IOWA LAKESIDE LABORATORY CONSORTIUM

MEMBERSHIP AGREEMENT
FOR

NON-REGENT INSTITUTIONS

This Agreement is made between the Iowa Lakeside Laboratory ("Lakeside"), an inter-institutional facility managed by the Board of Regents, State of Iowa, and _____ ("Non-Regent Consortium Member").

RECITALS

A. The Board of Regents, State of Iowa, and the Iowa Lakeside Laboratory Coordinating Committee ("Lakeside Coordinating Committee") wish to extend the use of the Iowa Lakeside Laboratory to faculty and students of other colleges and universities, either within or without the State of Iowa.

B. The Iowa Lakeside Laboratory is a premiere biological field station that provides opportunities for students and faculty to study aquatic biology, archaeology, ecology, geology, soils, taxonomy, etc. in Northwestern Iowa.

C. _____ desires to become a Non-Regent Consortium Member of the Iowa Lakeside Laboratory Consortium ("Lakeside Consortium") to participate in cooperative learning programs with the Iowa Lakeside Laboratory.

TERMS

In consideration of mutual covenants and promises of Lakeside and Non-Regent Consortium Member in this Agreement, the parties agree as follows:

1.0 Financial Obligations.

Membership fee: The initial annual membership fee, which was set by the Lakeside Coordinating Committee and approved by the Board of Regents, State of Iowa, is _____. This annual membership fee will be incremented each year by the percent increase in in-state tuition that is approved by the Board of Regents.

1.1 The annual membership fee is payable to Iowa Lakeside Laboratory by November 1 of each year during this Agreement. Each Non-Regent consortium member will be informed about the amount of their annual

membership fee as soon as the Board of Regents has approved tuition increases.

1.2 The Non-Regent consortium member also agrees to pay Iowa Lakeside Laboratory an annual course fee. This course fee is equal to in-state tuition for the total number of undergraduate and graduate credits taken by students enrolled through the Non-Regent Consortium member. The tuition rates used to calculate the course fee are those approved by the Board of Regents when the course was offered. The Non-Regent Consortium member is responsible for collecting tuition from students receiving credit for Lakeside courses from the Non-Regent Consortium member. Lakeside has been classified by the Board of Regents as an off-campus program and all students, regardless of their residence or the college or university they are attending pay in-state tuition rates. The Non-Regent Consortium member agrees to pay this course fee on or before November 1 of each year.

1.3 Lakeside agrees that, in return for payment of the membership fee and tuition, the Non-Regent Consortium institution will be entitled to the rights and privileges as a Non-Regent Consortium member of the Lakeside Consortium, as more fully described in this Agreement and the Bylaws of the Iowa Lakeside Laboratory.

1.4 In addition to the membership and course fees identified in Paragraphs 1.1 and 1.2 of this Agreement, the following financial costs and fees have been approved by the Lakeside Coordinating Committee. These fees are collected directly from students by Iowa Lakeside Laboratory.

a. Registration fee – a non-refundable fee that must accompany an application to enroll in courses at Lakeside;
b. Non-credit course fee – the fee charged a student taking a course at Lakeside when the student is not seeking academic credit for the course;
c. Course fees – special fees for particular Lakeside courses that take overnight field trips and have additional expenses associated with them such as mileage or entrance fees;
d. Laboratory fees – special fees for particular Lakeside courses that require specialized equipment of supplies;
e. Room and board – the cost associated with providing meals and lodging to persons staying at Lakeside

1.5 Non-Regent Consortium members who use Lakeside facilities (housing, classrooms, boats, etc.) for meetings, conferences, or other events will be charged a facility use fee. This fee covers the cost of cleaning and maintenance of these facilities. This fee will be paid directly to Lakeside within 30 days of the meeting or event.

1.6 Lakeside shall collect from students all monies that are due Lakeside for the registration fee, course fees, laboratory fees and room and board when applicable.

1.7 Students from a Non-Regent Consortium member Institution shall agree to pay to Lakeside directly for any applicable fees such as the registration fee, course fees, laboratory fees, and room and board in accordance with the Lakeside fee payment policy.

