WestEd

JOINT POWERS AGREEMENT

December 1, 1995
JOINT POWERS AGREEMENT

Establishing Joint Powers Agency

WestEd

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code (the Joint Powers Act) and provides for the joint exercise of powers between Far West Laboratory for Educational Research and Development ("FWL") and Southwest Regional Laboratory for Educational Research and Development ("SWRL"): WITNESSETH:

WHEREAS, the parties hereto, FWL and SWRL, find and determine that it is to the mutual benefit of the parties and in the best public interest that said parties, both defined as public entities under the Joint Powers Act, join together to establish a Joint Powers Act Agency to accomplish the purposes hereinafter set forth; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that more effective services can be provided while improving efficiencies in operations and eliminating duplication of effort by joining together to conduct operations under the auspices of a new Agency; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that each party holds title to certain real property that is subject to grant conditions running to the respective party and it is desirable for each party to retain title to such property but to cooperate in the management of such real property; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that there remains a need to develop fundamental, significant improvements in education and to conduct educational research in order to solve the problems and to serve the needs of the public and private schools, colleges and universities of Arizona, California, Nevada and Utah; and

WHEREAS, the parties hereto, FWL and SWRL, have found that significant, fundamental improvements in education in Arizona, California, Nevada and Utah require thorough and complete planning and concentrated effort by the total community, including parents, local school board members, and the scientific, cultural, industrial sectors, as well as by the professional educators in schools, colleges and universities; and
WHEREAS, the coordinating and cooperative efforts required of the public and private educational and research agencies are of such a magnitude that it is necessary for the parties to join together to establish an agency to be known as WestEd in order to accomplish the purposes set forth herein;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1. TERMS OF AGREEMENT.

This Agreement shall be effective December 1, 1995 upon the execution hereof by FWL and SWRL, as attested by the signatures of execution on the final page hereof, and shall continue in effect until terminated as provided herein.

ARTICLE 2. NAME OF AGENCY.

FWL and SWRL hereby agree that a public agency, wholly separate and apart from FWL and SWRL, be and is hereby created under the aforesaid provisions of law, and shall hereafter be designated as "WestEd" and hereinafter referred to as "Agency."

ARTICLE 3. CONTROL OF AGENCY.

The Agency shall be under the control of a Board of Directors, hereinafter referred to as the "Board," who shall be the designated board members of FWL and SWRL and such additional members as may be appointed by the Board.

ARTICLE 4. NOTICES.

The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate an officer for the purpose of receiving service on behalf of the Agency.

ARTICLE 5. MEETINGS.

The Board may hold special meetings as it may determine and shall hold regular meetings at least once every three months. The date, hour and place for each such regular meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Agency. The secretary to the Board shall cause to be kept minutes of its meetings, both regular and special.

ARTICLE 6. VOTING.

The presence of a majority of the directors then appointed shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of such quorum of directors then appointed concur therein by their votes.
ARTICLE 7. AFFIRMATIVE ACTION.

Selections of persons for appointment to the Board, and employment of persons in positions within the Agency will be conducted in a manner which ensures that there is no discrimination against any Board member or employee, or candidates for these positions, because of age, sex, race, color, religion, national origin, or handicap. Positive action will be taken to further and enhance the representation of women, members of minority groups, and handicapped persons on the Board and staff of the Agency.

ARTICLE 8. OFFICERS AND EMPLOYEES.

The Board shall annually elect a chairperson from its members.

The Board shall appoint, and fix and cause to be paid, the compensation of the Chief Executive Officer, who shall act as Chief Administrative Officer of the Agency, and who shall perform such other and further duties as may be determined by the Board.

The members of the Board, other than the Chief Executive Officer serving ex officio, shall serve without compensation but may be reimbursed for necessary expenses incurred in connection with attendance at meetings of the Board or for necessary expenses incurred in performing services on behalf of and at the prior and express request of the Board.

The appointees and employees of said Agency shall not be deemed by operation of this Agreement to be the employees of either FWL or SWRL. No member of the Board nor any officer, appointee, or employee of the Agency shall be entitled to any compensation or fringe benefits, including but not limited to sick leave, retirement, pension, or vacation, from FWL or SWRL by virtue of his or her office or employment by the Agency. Provided that nothing shall prohibit the Agency from contracting for the services of employees of FWL or SWRL, or of other institutions or organizations, and reimbursing them for the costs, including salaries and fringe benefits, involved in providing such services. Further provided that nothing herein shall prohibit the Agency and FWL or the Agency and SWRL from agreeing that employees of FWL or SWRL, respectively, may also be employees of the Agency.

ARTICLE 9. SCOPE OF POWERS.

(a) The Agency shall be an administrative, initiating, advisory, coordinating, and evaluating entity. The Agency shall have the power and authority to exercise any power common to the parties hereto, FWL and SWRL, and to exercise any power set forth in the California Government Code, Section 6508, provided
that the same are for furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may to the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement.

(b) Neither the Agency nor the Board shall have any power or authority to bind FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL to the debts, liabilities and obligations of the Agency and no debt, liability or obligation of the Agency shall be the debt, liability or obligation of FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL.

(c) Pursuant to Section 6509 of the California Government Code, the exercise of the powers of the Agency shall be in accordance with the manner of exercising such powers by FWL and SWRL, which is in accordance with the procedures followed by the Regents of the University of California.

(d) The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business.

(e) The Agency shall have no power or authority to incur any obligations for itself or on behalf of FWL or SWRL in excess of the amount appropriated to its use by a funding source. Provided, however, the Agency is authorized to obtain funds for a short period of time to meet operational expenses from advances of funds from FWL or SWRL or from private lending sources.

(f) The Agency shall, without limitation, have the specific power to establish or contract with research centers and laboratories, to carry out or suggest experimental educational projects, to develop pilot educational programs, to conduct or authorize educational research and development including the development of all varieties of educational materials, teaching aids, and other educational components, to collect and disseminate educational information, to coordinate educational research programs, to develop educational prototypes, to evaluate educational programs and activities, and to engage in other similar, related activities.

ARTICLE 10. ADVISORY COUNCIL.

The Agency may from time to time establish and abolish one or more advisory councils to perform such functions as the Agency may determine.
ARTICLE 11. INSURANCE.

The Agency shall insure itself, FWL, SWRL and the members of the Board from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

ARTICLE 12. FUNDS AND EXPENDITURES.

(a) The Agency shall have the power and authority to receive, accept, and expend or disburse, funds by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by the United States Government, any State, or any subdivision of a State, and from any other person, agency or organization, whether public or private, for the purposes specified herein, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

(b) The Agency shall have the power and authority to receive, accept, and utilize the services of personnel offered by FWL or SWRL, or their representatives or agents; to receive, accept, and utilize property, real or personal, from FWL or SWRL, or their agents or representatives; and to receive, accept, and expend or disburse funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by FWL or SWRL, or their agents or representatives. The Agency is authorized to enter into interagency agreements with state agencies pursuant to Section 6514.5 of the California Government Code.

