liabilities or expenses incurred or imposed on the Trustees in connection with any claim, suit, action, or proceeding concerning the Trust, or the Trustees' acts or omissions as Trustees, including legal fees and amounts paid in compromise or settlement, unless such acts or omissions constitute gross negligence, willful misconduct, or lack of good faith; provided, however, the foregoing shall not relieve the Trustees from liability that may be established under Idaho Code Section 41-4017.

ARTICLE V
PARTICIPATION

1. Employers Entitled to Participate

An Employer shall be entitled to participate in the Trust and to provide its employees who are eligible to be participants with the Self-Funded Health Benefits of this Trust if it satisfies the following requirements:

(a) On or after the effective date of this Trust Agreement, the Employer has a Participation Agreement with the Trustees adopting this Trust Agreement for the purpose of providing Self-Funded Health Benefits to its employees and pre-65 retirees and their dependents;

(b) The Employer is accepted for participation in the Trust pursuant to any underwriting rules established by the Trustees that are in compliance with applicable law; and

(c) The Employer makes timely contributions as required by the Trustees.

2. Unauthorized Participation

The only individuals who are entitled to participate in and to receive Self-Funded Health Benefits from the Trust shall be employees (and pre-65 retirees) of the Employers and their dependents described in Article V, Section 1. The receipt by the Trust or insurers of contributions which may be submitted on behalf of individuals who are not eligible to participate shall not estop the Trustees from declining or terminating the participation of such individuals, nor shall it constitute a waiver of any of the participation, coverage, or benefit eligibility requirements of this Trust Agreement or of the Plan.

ARTICLE VI

DUTIES OF TRUSTEES

1. Duties of Trustees

The Trustees shall have the duties of administering the Plan provided under the Trust and holding and investing any other assets held by the Trust for the purpose of providing funding for the Plan to participants and beneficiaries, and entering into any other contracts or arrangements necessary to fund and provide the Self-Funded Health Benefits and Other De Minimis Benefits provided through the Plan.

The Trustees also shall have the specific duties described in this Trust Agreement, and any other duties that are imposed upon them by law.

2. Maintenance of Tax-Qualified Status

The Trustees shall administer the Trust in compliance with the provisions of the Internal Revenue Code so that, to the extent permitted by law, the Trust maintains tax-exempt status.

3. Basis of Payments to and from Trust

The basis on which contributions of Employers and employees are made shall be as described in the Participation Agreement. Employee contributions, if any, shall be made by regular, periodic payroll deductions. Contributions shall be deposited in the Trust when received by the Third Party Administrator. All expenditures must be disbursed from the Trust fund. The basis on which funds are disbursed from the Trust for the payment of benefits and operational and administrative expenses shall be as specified in the documents, contracts, or other instruments governing the Plan and the arrangements for professional services required in the operation and administration of the Trust.

4. Application of Trust Assets

The assets of the Trust shall never inure to the benefit of any Employer and shall be held for the exclusive purposes of providing the Self-Funded Health Benefits and Other De Minimis Benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Trust.

a. The assets of the Trust shall be legally liable for payment of all applicable benefits stated in the written statement or schedule of benefits for such plan in effect at the time a claim thereunder arises.

5. Fiduciary Standards

The Trustees shall discharge their duties and administer the Trust assets as fiduciaries solely in the interest of the participants and their beneficiaries, and for the exclusive purposes of (a) providing benefits to participants and their beneficiaries; and (b) defraying reasonable expenses of administering the Trust.

In carrying out their duties, the Trustees shall act with care, skill, prudence, and diligence. The Trustees shall act in accordance with the documents and instruments governing the Trust insofar as such documents and instruments are consistent with the Idaho Code.

No Trustee shall make or knowingly permit the making, directly or indirectly, of any political contribution by or from any self-funded plan trust fund.

6. Reserves and Surplus

The Trustees shall establish and maintain in the trust reserves in the amount as certified by a qualified actuary as being necessary for payment for claims liability and such other requirement as set forth in chapter 40, title 41, Idaho Code and the rules relative thereto.

