

MINUTES
SENATE EDUCATION COMMITTEE

DATE: Monday, March 10, 2014

TIME: 3:00 P.M.

PLACE: Room WW55

MEMBERS PRESENT: Chairman Goedde, Vice Chairman Mortimer, Senators, Fulcher, Nonini, Thayn, Patrick, Buckner-Webb and Ward-Engelking

ABSENT/ EXCUSED: Senator Pearce

NOTE: The sign-in sheet, testimonies and other related materials will be retained with the minutes in the committee's office until the end of the session and will then be located on file with the minutes in the Legislative Services Library.

CONVENED: **Chairman Goedde** called the Senate Education Committee (Committee) to order at 3:00 p.m., and a silent roll was taken.

H 549

Marilyn Whitney, Chief Communications and Legislative Officer, State Board of Education (State Board), explained that this bill was developed by the State Board in coordination with the Department of Administration, the Division of Human Resources and the Office of the State Controller. **HB 549** would impact Boise State University, Idaho State University and Lewis-Clark State College. It would allow these institutions to opt out of state administrative services upon approval of the State Board. That approval would be based on State Board policy and would require the institutions to show expected fiscal savings. The University of Idaho already has the ability to use administrative services other than those provided by the state administrative agencies. Community colleges also are not required to use state administrative services. The State Board does not expect that all of the four-year institutions would seek approval to exercise this flexibility. Some institutions have the infrastructure and staff to manage their own administrative services and others do not.

The State Board has contemplated this flexibility for the four-year institutions for some time. The State Board continues to ask the institutions to review programs and services to find efficiencies in order to ensure access and affordability to public higher education. Based on consultation with the agencies, the State Board believes that the best course of action to ensure that no conflicts arise with existing code sections is to amend individual sections where necessary. Ms. Whitney provided a written summary of the 15-page bill which is attached.

Senator Patrick asked if schools could easily opt out and opt in again. **Ms. Whitney** replied that the parties set mutually agreeable terms which generally require 18 months notice. The State would not expect changes sooner than 18 months. **Senator Patrick** asked how this option was working for schools who already have it. **Ms. Whitney** replied that University of Idaho (U of I) has always operated this way and the purchasing flexibility has worked well.

Senator Nonini stated that group health insurance companies look at the age and gender mix of a given pool. If a school opts out, it changes the mix. While that may be beneficial for the school, it might negatively affect another pool. **Ms. Whitney** replied that the State will look at the system wide impact of requested changes. Some schools have already looked for more cost effective health care and were unable to find any better than the State offering. **Senator Nonini** asked when a school could opt back in to health care if they chose to leave the State services. **Tracie L. Bent**, Policy and Planning Officer, State Board, replied that five years would be the minimum time due to the required contracting. If a problem arose in that time period, the State Board would work with the Department of Administration to find a solution. Schools must be cognizant that promotional cost-savings offers from other insurers may not continue beyond the initial low-cost rate.

Chairman Goedde asked if the U of I would have an opportunity to opt in to state services. **Ms. Whitney** replied that they could talk with an agency about coming in to some of the services. **Chairman Goedde** stated that the Controller's office had some concerns with the legislation last year, and asked if they had been satisfied with the present version. **Ms. Whitney** replied that the State Board had worked closely with the controller's office, they reviewed the final version and did not have concerns. **Chairman Goedde** noted that Boise State University stands ready to take advantage of this flexibility, and asked if any other institutions also had expressed readiness. **Ms. Whitney** replied that some discussions had taken place, but no proposals have been forthcoming. **Chairman Goedde** stated that attorneys are quick to name every possible party in a lawsuit, and since a higher education institution answers to the State Board, a lawsuit that addresses one of those institutions would include the office of the State Board. **Chairman Goedde** asked if any provisions had been made in the liability insurance language stating that the State Board would be held harmless and defended by the liability insurance that the institutions might purchase. **Ms. Whitney** replied that since the State Board is the governing body for all of the institutions, they are generally named. However, with the definitions that have been included in the bill, the State Board has made a clear distinction between the State Board and the institutions. **Ms. Bent** explained that an extensive conversation had taken place with legal counsel from each institution as well as counsel for risk management. The State Board was satisfied, based on the information provided, that if the institutions had pulled out of risk management, their insurance would need to cover their board of trustees, which is the State Board.

