

COLLEGE OF SOUTHERN IDAHO  
JUNIOR COLLEGE DISTRICT  
BOARD OF TRUSTEES MEETING

June 18, 1979

CALL TO ORDER: 5:30 p.m.

PRESIDING: LeRoy Craig

ATTENDING: Trustees: LeRoy Craig, Charles Lehrman, Lloyd Hamilton.

College Administration: Dr. James L. Taylor, President  
Karl L. Black, Secretary-Treasurer  
Jerry Meyerhoeffer, Assistant to the President

College Attorney: Bob Alexander

MINUTES OF: May 21, 1979, were approved as written upon MOTION by  
Mr. Hamilton. Affirmative vote unanimous.

Affirmative vote unanimous.

DISBURSEMENTS included vouchers #1 through #302 totaling \$219,417.82;  
including 184A, 231A fund transfers covered by vouchers  
#303 through #309A amounted to \$21,495.65.

May payrolls were: Regular \$314,719.62  
Work/Study \$ 18,136.86

A MOTION by Mr. Lehrman approved the disbursements and the  
transfer of funds and acknowledged the May payrolls.  
Affirmative vote unanimous.

BOARD AND COUNCIL AGENDA: This item totaling \$100 was approved on MOTION

COMPUTER: ACCORDING TO THE ATTACHED RECOMMENDATION, a bid was awarded  
to the IBM Company for furnishing to the College of Southern  
Idaho a System #38. The MOTION was by Mr. Hamilton. affirma-

FEES: Two dollar increase in student fees per the attached

unanimous.

ENDOWMENT TRUST AGREEMENT: The Board authorized its chairman and secretary  
to execute the attached Endowment Trust, on MOTION by Dr.  
Lehrman. Affirmative vote unanimous.

CSI PRESIDENT'S PENSION FUND: An addendum to the CSI President's Pension  
Fund, as per the attached copy, was approved on MOTION by  
Mr. Hamilton. Affirmative vote unanimous.

PRESIDENT'S REPORT: Federal funding on the new Vocational Technical

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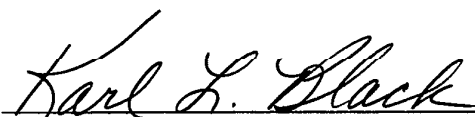
Four letters from parents have been received, praising our new coach and the basketball camp conducted a week ago.

Dr. Taylor has received a plaque for his three years service on the AACJC Board of Directors. A representative of that Board was to be at the Board Meeting to present the plaque.

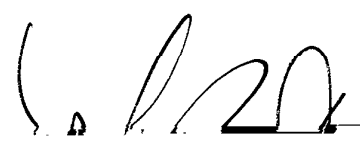
The AFL-CIO are to have a convention on campus in July.

Dr. Taylor indicated that he was optimistic about receiving funding for additional research on the geo-thermal well.

ADJOURNMENT DELCARED: 6 p.m..

  
Secretary-Treasurer

APPROVED: July 16, 1979

  
Chairman

COLLEGE OF SOUTHERN I A H O  
 JUNIOR COLLEGE T R C T

DATE: MAY 1979

	GROSS	FICA	FEDERAL	DATE	INSURANCE	CREDIT UNION	ANNUITY	LIFE INS.	RETIRE- MENT	UNITED FUND	MISC. DEDUCTIONS	ACCIDENT INS	MUSEUM CONT	NET
NON- CERTIFIED	107,346.16 (225.00)	6,164.77 (13.79)	10,362. (3)	65.81	2,282.10	1,970.41 438.08	610.00	108.	3,821.93	23.00	72.63	15.90	84.00	77,626.65 (207.46)
G. ESQUIBEL CERTIFIED	189,860.58	11,638.47	25,356.	68.76	3,936.10	1,954.90 1,151.76	3,397.43	120.	8,082.76	174.22	13.20	90.75	100.91	125,674.80
CETA	8,183.96	501.66	590	21.52	57.40									6,812.48
CETA	9,553.92	585.66	796	294.33	102.70									7,774.42
TOTAL	314,719.62	18,876.77	37,103	450.42	6,378.30	5,515.15	4,007.43	228	11,904.69	197.22	85.83	106.65	184.91	217,680.89

WORK STUDY 18,136.86 - - 152

17,840.70

P. O. Box 1238  
TWIN FALLS, IDAHO 83301

TRUSTEES:  
LEROY CRAIG, Chairman  
DR. CHARLES LEHRMAN, Vice Chrmn.  
WILLIAM F. BARBOCK, Clerk

ADMINISTRATION:  
DR. JAMES L. TAYLOR, President  
ERRY MEYERHOFFER, Asst. to Pres.