The Trustees shall establish and maintain in the trust fund surplus equal to at least (a) the equivalence of three (3) months of contributions for the current plan year; or one hundred ten percent (110%) of the difference between the total dollar aggregate stop-loss attachment point plus costs of operation and the total dollar expected contributions for the current plan year. The Trustees shall meet the minimum surplus requirements no later than twelve (12) months after the date of initial operation.

7. Specific Duties of Trustees

The Trustees shall have the following specific duties under this Trust Agreement:

(a) To establish eligibility rules for participation, procedures to be followed in issuing, maintaining, administering, amending, replacing or terminating the Plans and establishing the actuarially certified rates for the Plan that are sufficient to cover moderately adverse experience and all costs of operation.

(b) To make, execute, acknowledge and deliver any and all contracts and other documents necessary or appropriate to carry out the duties contained herein and to effectuate the purposes of the Trust.

(c) Prior to the beginning of any plan year or period, to furnish to each participant a written statement or schedule adequately and clearly stating all benefits currently provided under the Plan, as well as the applicable restrictions, limitations, and exclusions, and the procedure for filing a claim for benefits.

(c) To maintain a listing of Employers and their mailing addresses, a record of contributions made to the Trust, and a copy of Participation Agreements completed by participating Employers as required by Article V, Section 1.

(d) To determine Employers not making premium contributions to the Trust and to notify Employers of nonpayment of such premium contributions in accordance with procedures established by the Trustees. The Trustees shall not be under a duty to demand or affirmatively collect such contributions unless coverage has been provided and/or benefits have been paid and no contribution or an incorrect amount of contribution has been paid.

(e) To maintain a list of insurers (if any) and their mailing addresses and prepare and provide reports to the insurers (if any) with any information they may require in connection with policies issued to the Trust.

(f) To request from Employers and the participants and beneficiaries any information necessary to the maintenance of the Plan and the continuation, operation and administration of the Trust.

(g) To maintain the funding of the Trust on an actuarially sound basis by assuring that the assets and income of the Trust are adequate under reasonable estimates to fund all of the Self-Funded Health Benefits and Other De Minimis Benefits provided under the Plan and to cover all other costs of operation.

(h) To maintain a list of any service providers and their addresses and a copy of any agreements with said service providers.

(i) To maintain all reports and documents as required by the Idaho Department of Insurance and provide such material to the Idaho Department of Insurance as required.

The actual performance of these duties may be delegated to professional advisors or the Third Party Administrator.

8. Deposits

Any contributions, and other assets received by the Trust may be deposited by the Trustees in a trust fund in one or more banks or similar financial institutions supervised by the United States or a state.

9. Title of Trust Assets

Title of all assets of the Trust, shall be maintained in the name of the Trust, or a nominee. The indicia of ownership of all investments and other assets of the Trust shall not be maintained outside the jurisdiction of the district courts of the United States.

10. Fidelity Bond

Any person, including the Trustees, who receives, handles, disburses, or otherwise exercises custody or control of any funds or other property of the Trust shall be bonded in the amounts described in Idaho Code Section 41-4014. The bond so required shall be in the name of the Idaho School District Council Self-Funded Benefit Trust.

11. Records

The Trustees shall maintain the records of the administration of the Trust, including the minutes and records of any official meetings of the Trustees, records of all receipts and disbursements, all investments purchased or sold, and all correspondence. All records shall be kept for at least six (6) years, and no such record shall be destroyed during any liquidation or runoff period. The Trustees shall produce such records to the Director as required by law.

12. Procedure for Review of Denied Benefit Claims

The Trustees shall establish, in conjunction with the Third Party Administrator, administrative procedures for the review of adverse benefit determinations and other claims arising in the operation and administration of the Trust and the Plan, including any external review as required by law. The Trustees may delegate the responsibility for the review of adverse benefit determinations to the Third Party Administrator, under such administrative procedures.

