

cc Stan Litov
Susan Tramm
Jack Jackson
Mike Cohen

I'd be interested in your
reactions to the list
from John Pepper.

Bob Wolff

KEY FACTORS FOR EDUCATIONAL SUCCESS

1. Provide Strong Early Childhood Development so youngsters are ready to learn when they come to school.
2. Ensure Broad Parent Involvement in child's development and education.
3. World Class Standards and Measures and Accountability for Student Learning and Achievement. Establish what students need to know to succeed in today's economy and society; identify measures to record where students/school are; publish these results. Hold schools accountable for them.
4. Attract and Develop Strongest Teachers and Principals
 - a. Creative, superior recruiting to get best graduates.
 - b. Excellent work and development plans for every individual in system.
 - c. World Class Teachers/Principal training.
 - d. Empowering work environment in every building (in control and accountable).
 - e. New paradigms for teacher-principal-superintendent-Board relationships.
 - f. Ensure outstanding Principal in every building.
5. Tailored and appropriate teaching methods and curriculum owned by teachers; right for individuals. School-within-a-school. Good process for sharing what works best. Accelerated learning for students behind grade. Make full use of technology.
6. Provide Environment and Support Essential for Students to Succeed.
 - a. Provide Positives
 1. Parent involvement - support. At home. At school.
 2. Mentors for those who need them.
 3. Scholarships for those who need them.
 4. Positive work experience (contract with business).
 5. Being "ready to learn". Early success key to confidence. Everyone reading well as they enter 4th grade.
 - b. Eliminate Negatives
 1. Drugs.
 2. Lack of Discipline.
7. General Strong Public Support
 - a. To pass levies.
 - b. To hold schools accountable.
 - c. To provide strong School Board Members.
 - d. To provide volunteers.
8. State Responsibility - Reliable, adequate funding. Kids should not be entirely at mercy of local voters for access to quality education.

**Education Commission
of the States**

707 17th Street, Suite 2700
Denver, Colorado 80202-3427
303-299-3600
FAX 303-296-8332

**ECS OFFICERS
1995-96**

Chairman
Hon. Tommy G. Thompson
Governor
Wisconsin

Chairman Elect
Hon. Zell Miller
Governor
Georgia

Vice Chairman
Hon. Ronald R. Cowell
State Representative
Pennsylvania

Treasurer
Lisa B. Graham
Superintendent of Public
Instruction
Arizona

President
Frank Newman

November 29, 1995

Robert L. Wehling
Vice President, Public Affairs
Procter & Gamble Company
One Procter & Gamble Plaza, 8-CGO
Cincinnati, OH 45202

Dear Bob:

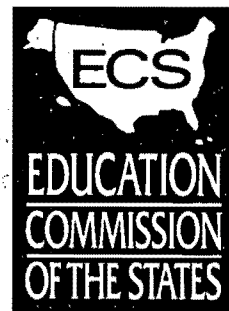
I read with interest, your note to Stan Litow. As you can imagine, we find ourselves in strong agreement with your suggestions. In fact, we have put forward to Secretary Riley and his staff an even stronger idea of the same concept.

One of the things that we take for granted as a federal role is the creation of first-rate information about the economy. We get all sorts of information that helps us plan both at the national and the state level, as well as on a business level. We get unemployment data in several ways: new unemployment claims, money-supply freeways, gross domestic product, and so on. Not only that, but we get this information in an accurate and timely way. We know the unemployment data one month later. No one objects to the fact that Ohio information is supplied by the federal government.

Suppose one were to apply the same concept to education. We currently get some information out of the goals panel, the National Assessment of Education Progress and the National Center for Education Statistics. Taken together, this information is sparse, not analyzed well and very late. Almost all of the information we get is at least two to three years old. Suppose instead, the Department of Education combined all the disparate activities into something roughly resembling the Bureau of Labor statistics and began giving us really first-rate information — the kind of information you alluded to in your letter. Wouldn't it move us considerably forward?

Frank
This is an outstanding idea.
We'll be very supportive.
R.L.

cc
Gov Voinovich
John Pappas
Stan Litow
Mike Colan



Robert L. Wehling
November 29, 1995
Page Two

It seems to me we have to get past the idea that still has a hold on many educators. Namely, that if we get more and better information, it will simply be misused by policymakers or misquoted by business leaders. We have to get serious about what we are really doing.

Sincerely,

A handwritten signature in cursive script that reads "Frank".