College of Southern Idaho  
Board of Trustees  
Subject: Unsecured Educational Trust Loans

The Scholarship Committee would like to submit the following named student(s) for an Unsecured Educational Trust Loan from the College of Southern Idaho Trust Fund for the Summer Session 1979

Balance authorized	\$ 00.00
	\$ -0-
Marja F. Weisenbarger - total loan	\$ 100.00
Advanced on letter of 6/4/79	\$ 100.00
Balance authorized	\$ -0-

The purpose of this trust is to provide scholarships, financial grants, and/or loans to worthy College of Southern Idaho students. In the

In reference to paragraph eleven (11) of the Trust Agreement, it is understood that the power to name recipient beneficiaries under said trust shall be reserved to the Board of Trustees of the College of Southern Idaho Junior College District.

*David Rubin*

Board Action: Approval is indicated by the signature of the Board Chairman.

*Leroy Craig*  
Signature of Chairman

Date

MEMO

June 18, 1979

TO: Board of Trustees

FROM: Karl L. Black

SUB: Computer Bid

The administration has done considerable research on computer usage at the College and other municipalities in the area. It is our conclusion that a new computer system would be beneficial. Due to the fact that it takes a considerable amount of time to establish this type of system and to acquire the necessary hardware, the College has proceeded with

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IBM Corporation, System 38	\$ 220,365.00
Hewlett Packard, 3000	\$ 276,392.00

On the basis of careful analysis of the bids, the availability of software, communication capabilities, upgrading option, and the operating system, it is recommended that we proceed with the IBM 38. Since the present guaranteed delivery date is July, 1981, it is recommended that

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assure availability of funds and to use as earnest money if the delivery date can be moved to an earlier commitment from IBM. This does not constitute a commitment to IBM. The order can be cancelled by the College any time up to the date the hardware is shipped, but it does start the procedure in motion while still allowing the College ample time to prepare for the new system and to work with other municipalities to determine their interest in participating.

KLB/rjv

MEMO

June 18, 1979

TO: Board of Trustees

FROM: Karl L. Black

SUB: Fees

Various students and classes from the College compete each year in regional and national competition or in events of a similar nature. It is the feeling of the administration that many of these are very worthwhile and help to broaden the educational development of the students. In the past, we have been able to encourage and give financial assistance through regular budget channels. Due to current budget restraints, however, it would be difficult to continue on this same basis.

It is recommended, therefore, that a fee of \$2.00 per student be set up to establish a special event honors program. Since the Student Association gives some assistance in this area, it would seem logical to make this a separate department of the Student Association fund with the restrictions that it be disbursed by administration discretion only. Approval of expenditures would be by the President or the Assistant to the President, and the Business Manager.

RESOLUTION  
BOARD OF TRUSTEES  
COLLEGE OF SOUTHERN IDAHO

Whereas various individuals and organizations have indicated a willingness and a desire to contribute to the enrichment of the educational program of the COLLEGE OF SOUTHERN IDAHO, and

Whereas it has been determined that a trust is the most effective and efficient method of functioning the receipt of donations and contributions and the investment and reinvestment of assets and that

to the Internal Revenue Service for qualification as a tax exempt TRUST

SECRETARY OF THE BOARD OF TRUSTEES OF THE COLLEGE OF SOUTHERN IDAHO,

adopts and creates the enclosed document identified as the "COLLEGE

and directs its Secretary to sign said TRUST as "TRUSTEE".

The foregoing action was taken at a meeting of the Board of Trustees regularly convened this \_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 1979.

*Karl L. Black*

Karl L. Black  
Secretary-Treasurer

THE COLLEGE OF SOUTHERN IDAHO

ENDOWMENT TRUST

Agreement this 18 day of June, 1979, by and between the COLLEGE OF SOUTHERN IDAHO, JUNIOR COLLEGE DISTRICT, a public corporation organized and existing under the provisions of the 33-2108 Idaho Code, herein sometimes identified as C.S.I., as "GRANTOR", and the SECRETARY OF THE BOARD OF TRUSTEES OF THE COLLEGE OF SOUTHERN IDAHO, JUNIOR COLLEGE DISTRICT, as "TRUSTEE",

For mutual considerations the Grantor desires to create a trust effective this date and the above named Trustee agrees to

CAVEAT

It is intended that this trust and its assets shall qualify

shall hereafter be referred to as the "Code".  
or assets of every kind and nature including real and personal property shall when accepted by the Trustee be intended to comply with the provisions of Section 170 (c) (2) (B) and by 503(a) of the Code.