ARTICLE VII
AUTHORITY OF TRUSTEES

1. General Authority

The Trustees shall have the authority to execute and hold all contracts and agreements entered into with the Trust for the purpose of providing the plans of self-funded and other benefits to participants and beneficiaries, and to take such actions as may be necessary in the operation and administration of the Trust and to carry out the purposes of this Trust Agreement.

2. Amendments to Trust Agreement

Subject to the prior review and approval by the Idaho Department of Insurance, the Trustees shall have the authority to make amendments to the Trust Agreement. Amendments may be made on a prospective or retroactive basis. However, no amendment shall be made which alters the purpose of the Trust Agreement; conflicts with any applicable law or government regulation; causes the use or diversion of any part of the Trust for purposes other than those authorized in this Trust Agreement; increases the burdens or obligations of any Employer, except to the extent permitted in the Trust Agreement or Participation Agreement; changes or modifies the duties or responsibilities of the Trustees without their written consent; or changes or modifies the sponsor or name of the Trust without the written consent of the Idaho School District Council.

3. Design of Plan

The Trustees in conjunction with its professional advisors shall have the authority to design and approve the design of the plans of self-funded and other benefits offered through the Trust, including the rules under which participants shall be eligible for benefits and the nature and amount of such benefits. If different contribution rates exist for different Employers or groups of employees, the Trustees may establish different eligibility rules or benefit formulas for the participants and their beneficiaries who are affected thereby.

4. Additional Powers

In addition to the powers described in this Article VII, the Trustees shall have the authority to take the following actions:

(a) To refund contributions which have been paid to the Trust in error, as permitted by law.

(b) To pay, at the expense of the Trust, all taxes or assessments and other Trust expenses that may be lawfully levied or assessed against the Trust.

(c) To prosecute legal actions, or claims involving potential legal actions, at the expense of the Trust and in the name of the Trust or an assignee.

(d) To defend, settle, or compromise legal actions, or claims involving legal actions, and investigatory proceedings initiated against the Trust, or against one or more Trustees, that pertain to the administration of the Trust. Notwithstanding any other provisions of this Trust Agreement, the Trustees are not obligated to defend, settle, or compromise legal actions, or claims involving legal actions and investigatory proceedings brought against any participating Employer.

In the event a breach of fiduciary duties resulting in personal liability on the part of one or more the Trustees or other persons is established, the Trust shall not pay nor be responsible for the attorney fees and costs of the individual Trustee or such other persons.

(e) To correct errors in Trust records when they are discovered, and to take appropriate action with respect to such corrections.

(f) To merge or to transfer assets and liabilities of this Trust to another employee benefit trust, or to accept the merger or the transfer of assets and liabilities of another employee benefit trust into this Trust, subject to the approval of the Idaho Department of Insurance.

(g) To interpret and apply the provisions of this Trust Agreement with respect to the operation and administration of the Trust.

(h) To delegate all or part of their responsibilities, except for the power to alter, amend, revoke or terminate the Trust, and except for the Trustees' obligations arising under Idaho Code § 41-4009 regarding the investment of Trust funds, for the operation and administration of the Trust to providers of services whom the Trustees may designate.

(i) To contract with one or more investment managers who (i) is registered as an investment adviser under the Investment Advisers Act of 1940; (ii) is a bank as defined in that Act; or (iii) is an insurance company qualified to manage, acquire, or dispose of assets of an employee benefit plan under the laws of more than one state. Any such investment manager shall acknowledge, in writing, that it is a fiduciary with respect to the Trust. Any investment of Trust funds of the Trust shall be made and held in the name of the Trust and shall be subject to the restrictions described in Idaho Code Section 41-4009 and no investment shall be made unless authorized in writing by the Board of Trustees and so shown in the records of the trust fund.