1.8 A Faculty person from a Non-Regent Consortium member institution who is doing research at Lakeside, but is not teaching, shall agree to pay to Lakeside directly for any applicable fees such as laboratory fees and room and board. The Non-Regent Consortium member may agree to pay these fees on behalf of their faculty member.

1.9 Failure of the Non-Regent Consortium Institution to pay its membership and course fees on time and other financial responsibilities as described in this Agreement will subject the Non-Regent Consortium Institution to termination of its membership in the Lakeside Consortium.

2.0 Governance.

The Non-Regent Consortium member understands that Lakeside is governed by the Board of Regents, State of Iowa, through a delegation of authority to the Lakeside Coordinating Committee. The Board of Regents has approved the Iowa Lakeside Laboratory Bylaws to govern the operation of Lakeside. By becoming a member in the Lakeside Consortium, the Non-Regent Consortium member does not have membership on the Lakeside Coordinating Committee. The Non-Regent Consortium member does have the right and responsibility to participate on the Iowa Lakeside Laboratory Curriculum Committee ("Lakeside Curriculum Committee")

3.0 Iowa Lakeside Laboratory Curriculum Committee.

3.1 Purpose. The purpose of the Lakeside Curriculum Committee is to develop the curriculum offered at Lakeside and to assist the Director in scheduling courses.

3.2 Membership. Membership of the Lakeside Curriculum Committee is a flexible number, depending on the number of colleges and universities that have become members of the Lakeside Consortium. It includes:

a. The Director of Lakeside;
b. One faculty member from each of the Regents universities, Iowa State University, The University of Iowa, and The University of Northern Iowa.

c. One faculty member from each college or university that has become a Non-Regent member of the Lakeside Consortium.
d. A teacher from a community college in Iowa;
e. A teacher from a high school in Iowa.

3.3 Appointment. Members of the Curriculum Committee representing the Regents' universities and Non-Regent consortium members are appointed by their institutions. All other members are appointed by the Director of Lakeside.

3.4 Meetings. The Lakeside Curriculum Committee meets as requested by the Director of Lakeside. Meetings are usually held in the fall to finalize the curriculum and scheduling of courses for the following summer. Meetings may be held telephonically or in any other technologically feasible manner to provide all members of the committee the opportunity to have input into the decisions made by the committee.

3.5 Responsibility of Consortium Institutions. The Consortium Institution's representatives on the Lakeside Curriculum Committee are involved in selecting courses to be offered each summer, planning future courses, and identifying and recruiting students from the Consortium Institutions for courses at Lakeside.

4.0 Rights and Privileges of Membership.

4.1 Courses and Curriculum.

a. All courses to be offered by Lakeside must have two characteristics. They must be field-oriented and total immersion courses in keeping with the primary mission of Lakeside as described in Section 3.1 of the Bylaws. All significant curriculum changes need to have the approval of the Lakeside Coordinating Committee.
b. Consortium member Institutions will be permitted to increase their course offerings in a variety of courses such as biology, ecology, archeology and environmental science by including courses in the catalog of course offerings for the Consortium member. Consortium members agree to obtain appropriate internal curricular approval from their home college or university for all Lakeside courses that are to be listed in the catalog of the Consortium member.
c. Consortium members shall list Lakeside courses in their catalog. This will eliminate conflicts over issues relating to transfer of credits, applicability toward degree requirements and will facilitate student advising at the Consortium member Institution.
d. Consortium members are permitted to teach short courses (weeklong or weekend) at Lakeside during the academic year.