Frank Newman
President

FN/tk

Wehling.tr

National Education Goals Panel
1255 22nd Street, NW, Suite 502
Washington, DC 20037

Fax Cover Sheet

DATE: April 4, 1996

TIME: 9:56 AM

TO: Mike Cohen
Office of the Secretary

PHONE: 202-401-3000
FAX: 202-401-3049

FROM: Ken Nelson
Executive Director

PHONE: 202-632-0952
FAX: 202-632-0957

RE: Please see attached

Number of pages including cover sheet: 2



NATIONAL EDUCATION GOALS PANEL

TO: Carol Rasco, Assistant to the President for Domestic Policy
FROM: Ken Nelson, ^{2/1}Executive Director, National Education Goals Panel
RE: FY96 Appropriations for the Goals Panel
DATE: April 2, 1996

I understand that HR 3019 is being finalized in the Senate/House Conference Committee. It has \$1 million designated for the Goals Panel. We are hopeful that the White House might be instrumental in securing an additional \$500,000 for the Panel for FY96.

\$1 million is a 57% reduction from the Panel's FY95 budget of \$2,342,000. Even though we have made very severe cuts we still can't make it under \$1 million unless we don't print our report this year or secure additional money. I realize that you have many bigger issues and amounts to deal with, but I would be neglectful of my duties if I didn't bring this to your attention one last time. You have always been helpful.

I want to thank the President for mentioning the Goals Panel in his Summit speech. We believe that the Panel is effectively fulfilling the mission given to it by the Charlottesville Summit. It's nice to know that the President believes it too.

Thank you for your consideration.

cc: Mike Cohen, Office of the Secretary, Department of Education
Patty Sullivan, National Governors' Association

NOTE TO MIKE SMITH

The attached note from Ken Nelson, Executive Director of the Goals Panel, requests that the Education Department absorb about \$160,000 in NEGP expenses to help them absorb the significant budget cut the Panel will experience this year. They have already laid off approximately half the staff.

I believe we ought to help out if we can. I do not know what the consequences to ED would be, however, in light of our own S&E situation. Could you have someone look into the impact of agreeing to Ken's request, and we can discuss when I return at the end of the week.

I have told Ken we probably couldn't give him a definitive response until a final appropriations was signed and we knew exactly what our own situation is.

Mike Cohen



NATIONAL EDUCATION GOALS PANEL

To: Mike Cohen

From: Ken Nelson

Date: March 19, 1996

Re: Panel Budget for FY'96

The House (HR 3019) and Senate (S1594) have agreed to \$1 million for the Goals Panel for FY'96. If this amount becomes law it will be very difficult for us to deliver any printed report this fall. We need an additional \$160,000 to do that. As you perhaps recall, \$1 million is a 57% cut from FY'95. We have already abolished six positions, moved into smaller and less expensive office space and cut wherever we could.

The Department could help us in one of two ways: 1) The Department could underwrite our \$160,000 printing costs for the 1996 Core Report (\$80,000 for 60,000 copies) and the Executive Summary (\$80,000 for 400,000 copies). We have already decided to not print the National and State Data Volumes.

2) The Department could absorb the costs of two contracts. The Department presently takes \$79,608 from our account to pay our rent. (However, Leonard Moore, Office of Management, is taking steps to establish a separate bill from GSA to cover our rent. Should this take place GSA will simply have Treasury debit our account directly, and the Department would play no role.) Also, this year the Department plans to take \$78,450 from our account for our Interagency Agreement. (See attached.) If the Department would be willing to absorb these two items we would save \$158,058, enough to cover our 1996 report printing.

A CR at 75% would provide \$1,757,000 for the Panel which would be quite adequate.

Please let me know what you think.

P.4 C
SEE ATTACHED.

