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WAR DEPARTMENT
OFFICE OF THE ASSISTANT SECRETARY
WASHINGTON, D. C.

April 17, 1942

MEMORANDUM OF AGREEMENT BETWEEN THE WAR DEPARTMENT AND
WAR RELOCATION AUTHORITY.

Preamble: The War Relocation Authority is an independent establishment created by Executive Order of the President, No. 9102 dated March 18, 1942, with a primary objective of relieving the military establishment of the burden of providing for the relocation of persons excluded from military areas by order of the Secretary of War or any designated military commander acting pursuant to Executive Order of the President, No. 9066 dated February 19, 1942. The emphasis in all War Relocation Authority activities will be increasingly to alleviate the drain on military resources with regard to all phases of evacuation and relocation. The War Relocation Authority has agreed to prepare itself as rapidly as practicable to assume those burdens now imposed on the War Department respecting such activities and particularly in connection with Pacific Coast evacuation now in progress. Accordingly the following understanding is executed between the

War Department and the War Relocation Authority to meet the present situation.

1. The evacuation of combat zones is a military necessity and when determined upon must not be retarded by resettlement and relocation. In other words, the timing of evacuation is a military function which War Relocation Authority will do all in its power to accommodate.

2. Assembly Centers are staging areas and necessary because of the time required to select relocation sites and to construct Relocation Centers (Reception Centers). Assembly Centers are constructed and will be supplied and operated by the War Department.

3. Relocation sites, upon which Relocation Centers (Reception Centers) are built, are to be selected by the War Relocation Authority, subject to War Department approval.

4. The acquisition, as distinguished from selection, of sites for Relocation Centers (Reception Centers) is a War Department function. Such acquisition will be made by the War Department upon the request of the War Relocation Authority. The War Relocation Authority will reimburse the War Department for the acquisition cost of relocation sites, or pay the cost in the first instance.

a. As a part of the acquisition procedure, respecting both private and public lands, the War Department, through an appropriate military commander, will advise the Chief Executive of the State concerned of the military necessity for the location of a relocation project within that State.

b. The War Relocation Authority has full responsibility for compilation of the necessary data and descriptions in connection with 3 and 4 above.

5. Construction of initial facilities at Relocation Centers (Reception Centers) will be accomplished by the War Department. This initial construction will include all facilities necessary to provide the minimum essentials of living, viz., shelter, hospital, mess, sanitary facilities, administration building, housing for relocation staff, post office, store houses, essential refrigeration equipment, and military police housing. (War Department construction will not include refinements such as schools, churches and other community planning adjuncts.) The placement and construction of military police housing will be subject to the approval of the appropriate military commander.

6. The War Department will procure and supply the initial equipment for Relocation Centers (Reception Centers), viz., kitchen equipment, minimum mess and barrack equipment,

hospital equipment and ten days' supply of non-perishable subsistence based on the Relocation Center (Reception Center) evacuee capacity. From the date of opening, or the date on which the War Relocation Authority initiates the operation of any Relocation Center (Reception Center), as the case may be, the War Department will transfer accountability for all such equipment and property to the War Relocation Authority. The War Relocation Authority agrees to assume such accountability. Thereafter, the War Relocation Authority will maintain and replace all such equipment and property, including subsistence, and will procure whatever additional supplies, subsistence and equipment it may require. The War Department agrees that the War Relocation Authority may effect its procurement through War Department agencies.

a. As to all routine procurement effected by the War Relocation Authority through War Department Agencies, said Authority agrees that it will transmit to the War Department a forecast of its requirements semi-annually in advance and that it will confirm in writing to the appropriate War Department Agency its actual requirements from time to time as the need for such procurement develops. The War Relocation Authority will take all possible and practicable steps to inform the War Department well in advance of its requirements.

7. After pending arrangements for existing Reception Centers are completed, the War Relocation Authority will operate Relocation Centers (Reception Centers) from the date of opening. This will include staffing, administration, project planning and complete operation and maintenance. In undertaking such operations the War Relocation Authority will not retard completion of the evacuation process but will accommodate military requirements. It will be prepared to accept successive increments of evacuees as construction is completed and supplies and equipment are delivered. In each case the War Relocation Authority will provide a project manager who will be available to the War Department local construction representative for consultation as soon as a given project is approved for construction.

8. The War Department will provide for the transportation of evacuees to Assembly Centers and from Assembly Centers to Relocation Centers (Reception Centers) under appropriate military escort. The War Department, through the Western Defense Command, has arranged for the storage of household effects of evacuees through the Federal Reserve Bank of San Francisco. At War Department expense, the Federal Reserve Bank of San Francisco has acquired warehouse space, provided civilian guards, and

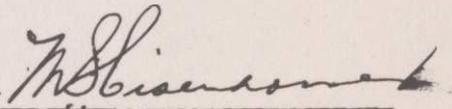
has arranged for inventories of goods stored by each evacuee. When evacuee goods are stored and the Federal Reserve Bank delivers inventory receipts to the War Relocation Authority, said Authority will accept such receipts from the Federal Reserve Bank of San Francisco and, upon such acceptance, said Authority assumes the responsibility now borne by the War Department for the warehousing program, including the assumption from the date of delivery of receipts, of payment of all costs. Thereafter, the disposition of such household effects and the transportation thereof to Relocation Centers, or elsewhere, will be the sole responsibility of the War Relocation Authority.

9. In the interest of the security of the evacuees relocation sites will be designated by the appropriate military commander or by the Secretary of War, as the case may be, as prohibited zones and military areas, and appropriate restrictions with respect to the rights of evacuees and others to enter, remain in, or leave such areas will be promulgated so that ingress and egress of all persons, including evacuees, will be subject to the control of the responsible Military Commander. Each relocation site will be under Military Police patrol and protection as determined by the War Department. Relocation Centers (Reception Centers) will have a minimum capacity of 5,000 evacuees (until otherwise agreed to) in order

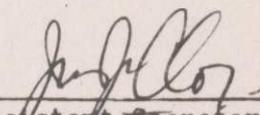
that the number of Military Police required for patrol and protection will be kept at a minimum.

10. It is understood that all commitments herein as relate to the use of War Department and/or War Relocation funds are subject to the approval of the Bureau of the Budget.

WAR RELOCATION AUTHORITY

by 
Director

WAR DEPARTMENT

by 
Assistant Secretary of War

1) Mr Fryer
2 File -

This agreement
was approved
by Mr Eisenhower
during his last
visit here -
main charges have
delayed it
Cress.

Memorandum of Understanding

between the

War Relocation Authority

and the

Western Defense Command and Fourth Army

Subject: Custody and disposal of contraband articles received from persons of Japanese ancestry.

1. The War Relocation Authority agrees to accept the custody of all articles received as contraband from persons of Japanese ancestry by the Western Defense Command and Fourth Army pursuant to paragraph 6, Proclamation No. 3, Headquarters, Western Defense Command and Fourth Army, dated March 24, 1942, and Special Instructions No. 1, Headquarters, Western Defense Command and Fourth Army, dated March 28, 1942, upon delivery to the Authority of the warehouse receipts or other evidence of possession.