5. Contributions

All contributions are to be paid in advance and are to be deposited in and disbursed from a trust fund as created by this Irrevocable Trust Agreement. All participating Employers shall contribute to the Trust. Each Employer shall agree in its Participation Agreement to promptly remit to the Trust, on a monthly basis in advance, the contributions that are required to adequately cover the funding of the self-funded benefits and other benefits provided by the plans created under the Trust, including a share of the Trust's administrative expenses, for its employees and their beneficiaries. All contributions shall be deposited in the trust fund in the name of the Plan pursuant to Idaho Code Section 41-4008(3). The contributions of each Employer shall be paid from its general assets, and shall include any contributions from its employees made by periodic payroll deduction. Failure to make required contributions shall constitute grounds for immediate disqualification of an Employer from participation in the Trust and termination of coverage of its employees and their beneficiaries under the Plan created under the Trust.

The Trustees may bring an action to collect contributions if coverage has been provided or if benefits have been paid and either no contributions or an incorrect amount of contributions has been paid. If the Trustees are successful in bringing legal action, the employer will owe, in addition to the contributions, interest, court costs, and attorneys fees.

To ensure the proper determination of contributions and eligibility in the administration of the Trust and the Plan, an Employer shall promptly furnish to the Trustees on demand such payroll information and data with respect to the individual participants that the Trustees may require. Payroll information and data shall be limited in nature to that minimum information necessary for the administration of the Trust and the benefit plans. The Trustees, or their authorized representatives, have the right to examine the relevant payroll records of an Employer with respect to the individual participants whenever an examination is deemed necessary or advisable by the Trustees in connection with the administration of the Trust and the Plan.

ARTICLE VIII
GENERAL PROVISIONS

1. Title to the Trust

Title to the Trust and any funds or property therein shall be vested in and remain exclusively with the Trustees. Neither the Idaho School District Council, nor any Employer or participant or beneficiary shall have any right, title, or interest in the Trust; or any right in or to the assets held therein; nor any claim against the Trustees, except as provided in this Trust Agreement; or the power to alter, amend, revoke or terminate any transfer in trust.

2. Liabilities of Trust

Neither the Idaho School District Council, nor any Employer or any other party hereto, shall be responsible for the acts of the Trustees, or for any debts, liabilities, or obligations of the Trust, except as described in Article IV Section 5.

3. Statutory Capacities of Parties

The Idaho School District Council shall be considered to be the plan sponsor. The Trustees shall be the fiduciaries and plan administrators.

4. Non-alienation of Assets

Neither the Trust, nor any assets of the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any such attempt shall be null and void, except for assignments relating to the payment of claims under a plan of Self-Funded Health Benefits or Other De Minimis Benefits created under the Trust.

Neither the Trust, nor any assets of the Trust shall be subject to garnishment, attachment, lien, charge, execution, or levy brought by any person, and any such attempt shall be null and void. The prohibition on garnishment or levy shall not be deemed to prohibit levy upon the trust fund by any provider (or its assignee) for health care services rendered to a beneficiary.

5. Partition of Assets

In the event an Employer or group of participating employees should withdraw from participation in the Trust, no partition or allocation of Trust assets shall be made except as may be required by law.

6. Actions on Behalf of Trust

Neither the Idaho School District Council, nor any Employer nor any individual employed thereby, nor any individual Trustee shall have any authority to act on behalf of or as agent of the Trust.

7. Service in More than One Fiduciary Capacity

The Trustees, or any other person, who is a fiduciary of this Trust may serve the Trust in more than one fiduciary capacity. Any individual Trustee may be a participant or beneficiary under a plan of self-funded benefits or other benefits provided under the Trust.

8. Gender, Number, and Headings

Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all cases where they would so apply. Whenever any words are used in this Trust Agreement in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of articles and headings of sections are inserted for convenience of reference and they are not part of, nor shall they be used to construe, any term or provision of this Trust Agreement.

9. Notices

Any notices permitted or required by this Trust Agreement shall be delivered in person to the intended recipient, or shall be sent to such person by first-class mail or overnight courier at his or her last known address.

10. Severability

If any term or provision of this Trust Agreement or of the Plan is held to be unlawful or invalid for any reason, such unlawfulness or invalidity shall not affect the remaining portions of this Trust Agreement.