(c) Each and every expenditure of funds shall be authorized or approved by the Board pursuant to a budget process as described in subsection (f) hereof, or by other appropriate procedures approved by the Board, and shall be audited by a firm of certified public accountants to be selected by the Board and paid by the Agency.

(d) The Agency shall have no power or authority to assess FWL or SWRL, the signatory parties to the Joint Powers Agreement creating FWL or SWRL or the members of the Board for dues or contributions of any kind whatsoever.

(e) The Board shall establish procedures for the investment or deposit of its funds.

(f) The Board shall adopt appropriate budgetary procedures. The Agency shall file annually with the designated representatives of FWL and SWRL a statement of the actual income and expenditures made during the prior fiscal year.

(g) The "fiscal year" of the Agency shall be December 1 to and including the following November 30, or such other annual period as may be prescribed from time to time by resolution of the Board.
ARTICLE 13. WITHDRAWAL OF PARTIES AND TERMINATION.

The powers and authority of the Agency shall continue until termination of this Agreement. The Agreement may be terminated at any time upon mutual written agreement of FWL and SWRL. Upon two (2) year's prior written notice, FWL or SWRL may withdraw from its status as a party to this Agreement, provided that at such time it has either discharged, or has arranged to the satisfaction of the remaining party for the discharge of, any pending obligations it expressly may have assumed hereunder, and that written notice of intention to so withdraw has been served. Upon the effective date of withdrawal, the Joint Powers Agreement will terminate. Upon the termination date all contracts held by the Agency shall be assigned, to the extent permitted under the contract, to the party with primary duties under the contract or according to terms mutually agreed upon by FWL and SWRL.

ARTICLE 14. DISPOSITION OF PROPERTY AND FUNDS.

In the event of the final termination of this Agreement, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of final termination, distributed to FWL or SWRL in proportion to its respective contributions to the Agency.

ARTICLE 15. DISPUTE RESOLUTION.

Any dispute arising from disposition of assets of the Agency, assignment of contracts or any other matter related to this Agreement shall be resolved by alternative dispute resolution procedures, culminating in binding arbitration with a single neutral arbitrator in San Francisco, California. Neither party shall have the right to bring an action in court against the other party for any dispute arising from or related to this Agreement.

ARTICLE 16. AMENDMENTS.

This Agreement may be amended at any time by mutual agreement of FWL and SWRL according to the procedures of said parties, provided said amendment is to further carry out the purposes hereinabove expressed. Any such amendment shall be effective upon the date of final execution thereof by FWL and SWRL.

ARTICLE 17. SEVERABILITY.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the
validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

FAR WEST LABORATORY FOR EDUCATIONAL RESEARCH AND DEVELOPMENT

BY: Fay B. Haisley
Chair of Board

BY: Dean Nafziger
Executive Director

SOUTHWEST REGIONAL LABORATORY FOR EDUCATIONAL RESEARCH AND DEVELOPMENT

BY: Robert E. McCord
Chair of Board

BY: Edwin Myers
Executive Director
JOINT POWERS AGREEMENT

May 1994 Reprint
of the
August 1986 Revision
JOINT POWERS AGREEMENT

May 1994 Reprint
of the
August 1986 Revision
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1:</td>
<td>Terms of Agreement</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 2:</td>
<td>Name of Agency</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3:</td>
<td>Control of Agency</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4:</td>
<td>Interim Board of Directors</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 5:</td>
<td>Notices</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 6:</td>
<td>Meetings</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 7:</td>
<td>Voting</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8:</td>
<td>Affirmative Action Statement</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 9:</td>
<td>Officers and Employees</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 10:</td>
<td>Scope of Powers</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 11:</td>
<td>Advisory Council</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 12:</td>
<td>Insurance</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 13:</td>
<td>Funds and Expenditures</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 14:</td>
<td>Withdrawal of Parties</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 15:</td>
<td>Disposition of Property and Funds</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 16:</td>
<td>Amendments</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 17:</td>
<td>Severability</td>
<td>12</td>
</tr>
<tr>
<td>HISTORY</td>
<td></td>
<td>13</td>
</tr>
</tbody>
</table>
JOINT POWERS AGREEMENT

Establishing the
FAR WEST LABORATORY FOR
EDUCATIONAL RESEARCH AND DEVELOPMENT

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code, and provides for the joint exercise of powers among the following parties:

- THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA
- THE CALIFORNIA STATE BOARD OF EDUCATION
- THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
- THE BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT
- THE UNIVERSITY OF NEVADA SYSTEM BOARD OF REGENTS
- THE NEVADA STATE BOARD OF EDUCATION
- THE INSTITUTIONAL COUNCIL OF THE UNIVERSITY OF UTAH
- THE UTAH STATE BOARD OF EDUCATION
- THE ARIZONA STATE BOARD OF EDUCATION

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish an Agency to accomplish the purposes hereinafter set forth; and

WHEREAS, the parties hereto find and determine that there is a need to develop fundamental, significant improvements in education and to conduct educational research in order to solve the problems and to serve the needs of the public and private schools, colleges, and universities of Arizona, California, Nevada, and Utah; and

WHEREAS, the parties hereto have found that significant, fundamental improvements in education in Arizona, California, Nevada, and Utah require thorough and complete planning and concentrated effort by the total community, including parents, local school board members, and the scientific, cultural, industrial sectors, as well as by the professional educators in schools, colleges, and universities; and

WHEREAS, the schools, colleges, and universities in Arizona, California, Nevada, and Utah share many common problems which tend to unite this geographical area into an appropriate region for the conduct of research and development; and
WHEREAS, the coordinating and cooperative efforts required of the public and private educational and research agencies are of such a magnitude that it is necessary for the parties to join together to establish an agency to be known as the Far West Laboratory for Educational Research and Development in order to accomplish the purposes set forth herein; and

WHEREAS, the 89th Congress of the United States has provided through the enactment of Public Law 89-10, known as the Elementary and secondary Education Act of 1965, for, among other things, federal assistance to educational research and demonstration programs, for federal assistance for the dissemination of information derived from educational research, for federal assistance to public and private nonprofit agencies to provide training and educational research, and federal assistance for the construction and operation of facilities for educational research purposes; and

WHEREAS, in enacting the Elementary and Secondary Education Act of 1965, the Congress determined that such assistance may be provided to a combination of educational institutions; and

WHEREAS, private foundations, agencies, or persons may be willing to contribute funds and services to facilitate educational research and development of new educational concepts, techniques, and methods; and

WHEREAS, THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA, under Article IX, Section 9, of the California Constitution, and under Part 4, Division 16.5, Chapter 2, of the Education Code, and under Part 1, Division 2, Chapter 4, of the Education Code:

1. is a public corporation governing and administering the University of California with full powers of organization and government, subject only to such legislative control as may be necessary to insure compliance with the terms of the endowments of the University and the security of its funds;

2. is the primary state-supported academic agency for research;

3. participates in the State Council of Educational Planning and Coordination, which has as its function the study of problems affecting the relationships between the schools of the Public School System and the University of California, and to make recommendations thereon jointly to the State Board of Education and the Regents of the University of California through the Superintendent of Public Instruction and the President of the University of California; and
WHEREAS, the CALIFORNIA STATE BOARD OF EDUCATION, under Article IX, Section 7, of the California Constitution and under Part 1, Division 2, Chapters 1 and 3, and under other provisions in the Education Code, has the authority and responsibility to study the educational conditions and needs of the State, the planning for the improvement of the administration and efficiency of the public schools of the State, and responsibility with respect to textbooks, courses of study, school district organization, and other educational matters necessary for the proper functioning of the elementary and secondary schools of the State of California; and

WHEREAS, the BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, under Part 4, Division 18, of the Education Code, and under Title 5, Section 40000, et. seq., of the California Administrative Code has the authority and responsibility for the government, operation, administration, and educational activities of the state colleges which, among other functions, have the primary function of providing instruction for undergraduate students and graduate students through the master's degree, in the liberal arts and sciences, in applied fields and in the professions, including the teaching professions, are authorized to award the doctoral degree jointly with the University of California, and are authorized to conduct faculty research to the extent that it is consistent with the primary function of the state colleges and the facilities provided for that function; and

WHEREAS, the BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT, under Division 4, Chapter 3, of the California Education Code has the authority and responsibility for maintaining and operating the schools of the district and for conducting studies through research and investigation in connection with the present and future management, conditions, and needs of the schools; and

WHEREAS, the UNIVERSITY OF NEVADA SYSTEM BOARD OF REGENTS, under Article 11, Sections 4 and 7, of the State Constitution of Nevada, and Sections 396.010 through 396.7955, inclusive, of the Nevada Revised Statutes, and other provisions of the laws of the State of Nevada, has the authority and responsibility for the government, operation, administration, and educational activities of the University of Nevada; and

WHEREAS, the NEVADA STATE BOARD OF EDUCATION, under Sections 385.010 through 385.460, inclusive, of the Nevada Revised Statutes, and other provisions of the laws of the State of Nevada, has the authority and responsibility for insuring the educational efficiency of the public school system of the State of Nevada, including the right and power to inquire into the educational conditions and needs of the State, and to provide planning for the improvement of the administration and efficiency of the public schools of the State; and

WHEREAS, the INSTITUTIONAL COUNCIL OF THE UNIVERSITY OF UTAH, under Sections 53-31-1, 53-31-7, and 53-31-13, Utah Code Annotated, and the other provisions of the laws of the State of Utah, has the authority to contract and be contracted with, and the
Joint Powers Agreement
August 1986 Revision
Page 4

power and responsibility for the government, operation, and management of its property and
affairs; and

WHEREAS, the UTAH STATE BOARD OF EDUCATION, under Section 8, Article X,
Constitution of the State of Utah, Sections 53-2-12, 53-3-2, and 53-3-4, Utah Code Annotated,
and other provisions of the laws of the State of Utah, has the authority and responsibility for
general control and supervision of the public school system of the State of Utah, for insuring
the educational efficiency of the system, including the full power to investigate all matters
pertaining to the public schools, and for establishing standards and providing advice for the
management and improvement of the public schools of the State; and

WHEREAS, the ARIZONA STATE BOARD OF EDUCATION, under Arizona Revised
Statutes Sections 11-951 et seq., 15-203.A1 and B, has the authority and responsibility for
ensuring general supervision over the public school system of the State of Arizona, including
the right and power to inquire into the educational conditions and needs of the State and to
provide planning for the improvement of the administration and efficiency of the public
schools of the State.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

This Agreement shall be effective upon the execution hereof by TWO or MORE parties as
attested by the signatures and dates of execution on the FINAL page hereof, and shall
continue in effect until terminated as provided herein. The other parties may sign this
Agreement from time to time as they may determine; however, this Agreement shall be
effective for all purposes upon its signature by two of the parties, and its effectiveness and
validity shall not be affected by the addition or omission of the signatures of the other parties
designated herein.

ARTICLE 2. NAME OF AGENCY

The parties hereby agree that a public agency, wholly separate and apart from the entities of
the parties, be and is hereby created under the aforesaid provisions of law, and shall hereafter
be designated as the Far West Laboratory for Educational Research and Development
(hereinafter referred to as "Agency").
ARTICLE 3. **CONTROL OF AGENCY**

The Agency shall be under the control of a Board of Directors, hereinafter referred to as the "Board," of twenty-nine members, who shall be appointed as follows:

- Two directors representing the University of California, and appointed by the Board of Regents of the University of California;

- Two directors selected from private universities or colleges located in Arizona, California, Nevada, or Utah, and appointed by the Board of the Agency;

- Two directors representing the California State University, and appointed by the Board of Trustees of The California State University;

- One director selected from private schools of Arizona, California, Nevada, or Utah, of lower than collegiate grade, and appointed by the Board of the Agency;

- One director representing the California State Department of Education, and appointed by the California State Board of Education;

- Two directors representing the county offices of education in California, and appointed by the California State Board of Education;

- Two directors representing the public school districts of California, and appointed by the California State Board of Education;

- Two directors representing the University of Nevada, and appointed by the University of Nevada System Board of Regents;

- Two directors representing the Nevada Department of Education, and appointed by the Nevada State Board of Education;

- One director representing the Utah State Office of Education, and appointed by the Utah State Board of Education;

- One director representing the Utah public school districts, and appointed by the Utah State Board of Education;

- One director representing the University of Utah, and appointed by the Institutional Council of the University of Utah;
Joint Powers Agreement
August 1986 Revision
Page 6

- One director representing public institutions of higher learning in the State of Utah other than the University of Utah, and appointed by the Institutional Council of the University of Utah;

- One director representing the San Francisco Unified School District, and appointed by the Board of Education of the San Francisco Unified School District;

- One director who is the Arizona State Superintendent of Public Instruction, representing the Arizona State Department of Education; and who also, as a Regent of the Arizona System of Higher Education, shall represent the Arizona institutions of higher education;

- One director who is a lay member of the Arizona State Board of Education, who shall represent the citizens of Arizona, and is appointed by the Arizona State Board of Education;

- One director who is an Arizona local school administrator, who shall represent local school district educators of Arizona, and is appointed by the Arizona State Board of Education;

- One director who is a local school district board member, who shall represent local school district constituents of Arizona, and is appointed by the Arizona State Board of Education;

Three additional directors, appointed by the Board of the Agency;

- The Laboratory Director, ex officio.