 U.S. DEPARTMENT OF EDUCATION TRANSFER OF FUNDS REIMBURSEMENT OR ADVANCE OF FUNDS <i>Agreement Between Federal Agencies</i>		1. AGREEMENT NUMBER	2. FISCAL YEAR 1996		
		3. ESTIMATED COST Total: \$78,450.00			
4. NAME & ADDRESS of Agency Requesting Service National Education Goals Panel 1255 22nd Street, N.W., Suite 502 Washington, DC 20037		5. NAME & ADDRESS of Agency Performing Service U.S. Department of Education Office of Management 600 Independence Avenue, S.W., Room 2245 Washington, D.C. 20202-4510			
4a. CONTACT PERSON and TELEPHONE NUMBER Charles J. Walter (202) 632-0952		5a. CONTACT PERSON and TELEPHONE NUMBER Daria Cotton (202) 401-0698			
6. SERVICES TO BE PERFORMED <i>(Give a brief explanation, and the basis for determining the cost of the services. Attach additional sheet and interagency agreements, if needed.)</i> To cover reimbursement costs for management support services. (See attached Memorandum of Understanding.)					
7. DURATION OF AGREEMENT October 1, 1995 through September 30, 1996		8. AUTHORITY Section 601 of the Economy Act of 1932, as amended; 30 U.S.C. 1535, as amended by P.L. 98-216; and Section 204(e) of the Goals 2000: Education America Act (20 USC 5801).			
METHOD OF TRANSFER: <i>(If reimbursement, indicate billing desired; if advance of funds, indicate type of transfer.)</i>					
9. ☒ Reimbursement ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Upon Completion of Work ☐ Advance of Funds: ☐ Expenditure Transfer (S.F. 1081) ☐ Transfer of Budget Authority (S.F. 1151)					
FINANCING: (Requesting Agency)		FINANCING: (Performing Agency)			
10. APPROPRIATION SYMBOL, CAN, ALC (and other accounting information) 9562650 E001781 ALC 91020001		14. APPROPRIATION SYMBOL, CAN, ALC (and other accounting information) 9160800 E008292 2530 ALC 91020001			
11. CERTIFICATION OF THE AVAILABILITY OF FUNDS FINANCE OFFICER, SIGNATURE AND DATE		15. OTHER APPROVALS: OGC: Jeffrey C. Morhardt BUDGET:			
APPROVALS FOR REQUESTING AGENCY		APPROVALS FOR PERFORMING AGENCY			
12a. PRINTED NAME and TITLE: Charles J. Walter Executive Officer		16a. PRINTED NAME and TITLE: Keith Berger, Executive Officer Office of Management			
12b. SIGNATURE and DATE		16b. SIGNATURE and DATE			
13. FUNDS OBLIGATED (SIGNATURE and DATE)		17. BUDGET OFFICER and DATE Thomas Skelly, Director Budget Systems Division, OUS			

**GENERAL AGREEMENT FOR MANAGEMENT SUPPORT SERVICES
BETWEEN THE U.S. DEPARTMENT OF EDUCATION AND
THE NATIONAL EDUCATION GOALS PANEL
FISCAL YEAR 1996**

I. GENERAL AGREEMENT

Pursuant to the authority of Section 601 of the Economy Act of 1932, as amended, 30 USC 1535, and Section 204(e) of the Goals 2000: Educate America Act (20 USC 5801 note)("the Act"), it is hereby understood and agreed that the U.S. Department of Education (ED) shall provide for the National Education Goals Panel (NEGP) management and administrative support services in those areas described below. It is understood that services provided shall be of the same quality as provided to ED units, and therefore, that priority, skill, and level of effort assigned to NEGP services shall be the same as provided to ED organizations. The NEGP agrees to maintain such files/accounts and to transmit to ED such information reports as may be necessary to ED to provide the requested services.

II. GENERAL PRINCIPLES APPLICABLE TO THIS AGREEMENT

It is agreed that the following principles will govern the administration of this agreement:

- The NEGP is an independent establishment in the Executive Branch, and not a component of ED. The NEGP therefore has the authority to set its own administrative and procurement policies and procedures subject to the provisions as provided under the Act, other applicable Federal law, or agreement with ED. The NEGP, however, agrees to comply with ED's contracting and procurement policies, procedures and requirements which are necessary to enable ED to process procurements made under the Act and this agreement. The NEGP will adhere to ED's contracting schedule and ED will keep NEGP informed of deadlines, any changes in its contracting schedules, and other Departmental procurement guidelines, whether or not they are applicable to the NEGP.
- It is understood that NEGP does not delegate any discretionary authority to ED to make decisions for the NEGP, except such discretionary authority as is vested with the Head of the Contracting Activity (HCA) under the Federal Acquisition Regulations (Title 48, Code of Federal Regulations), and written delegations of authority from ED officials, or as may be noted in this Agreement. Nonetheless, NEGP and ED agree that, in contract matters, the contracting officer shall be vested with sole responsibility for identifying and eliminating conflicts of interest, and that ED will represent NEGP in contract disputes and litigation. Disputes between the contracting officer concerning contract matters shall be resolved by the Chief Financial Officer or his successor in fuction, taking into account due consideration of the NEGP's views in procurement matters and issues. The Executive Director of the NEGP or his delegatee will represent the NEGP in contract litigation, protests and appeals.