4.2 Students.

a. Students from Consortium member Institutions will be provided enrollment preferences in Lakeside courses. Student enrollment will be governed by the following priorities:
   1. Students from Iowa Regents institutions;
   2. Students from Non-Regent Consortium member Institutions;
   3. Students from other institutions who have not become members of the Lakeside Consortium.

b. All students enrolled in courses at Lakeside are subject to the rules and regulations of Lakeside. In addition, students are subject to the Student Disciplinary Regulations of the administrative institution for any academic or behavioral misconduct. A student's home institution will be notified of any sanctions imposed by Lakeside for misconduct during attendance at Lakeside.

c. In order to keep track of students' enrollments, all students will register for courses through the Administrative Office of Iowa Lakeside Laboratory. There is a registration fee required of all students registering for Lakeside courses. Lakeside will then forward all needed registration information for a student to the Registrar's Office at the appropriate institution.

d. Since a Consortium member Institution will place Lakeside courses in its regular curriculum, i.e., lists them in its catalog, students will be registered for Lakeside course credit through the Consortium member where they are attending. Therefore, tuition and fees for courses normally required by the Consortium member will be paid by the student directly to the Consortium member. The Consortium member shall then transfer to Lakeside the tuition and fees due to Lakeside as required by 1.1 and 1.2 of this agreement.

e. Financial Aid. The institution from which the student is seeking a degree shall be the responsible university for federal financial aid authority and purposes and will provide financial aid and administer the financial aid programs for the student. It is understood that Lakeside does not provide financial aid to students other than a few merit-based scholarships.

4.3 Faculty.

a. Faculty who are employed to teach at Lakeside will, for purposes of their teaching assignments, be considered temporary employees of the Regents' administrative institution responsible for Lakeside. Summer teaching salaries at Lakeside include a stipend but no other benefits other than social security and workers' compensation. Room and board expenses are also covered while a faculty member is teaching at Lakeside. Travel to and from Lakeside, however, is not covered.

b. A faculty member from a Consortium Institution who wishes to participate in research at Lakeside may do so upon making appropriate arrangements and if laboratory space is available. A faculty member may develop a research program on his or her own interest or enter into an existing research program after obtaining permission from the Director.

c. Faculty doing research at Lakeside, but not teaching, will not receive a stipend from Lakeside. They will not be considered employees of the administrative institution responsible for Lakeside.

d. The room and board costs for faculty doing research at Lakeside is the responsibility of the faculty member or the faculty member's home institution and is not the responsibility of Lakeside.

e. Priority for teaching assignments and research laboratory space at Lakeside will be governed by the following priorities:
   1. Faculty from Iowa Regents institutions;
   2. Faculty from Non-Regent Consortium member Institutions;
   3. Faculty from other institutions who have not become members of the Lakeside Consortium.

4.4 Facilities.

a. The facilities at Lakeside are available for use by Consortium members for such activities as short courses, field trips, meetings, retreats, and other events. With appropriate planning and scheduling in advance, a Consortium Institution can reserve facilities as desired. Use of Lakeside facilities may require payment of an appropriate rental fee for the use of facilities as determined by the fee schedule approved by the Lakeside Coordinating Committee.

b. The Director reserves the right to limit or adjust from time to time the planned use of Lakeside facilities to accommodate other activities as may be appropriate at Lakeside.

5.0 Administrative Institution.

5.1 Purpose. The university at which the Director of Lakeside is a faculty member shall act as the administrative university for Lakeside. The administrative university shall be a university governed by the Board of Regents, State of Iowa, and it shall provide the service support needed to operate Lakeside.

5.2 Responsibilities. The responsibilities of the administrative university include:

a. Accounting Services.

b. Personnel and Human Resources. Faculty and staff of Lakeside will normally be paid as employees of the administrative university.

c. Purchasing. The administrative university will handle procurement of equipment, supplies and services.

d. Facilities Management Services. The real estate, buildings and equipment of Lakeside will be listed on the inventory of the administrative university.

e. Operational Procedures. The operational procedures for Lakeside will follow the general office and other procedures of its administrative university as described in relevant procedural manuals.

6.0 Nondiscrimination.

Both parties to this Membership Agreement agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, disability, national origin, or status as a U.S. Vietnam era veteran pertaining to any activities or educational experience associated with the Lakeside Consortium.

7.0 Indemnification.

The Non-Regent Consortium member agrees to defend, indemnify and hold the State of Iowa and the Board of Regents, State of Iowa, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's office and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, the Board of Regents, or their officers, agents or employees by reason of Non-Regent Consortium member's negligence or failure of the Non-Regent consortium member to fully perform and comply with the terms of this agreement.