Each appointment shall be effective and each director shall serve upon the filing of the certification of his appointment with the chairperson or secretary to the Board. Members of the Board representing the signatory parties may be appointed, as herein provided, as soon as the entity authorized to make such an appointment has signed this Agreement.

All members of the Board of Directors shall serve at the pleasure of the appointing party and shall otherwise serve for a term of three (3) years or until a successor is duly appointed in accordance with the above procedures. The terms of office of the Board of Directors shall commence on the ninety-first day following the effective date of this Agreement as provided in Article 1 hereof. As the first directors are appointed to the Board, they shall assume terms in the order of their appointment of three, two, and one years respectively in order that, to the extent possible, the term of office of one-third of the directors shall be for three years, the term of office of one-third of the directors shall be for two years, and the term of office of one-third of the directors shall be for one year. If, prior to the first meeting of the Board, or between meetings of the Board, more than one initial director shall be appointed, such
directors shall, at the meeting next succeeding their appointment, determine by lot the terms of their offices. A director may receive successive appointments.

Any vacancy on the Board shall be filled for the remainder of the unexpired term by the party or Agency having authority to make the appointment as herein provided.

ARTICLE 4. **INTERIM BOARD OF DIRECTORS**

The Interim Board of Directors served only in 1966. With the August 1986 revision, obsolete language concerning the Interim Board of Directors was deleted in this Article 4 and subsequent Articles, as appropriate.

ARTICLE 5. **NOTICES**

The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members or its secretary as an officer for the purpose of receiving service on behalf of the Agency.

ARTICLE 6. **MEETINGS**

The Board may hold special meetings as it may determine and shall hold regular meetings at least once every three months. The date, hour, and place for each such regular meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Agency.

The secretary to the Board shall cause to be kept minutes of its meetings, both regular and special, and shall promptly transmit to each of the parties hereto, and to such other persons as the Board may determine, true and correct copies of the minutes of such meetings.

ARTICLE 7. **VOTING**

The presence of a majority of the directors then appointed shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of such quorum of directors then appointed concur therein by their votes.
ARTICLE 8. AFFIRMATIVE ACTION

Selections of persons for appointment to the Board, and employment of persons in positions within the Laboratory, will be conducted in a manner which ensures that there is no discrimination against any Board member or employee, or candidates for these positions, because of age, sex, race, color, religion, national origin, or handicap. Positive action will be taken to further and enhance the representation of women, members of minority groups, and handicapped persons on the Board and the staff of the Laboratory.

ARTICLE 9. OFFICERS AND EMPLOYEES

The Board shall annually elect a chairperson from its members.

The Board shall appoint, and fix and cause to be paid, the compensation of the Laboratory Director who shall act as Chief Administrative Officer of the Agency, and who shall perform such other and further duties as may be determined by the Board.

The Board, for the achievement of the purposes herein, shall have the power to appoint any other officer, or officers, or employees, and to employ or retain the services of other organizations and individuals as it may deem necessary and appropriate, to fix their duties, and to fix and cause to be paid, their compensation, provided that no payment shall be made for any such employment or services rendered prior to the approval thereof by the Board. The members of the Board, other than the Laboratory Director serving ex officio, shall serve without compensation but may be reimbursed for necessary expenses incurred in connection with attendance at meetings of the Board or for necessary expenses incurred in performing services on behalf of and at the prior and express request of the Board.

The appointees and employees of said Agency shall not be deemed to be the employees of any party to this Agreement. No member of the Board nor any officer, appointee, or employee of the Agency shall be entitled to any compensation or fringe benefits, including but not limited to, sick leave, retirement, pension, or vacation, from any party to this Agreement by virtue of his office or employment by the Agency. Provided that nothing shall prohibit the Agency from contracting for the services of employees of the parties hereto, or of other institutions or organizations, and reimbursing them for the costs, including salaries and fringe benefits, involved in providing such services.

ARTICLE 10. SCOPE OF POWERS

(a) The Agency shall be an administrative, initiating, advisory, coordinating, and evaluating entity. The Agency shall have the power and authority to exercise any power common to
the parties hereto and to exercise any power set forth in the California Government Code, Section 6508, provided that the same are for furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may to the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement. The Board shall have no power or authority to bind any of the parties to this Agreement to any debt, liability, or obligation.

(b) The Agency shall not approve or submit programs or proposals under Title IV of the Elementary and Secondary Education Act of 1965, or under any other legislation, or under private grants, or under any funding source, which obligates a specific institution or agency to undertake any responsibility without the express prior approval of such institution or agency. In the absence of such approval, no party shall be subject to any obligation or liability or have any obligation to provide contributions, assistance, or cooperation in any form whatsoever.

(c) Pursuant to Section 6509 of the California Government Code, the exercise of the powers of the Agency shall be in accordance with the manner of exercising such powers by the Regents of the University of California.

(d) The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business.

(e) The Agency shall have no power or authority to incur any obligations for itself or on behalf of any signatory party in excess of the amount appropriated to its use by a funding source.

(f) In addition to the foregoing powers, the Agency shall have the power to establish or contract with research centers and laboratories, to carry out or suggest experimental educational projects, to develop pilot educational programs, to conduct or authorize educational research and development including the development of all varieties of educational materials, teaching aids, and other educational components, to collect and disseminate educational information, to coordinate educational research programs, to develop educational prototypes, to evaluate educational programs and activities, and to engage in other similar, related activities.

ARTICLE 11. ADVISORY COUNCIL

The Agency may from time to time establish and abolish one or more advisory councils to perform such functions as the Agency may determine.
ARTICLE 12. INSURANCE

The Agency shall insure itself and the signatory parties from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

ARTICLE 13. FUNDS AND EXPENDITURES

(a) The Agency shall have the power and authority to receive, accept, and expend or disburse, funds by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by the United States Government, the State of California, or any subdivision of the State, and from any other person, agency or organization, whether public or private, for the purposes specified herein, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

(b) The Agency shall have the power and authority to receive, accept, and utilize the services of personnel offered by any of the parties to this Agreement, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any of the parties to this Agreement, or their agents or representatives; and to receive, accept, and expend or disburse funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by any of the parties to this Agreement, or their agents or representatives.

(c) The Agency shall have the right and power to establish and maintain a separate account known as the "Cash Operating Account" of an amount to be established by the Board for the purpose of payment of emergency items. The Agency shall keep, or cause to be kept, a strict account of all such items paid from said fund and shall secure written receipts for the payment of each item with detailed schedules of all items of expenditures, accompanied by said receipts.

(d) Each and every expenditure of funds, except as provided in 13(c) above, shall be authorized or approved by said Board and audited by a firm of certified public accountants to be selected by the Board, and paid by the Agency.