2. The War Relocation Authority will retain custody of such articles until such time as the articles may be released by or returned to the Western Defense Command at the request of said Command, it being understood that in the event the articles are returned to the Western Defense Command the costs involved will be borne by the Western Defense Command. Upon the release of any articles or article, the War Relocation Authority will deliver the articles so released to the persons entitled thereto, or make such other arrangements for disposal as may be agreed upon with the persons entitled thereto or with the Western Defense Command and Fourth Army in cases where the person entitled thereto cannot be found.

3. The War Relocation Authority will bear all expenses incident to the disposal of released articles under paragraph 2, except expense involved in returning articles to the Western Defense Command and Fourth Army. The Western Defense Command and Fourth Army will be responsible for all storage expenses, and shall reimburse the War Relocation Authority for any storage expenses that the Authority may be required to incur.

4. The Western Defense Command and Fourth Army will make available to the War Relocation Authority all ownership and other records made in connection with the receipt and storage of the contraband articles.

5. It is understood that the War Relocation Authority, in performing its undertakings pursuant to this memorandum, acts for and on behalf of the Western Defense Command and Fourth Army, and may so indicate in the performance of all such undertakings.

E. F. Cress

E. F. Cress,
Lt. Colonel, G. S. C.
Assistant Director
War Relocation Authority

Karl R. Bendetsen

Karl R. Bendetsen,
Colonel, G. S. C.
Assistant Chief of Staff
Civil Affairs Division

May 5, 1942

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN WAR RELOCATION
AUTHORITY AND ALIEN PROPERTY
CUSTODIAN

(1) Heretofore, under date of July 1, 1942, the War Relocation Authority, hereinafter referred to as the "Authority", entered into a lease as lessee (named therein as The United States of America, Office for Emergency Management, Central Administrative Services) of the property described as follows:

All of that certain four story and mezzanine concrete building situate on the Southwesterly corner of Van Ness Avenue and California Street, known and designated as #1595 Van Ness Avenue in San Francisco, California, being approximately 34,680 feet of floor space.

the lessor thereof being Ernest Ingold, Inc. of San Francisco, California.

(2) The original term of said lease ends June 30, 1943, but said term has been extended to June 30, 1944, Said lease is cancellable by either party thereto upon thirty (30) days' written notice, and (subject to such cancellation) may be renewed from year to year at the option of the Authority by giving notice in writing to the lessor at least thirty (30) days before the lease, or any renewal thereof, would otherwise expire, but no renewal shall extend the lease beyond June 30, 1948.

(3) The rental required to be paid under said lease is \$0.242 (plus) per square foot per annum, being the sum of Seven Hundred Dollars (\$700.00) per month, payment to be made by the Authority at the end of each month.

(4) Of the 34,680 square feet of floor space thus leased by the Authority, the Alien Property Custodian, hereinafter referred to as the "Custodian", has acquired 1,260 square feet from the Authority. The Custodian will accordingly pay to the Authority at the end of each and every month of the term of said lease, and every renewal thereof, its pro-rata share of the monthly rental due under said lease. The Authority is already bound under the aforesaid lease to pay, and it hereby agrees with the Custodian that it will pay the full monthly rental due thereunder at the end of each month.

(5) The Authority heretofore became obligated to pay for certain supplies, utilities, and services, as follows: a monthly service charge for labor and services in connection with the furnishing of elevator service in the above described premises; the bills rendered by the Pacific Gas and Electric Company in accordance with certain scheduled rates for light and power furnished and to be furnished to the Authority at said premises; and the

bills rendered by the San Francisco Water Department for water and water services supplied and to be supplied to the Authority at said premises. The Custodian hereby agrees to pay to the Authority its pro rata share (being the fractional share above set forth) of each of said bills and charges, promptly after notification by the Authority as to the total amount which the Authority is obligated to pay for said supplies, utilities, and services. The Authority is already obligated to pay, and it hereby agrees with the Custodian that it will pay, bills rendered for each of the foregoing supplies and services.

(6) The Custodian entered possession of the aforesaid premises on May 15, 1943, and accordingly agrees to pay its pro rata share of the rent for the balance of the month of May, 1943, promptly after the signing of this memorandum of understanding; and to pay its pro rata share of the costs of the foregoing supplies, utilities, and services furnished during the balance of said month, upon receipt of notification from the Authority as to the amounts due therefor.

(7) The Custodian acknowledges that it has examined and is fully advised of the terms of the following documents, including any and all schedules and exhibits referred to therein:

- (a) Warehouse Lease No. OEM-10a-552
- (b) Water Contract No. OEM-10a-717
- (c) Electricity Contract No. OEM-10a-808
- (d) Elevator Contract No. OEM-10a-1191

(8) The Custodian agrees that it will fully comply with all the terms and provisions of the aforementioned lease as if it were the original lessee thereof in so far as that portion of the premises occupied by the Custodian is concerned, and except for such terms and provisions of said lease as are inconsistent with the terms and provisions of this memorandum of understanding. The Custodian further agrees that it will pay its aforesaid pro rata share of any and all other normal and customary expenditures connected with the operation and maintenance of the above described property usually paid by a lessee.

(9) In the event that the Authority decides to cancel the aforementioned lease, or permit it to expire at the end of any renewal year thereof, the Authority will so inform the Custodian in writing not less than ten (10) days prior to the last day for the service on the lessor of a thirty (30) day notice of cancellation or of renewal; and likewise the Custodian, in the event that it desires to cancel its obligations hereunder, will give the Authority not less than forty (40) days prior to written notice of cancellation, and will also give the Authority written notification, not less than forty (40) days prior to the expiration of each

of each renewal term, as to whether the Custodian desires to renew the lease or permit it to expire. This procedure will permit the Authority and the Custodian a ten day period during which to confer and if possible to agree upon a mutually satisfactory course of action regarding any contemplated cancellation or renewal.

Date: 5/24/43

/s/ Philip J. Webster

Date: 7/7/43

Signature unreadable
Alien Property Custodian

MEMORANDUM OF UNDERSTANDING

Between the
War Relocation Authority
and the

United States Employment Service
Federal Security Agency

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Relocation?*

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*Proposed
May 27, 42*

This Memorandum of Understanding between the War Relocation Authority (hereinafter called "Authority") and the United States Employment Service (hereinafter called "Service") is for the purpose of establishing procedures for, and the respective responsibilities of the parties in, the recruitment from Assembly Centers of Japanese evacuees for private agricultural employment, and the protection of the evacuees and the safeguarding of the public interest in such employment.