I. NAME OF THE TRUST: "The College of Southern Idaho Endowment Trust".



and no part of its earnings, accumulation or capital assets shall

shall involve carrying on propaganda or otherwise attempting to influence legislation, nor shall it participate, in or support, or interfere in any political campaign on behalf of any candidate for public office.

of the trust fund, the Trustee shall have all powers and authority necessary or available to carry out the purposes of this trust,

~~and without limiting the generality of the foregoing shall~~

have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever, which may not be exercised by an organization which is tax exempt, or

~~by an organization, donations to which are deductible from taxable~~

income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended. To carry out its

duties, the Trustee shall specifically have the following powers:

(1) To receive, retain, invest, reinvest, manage, hold and ~~distribute all forms of income, property and the appreciation~~ therefrom and to preserve and protect the assets of the trust,

when accepted by the Trustee are hereafter referred to as the "Trust Estate".

~~(2) All assets received by the Trustee which under the terms~~

~~such assets were received is subject to various restrictions and~~

the Trust Agreement, may upon determination be by a majority of the Board of Trustees of C.S.I., if in the best interest of the Trust, apply the legal principal of Cy Pres to carry out the basic intent of the donation within the meaning of the purposes of this Trust.

(3) Upon the recommendation of the C.S.I. Board of Trustees, or its delegate, to grant scholarships and make student loans, upon such terms and conditions as determined by said Board of

(4) To enrich the educational program of C.S.I. by adding or enlarging courses, implementing, and/or endowing additional instructional resources, purchasing equipment, remodeling existing facilities or adding new facilities or buildings intended to enlarge or improve its existing educational program.

(5) ~~Acquire by purchase, trade, lease or otherwise additional~~ real property and to sell, exchange, or lease any property held by the trust which in the judgment of the Trustee is then deemed to be essential to the educational program. To subdivide, to enter into mineral leases, to refine, produce or manufacture any resource

attending C.S.I., to finance or to participate in the cost of research and the training of personnel when deemed to be in the best interest of the students, the faculty or supportive personnel.

(7) To acquire by purchase, lease or otherwise, and to

property, wherever located, including common stocks, unsecured obligations, interests in common trust funds and in investment trusts of companies, life insurance policies and annuities,

and interests of all kinds in real estate, mineral and oil and gas properties, partnerships, ventures and syndicates, all without diversification as to kind or amount and without obligations to pay interest on reasonable balances held in cash.

(8) To permit any person having any interest in the trust

trust estate or such trust upon such terms as the Trustee shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(9) To settle, compromise or abandon debts or claims due to or made against the Trust, if the Trustee deems it is in the best interests of the trust to do so.

(10) To add accumulations or income at such times as it shall determine, to the principal of the trust from which such income was derived or to hold such income as undistributed income, or to add such income in part to principal and to hold it in part as undistributed income.

(11) To retain for such period as it deems proper, without liability for loss or diminution in value, any property held in Trust.

(12) To sell, lease, exchange, mortgage, encumber or otherwise

(13) To hold property belonging to the trust in the names of nominees or in fiduciaries' names, with or without designation of fiduciary capacity.

(14) To borrow money from any person, including any fiduciary, and to secure any loan by encumbrance on any property.

(15) To delegate discretionary powers to employees and agents of every kind, including investment counsel, custodians of securities and accountants, remunerate them and pay their expenses.

(16) To engage in any business; to become members of any partnership or venture of any kind; to form corporations and ~~to elect themselves officers or~~ directors thereof and accept salaries therefrom; and to vote securities and consent to voting trusts, exchanges, mergers, dissolutions and reorganizations of all kinds so long as the purpose thereof is limited to the stated purposes of this trust.

~~to lease real estate~~  
for such periods, including periods extending beyond the duration of any trust, to such tenants and upon such terms as the Trustee shall deem proper, and to execute and deliver leases containing such

~~to lease real estate~~  
property owned jointly or in common with others; to construct buildings and improvements of every kind and to carry on alterations and remodeling; to employ and pay real estate brokers and managing agents; to settle and determine any disputed real property boundaries; and otherwise to deal with real property in any manner customary in the real estate business.

(18) The Trustee shall further have such powers and duties

as those set forth in Title 68 of the Idaho Code, as now enacted  
or hereafter amended.

Any instrument required to be executed by the Trustee shall be valid if executed in the name of the Trustee by its delegate. The Trustee shall cause a record to be kept of all actions of the Trustee pertaining to the trust. No person shall be required to see to the application of any money, securities or assets paid or delivered to the Trustee, or to inquire as to any action, decision or authority of the Trustee, or its delegate.