(e) The Agency shall have no power or authority to assess the parties to this Agreement or the members of the Board for dues or contributions of any kind whatsoever.

(f) The Board shall establish procedures for the investment or deposit of its funds.
Joint Powers Agreement
August 1986 Revision
Page 11

(g) The Board shall adopt appropriate budgetary procedures. The Agency shall file annually with the designated representatives of the parties to this Agreement a statement of the actual income and expenditures made during the prior fiscal year.

(h) The "fiscal year" of the Agency shall be July 1 to and including the following June 30, or such other annual period as may be prescribed from time to time by resolution of the Board.

ARTICLE 14. WITHDRAWAL OF PARTIES

The powers and authority of the Agency shall continue until termination of this Agreement. Upon ninety (90) days written notice, any party may withdraw from its status as a party to this Agreement, provided that at such time said party has either discharged, or has arranged to the satisfaction of the remaining parties, for the discharge of any pending obligations it expressly may have assumed hereunder, and that written notice of intention to so withdraw has been served. A party to this Agreement will incur no liability for any obligation incurred after the date of submission of the notice of withdrawal provided for herein, provided withdrawal is accomplished at the end of the ninety day period.

ARTICLE 15. DISPOSITION OF PROPERTY AND FUNDS

In the event of the complete rescission or other final termination of this Agreement by the agencies then a party hereto, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of rescission or other final termination as aforesaid, distributed to the signatories in equal proportions.

ARTICLE 16. AMENDMENTS

This Agreement may be amended at any time by unanimous concurrence of the signatory parties then a part of and participating in this Agreement according to the procedures of said parties, provided said amendment is to further carry out the purposes hereinabove expressed. Any such amendment shall be effective upon the date of final execution thereof by all parties then a part of and participating in this Agreement.
ARTICLE 17. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA  April 19, 1966
THE CALIFORNIA STATE BOARD OF EDUCATION  February 11, 1966
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  May 5, 1966
THE BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT  May 23, 1966
THE UNIVERSITY OF NEVADA SYSTEM BOARD OF REGENTS  November 22, 1966
THE NEVADA STATE BOARD OF EDUCATION  December 22, 1966
THE INSTITUTIONAL COUNCIL OF THE UNIVERSITY OF UTAH  April 14, 1969
THE UTAH STATE BOARD OF EDUCATION  March 18, 1969
THE ARIZONA STATE BOARD OF EDUCATION  August 25, 1986
Joint Powers Agreement
August 1986 Revision
Page 13

HISTORY

Spring 1966   The Joint Powers Agreement was signed into power

Winter 1966   Amendment 1

- amends Recitals to add to the list of signatories the University of Nevada System Board of Regents and the Nevada State Board of Education

- amends Article 3, Control of the Agency, to increase the total number of Board Members from 11 to 22 and to change the selection designation

- deletes paragraph 2 of Article 3 which defined the term "Northern California"

- deletes paragraph 5 of Article 3 to discontinue the requirement of designating an alternate member to serve on the Board in the event of temporary absence of an appointed member

- amends Article 8, Officers and Employees, paragraph 2, to delete reference to the Interim Board of Directors and to rename the position of the chief administrative officer of the Laboratory to "Laboratory Director" (Article 8 in the original Joint Powers Agreement was renumbered in January 1980, and is now Article 9)

- amends Article 8, paragraph 3, to delete reference to the Interim Board of Directors (Article 8 in the original Joint Powers Agreement was renumbered in January 1980, and is now Article 9)

- amends Article 13 (originally Article 12), Funds and Expenditures, paragraph d, by adding at the end of the paragraph, "and paid by the Agency"

- amends Article 13 (originally Article 12), Funds and Expenditures, paragraph h, by adding at the end of the paragraph, "or such other annual periods as may be prescribed from time to time by resolution of the Board"

March 1969   Amendment 2

- amends Recitals to add to the list of signatories the Board of Regents of the University of Utah (later renamed the Institutional Council of the University of Utah) and the Utah State Board of Education
amends Article 3, Control of Agency, to increase the total number of Board Members from 22 to 26 and to change the selection designation

September 1978  **Amendment 3**

- amends Article 3, Control of Agency, to change the total number of Board Members from 26 to 27 and to change the selection designation to allow the Board of Education of the San Francisco Unified School District to appoint one member to the Laboratory's Board of Directors

January 1980  **Amendment 4**

- adds Affirmative Action Statement as Article 8 and renumbers all following articles accordingly

August 1986  **Amendment 5**

- amends Recitals to add to the list of signatories the Arizona State Board of Education
- amends Article 3, Control of Agency, to increase the total number of Board Members from 27 to 29 and to change the selection designation
- amends Article 4, Interim Board of Directors, and all following Articles as appropriate, to delete obsolete language concerning the Interim Board of Directors
JOINT POWERS AGREEMENT

1985 Revision
of the
February 9, 1966 Original JPA
JOINT POWERS AGREEMENT
Establishing the
Southwest Regional Laboratory for Educational Research and Development

THIS AGREEMENT is entered into pursuant to the constitutio nal and statutory provisions of the States of Arizona and Nevada as hereinafter set forth and under the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code, and provides for the joint exercise of powers among the following parties:

BOARD OF REGENTS OF THE UNIVERSITIES AND COLLEGE OF ARIZONA, ACTING FOR AND IN BEHALF OF ARIZONA STATE UNIVERSITY;

ARIZONA STATE BOARD OF EDUCATION;

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA;

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES;

CALIFORNIA STATE BOARD OF EDUCATION; SYSTEM ACTING FOR AND REGENTS OF THE UNIVERSITY OF NEVADA ACTING FOR AND THE UNIVERSITY OF NEVADA, LAS VEGAS;

NEVADA STATE BOARD OF EDUCATION;

WITNESS:

WHEREAS, it is to the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish an Agency to accomplish the purposes hereinafter set forth; and

WHEREAS, the parties hereto find and determine that there is a need to develop fundamental, significant improvements in education and to conduct educational research in order to solve

*1985 designations
the problems and to serve the needs of the public and private
schools, colleges, and universities of Arizona, Southern California,
and Southern Nevada; and

WHEREAS, the parties hereto have found that significant,
fundamental improvements in education in the southwest region
require thorough and complete planning and concentrated effort by
the total community, including the scientific, cultural, and
industrial sectors, as well as by the schools, colleges, and
universities; and

WHEREAS, the schools, colleges, and universities in the
southwest region of the United States share many common problems
which tend to unite this geographical area into an appropriate
region for the conduct of research and development; and

WHEREAS, the coordinating and cooperative efforts required
of the public and private educational and research agencies are of
such a magnitude that it is necessary for the parties to join
together to establish an agency to be known as the Southwest
Regional Laboratory for Educational Research and Development in
order to accomplish the purposes set forth herein; and