AGREEMENT BETWEEN ED AND NEGP FOR FY 1996

— Page 2 of 6

- It is further understood that since the NEGP is responsible for complying with Federal laws and regulations, it does not delegate to ED authority to determine NEGP compliance with such laws and regulations except as may be noted in this Agreement.
- It is also understood that this agreement does not transfer to ED any title, right or privilege to NEGP property acquired by a contractor as a result of an agreement executed with the NEGP through the contract services provided by ED. All contractor-acquired property is to be returned to the NEGP directly and not to ED.
- Any limitations on hiring, travel or other expenditures of funds that ED may impose on its own units will not affect the NEGP unless such limitations are described in laws, regulations or policies to which the NEGP is subject.

The parties understand and agree that services provided by ED to NEGP shall be on a reimbursable basis, and that NEGP shall be responsible for charges incurred above the estimated cost per quarter of those services. ED shall return to NEGP such amounts that are paid to the Department but that exceed the costs incurred by ED as a result of this agreement.

NEGP agrees and understands that funds transferred from NEGP to ED for services rendered under this agreement shall occur on a quarterly basis during the period of performance of this agreement.

III. SERVICES TO BE PROVIDED**A. Personnel Support Services**

The NEGP currently has 5 active personnel/payroll records, and an allocation of 7 FTE. In addition, there are 18 Panelists (2 Federal Executive Branch employees appointed by the President, 8 Governors appointed by the National Governors' Association, 2 members of the U.S. Senate appointed by its Majority and Minority leaders, 2 members of the U.S. House of Representatives appointed by its Majority and Minority leaders, and 4 members of the National Council of State Legislatures appointed by its President). All of the Panelists serve without compensation and do not require payroll records. The annual cost associated with maintaining these personnel/payroll records through the PAY/PERS system is \$1,478; the quarterly cost is \$369.50.

In addition to payroll, ED agrees to provide the NEGP with the full range of personnel services as provided to ED organizations, including:

- position description classification,
- staffing and recruitment,
- maintenance of official personnel files,
- preparation of personnel and payroll reports as required (i.e., SF-113 reports),
- informing the NEGP of required action on FPM bulletins and other official personnel directives.

AGREEMENT BETWEEN ED AND NEGP FOR FY 1996

— Page 3 of 6

The Personnel Management Service of ED estimates that .10 FTE is devoted to providing such personnel services to the period covered by this agreement at the FY 1996 average personnel compensation and benefits of \$63,000 bringing the annualized personnel services cost to \$6,300; the quarterly cost is \$1,575.

B. Budget and Financial Support Services

The NEGP will receive a FY 1996 appropriation of \$1,000,000. During FY 1996, the NEGP anticipates approximately 75 purchase orders and 100 travel orders, and 150 claims for reimbursement issued against these accounts.

Budget services the ED will provide include:

- tracking appropriation legislation;
- preparing apportionment and reappropriation requests, draft cover letters and supplementary materials;
- operating plan review;
- allotment of funds;
- transfer of funds from one year to the next in multi-year accounts;
- preparation of warrant requests;
- review of Treasury reports;
- review of A-11 budget schedules;
- technical assistance; and,
- preparation of reports for current services and President's budgets.

The estimated cost associated with budget services is .15 FTE of a budget analyst personnel compensation and benefits of \$63,000 for an annualized cost of \$9,450. The annual cost is incurred in the first quarter and is not divided into quarterly amounts.

NEGP will be responsible for monthly reconciliation of financial reports, for contacting ED when reconciliation problems are identified, and will by law adhere to the provisions of the Anti-Deficiency Act, 31 U.S.C. 3512.

The ED shall provide the NEGP with the full range of financial services as provided to ED principal offices including:

- services of the National Finance Center (NFC);
- any custom programming needed to communicate with the ED Finance Division Primary Accounting System (PAS) processing;
- services of a designated travel agent;
- assistance in using the ED financial services system;
- posting of all OPAC billings;
- reconciliation of NEGP accounts with NFC statements regarding NEGP transactions, etc.;
- technical assistance relative to PAS error correction, document report

AGREEMENT BETWEEN ED AND NEGP FOR FY 1996

— Page 4 of 6

- reconciliation, etc.;
- preparation of financial reports (SF-133, SF-225, SF-2108, etc.); and,
- prior notification to, and authorization from NEGP's Executive Officer for any non-routine movement of funds.

The estimated annual cost for the above financial management activities is \$7,992; the quarterly cost is \$1,998. These dollar amounts are based on salaries and associated benefits of individuals who specifically service the NEGP and estimated per transaction costs for NFC and PAS.

