

I began with that simple proposition. Mr. Speaker, because we are getting bogged down in a debate that is becoming increasingly virulent, malicious, and frankly, political.

We are not debating the educational interests of our children, we are cowtowing to the selfish objectives of vocal interest groups.

But Mr. Speaker if politics is to stop at the schoolhouse door, then we ought to consider the needs of our students, the future taxpayers of America.

Mr. Speaker: Only 27% of classrooms currently have an internet connection—in lower income areas, only 13%.

With this level of connectivity how can we expect our nation to meet our current and future labor force needs:

The Commerce Department reports that 200,000 to 400,000 jobs requiring computer software skills are currently going unfilled because of a worker shortage.

The Bureau of Labor Statistics recently predicted a 70% growth in computer and technology-related jobs by 2005.

From 1996 to 2005, more than 1.3 million new computer scientists, engineers, and systems analysts will be needed in the U.S. to fill vacant jobs. On average, this amounts to a need of more than 136,000 workers every year.

Just recently the Education & Workforce committee heard compelling testimony about this very subject. There is tremendous concern in communities across America that our schools may not have the tools needed to prepare students to work in an information intensive economy.

Still, the economy grows by leaps and bounds in large part because of the role of information technology on productivity.

In Tennessee, information technology has had a dramatic impact in the workplace: from transportation to medical services, information technology has created exciting new jobs opportunities for citizens across the state.

Over 400,000 Tennesseans are employed in high-tech industries.

The average wage for a high-tech worker in my state is estimated to be over \$36,000 per year.

High tech exports from the state total over 2.1 billion dollars per year.

The growing importance of information technology to Tennessee and to the nation means that our students need the tools to compete and win in the 21st century.

In school districts around the state educators are working hard to provide students with the educational resources that they need.

The passage of the 1996 Telecommunications Act and the establishing of the Schools and Libraries Corporation provided a means from the Memphis city schools district to accelerate the implementation of the district wide Networking Solution.

When Networking Solutions was presented to the Memphis Board of Education the presentation culminated several years of research and planning to develop a network solution that would allow the District Technology Plan, Realizing Vision 2000 Through Technology to become a reality.

The plan would create a fast, reliable, and manageable environment that provides for an integrated solution for voice, data, and video. The scope of the Networking Solution project includes several major components: school workstation cabling and writing, school infra-

structure, the district wide fiber networking service fees, the Administration Building server, and the Teaching and Learning Academy server.

Developed in concert with IBM, the district has implemented a network pilot project that gives the Memphis students and teachers a wide range of opportunities, such as: providing students with access virtual instructional libraries; the ability to transit and receive live, 2-way TV quality video, audio for Distance Learning, Video Conferencing, Video Broadcast, E-mail and Intranet Capability.

Memphis City Schools staff have worked closely with the Council of Great City Schools, the State Department of Education, and IBM to complete applications for the e-rate discounts in order to implement the Networking Solution district wide.

The first application was filed by the state on behalf of Memphis City Schools and other Tennessee districts as part of a statewide consortium.

Now under the e-rate plan, the average discount percentage for Memphis is 80%. 80% Mr. Speaker!! That figure alone indicates the degree of need that prevails in my district. That need is not only characterized by a technology deficit, but by a basic infrastructure deficit that borders on the criminal.

Just before the Memorial Day recess, two dozen public schools in my district were forced onto a half day schedule. Why? Because 24 schools in my district Mr. Speaker are without air conditioning!

Mr. Speaker we in Congress would never dream of conducting our business in anything other than first class comfort. We wouldn't dream of giving our staffs less than the most cutting edge technology to conduct "the people's business".

Yet we ask American children to learn in thrive in sweltering, crumbling school buildings. We pay no end of lip service to our commitment to the education of our children but we can't find one dime in a trillion dollar federal budget for school construction and infrastructure improvements!!

And now, to add insult to injury, we are having a serious conversation in the United States Congress—in the people's house—about depriving our children of yet another educational opportunity.

How long Mr. Speaker, before we act like adults in this body and behave in responsible fashion toward our children.

Mr. Speaker, I am the youngest member of Congress and perhaps a bit impatient. But I sincerely hope I don't have to spend my time in this body convincing my colleagues on both sides of the aisle to act like adults.

If we allow the positive benefits of the e-rate, schools and libraries corporation to be nullified because of malicious, malevolent, mean-spirited, selfish politics, then shame on the phone companies, shame on this house, and pity the American people.