WHEREAS, the 89th Congress of the United States has
provided through enactment of Public Law 89-10, known as the
Elementary and Secondary Education Act of 1965, for, among other
things, federal assistance to educational research and demonstra-
tion programs, for federal assistance for the dissemination of
information derived from educational research, for federal assis-
tance to public and private non-profit agencies to provide training
and educational research, and federal assistance for the construc-
tion and operation of facilities for educational research purposes;
and

WHEREAS, in enacting the Elementary and Secondary Educa-
tion Act of 1965 the Congress determined that such assistance may
be provided to a combination of educational institutions; and
WHEREAS, private foundations, agencies, or persons may be willing to contribute funds and services to facilitate educational research and development of new educational concepts, techniques, and methods; and

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITIES AND STATE-COLLEGE OF ARIZONA, ACTING FOR AND IN BEHALF OF ARIZONA STATE UNIVERSITY under Title 15, § 701 et seq. of the Arizona State Code have the authority and responsibility for the government, operation, administration, and educational activities of the Arizona State University; and

WHEREAS, the ARIZONA STATE BOARD OF EDUCATION, under Section 15-102 of the Arizona Revised Statutes, has the authority and responsibility for insuring the educational efficiency of the public school system of the State of Arizona, including the right and power to inquire into the educational conditions and needs of the State and to provide planning for the improvement of the administration and efficiency of the public schools of the State; and

WHEREAS, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, under Article IX, Section 9 of the California Constitution, and under Part 4, Division 16.5, Chapter 2 of the Education Code, and under Part 1, Division 2, Chapter 4 of the Education Code:

(1) is a public corporation governing and administering the University of California with full powers of organization and government, subject only to such legislative control as may be necessary to insure compliance with the terms of the endowments of the University and the security of its funds;

(2) is the primary state-supported academic agency for research;

(3) participates in the State Council of Educational Planning and Co-ordination, which has as its function the study of problems affecting the relationships between the schools.
of the Public School System and the University of California, and to make recommendations thereon jointly to the State Board of Education and the Regents of the University of California through the Superintendent of Public Instruction and the President of the University of California; and

WHEREAS, the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND-COLLEGES, under Part 4, Division 18 of the Education Code, and under Title 5, Sections 40000, et seq., of the California Administrative Code have the authority and responsibility for the government, operation, administration, and educational activities of the State Colleges which, among other functions, have the primary function of providing instruction for undergraduate students and graduate students through the master's degree, in the liberal arts and sciences, in applied fields and in the professions, including the teaching profession, are authorized to award the doctoral degree jointly with the University of California, and are authorized to conduct faculty research to the extent that it is consistent with the primary function of the state colleges and the facilities provided for that function.

WHEREAS, the CALIFORNIA STATE BOARD OF EDUCATION, under Article IX, Section 7, of the California Constitution and under Part 1, Division 2, Chapters 1 and 3, and under other provisions in the Education Code has the authority and responsibility to study the educational conditions and needs of the State, the planning for the improvement of the administration and efficiency of the public schools of the State, and responsibility with respect to textbooks, courses of study, school district organization, and other educational matters necessary for the proper functioning of the elementary and secondary schools of the State of California; and
WHEREAS, the REGENTS OF THE UNIVERSITY OF NEVADA, ACTING UNIVERSITY OF NEVADA, LAS VEGAS FOR AND IN BEHALF OF NEVADA SOUTHERN UNIVERSITY, under Article 11, Sections 4 and 7 of the State Constitution of Nevada, and Sections 396.010 through 396.7955, inclusive, of the Nevada Revised Statutes, and other provisions of the laws of the State of Nevada has the authority and responsibility for the government, operation, administration, and educational activities of the University of Nevada; and

WHEREAS, the NEVADA STATE BOARD OF EDUCATION, under Sections 385.010 through 385.460, inclusive, of the Nevada Revised Statutes, and other provisions of the laws of the State of Nevada has the authority and responsibility for insuring the educational efficiency of the public school system of the State of Nevada, including the right and power to inquire into the educational conditions and needs of the State and to provide planning for the improvement of the administration and efficiency of the public schools of the State; and

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM OF AGREEMENT. This Agreement shall be effective, and the Agency shall be established, upon the execution hereof by two or more parties as attested by the signatures and dates of execution on the final page hereof, and shall continue in effect until terminated as provided herein. The other parties may sign this Agreement from time to time as they may determine, however this Agreement shall be effective for all purposes upon its signature by two of the parties, and its effectiveness and validity shall not be affected by the addition or omission of the signatures of the other parties designated herein.

2. NAME OF AGENCY. The parties hereby agree that an Agency, wholly separate and apart from the entities of the parties, be and is hereby created under the aforesaid provisions of law, and
shall hereafter be designated as the Southwest Regional Laboratory for Educational Research and Development (hereinafter referred to as "Agency").

3. CONTROL OF AGENCY. The Agency shall be under the control of a Board of Directors, hereinafter referred to as "Board", of eighteen (18) members, who shall be appointed as follows:

One director representing the Arizona State University and appointed by the Board of Regents of the Universities and State-College of Arizona, acting for and in behalf of Arizona State University;

One director representing the University of California, Southern California campuses, and appointed by the Regents of the University of California;

One director representing the University of Nevada and appointed by the Regents, University of Nevada;

Two directors representing private universities or colleges of Southern California and appointed by the the Board of Directors of the Agency;

One director representing the California State Universities and Colleges of Southern California and appointed by the Trustees of the California State University and Colleges;

One director representing the Office of the Arizona State Superintendent of Public Instruction and appointed by the Arizona State Board of Education;

One director representing the California State Department of Education and appointed by the California State Board of Education;
One director representing the Nevada State Department of Education and appointed by the Nevada State Board of Education;

One director representing Arizona school districts and appointed by the Arizona State Board of Education;

One director representing the school districts of Southern California and appointed by the California State Board of Education;

One director representing the county school districts of the State of Nevada and appointed by the Nevada State Board of Education;

One director representing the county superintendents of schools of Southern California appointed by the California State Board of Education;

One director representing private research organizations of Southern California and appointed by the Board of Directors of the Agency;

Three directors who shall represent such interests as the Board of Directors may determine and shall be appointed by the Board of Directors of the Agency;

The Chief Administrative Officer of the Laboratory as ex officio member and appointed by the Board of Directors of the Agency.

Southern California is defined as that portion of California situated in the counties of San Luis Obispo, Kings, Kern, Mono, and Inyo and in all counties located south of such counties.
Each appointment shall be effective and each director shall serve upon the filing of the certification of his appointment with the chairman or secretary of the Board. Members of the Board may be appointed, as herein provided, as soon as the agency authorized to make such an appointment has signed this Agreement.