TESTIMONY:

Bruce Newcomb, former Speaker, Idaho House of Representatives, representing BSU, stated that BSU fully supports **H 549**. He said that over time, 83 percent of expenses at BSU are paid by students. BSU's fiduciary duty requires them to look for efficiencies, eliminate duplication and find economies of scale. Whereas BSU does not intend to leave state services in the near future, they do want the opportunity to examine contracts and make good decisions.

Kent Kunz, representing Idaho State University (ISU), stated that ISU supports the bill. The State Board allowed ISU and its counsel to provide input in order to ensure protections against unintended consequences. ISU does not intend to opt out of any services, with the possible exception of risk management. They may choose to purchase enhanced risk management coverage.

MOTION:

Senator Patrick made a motion to send **H 549** to the floor with a **do pass** recommendation. **Senator Ward-Engelking** seconded the motion. The motion carried by **voice vote**. Senator Patrick will carry the bill on the floor.

H 576 **Jason Hancock**, Deputy Chief of Staff, State Department of Education (Department), stated that **H 576** would help reduce reporting burdens from drivers education training companies. Currently, companies must submit reports within 45 days in order to receive reimbursement from the Department. Several of these companies conduct multiple courses throughout the year, and would like to submit reports once per year. The Department is agreeable to the change.

MOTION: **Senator Fulcher** made a motion to send **H 576** to the floor with a **do pass** recommendation. **Senator Ward-Engelking** seconded the motion. The motion carried by **voice vote**. Senator Fulcher will carry the bill on the floor.

H 577 **Mr. Hancock** explained that **H 577** codifies the math initiative which has existed through intent language only since 2007. Teachers have reported that this professional development training has translated into immediate utilization in the classroom. This legislation does not create a funding formula – the decision to allocate remains year to year – but it does codify that the math initiative will continue.

Chairman Goedde commented that reducing intent language is advantageous. **Senator Patrick** asked if the math initiative was included in intent language for this year. **Mr. Hancock** replied that the math initiative is included in a group which includes math, reading and remediation. The languages allows the Superintendent of Public Instruction to determine the amounts used in each category. The Department anticipates that \$2 million will be used for the math initiative in fiscal year (FY) 2015. **Senator Thayn** asked if empirical data exists to show that the math initiative is beneficial. **Mr. Hancock** replied that feedback from teachers has been overwhelmingly positive. The math initiative incorporates brain research and the latest methodologies in thinking that allow for different avenues to the right answer. **Mr. Hancock** agreed to provide student outcome data via email.

MOTION: **Senator Ward-Engelking** made a motion to send **H 577** to the floor with a **do pass** recommendation. **Senator Thayn** seconded the motion. The motion carried by **voice vote**. Senator Ward-Engelking will carry the bill on the floor.

H 569 **Mr. Hancock** explained that **H 569** addresses a potential problem whereby a small school district could receive double funding for certain students if that district created an alternative school. The current funding formula states that districts will always receive a minimum of eight support units because districts must always provide math, science, English, etc. regardless of the number of students they have. A problem could arise if a small district creates an alternative school and shifts Average Daily Attendance (ADA) from their regular secondary program into the alternative program. They would still receive full funding for these students under the eight unit secondary minimum, but would then also receive a full stream of formula funding for the same students on the alternative funding table. **H 569** closes that loophole.

MOTION: **Senator Thayn** made a motion to send **H 569** to the floor with a **do pass** recommendation. **Senator Ward-Engelking** seconded the motion. The motion carried by **voice vote**. Senator Thayn will carry the bill on the floor.

MOTION: **Senator Ward-Engelking** made a motion to approve the Minutes of February 24, 2014. **Senator Thayn** seconded the motion. The motion carried by **voice vote**.

MOTION: **Senator Patrick** made a motion to approve the Minutes of February 25, 2014. **Senator Fulcher** seconded the motion. The motion carried by **voice vote**.

MOTION: **Senator Fulcher** made a motion to approve the Minutes of February 26, 2014. **Senator Thayn** seconded the motion. The motion carried by **voice vote**.

HEARING:

Teresa Luna, Director, Department of Administration (DOA), appeared before the Committee to answer questions concerning the Idaho Education Network (IEN) contract and lawsuit.

Director Luna said that she was always happy to appear before the Committee to answer questions. She said that she had brought with her Meryln Clark, Special Deputy Attorney General on the Syringa litigation who would discuss the recent court ruling and answer questions about the litigation.