8.0 Confidential Student Records. Both parties agree to maintain confidentiality of student information, as required by law, including the Family Educational Rights and Privacy Act of 1974 (FERPA). The parties agree to obtain appropriate consent and authorization from students enrolled in Lakeside courses to enable Lakeside and the Non-Regent Consortium member to exchange information concerning a student's educational record.

9.0 Miscellaneous Provisions.

9.1 Entire Agreement. This Membership Agreement contains the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or amended except by written agreement of all parties to this agreement.

9.2 Governing Law. This Membership Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa, which shall be

the form for any lawsuits arising from and incident to this Membership Agreement.

9.3 Term of Agreement. By signing this Agreement, the Non-Regent Consortium member agrees to participate in the Lakeside Consortium for a term of five (5) years. This term will be automatically renewed unless otherwise terminated by one of the parties according to the provisions of this Agreement.

9.4 Termination. This Agreement will be terminated one year after a written notice is provided by either party. For good cause, the Lakeside Coordinating Committee may terminate a Non-Regent Consortium member immediately after notice and an opportunity for the Non-Regent Consortium member to explain to the Lakeside Coordinating Committee why continued membership in the Lakeside Consortium is appropriate.

9.5 Contact Persons. Any notices that are required to be given according to this Membership Agreement should be sent to the following contact persons:

For Iowa Lakeside Laboratory:

Arnold van der Valk
Director
131 Bessey Hall
Iowa State University
Ames, IA 50011
Telephone: (515)294-2488
Fax: (515)294-9777
e-mail: lakeside@iastate.edu

For Non-Regent Consortium Institution:

Name
Address

Telephone
Fax
e-mail

by Iowa Lakeside Laboratory

_____
Chair
Iowa Lakeside Laboratory Coordinating Committee

Date _____

by Non-Regent Consortium Institution

_____

Date _____

_____
Director
Iowa Lakeside Laboratory

Date _____

IOWA LAKESIDE LABORATORY

BYLAWS

ARTICLE I.

1.0 Organization.

1.1. Name. The name of this organization is Iowa Lakeside Laboratory.

1.2 Location. The Iowa Lakeside Laboratory is located on a 143-acre campus on the west shore of West Okoboji Lake, with the principal address of 1838 Highway 86, Milford, IA 51351-7267.

ARTICLE II.

2.0 Authority.

2.1 The Iowa Lakeside Laboratory is an inter-institutional facility that is managed and controlled by the Board of Regents, State of Iowa, and serves the three Regents institutions of higher education– Iowa State University, The University of Iowa, and The University of Northern Iowa.

2.2 Delegation of Authority. The Board of Regents, State of Iowa, has delegated authority for direct oversight of the Iowa Lakeside Laboratory to the Iowa Lakeside Laboratory Coordinating Committee. (See Article IV.)

ARTICLE III.

3.0 Purpose.

3.1 The primary purpose of Iowa Lakeside Laboratory is to:

a. Provide university students with an opportunity to get hands-on experience working with Iowa's natural and human environments through its field-oriented summer courses;
b. Provide research facilities and support for researchers working on research projects in Northwest Iowa;

c. Provide environmental education programs for grade, middle and high school students and residents of and visitors to the Iowa Great Lakes Region; and,
d. Monitor and study the water quality of the Iowa Great Lakes.

ARTICLE IV.

4.0 Iowa Lakeside Laboratory Coordinating Committee.

4.1 Purpose. The primary purpose of the Iowa Lakeside Laboratory Coordinating Committee is to provide for inter-institutional oversight of the Iowa Lakeside Laboratory and to provide necessary oversight and direction to its Director. The committee will report to the Board of Regents, State of Iowa, on the overall operation of the Iowa Lakeside Laboratory and will seek board approval as needed. The committee shall consult with the Regents institutions before making any recommendations to the Board of Regents, State of Iowa.