All members of the Board of Directors shall serve at the pleasure of the appointing power and shall otherwise serve for a term of three (3) years from the effective date of appointment or until a successor is duly appointed in accordance with the above procedures, provided that as to the initial Board of Directors the first appointee from organizations located in the States of Arizona, the first from California, and the first from Nevada shall each receive a three year term, the second set of such appointees shall receive two year terms, and the third set of such appointees shall receive one year terms. Of the remaining nine directors, the first three appointed shall receive three year terms, the second three appointed shall receive two year terms, and the last three appointed shall receive terms of one year; provided further that notwithstanding the date on which such appointment becomes effective the terms of office of all such directors shall commence on the ninety-first day after the effective date of this Agreement as provided in Paragraph 1. hereof. A member may receive successive appointments.

Each appointing power when making an appointment shall designate an alternate member, and shall file his name with the chairman or secretary of the Board. The alternate member shall serve on the Board of Directors during periods of temporary absence of the appointed member.

Any vacancy on the Board shall be filled for the remainder of the unexpired term by the appointing power having authority to make the appointment as herein provided.
4. INTERIM BOARD OF DIRECTORS. Commencing with the effective
date of this Agreement and for a period of ninety (90) calendar
days thereafter the Board of Directors as hereinabove described
shall not take office, the terms of office of the directors shall
not begin to run, and the Board of Directors shall not be in effect
for any purpose, and in place thereof an Interim Board of Directors
shall hold office and shall have full authority to operate and con-
trol the Agency, except that the Interim Board of Directors shall
have no power to make any appointments to the Board of Directors.
The Interim Board of Directors may, however, appoint the Chief,
Administrative Officer of the Laboratory who shall become an
ex officio member of the Board of Directors upon such appointment.
The following persons shall constitute the Interim Board
of Directors: Dr. Jack F. Crowther; Dr. Leonard Grindstaff;
Mr. Robert L. Pickering; Dr. Harold B. Hunnicutt; Mr. Wesley S.
Melahn; Dr. Irving R. Melbo; Mr. William A. Norris; Dr. Donald C.
Moyer; Dr. Leslie E. Shuck; Mr. Byron F. Stetler; Dr. Morrow F.
Stough; Mr. Ralph G. Tucker, and Dr. Howard E. Wilson or his
representative.

Unless otherwise stated, all references herein to the
Board of Directors, or Board, shall apply equally to the Interim
Board of Directors during the ninety day period commencing with
the effective date of this Agreement.

5. NOTICES. The Board, by resolution, shall designate a
specific location at which it will receive notices, correspondence,
and other communications and shall designate one of its members or
its secretary as an officer for the purpose of receiving service
on behalf of the Agency.

6. MEETINGS. The Board may hold special meetings as it may
determine and shall hold regular meetings at least once every
three months. The date, hour and place for each such regular
meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Agency.

The Secretary of the Board shall cause to be kept minutes of its meetings, both regular and special, and shall promptly transmit to each of the parties hereto, and to such other persons as the Board may determine, true and correct copies of the minutes of such meetings.

7. VOTING. The presence of a majority of the interim or regular directors then appointed shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of the interim or regular directors then appointed concur therein by their votes. Provided, that the appointment of directors by the Board of Directors of the Agency may be made by an affirmative vote of no less than a majority of the directors appointed by the parties designated in the opening paragraph to this Agreement. Provided further that should there be a period of time, subsequent to the termination of the interim Board, when no more than two regular directors have been appointed, a concurring vote of both directors shall then be necessary in order to conduct the business of the Board.

8. OFFICERS AND EMPLOYEES. The Board shall annually elect a chairman from its members.

The Board shall appoint and fix and pay the compensation of the Chief Administrative Officer of the Laboratory who shall act as chief administrative officer of the Agency and who shall perform such other and further duties as may be determined by the Board.

The Board, for the achievement of the purposes herein, shall have the power to appoint any other officer, or officers,
or employees, and to employ or retain the services of other
organizations and individuals as it may deem necessary and appro-
priate, to fix their duties, and to fix and pay their compensation
provided that no payment shall be made for any such employment or
services rendered prior to the approval thereof by the Board. The
members of the Board shall serve without compensation but may be
reimbursed for necessary expenses incurred in connection with
attendance at meetings of the Board or for necessary expenses
incurred in performing services on behalf of and at the prior and
express request of the Board.

The officers, appointees and employees of the Agency
shall not be deemed to be the employees of any party to this
Agreement. No member of the Board nor any officer, appointee or
employee of the Agency shall be entitled to any compensation or
fringe benefits, including but not limited to, sick leave, retire-
ment, pension, or vacation, from any party to this Agreement by
virtue of his office or employment by the Agency. Provided that
nothing shall prohibit the Agency from contracting for the services
of employees of the parties or of other institutions or organiza-
tions and reimbursing such parties, institutions, or organizations
for the costs involved in providing such services.

9. SCOPE OF POWERS. (a) The Agency shall be an administra-
tive, initiating, advisory, coordinating, disseminating, and evalu-
ating entity in order to further the purposes of education and the
specific purposes of this Agreement. The Agency shall have the
power and authority to exercise any power common to the parties
herein and to exercise any power set forth in California Government
Code Section 6508, provided that the same are for furtherance of
the objectives of this Agreement as contained herein and in the
recitals set forth above, and may to the extent permissible ther-
under enter into contracts in its own name with persons and with
public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement. In the absence of its consent, no party to this Agreement, appointing power, or member of the Board of Directors shall be bound to provide any sum of money, property, or service of any kind to the Agency. The Board shall have no power or authority to bind any of the parties to this Agreement to any debt, liability or obligation in the absence of express written authorization from the party to be bound.

(b) The Agency shall not approve or submit programs or proposals under Title IV of the Elementary and Secondary Education Act of 1965, or under any other legislation, or under private grants or under any funding source, which obligates or purports to obligate any specific institution or agency to undertake any responsibility without the prior approval of such institution or agency. In the absence of such approval no party shall be subject to any obligation or liability or have any obligation to provide contributions, assistance or cooperation in any form whatsoever.

(c) Pursuant to Section 6509 of the California Government Code, the exercise of the powers of the Agency shall be in accordance with the manner of exercising such powers by The Regents of the University of California.

(d) The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of the business of the Agency.

(e) The Agency shall have no power or authority to incur any obligation in excess of the amount appropriated to its use by a funding source.

(f) In addition to the foregoing powers, the Agency shall have the power to establish, or contract with, research centers and laboratories, to carry out or suggest experimental educational projects, to develop pilot educational programs, to conduct or authorize educational research and development including the
development of all varieties of educational materials, teaching aids, and other educational components, to collect and disseminate educational information, to coordinate educational research programs, to develop educational prototypes, to evaluate educational programs and activities, and to engage in other similar, related activities.

10. ADVISORY COUNCIL. The Agency may from time to time establish or abolish one or more advisory councils to perform such functions as the Board may determine.