Senator Fulcher stated that he wanted to identify the potential exposure to the State over the IEN contracts and to understand the events leading up to the current IEN contract litigation with a goal of preventing a similar situation in the future.

Senator Fulcher asked Director Luna to state her role at the DOA at the time of the original IEN contract award. **Director Luna** replied that in January 2009 when the contracts were awarded, she served as Communications Director for the DOA. She was moved to Chief of Staff sometime in 2009, and was appointed Director in March 2011.

Senator Fulcher stated his understanding that some problems arose from a multiple contract award with Education Network of America (ENA) and Qwest, later, CenturyLink. He asked if multiple awards were common practice. **Director Luna** replied that the contracts to ENA and Qwest (CenturyLink) were awarded in 2009 by Mark Little, the State purchasing manager, now retired. Verizon had also bid for the contract. ENA and CenturyLink were awarded the exact same contract, which is common practice, so that agencies could negotiate packages and prices to best fit their needs. Multiple awards are common, particularly in the information technology (IT) arena.

Senator Fulcher asked how the IEN contract was split and which company has responsibility for those services now. **Director Luna** replied that identical awards went to ENA and to CenturyLink in March 2009. Later, the IEN recognized that ENA was very strong on e-rate and services, while CenturyLink was very strong on the backbone side. IEN chose ENA for e-rate, network and help desk services, and chose CenturyLink to manage the broadband piece, which was memorialized in an amendment to both companies. E-rate is administered through the Universal Service Administrative Company (USAC).

Senator Fulcher asked Ms. Luna to describe Syringa's role. **Director Luna** replied that Syringa was a subcontractor to ENA on the original bid in January 2009. Syringa sued in December 2009. Syringa's fight has been with ENA and with the State. Director Luna then deferred to Mr. Clark to describe Syringa's role.

Merlyn Clark, stated that he is an attorney with Hawley Troxell in Boise. He has also served with the Attorney General's office as a special deputy on selected matters. He has been appointed by the Attorney General to represent the State in the Syringa lawsuit. Syringa sued the State, ENA, CenturyLink, Mr. Gwartney and Mr. Zickau. The only claim that remains is the claim against the State. The district court has recently ruled that Syringa will be allowed to amend its claims challenging the original awards to ENA and CenturyLink and the amendments to those awards.

When the initial awards were issued by the Department of Purchasing, Syringa had a partnering agreement with ENA which provided that if ENA received all of the contract, ENA would utilize Syringa to help them with the backbone. Syringa was not a bidder on the initial contract – they were too small to handle the entire state. Syringa thought they had a subcontract to work with ENA to help provide some of the backbone. When IEN split the contract, ENA was appointed to handle the management of the statewide service system. CenturyLink was delegated to handle the backbone work, because CenturyLink already had a large amount of backbone in place and were best able to do the backbone work. ENA concluded that they did not need Syringa, Syringa was left out, and Syringa sued ENA for breaching their agreement. The district judge ruled that Syringa did not have an agreement because it did not include material terms, such as pricing. The district judge dismissed the claim, and the Idaho Supreme Court affirmed.

Syringa also sued the State, alleging that the State could not split the award in the manner that it had been split. The district judge said that Syringa did not have standing to make that challenge because they did not exhaust their administrative remedies when the contract was initially issued or when it was later split. The district judge dismissed Syringa's claims against the State. Syringa appealed to the Idaho Supreme Court which reversed the district court decision, saying that Syringa did not have a chance to object to the split, so they did have standing to challenge. The case was sent back to the district judge to proceed on that basis – to determine if the split with CenturyLink and ENA was legal. That point has never been decided; it has never even been argued because when the State went before the district judge it challenged the procedure, saying that Syringa did not have standing. Syringa did not have a contract; it was not the bidder; and it did not protest when it should have. The State initially won on that point, until the Idaho Supreme Court reversed.

Mr. Clark said that in its written opinion, the Idaho Supreme Court stated that the contracts appeared to be illegal in violation of Idaho Code § 67-5718a. Mr. Clark stated that the legality of the contracts were not the issue before them. It was not necessary to their decision. The issue before the Idaho Supreme Court was whether Syringa had the right to challenge the contract. However, that language by the Idaho Supreme Court led USAC to conclude that Idaho had not complied with its statutes and the contracts were illegal. At that point USAC cut off the IEN e-rate funding.