Our performance on the Transportation bill before the recess bears witness to our enthusiasm for public works and believe me Mr. Speaker I have nothing against good roads.

However, while we are happy to pave over every available acre in order to improve our transportation system we remain unwilling to invest in our public schools—from the internet to air conditioners.

This Congress cares more about pavement than it does about people. The fact that we

are forced to come to the floor on a Friday afternoon, when we should be at home at public school graduations, is clear evidence of that.

Mr. Speaker, it is high time we get our priorities in line or we will continue to see declining test scores and inadequate academic achievement.

Providing our students access to the tools of the 21st century should not be the subject of controversy—it should be the subject of enthusiastic engagement. So I encourage all my colleagues—ask yourselves this simple question: What is best for the children of your district. Will the e-rate get us there—in your hearts you know that this is true, now let's have the courage to act on that belief.

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE NAVAJO TRIBE OF INDIANS

The SPEAKER pro tempore. Under the Speaker's announced policy of January 7, 1997, the gentleman from New Mexico (Mr. REDMOND) is recognized for 60 minutes as the designee of the majority leader.

Mr. REDMOND. Mr. Speaker, 1998 is the 130th anniversary of the treaty between the United States of America and the Navajo Nation. In tribute to the Navajo people and the great Nation of the United States, I am going to be presenting the treaty today in its entirety.

The treaty reads as follows:

Treaty between the United States of America and the Navajo tribe of Indians, concluded June 1, 1868; ratification advised July 25, 1868; proclaimed to the people of the United States and the people of the Navajo Nation, August 12, 1865.

Andrew Jackson, President of the United States of America, to all and singular to whom these presents shall come, greeting:

Whereas a treaty was made in and concluded at Fort Sumner in the territory of New Mexico on the first day of June in the year of our Lord 1868 by and between Lieutenant General W. T. Sherman and Samuel F. Tappan, commissioners, on the part of the United States and Barboncito, Armijo and other chiefs and headmen of the Navajo tribe of Indians, on the part of said Indians, and duly authorized thereto by them, which treaty is in the words and figures as following to wit:

Article I. From this day forward all war between the parties of this agreement shall cease forever. The Government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they now pledge their honor to keep it.

If bad men among the whites, or among other people subject to the authority of the United States shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United States and also to reimburse the injured persons for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black or Indian, subject to the authority of the United States and at peace therewith, the Navajo Tribe agree that they will, upon proof made to their agent and on notice by him, deliver up the wrongdoer to the United States, to be tried and punished according to its laws; and

in case they willfully refuse to do so, the person injured shall be reimbursed for his loss from the annuities or other monies due or to become due them under this treaty or any others that may be made with the United States. And the President may prescribe such rules and regulations for ascertaining damages under this article as in his judgment may be proper; but no such damage shall be adjusted and paid until examined and passed upon by the Commissioner of Indian Affairs, and no one sustaining loss while violating, or because of his violating, the provisions of this treaty or the laws of the United States, shall be reimbursed therefor.

Article II. The United States agrees that the following district of country to wit: bounded on the north by the 37th degree of north latitude, south by an east and west line passing through the site of old Fort Defiance in Canyon Bonito, east by the parallel of longitude which, if prolonged south, would pass through old Fort Lyon, or the Ojo-de-oso, Bear Spring, and west by a parallel of longitude of about 109 degrees 300 minutes west of Greenwich, provided it embraces the outlet of Canon-de-chilly, which canyon is to be all included in this reservation, shall be, and the same hereby, set apart for the use and occupation of the Navajo Tribe of Indians, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit among them, and the United States agrees that no persons except those herein so authorized to do, and except such officers, soldiers, agents and employees of the Government, or the Indians, as may be authorized to enter upon Indian reservations in discharge of duties imposed by law, or the order of the President, shall ever be permitted to pass over, settle upon, or reside in, the territory described in this article.

Article III. The United States agrees to cause to be built at some point within said reservation where timber and water may be convenient the following buildings: a warehouse, not to cost exceeding \$2500, agency buildings for the residents of the agent, not to cost exceeding \$3000, and a carpenter shop and blacksmith shop, not to cost exceeding \$1000 each, and a schoolhouse and a chapel, so soon as a sufficient number of children can be induced to attend school, which shall not cost to exceed \$5,000.