4.2 Membership. The Iowa Lakeside Laboratory Coordinating Committee consists of the following members:

a. The Director of Academic Affairs and Research of the Board of Regents Office;
b. Provosts from the three Regents universities, Iowa State University, The University of Iowa, and The University of Northern Iowa;
c. A representative of the Iowa Great Lakes Community who is to be nominated by the Friends of Lakeside Lab, Inc., and appointed by the Board of Regents, State of Iowa; and,
d. The Director of the Iowa Lakeside Laboratory, who is appointed by the Board of Regents, State of Iowa, upon the recommendation of the Iowa Lakeside Laboratory Coordinating Committee and will serve on the Iowa Lakeside Laboratory Coordinating Committee as an ex officio member.

4.3 Meetings. Meetings of the Iowa Lakeside Laboratory Coordinating Committee will normally be held as needed in association with regularly scheduled meetings of the Board of Regents' Inter-institutional Committee on Educational Coordination (ICEC). The Iowa Lakeside Laboratory Coordinating Committee may schedule additional meetings apart from ICEC meetings if required or desired. Meetings of Iowa Lakeside Laboratory Coordinating Committee shall be called by the chair of the committee.

4.4 Chair. The chair of the Iowa Lakeside Laboratory Coordinating Committee shall be the Director of Academic Affairs and Research in the Office of the Board of Regents, State of Iowa.

4.5 Duties and Responsibilities. The Iowa Lakeside Laboratory Coordinating Committee is responsible for the following:

a. Hire, establish salary, and annually evaluate the performance of the Director of Iowa Lakeside Laboratory;
b. Approve all policies, major operating procedures, and fees (including the disposition thereof);
c. Develop a strategic plan for the Iowa Lakeside Laboratory and present that strategic plan for approval to the Board of Regents, State of Iowa;
d. Monitor progress of the strategic plan that has been approved by the Board of Regents, State of Iowa;
e. Approve overall staffing of the Iowa Lakeside Laboratory and seek Board approval for any new positions consistent with Board policy;
f. Approve all budget requests for new institutional reallocation and for state appropriations before recommending such requests to the Board of Regents;
g. Approve all program offerings for credit and non-credit courses;
h. Approve all major additions, change in plans for the property, including the physical facilities;
i. Develop and manage an Iowa Lakeside Laboratory consortium for the purpose of providing greater opportunities to students and faculty at non-Regents universities to participate in the educational programs offered by the Iowa Lakeside Laboratory; and,
j. Provide any additional oversight to the Iowa Lakeside Laboratory operation as is necessary for the effective operation of the facility.

ARTICLE V.

5.0 Iowa Lakeside Laboratory Curriculum Committee.

5.1 Purpose. The purpose of the Iowa Lakeside Laboratory Curriculum Committee is to develop and approve the curriculum offered at Iowa Lakeside Laboratory and assist the Director in scheduling of courses.

5.2 Membership. Membership of the Iowa Lakeside Laboratory Curriculum Committee is a flexible number, depending on the number of colleges and universities that have become members of the Iowa Lakeside Laboratory Consortium. It includes:

a. The Director of Iowa Lakeside Laboratory;
b. One faculty member from each of the Regents universities, Iowa State University, The University of Iowa, and The University of Northern Iowa;
c. One faculty member from any college or university that has become a Non-Regent member of the Iowa Lakeside Laboratory Consortium.

d. A teacher from a community college in Iowa;
e. A teacher from a high school in Iowa.

5.3 Chair. The chair of the Iowa Lakeside Laboratory Curriculum Committee shall be the Director of Iowa Lakeside Laboratory.

5.4 Appointment. Members of the Curriculum Committee representing the Regents' universities and consortium members are appointed by their institutions. All other members are appointed by the Director of the Iowa Lakeside Laboratory.

5.5 Meetings. The Iowa Lakeside Laboratory Curriculum Committee meets as requested by the Director of Iowa Lakeside Laboratory. Meetings are usually held in the fall to finalize the curriculum and scheduling of courses for the following summer. Meetings may be held telephonically or in any other technologically-feasible manner to provide all members of the committee the opportunity to have input into the decisions made by the committee.

ARTICLE VI.