When Syringa filed the lawsuit in 2009, it sent a copy of the complaint to USAC as a whistleblower. USAC waited to see what would happen to the lawsuit, and when the Idaho Supreme Court made its unnecessary remarks that the contracts might be illegal, USAC wrote to the State concluding that Idaho Supreme Court had ruled the contracts were not legal – that they violated Idaho statute. Mr. Clark then wrote to USAC explaining that the Idaho Supreme Court said Syringa could challenge the contract, but they had not decided the legality of the contract. The Idaho Supreme Court had made a dicta statement.

Senator Fulcher suggested that it might not be fair to say that the Idaho Supreme Court made a gratuitous statement. **Chairman Goedde** asked Mr. Clark to step down, and he recalled Director Luna.

Senator Patrick recalled that at the time of funding through the Joint Finance-Appropriations Committee (JFAC), several discussions had taken place about how funding might work since J.A. and Kathryn Albertson Foundation, federal and state monies were involved. With some hesitancy, JFAC moved forward because it was best for the children of Idaho. He asked **Director Luna** what the next steps would be if the case were to settle and whether or not the money would then be released.

Director Luna responded that USAC has not made a final determination on whether or not the State is eligible for the funds currently being withheld. USAC is waiting for the court decision to play out. Should the decision come in favor of the State, the DOA believes that funds will be released and funds will be available in the future. At this time the funding is simply being held pending the court decision.

Senator Patrick asked if a settlement might solve the issue rather than waiting for a court ruling. **Director Luna** said that the DOA and its attorneys have concern that a settlement could appear to be an admission by the State that contracts were awarded in a manner inconsistent with state procurement rules, in which case USAC could deny funding in total. On the other hand, it could be considered a closed case by USAC and they would release the funds. Part of the drama surrounding this situation is that USAC is no longer communicating with the DOA. ENA's e-rate experts believe that Idaho is still on solid footing, and they believe the funds will be released, but it will take some time.

Senator Thayn asked if anything new had come to light about the State's liability to pay back e-rate funds. **Director Luna** replied that as of March 2013, e-rate has subsidized the IEN program \$13.3 million. The DOA is concerned that should USAC rule adversely against the State, they may require the State to return the funds. But before that would happen, the State has avenues of relief: (1) appeal that decision to the Federal Communications Commission (FCC) on the basis that the State has always maintained the validity of the contracts; and (2) request a waiver from the FCC. Typically, FCC waivers are granted when the spirit of the e-rate funds have been met, and waivers are awarded in contract disputes where no issues of waste, fraud or abuse have been alleged. The e-rate funds in Idaho have been used for procurement of services that the contract required, and no accusations of waste, fraud or abuse have been raised. Thus, an FCC waiver is the likely next course of action.

Senator Nonini asked whether all individual school districts were capitalizing on their full 100 percent quota prior to the State administering all the e-rate dollars. **Director Luna** replied that e-rate is a cumbersome process. The State has purchasing guidelines, USAC has guidelines, and numerous forms must be completed. Small, rural districts were not participating in e-rate at all. They had neither the time nor the expertise to complete the process, so they had not been taking advantage of e-rate. Prior to the IEN, the districts averaged 65 percent reimbursement, but because the State uses an aggregated model, it now receives reimbursement of 74 to 76 percent. **Senator Nonini** asked if Director Luna could translate those percentages into dollar figures. **Director Luna** replied that she could, but did not have the information at hand and would email them.

Senator Nonini asked Director Luna to describe the situation surrounding Mr. Gwartney's laptop computer. Director Luna deferred to **Mr. Clark** who stated that the laptop was erased. When a person leaves the DOA, standard procedure requires that their laptop be returned to the rental company for cleaning. However, the DOA was able to reconstruct all emails; seven documents were recovered from his assistant's computer; and his calendar was recovered except for a brief period of time. The calendar became significant because accusations were made by Syringa that CenturyLink had met with the Director in an attempt to manipulate him about the contract allocation. But a log kept at the front desk of the DOA shows everyone in and out. No significant evidence was lost.