1. Applications for Japanese evacuee labor for private agricultural employment will be considered only if made by persons or agencies that represent substantial numbers of farmers. All such applications received by, or referred to, the Authority will be directed to the local office of the Service that is nearest the applicant. That office shall advise the applicant of the conditions that must be met in the furlough of evacuees and their employment in agriculture. Those conditions are:

- (a) The applicant must describe the number of laborers desired, the place or places of proposed employment, the time for which labor is needed, and the conditions under which laborers must work. In this connection the applicant must guarantee adequate shelter and housing, medical care and sanitation facilities.
- (b) The applicant shall submit written assurances, signed by the applicant, the Governor of the State, and the County Attorney, Sheriff, head of the Board of Supervisors, and one Judge for each county in which the proposed work area is located, that law and order will be maintained therein and the evacuees protected against any and all violence or intimidation.
- (c) The applicant must provide evidence that the proposed importation of evacuee-labor will not compete with local labor.
- (d) The applicant will provide bus transportation for all evacuees recruited for work in the work area from the Assembly Center to the place of work, and upon expiration of furloughs the applicant will transport the evacuees back to

the Assembly Center, or, if the Assembly Center has been evacuated in the meantime, will pay to the Army an amount equivalent to the cost of returning such evacuees to the Assembly Center.

- (e) The applicant must guarantee that each evacuee recruited will be paid the wages prevailing in the work area for such work and, in any event, not less than the wages required by law. The applicant shall also agree to submit to the Authority, each pay-period, a list of the evacuees to whom wages were paid and the amount paid to each. Unless wage deductions are prohibited by law, the applicant must further guarantee that, if, during the period of employment of any such evacuee, his family is moved to a permanent relocation center, a proper part of his wage, as determined by the War Relocation Authority, shall be deducted for the support of his dependents at the relocation center and paid to the Authority, and that the balance of his wage will be paid to the evacuee.

2. When the above submissions have been made to the Service, the Service will conduct an investigation of the work area with respect to (1) the displacement of local labor by the proposed importation of evacuee-workers; (2) the wages required by law, and the wages prevailing for the work contemplated, in the locality; and (3) the adequacy of living accommodations, working conditions, medical care, and health facilities at the places of employment.

After completing such investigation the Service shall forward to the Regional Office of the Authority in San Francisco all documents submitted to it in connection with the application, together with a report of its findings under the preceding paragraph, and its recommendations.

3. If the evidence submitted is satisfactory to the Regional Office of the Authority, it will then proceed to obtain military clearance through the Wartime Civil Control Administration, together with the determination of the Assembly Center or Assembly Centers from which workers may be recruited. The Regional Office of the Authority will then notify the Regional Farm Placement Officer of the Service as to the Assembly Center or Assembly Centers from which workers may be recruited.

4. Recruitment of evacuees from Assembly Centers for private agricultural employment will be the responsibility of the Service. Recruitments shall be entirely on a volunteer basis. It shall be the policy of the Service and the Authority not to divide families, but to recruit either single persons without dependents or entire families.

5. Upon arrival of volunteer evacuees in the work area, the Service will maintain services for checking performance by the applicant and the farmers of all the guaranties and stipulations hereinbefore specified and shall be responsible for taking up with the applicant all problems relating to the evacuee labor.

The Service will keep records concerning each recruit, showing his place of employment, changes in place of employment, and all other pertinent information, which shall be available to the Authority at all times. The Service shall further report weekly by telegram to the Regional Office of the Authority concerning conditions in the work area and the performance by the applicant and the farmers of all guaranties and stipulations hereinbefore specified, and shall make recommendations with respect thereto. Any defection by any recruit shall be reported immediately to the Regional Office of the Authority.

Date

Regional Director, Federal
Security Agency

Date

Regional Director, War Relocation
Authority

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**AGREEMENT BETWEEN DIRECTOR, WAR RELOCATION AUTHORITY,
AND COMMANDING GENERAL, WESTERN DEFENSE COMMAND, FOR THE RETURN
OF CONTRABAND PROPERTY TO PERSONS OF JAPANESE ANCESTRY**

WHEREAS, certain persons of Japanese ancestry formerly resident within the evacuated areas of Western Defense Command have surrendered certain personal property into the custody of Western Defense Command in compliance with the provisions of certain regulations and proclamations including Public Proclamation No. 3, Western Defense Command; and

WHEREAS, such property is stored at the Lyon Van and Storage Company's warehouses in San Francisco and Los Angeles, California; and

WHEREAS, the Commanding General, Western Defense Command, in order to facilitate the return of said property to the owners thereof subject to the restrictions hereinafter set forth, desires to turn over all said property to War Relocation Authority, and War Relocation Authority is ready and willing to accept custody thereof;

NOW, THEREFORE, the Director, War Relocation Authority (WRA), and the Commanding General, Western Defense Command (WDC), agree as hereinafter set forth:

1. WDC agrees to deliver custody to WRA, and WRA agrees to accept custody, of all articles surrendered to WDC pursuant to paragraph 6, Public Proclamation No. 3, Hq. WDC (24 March 1942), and of other articles surrendered to WDC as contraband and stored at the Lyon Van and Storage Company, not otherwise covered by said proclamation. WRA agrees to furnish receipt for the articles subsequent to and in accordance with inventory mutually acceptable to both parties.

2. WRA is authorized to return to the owners thereof all of said articles the possession of which by persons of Japanese ancestry is not prohibited by present regulations of WDC. WRA agrees that no other of said articles will be released to the owners thereof until such time as such release is authorized by future changes in regulations; provided, however, that at the request of an owner who is not eligible to possess an article, WRA may release and deliver such article to an eligible person to whom ownership has been transferred.

3. WRA agrees that on and after the date of taking custody of the above-described property, WDC shall bear no further expense incident to the storage or release of said property. The present storage contract between WDC and Lyon Van and Storage Company will be terminated _____, 194_, and on or before such date WRA agrees to provide for storage and assume all costs in connection therewith.

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Agreement between Director, War Relocation Authority, and Commanding General, Western Defense Command, for the Return of Contraband Property to Persons of Japanese Ancestry

4. WDC agrees to make available to WRA, from time to time as needed, all ownership and other records in possession of WDC in connection with the receipt and storage of the contraband articles.

5. In performing undertakings pursuant to the return of articles in custody of WDC, it is understood that WRA may indicate that it is acting for and on behalf of WDC solely in matters pertaining to the return of articles mentioned in this agreement.

6. The following articles in custody of WDC will not be returned by WRA to persons of Japanese ancestry unless such persons are (1) members of the United States Armed Forces, or (2) persons exempted from the provisions of the proclamations of WDC pertaining to persons of Japanese ancestry (mixed-marriage and mixed-blood exemptees):

- a. Military weapons, including all firearms,
- b. Ammunition, bombs and explosives,
- c. Radio transmitters or component parts thereof,
- d. Japanese phonograph records.

7. The following articles in custody of WDC will not be returned by WRA to persons of Japanese ancestry residing within the WDC area unless such persons are (1) members of the United States Armed Forces, or (2) persons exempted from the provisions of the proclamations of WDC pertaining to persons of Japanese ancestry (mixed-marriage and mixed-blood exemptees):

- a. Cameras,
- b. Signal devices (automobile spotlights and flashlights of two cells or less are not classified as signal devices),
- c. Codes and ciphers,
- d. Short-wave radio receivers.