Article IV. The United States agrees that the agent for the Navajo shall make his home in the agency building that he shall reside among them and shall keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by or against the Indians as may be presented for investigation, as also for the faithful discharge of other duties enjoined by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision shall be binding upon the parties of this treaty.

Article V. If an individual belonging to or legally incorporated with it, being the head of a family, shall desire to commence farming, he shall be given the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding 160 acres in extent, which tract, when so selected, certified and recorded in the land-book as herein described, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family so long as they may continue to cultivate it.

Any person over 18 years of age not being the head of a family may in like manner select, and cause to be certified to him or her

for purposes of cultivation, a quantity of land not exceeding 80 acres in extent, and thereupon be entitled to the exclusive possession of the same as above described.

For each tract of land so selected, a certificate containing the description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the Navajo land-book.

The President may at any time order a survey of the reservation and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the character of title held by each.

The United States may pass such laws on the subject of alienation and descent of property between the Indians and their descendants as may be thought proper.

Article VI. In order to ensure the civilization of the Indians entering into this treaty, the necessity of education is admitted, especially if such of them as may be settled on said agricultural parts of this reservation, and they therefore pledge themselves to compel their children, male and female, between the ages of 6 and 16 years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every 30 children between said ages who can be induced or compelled to attend school, a house shall be provided and a teacher competent to teach the elementary branches of an English education shall be furnished who will reside among the said Indians and faithfully discharge his or her duties as a teacher, the provisions of this article to continue for not less than 10 years.

Article VII. When the head of a family shall have selected lands and received his certificate as above directed, the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, not exceeding in value \$100, and for each succeeding year he shall continue to farm for a period of 2 years, he shall be entitled to receive seeds and implements to the value of \$25.

Article VIII. In lieu of all sums of money or annuities or other annuities provided to be paid to the Indians herein named under any treaty or treaties heretofore made, the United States agrees to deliver at the agency house on the reservation herein named, on the first day of September of each year for ten years the following articles to wit:

Such articles of clothing, goods, or raw materials in lieu thereof, as the agent may make his estimate for, not exceeding in value \$5 per Indian, each Indian being encouraged to manufacture their own clothing, blankets, et cetera; to be furnished with no article which they can manufacture themselves. And, in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent each year to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based. And in addition to the articles herein named, the sum of \$10 for each person entitled to the beneficial effects of this treaty shall be annually appropriated for a period of 10 years, for each person who engages in farming or mechanical pursuits, to be used by the Commissioner of Indian Affairs in the purchase of such articles as from time to time the conditions and necessities of the Indians may indicate to be proper; and if within the 10 years at any time it shall ap-

pear that the amount of money needed for clothing, under the article, can be appropriated to better uses for the Indians named herein, the Commissioner of Indian Affairs may change the appropriation to other purposes, but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named, provided they remain at peace. And the President shall annually detail an officer of the Army to be present and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery.

Article IX. In consideration of the advantages and benefits conferred by this treaty, and the many pledges of friendship by the United States, the tribes who are parties to this agreement hereby stipulate that they will relinquish all rights to occupy any territory outside their reservation, as herein defined, but retain the rights to hunt on any unoccupied lands contiguous to their reservation, so long as the said Indians, further expressly agree:

1st. That they will make no opposition to the construction of any railroad now being built or hereafter to be built across the continent.

2nd. That they will not interfere with the peaceful construction of any railroad not passing over their reservation as herein defined.

3rd. That they will not attack any persons at home or traveling, nor molest or disturb any wagon-trains, coaches, mules, or cattle belonging to the people of the United States, or to persons friendly therewith.

4th. That they will never capture or carry off from the settlements women or children.

5th. They will never kill or scalp white men, nor attempt to do them harm.

6th. They will not in future oppose the construction of railroads, wagonroads, mail stations, or other works of utility or necessity which may be ordered or permitted by the laws of the United States; but should such roads or other works be constructed on the lands of their reservation, the Government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of said commissioners to be a chief or head-man of the tribe.

7th. They will make no opposition to the military posts or roads now established, or that may be established, not in violation of treaties heretofore made or hereafter to be made with any of the Indian tribes.

Article X. No future treaty for the cession of any portion or part of the reservation herein described, which may be held in common, shall be of any validity or force against said Indians unless agreed to and executed by at least three-fourths of all adult male Indians occupying or interested in the same; and no cession by the tribe shall be understood or construed in such a manner as to deprive, without his consent, any individual member of the tribe of his rights to any tract of land selected by him as provided in article (5) of this treaty.