C. Building Space Rental

NEGP will arrange to pay for their own rent to GSA. The ED will no longer provide the NEGP with quarterly processing and payment of space rental bill from GSA as it has in the past.

D. Telecommunications Support Services

ED shall provide the NEGP with the full range of telecommunications support services, including technical planning and assistance, which it provides to ED organizations. This includes direct payment of telecommunications charges which will be reimbursed to ED on a monthly basis. The estimated cost for these charges is \$15,468; the quarterly cost is \$3,867. Should the NEGP require telecommunications services specifically tailored to their needs, they will be handled under Section III J or directly by the NEGP.

E. Administrative Support Services

ED shall provide the NEGP with ED administrative communications as provided to ED organizations. In addition, ED will provide such services as audio-visual (printing and graphic work, loan or use of audio-visual equipment, etc.), local moving services including the disposal/acquisition of surplus property, and contracts. The annual cost associated with administrative support services is estimated at \$2,000; the quarterly cost is \$500.

F. Inter-Office Mail Services and Penalty Mail

ED shall provide the NEGP with the same level of mailing services, both internal and external, which it provides to ED principal offices. This will include twice daily pick-up and delivery of inter-office mail distribution, and processing of external mail. The estimated annual cost for these services is \$2,612; the quarterly cost is \$653.

G. Mail Fulfillment and Storage Services

ED shall provide the NEGP with the same level of publications storage and handling that it provides to ED principal offices. These services include storage of NEGP publications and delivery of publications to the NEGP offices, and mailing/shipping of NEGP publications as requested by NEGP. The estimated annual cost for these services is \$30,000; the quarterly cost is \$7,500.

AGREEMENT BETWEEN ED AND NEGP FOR FY 1996

— Page 5 of 6

H. Legal Services

ED's Office of the General Counsel will provide legal services, including formal and informal advice, and legal representation to the NEGP. These legal services include ethics training and review of financial disclosure reports for NEGP by the Ethics Counsel Staff. For purposes of implementing ethics laws and regulatory requirements. NEGP understands and agrees that ED's Designated Agency Ethics Officer ("DAEO") shall also be NEGP's DAEO. NEGP agrees that it will execute any necessary delegations to establish ED's DAEO as its own. ED estimates, and the NEGP agrees to pay on a quarterly basis, the costs associated with providing legal services to the NEGP. The estimated cost associated with providing NEGP legal services is .05 FTE of a General Attorney personnel compensation and benefits of \$63,000 for an annualize cost of \$3,150 and quarterly cost of \$787.50.

I. Training Services

ED agrees to provide opportunities for NEGP staff to participate in training courses provided by ED, such as those offered through the Training and Development Center. Should the NEGP require training courses specifically tailored to its unique needs, NEGP agrees that such training will be obtained under Section III J or directly by the NEGP.

J. Other Services

The NEGP and ED may negotiate separate agreements to provide other services not described herein on a reimbursable basis as may be determined to be acceptable to both parties. Such agreements shall be deemed an amendment to this agreement.

IV. **FINANCIAL AGREEMENT**

The NEGP agrees to reimburse the ED in four quarterly payments:

□	FY 1996, Quarter I	—	\$26,700
□	FY 1996, Quarter II	—	\$17,250
□	FY 1996, Quarter III	—	\$17,250
□	FY 1996, Quarter IV	—	\$17,250

The Accounting and Financial Management Service of ED will generate these payments against the NEGP account at the beginning of each quarter; no action will be needed by the NEGP. The total estimated cost for FY 1996 is \$78,450, plus applicable charges for other central services for which reimbursement is not already included within this agreement. The quarterly payments listed above do not necessarily reflect increased costs attributable to unexpected management and administrative support services as described in this agreement.

AGREEMENT BETWEEN ED AND NEGP FOR FY 1996

— Page 6 of 6

V. TERMS OF THE AGREEMENT

This agreement is effective from October 1, 1995 through September 30, 1996, unless terminated by mutual agreement of ED and the NEGP. The parties intend that this agreement may be extended for additional periods by mutual agreement at renegotiated cost. This agreement will be extended automatically for a period of one year unless written notification to renegotiate cost or services is received by either party prior to September 01, 1996. If the NEGP needs to terminate this agreement, or any service listed in this agreement, before the end of the fiscal year, the amount of funds payable will be prorated accordingly.

Keith Berger
Executive Officer
Office of Management
U.S. Department of Education

Date

Ken Nelson
Executive Director
National Education Goals Panel

Date