8. WRA is authorized to return short-wave radio receiving sets to United States citizens of Japanese ancestry residing in relocation centers, with the exception of the Tulalake Center, provided the project director causes the short-wave mechanism to be rendered inoperative prior to delivery of the receivers to such owners.

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Agreement between Director, War Relocation Authority, and Commanding General, Western Defense Command, for the Return of Contraband Property to Persons of Japanese Ancestry

9. Articles not specifically enumerated above in paragraphs 6 and 7 shall not be classed as prohibited articles, and the return thereof to the owners will be at the discretion of WRA.

10. Nothing herein contained shall be construed as authorizing the return of property designated as contraband by Presidential Proclamation No. 2525 or any other applicable federal law or regulation.

Signed this _____ day of _____, 194__.

Director, War Relocation Authority

/s/ Delos C. Emons

Commanding General, Western Defense Command

DELOS C. EMONS
Lieutenant General, U. S. Army
Commanding

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MEMORANDUM OF UNDERSTANDING
CONCERNING THE OPERATION OF
SCHOOLS AT THE MANZANAR AND
TULE LAKE WAR RELOCATION
CENTERS

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June 15, 1942

1. Authority

Executive Order No. 9102, dated March 18, 1942, directs the
Director of the War Relocation Authority

"to formulate and effectuate a program for the removal, from
the areas designated from time to time by the Secretary of War
or appropriate military commander under the authority of
Executive Order No. 9066 of February 19, 1942, of the persons
or classes of persons designated under such executive order, and
for their relocation, maintenance and supervision."

In order to effectuate this program, the Director is authorized, among
other things, to provide for the relocation of such persons in appro-
priate places, provide for their needs in such manner as may be appro-
priate, supervise their activities, provide for their employment at
useful work, and secure the cooperation, assistance, and services of any
governmental agency. In accordance with this authority, the Manzanar
and Tule Lake relocation centers have been established in California
in Inyo County, and in Modoc and Siskiyou Counties, respectively.

Dr. Walter F. Dexter, State Superintendent of Public Instruction,
acting pursuant to authority vested in him by the laws of California,
has appointed a special committee, consisting of Dr. Aubrey A. Douglass,
chairman; Dr. Charles W. Bursch; and Mr. Verne S. Landreth, all of whom
are staff members of the State Department of Education, to confer with
officials of the War Relocation Authority concerning an educational
program at War Relocation Centers in California.

The State Board of Education, in accordance with authority con-
ferred upon it by the laws of California, has appointed a committee,

consisting of Dr. Curtis E. Warren, chairman; Mr. Clyde Doyle; and Mrs. Lois Souter, all of whom are members of the State Board of Education, for the same purpose.

2. Scope of memorandum

It is the purpose of this memorandum to indicate the plans, policies, and functions of the War Relocation Authority, the State Board of Education, and the State Department of Education with respect to the education of persons located at the Manzanar and Tule Lake War Relocation Centers. The memorandum sets forth basic principles that are intended to govern the education program, but it is understood that minor changes and modifications will be made if necessitated by the course of future events.

3. State and local responsibility for education

The War Relocation Authority recognizes State and local responsibility for the creation, maintenance, and government of the public school system, and it has no intention or desire to assume this responsibility.

4. Need for special legislation

The establishment of the Manzanar and Tule Lake War Relocation Centers has placed more than 10,000 Japanese in each of two sparsely settled areas of the State. These areas are now under military control and their creation has raised many unique and special problems. Under these circumstances, it is the consensus of the parties to this memorandum that the educational needs of the persons living in these areas can best

be met by creating a unified school district for each War Relocation Center. The boundaries of the district should be coterminous with the relocation area.

Consideration has been given to the possible ways in which this or any other arrangement could be made for the effectuation of a suitable educational program for the War Relocation Centers. Four possibilities have been presented:

- (a) The creation of new school districts under existing State law in the War Relocation centers.

This is not a practicable solution of the problem, as, under the present School Code, new districts cannot now be organized for actual operation before July 1, 1943, and unified districts could not be established until even a later date. Difficult problems are also presented as to whether those living in the project areas can satisfy the necessary electoral requirements. It is also apparent that the government of the War Relocation School District should be different from that provided by existing law.

- (b) The creation and operation of schools at the War Relocation Centers by existing school districts in cooperation with the War Relocation Authority.

This possibility was discussed with local officials and it is our conclusion that it is impracticable for existing districts to assume the burden and responsibility of providing educational facilities for the War Relocation Authority and the State Department of Education.

- (c) The creation and operation of schools by the War Relocation Authority under Federal authority, but in cooperation with State and local officials.

This possibility conflicts with the accepted policy that education is a matter of State and local responsibility. It should be adopted only as a temporary expedient or as a permanent policy after all efforts to operate under State law have failed.

- (d) Enactment of legislation for the purpose of establishing special school districts at the War Relocation Centers.

This possibility presents the only thoroughly satisfactory solution to the problem, and all are agreed that such legislation should be obtained at the earliest possible time.

It is accordingly the consensus of all parties that emergency legislation should be enacted by California to establish unified school districts embracing each of the war Relocation Areas in the State and that in the meantime the War Relocation Authority should conduct an educational program in each of the areas in cooperation with State and local officials.

5. Educational program pending enactment of special legislation

In order to facilitate the transition from the operation of the relocation center schools by the War Relocation Authority to their operation by the proposed special districts, the War Relocation Authority will, to the extent possible, follow existing State school law and proceed as though the proposed legislation were already in effect.

(a) Financing

For the first school year the relocation schools will be financed by the War Relocation Authority. The Authority will also construct the necessary school buildings and facilities. The funds of the War Relocation Authority, however, will be expended only for kindergarten, elementary, and high school education. It is contemplated that the relocation unified school districts will, after the first year, receive State school funds in the same manner and on the same bases as other unified school districts in the State. The War Relocation Authority will, after the first year, finance the school districts to the extent that finances would normally be raised by the local school district.

(b) Teachers

The teachers will necessarily be Federal employees on a temporary basis until the districts come into existence. Only persons having

California credentials will be employed, so that the prevailing State standards for the selection of teachers will exist in the relocation school districts. It is important that these teachers so not lose existing rights and privileges, and it is understood that the State Department of Education and the State Board of Education will recommend to local governing boards that leaves of absence be granted to teachers who may wish to be employed by the War Relocation Authority.

The War Relocation Authority plans to use citizens of Japanese ancestry as teachers whenever they are able to conform to State requirements. Teachers who do not meet State requirements but who possess preliminary certificates will be eligible to serve as practice or cadet teachers under appropriate supervision. The War Relocation Authority will request colleges and universities approved by the State Board of Education for teacher training to institute and maintain an accredited teacher training program for qualified persons who desire to teach. It is contemplated that approximately 80 percent of the teachers employed will be Caucasians and 20 percent will be of Japanese descent.

(c) Advisory school board

Although teachers will be employed and the schools will be governed by the War Relocation Authority through appropriate officials, an advisory school board will be established for each relocation center to advise and consult with such officials. This board will consist of a chairman, appointed by the project director, and four members, who will be elected by project residents if practicable and otherwise who will be appointed by the project director.