Article XI. The Navajos also hereby agree that at any time after the signing of these presents they will proceed in such manner as may be required of them by the agent, or by the officer charged with their removal, to the reservation herein provided for, the United States paying for their subsistence en route, and providing a reasonable amount of transportation for the sick and feeble.

Article XII. It is further agreed by and between the parties to this agreement that the sum of \$150,000 appropriated or to be appropriated shall be disbursed as follows, subject to any condition provided in the law to wit:

1st. The actual cost of the removal of the tribe from the Bosque Redondo reservation to the reservation say \$50,000.

2nd. The purchase of 15,000 sheep and goats at a cost not to exceed \$30,000.

3rd. The purchase of 500 beef cattle and 1 million pounds of corn, to be collected and held at the military post nearest the reservation, subject to the order of the agent, for the relief of the needy during the coming winter.

4th. The balance, if any, of the appropriation to be invested for the maintenance of the Indian spending their removal, in such manner as the agent who is with them may determine.

5th. The removal of this tribe to be made under the supreme control and the direction of the military commander of the Territory of New Mexico, and when completed, the management of the Tribe to revert to the proper agent.

Article XIII. The tribe herein named, by their representatives, parties to this treaty, agree to make the reservation herein described their permanent home, and they will not as a tribe make any permanent settlement elsewhere, reserving the rights to hunt on the lands adjoining the said reservation formerly called theirs, subject to the modifications named in this treaty and the orders of the commander of the department in which said reservation may be for the time being; and it is further agreed and understood by the parties to this treaty, that if any Navajo Indian or Indians shall leave the reservation herein described to settle elsewhere, he or they forfeit all the rights, privileges, and annuities conferred by the terms of this treaty; and it is further agreed by the parties to this treaty, that they will do all they can to induce Indians now away from reservations set apart for the exclusive use and occupation of the Indians, leading a nomadic life, or engaged in war against the people of the United States, to abandon such a life and settle permanently in one of the territorial reservations set apart for the exclusive use and the occupation of the Indians.

In testimony of all which said parties have hereunto, on this the 1st day of June, 1868, at Fort Sumner, in the Territory of New Mexico, set their hands and seals.

Delgado, Inoetenito, Juan, Francisco, Guero, Herrero, Torivio, Narbano, Gugadore, Juan Martin, Desdendado, Cabason, Grande and Cabares Colorados.

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Mr. Speaker, I thank you for allowing me the time to read this historic treaty on its anniversary 130 years later. It is my concern that the government of the United States keep the intent of this treaty as it was originally signed by the Navajos to provide for those elements of education and for the preservation of their territorial lands.

LEAVE OF ABSENCE

By unanimous consent, leave of absence was granted to:

Ms. EDDIE BERNICE JOHNSON of Texas (at the request of Mr. GEPHARDT) for today on account of official business.

Mr. TANNER (at the request of Mr. GEPHARDT) for today after 11:15 a.m. on account of personal business.

SPECIAL ORDERS GRANTED

By unanimous consent, permission to address the House, following the legis-

lative program and any special orders heretofore entered, was granted to:

(The following Members (at the request of Mr. ENGEL) to revise and extend their remarks and include extraneous material:)

Mr. CONYERS, for 5 minutes, today.

Mr. BERRY, for 5 minutes, today.

Mr. ENGEL, for 5 minutes, today.

Mr. ABERCROMBIE, for 5 minutes, today.

Mr. BLUMENAUER, for 5 minutes, today.

Mr. PALLONE, for 5 minutes, today.

Ms. JACKSON-LEE of Texas, for 5 minutes, today.

Mr. FORD, for 5 minutes, today.

(The following Members (at the request of Mr. MICA) to revise and extend their remarks and include extraneous material:)

Mr. CHAMBLISS, for 5 minutes, today.

Mr. JONES, for 5 minutes, on June 9.

Mr. MICA, for 5 minutes, today.

Mr. HORN, for 5 minutes, today.

Mrs. LINDA SMITH of Washington, for 5 minutes, today.

Mrs. KELLY, for 5 minutes, today.

EXTENSION OF REMARKS

By unanimous consent, permission to revise and extend remarks was granted to:

(The following Members (at the request of Mr. ENGEL) and to include extraneous matter:)

Mr. SERRANO.