Chairman Goedde asked Mr. Clark to describe the USAC investigation. **Mr. Clark** replied that USAC received a copy of the Idaho Supreme Court decision. As the administrator of the e-rate funds, USAC's obligation is to protect those funds. If any question arises as to whether those funds are legally dispensed, USAC stops the payment, and they conduct a review to determine whether the procurement process complied with Idaho statutes. That review is independent of the courts.

Chairman Goedde advised the Committee that he is a member of Idaho Education Network Program Advisory Council (IPRAC) which oversees the IEN. The minutes of October 2013 stated that e-rate funds were being collected. The December 2013 minutes contained no mention of a problem with e-rate funds. **Chairman Goedde** asked Director Luna to explain why the withholding of e-rate funds was not mentioned at those meetings.

Director Luna replied that she had not recently reviewed the minutes of the October IPRAC meeting, but did offer a timeline. The DOA had received notification from ENA on July 31, 2013 that they not received their e-rate funds since the end of March. At that time, the DOA had no communications with USAC to indicate funds were being withheld. The DOA made inquiry to USAC. The Division of Purchasing then received an email from USAC referencing the Idaho Supreme Court decision. The email was lengthy and contained one question at the end asking if the contracts were valid in the Division's opinion. Mr. Clark wrote back stating that the contracts were valid and explaining why, and the DOA assumed that this inquiry was a Program Integrity Assurance (PIA) request which requests are received routinely throughout the year. The first question was answered in September 2013; in mid-October the DOA received a second set of questions from USAC regarding the contract award and performance. They also requested copies of the original Request for Proposal (RFP), all of the proposals received from CenturyLink, ENA and Verizon, and any and all communications between the DOA and the parties dating back to the inception of the IEN. Two cases of documents were sent to USAC, and their review should have been completed by December 23, 2013 and the funds released. Their lack of response was not a cause for concern because they had requested this same information when the contracts initially were awarded, and the contracts had passed muster at that time. The DOA also felt the delay might be in response to the Christmas holidays, and they expected to hear by the first of the year. **Director Luna** acknowledged that the IPRAC was not happy with the DOA communication to them, and stated that processes have been put in place to ensure that communication delays to IPRAC do not happen again.

Chairman Goedde stated that the DOA had renewed the IEN contract a year early and that IPRAC had not been informed of that decision until after the fact. **Chairman Goedde** asked Director Luna to explain to the Committee why the renewal took place early.

Director Luna acknowledged that the DOA had been questioned about the early renewal and why legislative approval had not been obtained. **Director Luna** said that the Division of Purchasing renews and awards hundreds of contract every year. The IEN team worked on the renewal for over a year, and renewal was precipitated by the fact that the IEN team had completed phase 1 installation a year early. The project was successful from the outset, particularly in rural communities. The IEN team worked with the technical team of IPRAC, and those conversations are reflected in the meeting minutes of the Information Technology Advisory Council (ITAC). The vendors then worked with the subcontractors on pricing and enhanced infrastructure. They worked with the Division of Purchasing and the Attorney General's office, both whom approved early renewal. When the contracts were renewed, the district court had dismissed all of Syringa's claims on summary judgement, and e-rate funds had been received for over three years without interruption. Renewal was discussed in broad terms at IPRAC. **Director**

Luna acknowledged that the DOA was not clear enough with IPRAC about their intention, nor did they obtain a formal motion or approval from IPRAC to renew the contract. **Director Luna** then introduced Brady Kraft, Director of Technology, IEN.

Brady Kraft, Director of Technology, IEN stated that as a result of the contract renewal, and based on the savings incurred from contract renewal to date, the IEN cost is \$175,000 per month lower than it would have been if the contract were not renewed. **Mr. Kraft** reviewed a bubble chart, which is attached. The vertical axis represents the cost per megabit and the horizontal axis is the number of students served. The size of the bubble represents the percentage of overall cost at a given point in time. The color represents the provider. As Ethernet replaced time division multiplex technology (TDM) significant cost saving were realized. Over time, CenturyLink also lowered the port fees which resulted in a 5 percent savings, or \$87,000 per month. Even though the contract was set and prices were set, strategies could be employed to lower costs and allow more sites to go online. At that point, phase 1 was complete with 194 schools.

