

December 5, 2017

Marcella Goodridge-Keiller
Alternate Designated Agency Ethics Official
U.S. Department of Education
400 Maryland Avenue, SW
Room 6E225
Washington, D.C. 20202

Dear Ms. Goodridge-Keiller:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Director of the Institute of Education Sciences, U.S. Department of Education.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I will divest my interests in the T. Rowe Price Health Sciences Fund within 90 days of my confirmation. I will not participate personally and substantially in any particular matter that to my knowledge as a direct and predictable effect on the financial interests of this entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Upon confirmation, I will resign from my positions with the American Institutes for Research and College Measures, a center run by the American Institutes for Research. Following my resignation, pursuant to company policy, I will receive a lump sum payment of accrued personal time. Until I have received this payment, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of American Institutes for Research to provide this contractual benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). For a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know American Institutes for Research is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with American Enterprise Institute. During my consideration for a possible nomination to the position of Director of the Institute of Education Sciences, I began writing additional papers for American Enterprise Institute. I have not received any compensation for these papers, but would normally receive an honorarium for each paper once it has been completed. I understand that if my nomination is confirmed by the Senate before these papers are completed, I may not work on these papers during my appointment to the position of Director of the Institute of Education Sciences. Upon confirmation, my work will cease with American Enterprise Institute, I will not be paid any anticipated honoraria for any papers that are not complete, and I will have no ongoing arrangement to complete those papers if I leave government service. Additionally, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know American Enterprise Institute is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with XPRIZE. XPRIZE is currently scheduled to pay me for my services in two equal installments. I have been paid the first installment. If I begin my government service prior to receiving the final payment, I will accept compensation only for services rendered before I assume the duties of Director of the Institute of Education Sciences. For a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know XPRIZE is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with Nexus Research and Policy Center. For a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know either entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have performed independent consulting and received consulting fees from the following entities: Association of Proprietary Colleges; Time, Inc.; Monroe College; and the Nexus Research and Policy Center. I have not formed a legal entity for this purpose. During my appointment to the position of Director of the Institute of Education Sciences, I will not perform consulting work. I am not owed any outstanding consulting fees. I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

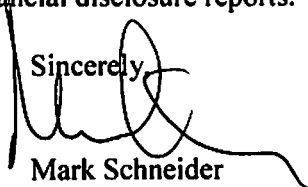
I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets.

I will meet in person with you during the first week of my service in the position of Director of the Institute of Education Sciences in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,



Mark Schneider