Mr. PASCRELL.

Mr. MCGOVERN.

Mr. ORTIZ.

Mr. CLEMENT.

Mr. SHERMAN.

Mr. MENENDEZ.

Mr. LANTOS.

Mr. NEAL of Massachusetts.

Mr. PAYNE.

Mr. HALL of Ohio.

Mr. BONIOR.

Mr. VISCLOSKY.

Mr. LEWIS of Georgia.

Mr. REYES.

Mr. OBEY.

(The following Members (at the request of Mr. MICA) and to include extraneous matter:)

Mr. DICKEY.

Mr. GILMAN.

Mr. SMITH of Michigan.

Mr. FORBES.

Mrs. ROUKEMA.

Mr. HYDE.

Mr. THOMAS.

Mr. PORTMAN.

Mr. BOEHNER.

Mr. HOBSON.

Mrs. NORTHUP.

Mr. DELAY.

Mr. ROHRBACHER.

(The following Members (at the request of Mr. REDMOND) and to include extraneous matter:)

Mr. ISTOOK.

Mr. BOYD.

Mr. ENGEL.

Mr. FORD.

BILL PRESENTED TO THE PRESIDENT

Mr. THOMAS, from the Committee on House Oversight, reported that that

committee did on this day present to the President, for his approval, a bill of the House of the following title:

H.R. 824. An act to redesignate the Federal building located at 717 Madison Place, N.W., in the District of Columbia, as the "Howard T. Markey National Courts Building."

ADJOURNMENT

Mr. REDMOND. Mr. Speaker, I move that the House do now adjourn.

The motion was agreed to; accordingly (at 4 o'clock and 26 minutes p.m.), under its previous order, the House adjourned until Tuesday, June 9, 1998, at 12:30 p.m. for morning hour debates.

EXECUTIVE COMMUNICATIONS, ETC.

Under clause 2 of rule XXIV, executive communications were taken from the Speaker's table and referred as follows:

9451. A letter from the Director, Office of Regulatory Management and Information, Environmental Protection Agency, transmitting the Agency's final rule—Azoxystrobin; Pesticide Tolerances for Emergency Exemptions [OPP-300664; FRL-5793-6] (RIN: 2070-AB78) received June 2, 1998, pursuant to 5 U.S.C. 801(a)(1)(A); to the Committee on Agriculture.

9452. A letter from the Director, Office of Regulatory Management and Information, Environmental Protection Agency, transmitting the Agency's final rule—Clopyralid; Extension of Tolerance for Emergency Exemptions [OPP-300657; FRL-5789-8] (RIN: 2070-AB78) received June 2, 1998, pursuant to 5 U.S.C. 801(a)(1)(A); to the Committee on Agriculture.

9453. A letter from the Director, Office of Regulatory Management and Information, Environmental Protection Agency, transmitting the Agency's final rule—Fenbuconazole; Pesticide Tolerances for Emergency Exemptions [OPP-300662; FRL 5791-5] (RIN: 2070-AB78) received June 2, 1998, pursuant to 5 U.S.C. 801(a)(1)(A); to the Committee on Agriculture.

9454. A letter from the Director, Office of Regulatory Management and Information, Environmental Protection Agency, transmitting the Agency's final rule—Polyvinyl Chloride; Tolerance Exemption [OPP-300656; FRL-5789-7] (RIN: 2070-AB78) received June 2, 1998, pursuant to 5 U.S.C. 801(a)(1)(A); to the Committee on Agriculture.

9455. A letter from the Secretary of Agriculture, transmitting a draft of proposed legislation to authorize the Secretary of Agriculture to impose fees for certain programs of the Department of Agriculture, and for other purposes; to the Committee on Agriculture.

9456. A letter from the the Acting Comptroller General, the General Accounting Office, transmitting a review of the President's second special impoundment message for fiscal year 1998, pursuant to 2 U.S.C. 685; (H. Doc. No. 105-265); to the Committee on Appropriations and ordered to be printed.

9457. A letter from the Administrator, Panama Canal Commission, transmitting a report entitled, "FINANCIAL AUDIT: Panama Canal Commission's financial statements for fiscal year 1997," pursuant to 31 U.S.C. 9106(a); to the Committee on National Security.

9458. A letter from the Under Secretary for Acquisition and Technology, Department of