Mr. Kraft's team next investigated what would make the IEN more scalable and sustainable to support the schools. They requested more Ethernet throughout the state and developed a comprehensive plan to reduce costs overall. At the time of contract renewal, the State's costs per month were \$714,000. Had the Ethernet changes not been implemented, costs would have risen to \$850,000 per month. As a result of contract renewal, the State's costs are \$650,000 per month. The reduction in cost resulted from a second reduction in port fee costs statewide, increased deployment of Ethernet in CenturyLink territories, and CenturyLink added 21 additional sites onto Ethernet. Syringa upgraded its sites to pure Ethernet. Frontier's TDM sites were upgraded to fiberoptics. Fiberoptics now cover approximately 87 percent of the state. Each of these strategies resulted in significant savings to the State.

Chairman Goedde asked Mr. Kraft which reductions were specifically a result of the early contract renewal. **Mr. Kraft** replied that a direct result was the revised contract with Syringa. **Chairman Goedde** asked if the contract could have been revised without renewal of the contract. **Mr. Kraft** replied that CenturyLink had been working for over two years with both Frontier and Syringa in an attempt to obtain a buy-sell agreement for the State to buy Ethernet. With only 1.5 years remaining on the current contract, early renewal provided CenturyLink enough leverage to negotiate with Frontier and Syringa. In addition, the long term business commitment allowed CenturyLink to commit to installing fiber to 21 additional locations. CenturyLink and Syringa invested millions of dollars in infrastructure. As a result of these efforts, costs to IEN were significantly reduced.

Senator Patrick asked whether the State or ENA were liable on the e-rate portion of the contract. **Director Luna** replied that the funding mechanism places the State on a service provider invoice (SPI) basis. That means that the State only appropriates 25 percent for the IEN project. ENA bills USAC for the other 75 percent. The agreement to obtain the USAC payment is between the State and USAC. It is the State that contracted for the services; it is the State that applied to USAC for e-rate funds; and it is the State who advised USAC which vendors to pay. The liability lies with the State.

Senator Fulcher asked what could be the worst case outcome. **Director Luna** replied that the worst case would be that USAC would find against the State, and the FCC would deny the State's appeal and waiver. If they were to then require repayment, the amount would be \$13.3 million. **Senator Fulcher** asked for an assessment of the future in the event USAC found against the State. **Director Luna** replied that the \$13.3 million is the amount that e-rate has paid to the State. If USAC ruled against the State and the contracts are found invalid, then the State would need to rebid the contract and reapply for funds through USAC.

Senator Fulcher stated his understanding that other agencies such as Health and Welfare are using IEN, and questioned whether or not their participation was voluntary. **Director Luna** replied that the IEN is a statewide contract, and all agencies are required to use statewide contracts. The IEN contract contains two components— one is the IEN and the other is the statewide area network. Agencies are required to use this contract for their broadband services. Many agencies also use the IEN for outreach in their communities. The agencies are not e-rate subsidized, but they do run off of the statewide contract.

Senator Fulcher asked if the agencies were saving money as a result of the statewide contract with IEN. **Director Luna** made a distinction between the IEN statewide contract and the IEN as used by schools. The statewide contract not only covers the State's ability to purchase bandwidth for schools but also for agencies. Agencies are not voluntarily participating in the statewide area network. They are buying off of the statewide contract which is required for all procurement purposes, whether a service or a product. Higher education institutions continue to use the statewide contract because that is what gives the State the purchasing power to leverage costs.

Senator Fulcher asked if the contract would be rebid if Syringa wins their lawsuit. **Director Luna** replied that the answer would lie in the ruling, and deferred to Mr. Clark. **Mr. Clark** said that if the court were to rule that the contracts are invalid, then the State would not have a contract to provide services to the IEN, and the IEN would go dark. The State would then need to replace that service in order to provide connectivity to schools, libraries and state agencies. The rebidding process would begin. **Chairman Goedde** asked about the time frame for the rebidding process. **Mr. Clark** replied that it would take 18 months to rebid the contract and to get e-rate funding initiated. A concern would be whether USAC would honor Idaho's request for e-rate funding if the original contract were declared invalid. USAC has the ability to debar the State from any further e-rate funding. **Chairman Goedde** clarified that the system could be running in less than 18 months but that e-rate funding may require the additional time.

Note: Subsequent to her testimony before the Committee, Director Luna submitted additional written answers which are attached.

ADJOURNED: Having no further business before the Committee, **Chairman Goedde** adjourned the meeting at 4:50 p.m.

Senator Goedde
Chair

Elaine Leedy
Secretary