6.0 Administrative University.

6.1 Purpose. The university at which the Director of Iowa Lakeside Laboratory is a faculty member shall act as the administrative university for Iowa Lakeside Laboratory. The administrative university shall be a university governed by the Board of Regents, State of Iowa, and it shall provide the service support needed to run the Iowa Lakeside Laboratory.

6.2 Responsibilities. The responsibilities of the administrative university include:

a. Accounting Services.
b. Personnel and Human Resources. Faculty and staff of the Iowa Lakeside Laboratory will normally be paid as employees of the administrative university.
c. Purchasing. The administrative university will handle procurement of equipment, supplies and services.
d. Facilities Management Services. The real estate, buildings and equipment of Iowa Lakeside Laboratory will be listed on the inventory of the administrative university.
e. Operational Procedures. The operational procedures for Iowa Lakeside Laboratory will follow the general office and other procedures of its administrative university as described in relevant procedural manuals.

ARTICLE VII.

7.0 Other Committees.

7.1 Other Committees. The Iowa Lakeside Laboratory Coordinating Committee may establish any other committees that may be necessary for the effective operation of the Iowa Lakeside Laboratory.

ARTICLE VIII.

8.0 Iowa Lakeside Laboratory Consortium.

8.1 Consortium. The Iowa Lakeside Laboratory Coordinating Committee is authorized to develop the Iowa Lakeside Laboratory Consortium.

8.2 Purpose. The purpose of the Iowa Lakeside Laboratory Consortium is to provide the resources of the Iowa Lakeside Laboratory to more learners within and without the State of Iowa. The consortium will provide opportunities for non-Regents universities to send students and faculty to the Iowa Lakeside Laboratory facilities to participate in the educational opportunities that are available.

8.3 Governance. The governance of the Iowa Lakeside Laboratory Consortium is under the management and control of the Iowa Lakeside Laboratory Coordinating Committee.

8.4 Membership. Membership in the Iowa Lakeside Laboratory Consortium consists of two levels, Regent members and Non-Regent members.

a. Regent members include those institutions of higher education in Iowa that are governed by the Board of Regents, State of Iowa. These institutions are members of the Consortium because they are governed by the Board of Regents which provides funding for Lakeside. They are provided highest priority when Lakeside determines faculty teaching assignments and student enrollment.
b. Non-Regent members include any college or university, public or private, that desires to become a member and agrees to the terms of Non-Regent membership. These institutions may be from within or without the State of Iowa. They are provided second priority, over institutions that have not become members of the Consortium, when Lakeside determines faculty assignments and student enrollment.

8.5 Terms of Non-Regent Membership. Non-Regent members of the Iowa Lakeside Laboratory Consortium are required to:

a. Pay an annual membership fee established by the Lakeside Coordinating Committee ;
b. Enter into a membership agreement with Iowa Lakeside Laboratory;
c. Agree to participate on the Iowa Lakeside Laboratory Curriculum Committee.
d. Remit to Lakeside all monies that are due to Lakeside, i.e., course fees, and were collected by the Non-regent consortium institution from their students who took Lakeside courses.

8.6 Rights and Privileges of Membership. Members of the Iowa Lakeside Laboratory Consortium would have the following rights and privileges associated with Iowa Lakeside Laboratory:

a. Regent and Non-Regent members may offer all Iowa Lakeside Laboratory courses for credit within the approved curricula of their college or university;
b. Although students from Regent members have highest priority, students from Non-Regent member institutions will be given enrollment preferences in Iowa Lakeside Laboratory courses over students who are from institutions that are not members of the Consortium;
c. Regent and Non-Regent member institutions may teach short courses at Iowa Lakeside Laboratory during the academic year;
d. Regent and Non-Regent member institutions may use Iowa Lakeside Laboratory facilities for class field trips, meetings, retreats, and other events;
e. Although faculty from Regent members have highest priority, faculty from Non-Regent member institutions will be given priority for summer teaching positions over faculty who are from institutions that are not members of the Consortium ;
f. Although faculty from Regent member institutions have highest priority, faculty at Non-Regent member institutions will receive priority for laboratory space to conduct research at Iowa Lakeside Laboratory research facilities over faculty who are from institutions that are not members of the Consortium.