(d) Miscellaneous

Until special legislation is enacted, the War Relocation Authority will keep records and file them in the same way in which public school districts are required to keep and file such records. It will also refer its curriculum, building plans, and budget to the State Department of Education for recommendation. The State Department of Education and the State Board of Education will, within the limits of their powers, supply the relocation school districts with elementary text books and such other property as may lawfully be loaned or granted to them.

6. Proposed legislation

It is the consensus of all parties to this memorandum that special legislation is necessary for the most desirable and effective operation of the relocation schools, and the parties hereby agree to cooperate in drafting and sponsoring such legislation. The existing law should be followed whenever possible and only such changes should be sought as are essential for the proper functioning of an educational program in the relocation areas.

(a) Creation of unified districts

It will be necessary to provide by special legislation for the immediate creation of unified school districts at the relocation centers. It should also be provided that the district boundaries will be coterminous with the relocation area boundaries and that they will be automatically changed when the relocation area boundaries are changed.

(b) School District Board

The legislation should provide for the creation of a governing board consisting of a chairman designated by the War Relocation Authority

and of four other members to be elected by persons living in the project area. Voting for school elections will be the same as in other project elections, but, insofar as the Constitutions of California and the United States do not prohibit, no person shall be qualified for, or disqualified from, voting by reason of his being, or not being, a resident elector in State, County and National elections. Either Japanese or Caucasian persons shall be eligible for election to the school district board. The school district board shall have the same powers and duties as any other governing board under State law, except where specific changes are made by legislation.

(c) District Superintendent

It should be provided that, subject to the approval of the State Department of Education and the State Board of Education, the War Relocation Authority will appoint the District Superintendent and put him on its payroll, but that he will have the relationship to the governing board of the district that is specified in the provisions of the California School Code.

(d) Finances

Specific provision should be made so that the districts will receive funds from the State, in accordance with the provisions generally applicable to public schools, computed according to the average daily attendance of the relocation school districts and other bases for the entire 1942-43 school year.

(e) Termination of district

The special districts will be subject to continuance or dissolution in accordance with the general law of the State applicable to school districts.

(f) General applicability of existing law

It is proposed to seek only those changes in existing laws that circumstances may require.

7. Board of Consultants

The State Department of Education will appoint, subject to the approval of the State Board of Education, a Board of Consultants of five persons, who will make semi-annual visits to the relocation unified school districts in order to inspect and advise upon their educational programs. Traveling expenses of the Board of Consultants shall be paid by the districts.

8. This memorandum shall be filed with the County Clerk of each county in which a relocation project is situated.

Date

Chairman, Special Committee of the
State Board of Education

Date

Chairman, Special Committee of the
State Department of Education

Date

Regional Director
War Relocation Authority

APPROVED:

State Superintendent of Public
Instruction

APPROVED:

Director, War Relocation Authority

This memorandum was returned from the Washington office with a teletype confirmation and approval by Eisenhower on June 15, 1952. There were one or two very minor alterations made.

MEMORANDUM OF UNDERSTANDING AS
TO FUNCTIONS OF MILITARY POLICE
UNITS AT THE RELOCATION CENTERS
AND AREAS ADMINISTERED BY THE
WAR RELOCATION AUTHORITY

WDC-WRA
July 3, 1942

1. Purpose and scope of memorandum

It is the purpose of this memorandum to prescribe the functions of military police units at War Relocation Centers and Areas within the jurisdiction of the Western Defense Command and Fourth Army and to indicate the relationship between such units and the respective Project Directors, War Relocation Areas, and War Relocation Centers.

2. Definitions

(a) "Center" or "Relocation Center" means a community administered by the War Relocation Authority pursuant to the provisions of Executive Order No. 9102, issued March 18, 1942.

(b) "Area" or "Relocation Area" means the entire area which surrounds and includes a Relocation Center, which is under the general administrative jurisdiction of the War Relocation Authority, and which has been designated a military area pursuant to Executive Order No. 9066, issued February 19, 1942.

3. Purpose of Relocation Areas

Relocation Areas have been established for the purpose of caring for Japanese who have been moved from certain military areas. They have been moved from their homes and placed in Relocation Areas as a matter of military necessity. The Relocation Centers and Areas are not concentration camps, and the use of this term is considered objectionable. Relocation Centers are not internment camps. Internment camps are established for another purpose and are not related to the evacuation program.

4. Freedom of movement of evacuees

Japanese evacuees in the Relocation Centers should be allowed as great a degree of freedom within the Relocation Areas as is consistent with military security and the protection of the evacuees. In general, the evacuees will have complete freedom of movement within the Relocation Areas from sunrise to sunset. From sunset to sunrise the evacuees will

not be allowed beyond the Center limits without the special permission of the Project Director. The boundaries of the Relocation Centers and Areas shall be marked, respectively, by signs in both the English and Japanese languages indicating their limits.

5. Functions of the Project Director

Relocation Centers are operated by civilian management under the War Relocation Authority. A Project Director is in charge of each Center. The Project Director will determine those persons authorized to enter the Area and will transmit his instructions to the Commanding officer of the military police. The Project Director is authorized to issue permits to such evacuees as may be allowed to leave the Center or Area. The Project Director is responsible for all means of communication within the Area.

6. Functions of civilian police

Civilian police will be on duty to maintain order within the area; to apprehend and guard against subversive activities, or undercover crimes and misdemeanors; to make such search of the person and property of the Japanese evacuees as may be necessary to guard against the introduction or use of articles heretofore or hereafter declared contraband; to control traffic within the Center; and to enforce camp rules and regulations.

7. Functions of military police

The military police on duty at Relocation Centers and Areas shall perform the following functions:

(a) They shall control the traffic on and the passage of all persons at the arteries leading into the Area;

(b) They shall allow no person to pass the Center gates without proper authority from the Project Director;

(c) They will maintain periodic motor patrols around the boundaries of the Center or Area in order to guard against attempts by evacuees to leave the Center without permission. The perimeter of the Relocation Area shall be patrolled from sunrise until sunset and during such other time as the commanding officer of the military police units deems advisable. The perimeter of the Relocation Center shall be patrolled only from sunset to sunrise.

(d) They shall apprehend and arrest evacuees who do leave the Center or Area without authority, using such force as is necessary to make the arrest.

(e) They shall not be called upon for service in apprehending evacuees who have effected a departure unobserved.

(f) They shall be available upon call by the Project Director or by the project police in case of emergencies, such as fire or riots. When called upon in such instances, the commander of the military police shall assume full charge until the emergency ends.

8. Conduct of enlisted men

Enlisted men will be permitted within the areas occupied by the evacuees only when in the performance of prescribed duties. A firm but courteous attitude will be maintained toward the evacuees. There will be no fraternizing.