11. INSURANCE. The Agency shall insure itself, the Board and the signatory parties from loss, liability and claims arising out of or in any way connected with their being signatory parties to the Agreement.

12. FUNDS AND EXPENDITURES. (a) The Agency shall have the power and authority to receive, accept, and expend or disburse, funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by the United States Government, the State of Arizona, the State of California, the State of Nevada, or any subdivision of these states, or from any other person, agency, or organization, whether public or private, for the purposes specified herein, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

(b) The Agency shall have the power and authority to receive, accept, and utilize the services of personnel offered by any person or organization, including personnel offered by any of the parties to this Agreement or their representatives or agents; to receive, accept, and utilize property, real or personal,
from any of the parties to this Agreement, or their agents or representatives, and to receive, accept and expend or disburse funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by any of the parties to this Agreement, or their agents or representatives

(c) The Agency shall have the right and power to establish and maintain a separate account known as the "Cash Operating Account" in an amount to be established by the Board for the purpose of payment of emergency items. The Board shall keep, or cause to be kept, a strict account of all such items paid from said fund and shall secure written receipts for the payment of each item with detailed schedules of all items of expenditures, accompanied by said receipts.

(d) Each and every expenditure of funds, except as provided in 12(c) above, shall be authorized or approved by said Board through the adoption of a budget or by other appropriate procedure and audited by a firm of certified public accountants to be selected and paid by the Board.

(e) The Agency shall have no power or authority to assess the parties to this Agreement or the members of the Board for dues or contributions of any kind whatsoever.

(f) The Agency shall establish procedures for the investment or deposit of its funds.

(g) The Agency shall adopt appropriate budgetary procedures. The Board shall file annually with the designated representatives of the parties to this Agreement a statement of the actual income and expenditures made during the prior fiscal year.

(h) The "fiscal year" of the Agency shall be July 1 to and including, the following June 30.

13. WITHDRAWAL OF PARTIES. The powers and authority of the Agency shall continue until termination of this Agreement.
Upon ninety days written notice any party may withdraw from its status as a party to this Agreement provided that at such time said party has either discharged, or has arranged to the satisfaction of the remaining parties for the discharge of any pending obligations it may have assumed hereunder, and further provided that written notice of intention to so withdraw has been served. A party to this Agreement will incur no liability for any obligation incurred after the date of submission of the notice of withdrawal provided for herein, provided withdrawal is accomplished at the end of the ninety day period.

14. DISPOSITION OF PROPERTY AND FUNDS. In the event of the complete rescission or other final termination of this Agreement by the institutions or organizations then a party hereto, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of rescission or other final termination as aforesaid, distributed to the signatories, then members of the Agency, in equal proportion.

15. AMENDMENTS. This Agreement may be amended at any time by unanimous concurrence of the signatory parties then a party of and participating in this Agreement according to the procedures of said parties, provided said amendment is to further carry out the purposes hereinabove expressed. Any such amendment shall be effective upon the date of final execution thereof by all parties then a part of and participating in this Agreement.

16. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the
State of Arizona, California, or Nevada, or be otherwise rendered
unenforceable or ineffectual, the validity of the remaining por-
tions, terms, conditions and provisions shall not be affected
thereby.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be duly executed by their authorized officers
thereunto duly authorized as set forth hereinbelow.

On the __ day of ____________, 1966, by

BOARD OF REGENTS, OF THE UNIVERSITIES
AND STATE COLLEGE OF ARIZONA, ACTING
FOR AND IN BEHALF OF ARIZONA STATE
UNIVERSITY

By ___________________________

On the __ day of ____________, 1966, by

ARIZONA STATE BOARD OF EDUCATION

By ___________________________

On the __ day of ____________, 1966, by

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By ___________________________

On the __ day of ____________, 1966, by

TRUSTEES OF THE CALIFORNIA STATE COLLEGES

By ___________________________

On the __ day of ____________, 1966, by

CALIFORNIA STATE BOARD OF EDUCATION

By ___________________________
State of Arizona, California, or Nevada, or be otherwise rendered enenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

On the __ day of __________________, 196 , by

BOARD OF REGENTS, OF THE UNIVERSITIES AND STATE COLLEGE OF ARIZONA, ACTING FOR AND IN BEHALF OF ARIZONA STATE UNIVERSITY

By __________________________

On the 20 day of __________________, 1966 , by

ARIZONA STATE BOARD OF EDUCATION

By ________________

On the __ day of __________________, 196 , by

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By __________________________

On the __ day of __________________, 1966 , by

TRUSTEES OF THE CALIFORNIA STATE COLLEGE

By __________________________

On the __ day of __________________, 196 , by

CALIFORNIA STATE BOARD OF EDUCATION

By __________________________
State of Arizona, California, or Nevada, or be otherwise rendered
unenforceable or ineffectual, the validity of the remaining por-
tions, terms, conditions and provisions shall not be affected
thereby.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be duly executed by their authorized officers
thereunto duly authorized as set forth hereinbelow.

On the ___ day of __________________, 1964, by

BOARD OF REGENTS, OF THE UNIVERSITIES
AND STATE COLLEGE OF ARIZONA, ACTING
FOR AND IN BEHALF OF ARIZONA STATE
UNIVERSITY

By ______________________________________

On the ___ day of __________________, 1964, by

ARIZONA STATE BOARD OF EDUCATION

By ______________________________________

On the ___ day of April, ___, 1964, by

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By ______________________________________

APPROVED AS TO FORM

DOUGLAS E. MASON
ASSISTANT COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

On the ___ day of __________________, 1966, by

TRUSTEES OF THE CALIFORNIA STATE COLLEGES

By ______________________________________

On the ___ day of February, 1966, by

CALIFORNIA STATE BOARD OF EDUCATION

By ______________________________________
On the ___ day of ________________, 196 , by

REGENTS OF THE UNIVERSITY OF NEVADA,
ACTING FOR AND IN BEHALF OF NEVADA
SOUTHERN UNIVERSITY

By _____________________

On the ___ day of ________________, 196 , by

NEVADA STATE BOARD OF EDUCATION

By _____________________
On the ___ day of _________________, 196 , by

REGENTS OF THE UNIVERSITY OF NEVADA,
ACTING FOR AND IN BEHALF OF NEVADA
SOUTHERN UNIVERSITY

By _________________

On the ___ day of _________________, 196 , by

NEVADA STATE BOARD OF EDUCATION

By _________________
On the ___ day of ____________, 196__, by

REGENTS OF THE UNIVERSITY OF NEVADA,
ACTING FOR AND IN BEHALF OF NEVADA
SOUTHERN UNIVERSITY

By __________________________________

On the ___ day of March ____, 196__, by

NEVADA STATE BOARD OF EDUCATION

By ____________________________

Byron T. Atlee