ARTICLE IX.

9.0 Employees.

9.1 Director. The principal administrative officer of Iowa Lakeside Laboratory is the Director. The Director is responsible for the day-to-day operations of the Iowa Lakeside Laboratory, including supervision of faculty and staff, budget preparation, approval of all expenditures, curriculum and program development, and hiring and firing of faculty and

staff. The Director is directly responsible to the Iowa Lakeside Laboratory Coordinating Committee.

9.2 Other Employees. The Director is responsible for hiring other employees necessary to the operation of the Iowa Lakeside Laboratory.

ARTICLE X.

10.0 Committee Meeting Procedure.

The following procedures are applicable to meetings of the Iowa Lakeside Laboratory Coordinating Committee, the Iowa Lakeside Laboratory Curriculum Committee, and to other committees established by the Iowa Lakeside Laboratory Coordinating Committee under 7.1 of these Bylaws:

10.1 Regular Meetings. Regular meetings shall be held at such place and at such times as the chair of the committee shall determine. No notice shall be required for any such regular meeting of a committee if it is held at its usual time and place.

10.2 Special Meetings. Special meetings of the above committees shall be held whenever called by the chair of the committee or by three members of the committee. Notice of a special meeting shall be given to each member of the committee at least two days before the date on which the meeting is to be held. The notice shall state the date, time and place of the meeting and be communicated to the committee member by mail, telephone, personally, or other electronic means.

10.3 Vacancies. Any vacancy on the above-mentioned committees shall be filled in the same manner as the member's initial appointment or designation to the committee as contained in these Bylaws.

10.4 Quorum. A quorum for the transaction of any and all business at a committee meeting shall be the presence in person of a majority of the members of the committee.

10.5 Decisions of the Committee. At all committee meetings, a quorum being present, the act of the majority of the members present at the meeting shall be the decision of the committee.

10.6 Conference Telephone Meetings. Committees may meet via conference telephone calls or similar means of communication by which all persons participating in the meeting can simultaneously hear each other. An individual member who cannot be physically present at the meeting of a committee can participate in the same manner. Participation in a meeting

pursuant to this section shall constitute the committee member's presence in person at such meeting.

10.7 Conduct of Business. The chair of the committee shall determine the order of business and procedure at the committee meeting, including such regulation of the conduct of business as seems to the chair to be in order.

10.8 Compensation. No committee member shall be entitled to compensation from Iowa Lakeside Laboratory for attendance at any meetings. A committee member may be reimbursed by his or her organization, college or university for any expenses associated with attendance at committee meetings for the Iowa Lakeside Laboratory.

ARTICLE XI.

11.0 Amendment.

11.1 These Bylaws are to be initially approved by the majority vote of the Board of Regents, State of Iowa.

11.2 These Bylaws may be amended or repealed by a majority vote of the Iowa Lakeside Laboratory Coordinating Committee at any regular or special meeting. The proposed amendment(s) to the Bylaws shall be provided to all members at least ten (10) days prior to the meeting where a vote is scheduled to be taken on the proposed amendment(s).

11.3 Any amendment to these Bylaws approved by the Iowa Lakeside Laboratory Coordinating Committee shall be provided to the Board of Regents, State of Iowa, for review. The executive Director of the Board of Regents shall review any proposed amendment and determine if the amendment is substantive and requires approval of the Board of Regents. If the Executive Director determines approval by the Board of Regents is not necessary, the written notification of the Executive Director declaring such amendment need not be received by the Board of Regents shall represent approval of the amendment by the Board of Regents and shall be effective the date of the Executive Director's notification. If the Executive Director determines that the amendment is substantive and requires approval by the Board of Regents, the Executive Director shall docket the amendment for consideration by the Board of Regents.

Adopted this _____ day of _____, 2001.

_____
Chair
Lakeside Laboratory Coordinating
Committee

_____
Executive Director
Board of Regents, State of Iowa