9. Cooperation between commanding officers and the War Relocation

Authority

Commanding officers of military police units will be furnished copies of operating instructions issued to Project Directors. The Project Directors and their assistants and the commanding officers will maintain such close personal contacts with each other as will assure the efficient and orderly operation of the Area, and the proper performance of the duties of all.

Date July 3, 1942

FOR THE WAR RELOCATION AUTHORITY

/s/ E.R. FRYER
Regional Director

Date July 8, 1942

FOR THE COMMANDING GENERAL, WESTERN
DEFENSE COMMAND AND FOURTH ARMY

/s/ KARL R. BENDETSSEN
Colonel G.S.C.
Assistant Chief of Staff,
Civil Affairs Division

B
C1.01

San Francisco, California
July 3, 1942.

MEMORANDUM OF UNDERSTANDING BETWEEN
FARM SECURITY ADMINISTRATION
and the
WAR RELOCATION AUTHORITY

Subject: Community Facilities for War Relocation Centers.

The following work has been done to date by this office for the War Relocation Authority:

1. Typical designs provided for: Junior-Senior High School, Elementary School, Store, Dormitory, Apartment Unit, Playground Equipment and furniture for schools.
2. Working drawings provided for all of the above, including variations to cover varying climatical conditions. (It should be noted that this work was done under a very considerable pressure due to time limitation and was carried through primarily for the purpose of obtaining lists of materials for early purchase. All parties concerned were at all times aware that later revisions were inevitable).
3. Estimates were made of cost of materials for all the above named building units, together with all necessary utilities.
4. Lists of materials were provided for each of the above named buildings, together with lists of material for all utilities required with the buildings.
5. This office, by agreement with the War Relocation Authority, is undertaking the actual construction of the schools, stores, and other community facilities at the Manzanar War Relocation Center, and toward this end has employed an experienced construction superintendent, who will have complete charge of organization of the work, hiring of personnel, etc. It is understood by all parties concerned that the greatest possible advantage will be taken of the craftsmen and others experienced in supervisory work among the Japanese residents at the site.

The following future work has been requested of this office by Mrs. Adams of the War Relocation Authority:

1. Revision of the plans for Manzanar to provide a typical class room 20'-0" x 40'-0" for use in all schools to replace the 20'-0" x 32'-0" typical unit shown on the existing drawings (Dimensions are to exterior face of studs).

NOTE:

This change is requested by the War Relocation Authority as a result of certain limitations made in Washington in the Education Budget after the original scheme had been made.

The original size of room, 20' x 32', provided space for only 32 pupils, whereas the 20' x 40' room will allow space for as many as 40 pupils. It can be seen from this fact that more teachers would be required if the smaller unit were used. Limitations were placed on that part of the Education Budget covering salaries for teachers, so that it became necessary to enlarge the unit rather than increase the number of teachers to be hired.

2. Reduce number of typical class rooms in each elementary school at Manzanar from 13 to eleven.
3. Reduce number of Kindergarten-Nursery rooms in each elementary school at Manzanar from 3 to two. Size of this room remains as now shown.
4. (a) Redesign and provide working drawings for schools, stores and other structures with a view to using adobe for the walls, and concrete slabs as floor material, on the Gila River War Relocation Project.

(b) Provide general drawings showing location of all community facilities on Sites 1, 2 and 3 of the above project.
5. Redesign and provide typical working drawings for schools and other structures suitable for use in cold climates. An enclosed corridor, running between class room units, has been adopted as more practical for cold climatical conditions. (Note that size of typical class room for all schools in all projects is to be 20' x 40').
6. Provide general drawings showing location of all community facilities at all war relocation centers as and whenever requested by the War Relocation Authority. This office has thus far been requested to furnish this service for the following centers:

Manzanar, California
Tule Lake, California
Minidoka, Idaho
Gila River, Arizona
McCormick, Utah
X-Y Ranch, Colorado

7. Provide room layouts, supplementary details, and other similar services whenever required until construction of the facilities at the various centers has been completed.



5693

MEMORANDUM OF UNDERSTANDING

CI, 01
7/27/42

between the

Director of the War Relocation Authority

the

Director of Selective Service

and the

Executive Secretary of the

National Service Board for Religious Objectors

1. Authority. Executive Order No. 9102 of March 18, 1942, authorizes and directs the Director of the War Relocation Authority to formulate and effectuate a program for the removal of persons or classes of persons designated under Executive Order No. 9066 of February 19, 1942, from areas designated under such Order, and for their relocation, maintenance, and supervision. In order to effectuate this program, the Director is authorized to secure the cooperation, assistance, and services of any governmental agency (Paragraph 3(c)). In addition, all departments and agencies of the United States are directed to cooperate with and assist the Director in his activities (Paragraph 6).

Executive Order No. 8675, of February 6, 1941, authorizes the Director of Selective Service to establish, designate, or determine work of national importance under civilian direction to which may be assigned registrants under the Selective Training and Service Act of 1940 who are found to be conscientiously opposed to participation in combatant and noncombatant training and service in the land or naval forces. Under the Order the Director shall determine the agencies, organizations, or individuals that may provide civilian direction of such work (Paragraph 2). To carry out the provisions of the Order, he may utilize the services of the departments, officers and agencies of the United States, accept voluntary services of private organizations and individuals, and may obtain by purchase, loan or gift, equipment and supplies from Federal and other public agencies and private organizations and individuals with or without advertising or formal contract (Paragraph 3).

2. Purpose of Memorandum. This Memorandum prescribes --

(a) The conditions and procedure for assignment of registrants under the Selective Training and Service Act of

1940, as amended, who are found to be conscientiously opposed to participation in combatant or noncombatant training and service in the land or naval forces and who are placed in Class IV-E or Class IV-E-LS (hereinafter referred to as "conscientious objectors"), to service with the War Relocation Authority (hereinafter referred to as the "Authority").

(b) The agreed respective duties and responsibilities of the Authority, the Selective Service System and the National Service Board for Religious Objectors (hereinafter referred to as the "National Service Board") in connection with such assignments.

3. Policy. In accordance with the provisions of this Memorandum, the Authority will accept for service at relocation centers a limited number of conscientious objectors who desire such service, who meet the qualifications of the Authority, and who are assigned to such service by the Director of Selective Service. The conscientious objectors assigned to serve with the Authority will serve as doctors, teachers, attorneys, or in the performance of other skilled and professional service in connection with the relocation program under the control and supervision of the War Relocation Authority.

4. Selection of conscientious objectors. The Authority, with the cooperation of the Selective Service System and the National Service Board, will arrange for interviews of conscientious objectors at the places where they are located, or at other places where interviews can conveniently take place.

5. Assignment of conscientious objectors. Any conscientious objector who has first been interviewed by a representative of the Authority will be assigned to service with the Authority by the Director of Selective Service from camps operated by the National Service Board, from Government-operated camps, or direct from the Selective Service System, if --

(a) Such conscientious objector desires assignment to such service.

(b) The experience and professional attainments of such conscientious objector are equivalent to those required for qualification of an applicant for similar work under Civil Service Commission standards.

(c) The Director of the War Relocation Authority approves and requests the assignment of such conscientious objector to such service.