IV. SUCCESSOR TRUSTEE. It is intended that this trust shall never fail for the lack of a Trustee. Should the Trustee named herein elect to resign as Trustee the Grantor shall appoint a successor

V. BOND. The Trustee shall not be required to furnish bond or surety.

VI. ACCOUNTING BY THE TRUSTEE. The Trustee shall render an accounting of its transactions to the Grantor at least annually

writing delivered to the Trustee. In the absence of written objections delivered to the Trustee by the Grantor within 60 days from the date said accounting was delivered to the Grantor, such accounting shall be deemed approved and accepted. Upon acceptance by the Grantor the Trustee's accounting shall be deemed to release and discharge the Trustee in that respect, as to all matters set forth in such accounting. Either the Grantor or the Trustee may cause the accounting to be reviewed by a court of competent jurisdiction. In the event such an account is approved

object to the actions of the Trustee with respect to the trust or as to any matter set forth in such accounting.

VII. LIABILITY OF TRUSTEE. The Trustee shall not be answerable for any loss in investments made or decisions reached in good faith.

~~Trustee shall be held liable for the acts or omissions~~  
of any accountant, agent, counsel or custodian selected with reasonable care by the Trustee. The Trustee shall be fully protected

~~by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee shall not be~~

investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

VIII. TRUST POLICY. It is specifically understood that should any question of policy arise concerning the intent of the trust, the Trustee may request a ruling or interpretation thereof from the Board of Trustees of the Grantor or by a court of competent jurisdiction.

IX. AMENDMENT. This trust agreement may be amended or modified from time to time by the Grantor whenever necessary or advisable but only for the purpose of providing for more convenient or efficient administration of the trust, or to enable the Trustee to comply with the purpose of the trust or to comply

or modification shall alter the intentions of the Grantor that the trust, the trust estate and its purposes shall be operated exclusively for educational purposes and for the benefit of the College of Southern Idaho as herein stated. Nor shall any amendment or

modification be made which in any manner will jeopardize the tax exempt status of the trust and the donations made to it which are intended as deductible from taxable income to the maximum amount allowed by the provisions of the Internal Revenue Code as here and above stated or which may otherwise apply. Every amendment or modification of this agreement shall be made in writing, shall be signed by the Grantor and shall be delivered to the Trustee.

X. IRREVOCABILITY AND TERMINATION. This trust shall be irrevocable. The trust is intended to be perpetual and shall continue so long as any assets are held in trust and should for any reason the College of Southern Idaho no longer exist any assets then held by the Trustee shall be delivered to another institution in the State of Idaho. However, should the trust funds be exhausted in fulfilling the purposes of the trust set forth above, the trust shall terminate.

XI. SITUS. This agreement is executed and delivered in the State of Idaho and the situs shall be in that state and shall be governed by, construed, and administered in accordance with the laws of the State of Idaho as now enacted or hereafter amended or as may be interpreted by courts of competent jurisdiction within

this trust, and undertakes to hold, manage, administer and distribute the same in accordance with the provisions herein contained

IN WITNESS WHEREOF, this agreement has been executed in Twin Falls, Idaho, by the Grantor and Trustee named herein.

  
Karl L. Slack  
SECRETARY OF THE BOARD OF TRUSTEES  
COLLEGE OF SOUTHERN IDAHO--TRUSTEE

ADDENDUM

THIS ADDENDUM made and entered into this 18  
day of June, 1979, by and between the College of Southern  
Idaho a Junior College District organized under the laws  
of the State of Idaho, (the "College"), and Dr. James L.  
Taylor, residing in the City of Twin Falls, State of Idaho,  
(the "Employee"), and Eldon Evans, residing in the City  
of Twin Falls, State of Idaho (the "Trustee"),

W I T N E S S E T H:

1. That the parties heretofore entered into that  
certain agreement dated June 1, 1976, a copy of which is  
attached as Exhibit "A".

2. That the parties hereby amend that agreement by  
adding the following phrase to the last sentence of  
paragraph 4(a):

"during the period contributions are made."

3. That said agreement is in all other particulars  
ratified and confirmed and of full force and effect

IN WITNESS WHEREOF, the College has caused this  
Agreement to be executed by its duly authorized officers  
and the Employee has set his hand and seal as of the date  
first above written.

ATTEST:

Karl L. Black  
Secretary

COLLEGE OF SOUTHERN IDAHO  
W. R. Craig  
"College"

James L. Taylor  
Dr. James L. Taylor  
"Employee"

Eldon Evans  
Eldon Evans

"Trustee"