11. Construction

This Trust Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, the Internal Revenue Code and the regulations thereunder, and any other applicable federal and state statutes and regulations.

ARTICLE IX
TERMINATION

1. Termination

After the application for registration is formally approved by the Director, the Director shall terminate the registration of the Plan and Trust by order upon written request of the Trustees or in accordance with section 41-4018, Idaho Code, or its subsequent equivalent. However, if the application for registration is formally denied by the Director, any funds or assets initially contributed by, held in or governed by the Trust shall be immediately returned to the contributing entity and the Trust shall be terminated.

2. Withdrawal of Participating Employer

Each participating Employer shall have the right to terminate its participation in the Trust at the end of a Plan year by giving written notice thereof to the Trustees not less than sixty (60) days prior to the end of the then current Plan year. Upon withdrawal, for periods preceding the effective date of withdrawal, the Employer shall pay all contributions up to and including the final month of coverage. If an Employer fails to make its contribution to the Trust in a timely manner, the Trust shall have no obligation to provide coverage under the plans of self-funded benefits or other benefits until the contribution is received. The failure of an Employer to make timely contributions shall be considered as a withdrawal from the Trust by the Employer. After withdrawal, an Employer shall have no obligation to the Trust except that which accrued during the period of the Employer's Trust participation, and an Employer and its participants and beneficiaries shall have no further rights against the Trust for benefits under the plans of self-funded benefits or other benefits provided under the Trust.

3. Liquidation

Upon the termination of the registration of the Trust and Trust Agreement, if the Trust is solvent the Trustees shall wind up the affairs of the Trust and shall liquidate the assets of the Trust and trust fund and remaining Trust assets in accordance with a plan of liquidation in writing and filed with and approved by the Director as fair and equitable to all persons having a pecuniary interest in the Trust and trust fund, and any remaining surplus shall be distributed in accordance with law and the plan of liquidation.

If the Trust is insolvent, the Director shall carry out the liquidation in accordance with Chapter 33, Title 41, Idaho Code, or its subsequent equivalent.

SIGNATURES

IDAHO SCHOOL DISTRICT COOPERATIVE SERVICE COUNCIL

By: Michael L Friend

Title: Executive Director

Date: 12-05-14

In conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement:

IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST

By the Board of Trustees:

Raymond Cobble	12-8-2014 **Date**
	Date
	Date
	Date
	Date

SIGNATURES

IDAHO SCHOOL DISTRICT COOPERATIVE SERVICE COUNCIL

By: Michael C. Friend

Title: Executive Director

Date: 12-5-14

In conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement:

IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST

By the Board of Trustees:

Gerald L. Esvan — 12-9-2014
Date

______________________ ______________
Date

______________________ ______________
Date

______________________ ______________
Date

______________________ ______________
Date

SIGNATURES

IDAHO SCHOOL DISTRICT COOPERATIVE SERVICE COUNCIL

By: Michael L Friend

Title: Executive Director

Date: 12-05-14

In conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement:

IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST

By the Board of Trustees:

James A Reed ____________________ 12/6/14 **Date**

____________________ **Date**

____________________ **Date**

____________________ **Date**

____________________ **Date**

SIGNATURES

IDAHO SCHOOL DISTRICT COOPERATIVE SERVICE COUNCIL

By: Michael Friend

Title: Executive Director

Date: 12-5-14

In conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement:

IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST

By the Board of Trustees:

[signature]	12/8/2014 **Date**
	Date
	Date
	Date
	Date

SIGNATURES

IDAHO SCHOOL DISTRICT COOPERATIVE SERVICE COUNCIL

By: Michael L Friend

Title: Executive Director

Date: 12-05-14

In conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement:

IDAHO SCHOOL DISTRICT COUNCIL SELF-FUNDED BENEFIT TRUST

By the Board of Trustees:

______________________ **Date**

______________________ **Date**

______________________ **Date**

______________________ **Date**

Gordon Woolley 12/10/2014 **Date**