(d) The Director of Selective Service authorizes the assignment of such conscientious objector to such service.

6. Return for service rendered. The Authority shall furnish for each conscientious objector assigned to service with the Authority in return for the service rendered --

(a) Housing and subsistence, either with a separate group of conscientious objectors, or with other Caucasian personnel at the relocation center.

(b) Necessary work clothing and medical care.

(c) A monthly cash advance, not to exceed \$5.00 a month.

(d) The cost of the transportation of such conscientious objector from his place of work at the time of his assignment to the relocation center to which he is assigned.

7. Termination of assignment. (a) The assignment of any conscientious objector to service with the War Relocation Authority may be terminated at any time by the Director of Selective Service or by the Director of the War Relocation Authority, if the Director terminating the assignment gives the other Director fifteen days advance notice.

(b) The Director of Selective Service will specify the place to which the conscientious objector is to be sent when his assignment to service with the War Relocation Authority has been terminated, and such conscientious objector shall be sent to that place.

(c) The cost of the transportation of a conscientious objector whose assignment to service with the War Relocation Authority has been terminated, from the relocation center to which he was assigned to the place to which he is to be sent, shall be borne by the agency terminating the assignment.

8. Status and supervision. All conscientious objectors assigned to service with the Authority in a relocation center --

(a) Shall be treated as members of the Authority's staff at the center.

(b) Shall be under the control and supervision of the Authority and under the jurisdiction of the chief executive officer of the Authority at the center in the division to which they are assigned.

9. Civil Service employees of the Authority. Any Civil Service employee of the Authority, who after the date of this Memorandum is classified as a conscientious objector and is assigned to service with the Authority, shall serve on the same basis and subject to the same conditions as other conscientious objectors assigned to service with the Authority.

10. Selective Service Regulations. The Director of Selective Service will prescribe such amendments to, and make such determinations or designations under, the Selective Service Regulations as may be necessary to enable this Memorandum to be effectuated.

11. Duration and limitation of Memorandum. (a) This Memorandum agreement shall be effective for three months from the date of final execution, during which period the assignments of conscientious objectors to service with the Authority shall be made to only one relocation center and shall not exceed ten in number.

(b) At any time before its expiration this Memorandum agreement may be renewed with or without limitation for any period up to 14 days after conclusion of the war, upon the written consent of the Director of the Authority, the Director of Selective Service, and the Executive Secretary of the National Service Board, or their authorized representatives.

(c) The Director of the Authority, or the Director of Selective Service, or the Executive Secretary of the National Service Board (or their authorized representatives) may withdraw from this agreement upon sixty days written notice to the other two parties.

July 27, 1942
Date

(Sgd.) Lewis B. Hershey
Director of Selective Service

July 16, 1942
Date

(Sgd.) D. S. Myer
Director, War Relocation Authority

July 16, 1942
Date

(Sgd.) Paul Conily French
Executive Secretary, National Service
Board for Religious Objectors

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A
F
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of



FIELD AGREEMENT

between

The Soil Conservation Service, U.S.D.A.

and

The War Relocation Authority, O.E.M.

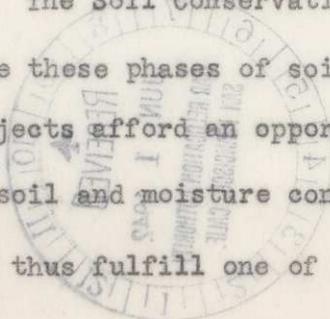
Cl. 01 FS

Re: Cooperative activities relative to soil and moisture conservation and land-use practices on lands embraced in War Relocation Authority Projects.

Foreword:

In its program of selecting relocation sites and developing and administering projects established for the purpose of relocating Japanese, the War Relocation Authority finds a need for Soil Conservation Service personnel to assist in making technical surveys and preparing recommendations relative to conservation practices. In order to formulate farm plans for the relocation projects which will provide for the most effective continuous use of the resources in the area, it will be necessary to interpret existing survey data and make conservation or other surveys in cases where survey information is not available, to classify lands according to use capability, and to make recommendations for the conservation practices needed to insure proper land use.

The Soil Conservation Service has technicians who are qualified to undertake these phases of soil conservation work on the relocation projects. The projects afford an opportunity for the Service to demonstrate the principles of soil and moisture conservation and proper land use in irrigated sections and thus fulfill one of its important functions.



3052

Purpose:

The purpose of this field agreement is to establish a basis for field offices of the two agencies entering into working agreements providing for the conducting of surveys and making of land-use plans on specific relocation projects.

Agreement:

The Soil Conservation Service agrees to, on request, assign technical personnel to relocation projects according to the extent of the job and as technicians can be released and made available.

The War Relocation Authority agrees to reimburse the Soil Conservation Service for the services of any of its personnel assigned to relocation projects and for any cash outlays made by the Service for travel and per diem incident to the assignment, unless otherwise specified.

The actual assignments of personnel to relocation projects will be provided for by working agreements between the two agencies which will specify the nature of the work to be done, its duration, and other exact terms of mutual understanding.

This field agreement shall become effective upon date of last signature thereto and shall continue in effect until thirty days after written notice of a desire to terminate it is served on either of the signatories by the other.

Date

Administrator, War Relocation Authority

Date

Chief, Soil Conservation Service

3052

Also -
YMCA
YWCA

Girl Scouts
Campfire Girls

Am. Assoc. of Univ. Women
Nat'l. Congress of Parents + Teachers
USO

STATEMENT OF RELATIONSHIPS

BOY SCOUTS OF AMERICA AND WAR RELOCATION AUTHORITY

C110 FS

See
Area
Mogam
October
1943

General Precepts: In keeping with WRA policy of encouraging evacuee identification with groups typically American in concept, WRA will give full cooperation in the establishment of a vigorous Boy Scout program at relocation centers. It shall be available to every boy of Scouting age including many identified with Scouting prior to evacuation.

The relocation centers are cities and should be considered as such. The Scouting program, whether organized under a council or district set-up, should not deviate from any of the national plans of Scouting any more than would be the case for cities of comparable size. The less that variations are taken into account, the more accurately will the activities involved in Scouting at the centers be comparable to the Scouting programs in normal communities. Except where necessary, there should be no special concessions, no limitations, and no basic differences from the general Scouting program. Those responsible for organization of Scouting in each location should, as in other communities, give emphasis to those parts of the Boy Scout program which seem especially applicable and adaptable to center use.

Organization and Direction: Organization of Scouting at relocation centers should be based on the possibility of:

- A. Organizing a district committee to work under an area council
- B. Organizing a subcommittee of a district committee

All of the Operating Committees needed in a District-Committee set-up are needed at relocation centers, in particular, an Organization and Extension Committee, a Training Committee, Advancement Committee, and a Camping and Activities Committee. Each center should have a District Commissioner and a sufficient number of Neighborhood Commissioners to give adequate supervision to the program. Men selected to give general supervision to Boy Scout activities at the projects shall be selected in cooperation with the Local Council responsible and may be commissioned as Field, District or Neighborhood Commissioners.

WRA-appointed staff members may serve as volunteer assistants in the organization and supervision of the Boy Scout program. If desired, a staff member may be commissioned as a Field Commissioner of the Local Council or serve as Chairman of the District Committee.

Camping and Activities: Scouting activities should be developed so that the experience of the Scout may resemble that of the Scout in the outside community in all ways possible. Camping shall be encouraged, both at camping sites within the relocation areas, and in conjunction with Troops organized in neighboring communities. Camporees shall be developed as frequently as possible, with opportunity afforded for advancement, cooking and other Scouting activities. Plays, demonstrations, circuses, etc., should be held. Troops should be encouraged to have Victory Gardens and to construct model airplanes. The accent should be on improvisation and resourcefulness. For example, trophies might be fashioned from materials locally available. Handicraft should also be encouraged. There should be proper training and facilities for development of Senior Scout programs.

Meeting Places and Sponsoring Agencies: The organizations and institutions already operating in the centers - schools, clubs, churches, block and district organizations, etc. - may sponsor Troops, utilizing the Scouting program in carrying out the general aims of Americanization. In general, recreation and other buildings assigned to such clubs and organizations should be made available for Scout meetings and other purposes.

Fees and Uniforms: Payment of the incidental fees of Scout Troops should be made out of funds obtainable at the centers. All Scouts and leaders pay the national registration fee which is fifty cents for Scouts and one dollar for committeemen and leaders. Each unit should be operated on the budget plan. Budgets may be pooled under central supervision. A number of Scouts already have uniforms, and opportunities to earn uniforms are available to other boys.

Transfers: The regular transfer plan of the Boy Scouts shall apply to Scouts, Cubs and leaders moving from one location to another, either between centers or to outside communities. Scouts or leaders should secure transfers before leaving the center to present to the local Scout Council immediately upon resettlement to a new community.

Training: Training of leadership presents a problem in all U.S. communities at this time. Whatever the Scouting movement develops in other communities in the way of training for Commissioners, faculty, Scoutmasters, Cub Masters, Organization and Extension Committees, and other leaders should be applied at relocation centers to the extent feasible.

Boy Scouts of America
by: Arthur A. Schuck
Director of Operations

War Relocation Authority
by: Elmer M. Rowalt
Acting Director

August 12, 1943

INTERIM POLICY ON SPECIAL TRANSFERS
TO AND BETWEEN RELOCATION CENTERS

C 1.01
1942

(1) The following policy shall become immediately effective as it relates to movements to and between Relocation Centers.

(2) Special transfers shall be required for all movements to establish new residents not otherwise covered by transfer orders, exclusion orders, or transfers of War Relocation Work Corps enlistees for employment purposes.

(3) Special transfers shall be considered only for the following cases:

(a) To reunite separated members of a "family." For such purposes a family shall be considered to be that group domiciled together as a family dependent upon the family group for principal support, or contributing principal support to the family group at that time.

(b) Consideration shall be given to cases other than those made eligible by 3a only where the transfer is necessary to the prevention of undue hardships.

(4) The Project Director, or his authorized representatives, shall direct the preparation of an application for special transfer where the applicant's eligibility is established under 3a or 3b.

(5) The applicant shall secure approval of the facts as represented, and a signature expressing willingness to accept transfer, if granted, from all persons listed for transfer 16 years of age or over.

(6) Upon completion of the application form, including the name and residence of the applicant, the name, residence, age, and relationship of each individual for whom special transfer is requested, a statement of the facts which establish the eligibility of the persons for transfer and the expression of willingness of members listed who are 16 years of age or over, the application shall be considered as complete and shall be filed with the Project Director, or his authorized representatives, at the project to which the transfer of the persons listed is requested.

(7) The Project Director will determine the eligibility of the applicants and forward approved applications to the Regional Office for transmittal to the Civil Affairs Division of the Western Defense Command and Fourth Army for travel authorization into or through Military Area No. 1 and Military Area No. 2 in California.

(8) It is directed that Project Directors arrange the public posting of the pertinent information in this procedure, together with local instructions and clarifications.

(9) The foregoing procedure shall govern in the approval and transmittal of applications for special transfers only until the movements of evacuees to Relocation Centers is complete, at which time consideration of additional cases on a basis of permanent procedure may be established.

413

TRANSFER AGREEMENT BETWEEN WAR DEPARTMENT AND WAR RELOCATION
AUTHORITY PERTAINING TO MANZANAR RELOCATION AREA

June 1, 1942

1. Under and in accordance with the terms of the agreement of April 17, 1942, by the War Department and the War Relocation Authority, the Manzanar Relocation Area, including a Reception Center for approximately 10,000 Japanese evacuees, with all lands, water, buildings and installations, and fixtures and equipment, thereto, is transferred from the War Department to the War Relocation Authority, effective at 12:01 A.M., June 1, 1942.

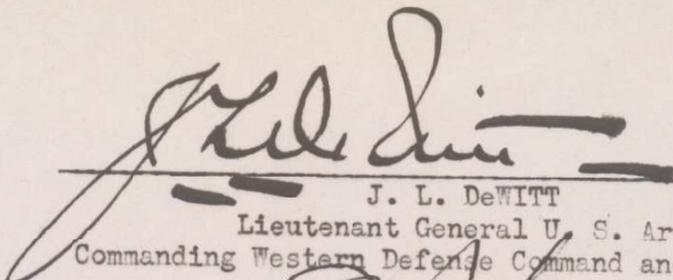
2. Accountability for Buildings, Fixtures and Utilities, or, in general, Installations and Equipment provided by the U. S. Engineer District constructing the Center, will be transferred by letter from the appropriate District Engineer to the War Relocation Authority Representative (Project Director). Such transfer to be based on a joint inventory and inspection by the War Relocation Authority Representative (Project Director), a representative of the Civil Affairs Division, Headquarters Western Defense Command and Fourth Army, and the appropriate U. S. Engineer District. The facilities and equipment transferred to be described in detail on the reverse of the letter of transfer, or by attachment thereto.

3. Accountability for items of equipment and property, other than included under the provisions of Paragraph 2, above, which have been provided by the War Department will be transferred on shipping tickets issued by the War Department Shipping Agency and signed by the War Relocation Authority representative (Project Director) as and when equipment and property is received or taken over by him.

4. All responsibility for administration and all expense incident to operation and maintenance occurring after the date of transfer will be assumed by the War Relocation Authority.

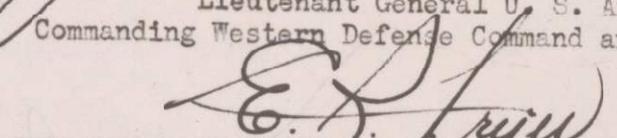
For the War Department:

Date: 6/2, 1942.


J. L. DEWITT
Lieutenant General U. S. Army
Commanding Western Defense Command and Fourth Army

For the War Relocation Authority:

Date: 5/31, 1942.


E. R. FRYER
Regional Director
War Relocation Authority