

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

AMERICAN FEDERATION OF
TEACHERS, et al.,

Plaintiffs,

v.

SCOTT BESSENT, et al.,

Defendants.

Case No. 8:25-cv-430-DLB

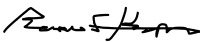
CERTIFICATION OF ADMINISTRATIVE RECORD

I, Bonnie Hochhalter, am currently employed as the Deputy Chief Human Capital Officer for the U.S. Department of Education. I am familiar with the claims asserted against the Department of Education in the above-captioned action regarding the granting of access to data systems to employees implementing Executive Order 14,158.

I hereby certify, to the best of my knowledge, that the accompanying administrative record is complete and contains all non-deliberative documents and materials directly or indirectly considered regarding the Department of Education actions challenged in this case.¹ Among these documents and materials, the Department of Education has duly evaluated all predecisional documents before excluding them from the record.

¹ Notwithstanding the Court's order to file an administrative record in this case, Defendants maintain that the Amended Complaint does not challenge any final agency action and reserve their right to argue in further proceedings in this case, including in any subsequent appeal, that the Administrative Procedure Act does not provide for review.

In accordance with 28 U.S.C. § 1746, I hereby certify and declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

 3/7/2025

[NAME]

Index for Administrative Record of the U.S. Department of Education

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Executive Office of the President
U.S. DOGE Service



Terms and Conditions for Reimbursable Work

Department of Education (ED)

PURPOSE

This document establishes the Terms and Conditions for reimbursable work by the United States DOGE Service (USDS) for the Department of Education (ED). When referred to collectively, USDS and ED are referred to as the "parties." This agreement formalizes and supersedes the prior oral agreement, written interim assignment agreement, and supporting documentation between USDS and ED and governs relations between the two parties going forward.

AUTHORITY

The Economy Act, 31 U.S.C. § 1535, provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if: (A) amounts are available; (B) the ordering agency decides the order is in the best interest of the United States Government; (C) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (D) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

This agreement generally requires reimbursement as described below. The legal authority for any non-reimbursable details arises from decisions of the Comptroller General setting forth exceptions to the general rule that a non-reimbursable detail between Federal agencies constitutes a violation of the Purpose Statute (31 U.S.C. § 1301) by the loaning agency and an improper augmentation of appropriated funds by the gaining agency. Specifically, the Comptroller General recognizes the following two exceptions allowing non-reimbursable details: (1) "where they involve a matter similar or related to matters ordinarily handled by the loaning agency and will aid the loaning agency in accomplishing a purpose for which its appropriations are provided," or (2) details that have a negligible impact on the loaning agency's appropriations. See HHS Detail of Office of Community Services Employees, B-211373 (Mar. 20, 1985).

PERIOD OF AGREEMENT

The terms and conditions described are effective from **January 20, 2025, through July 4, 2026**, subject to the availability of appropriations. The parties may extend this agreement through a written, signed modification.

SCOPE OF WORK

During their assignment, USDS employees detailed to ED will support IT modernization at ED including:

- Providing software engineering, modern architecture and system design, project and team leadership, software delivery, security and site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion and deliver modern technology.
- Performing a wide range of activities including debugging, software testing, and programming. USDS employees will quickly adapt and learn by problem-solving within legacy systems and organizational

constraints while working collaboratively for rapid prototyping. They will assess the state of current projects in agencies and plans and/or leads interventions where major corrections are required.

- Assisting on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
- Championing data strategies and building interoperability across other agencies as well as internal and external stakeholders.

USDS is seeking to detail up to 5 full-time equivalent positions (FTEs), acknowledging that USDS may choose to provide a number of FTEs less than 5 at any given time and/or partial FTEs. The parties can change who from USDS is detailed to ED under this agreement so long as the total number of detailees at any given time does not exceed 5. Should USDS require payment for reimbursables services, the parties agree to amend these terms and conditions to ensure proper reimbursement as required by applicable law.

ADDITIONAL TERMS

All parties acknowledge:

- The Supervisor for detailees will be the Secretary of the Department of Education, Chief of Staff of the Department of Education, or their designees.
- USDS full-time equivalent (FTE) employees will maintain coverage under Federal retirement, group health benefits, and life insurance during the assignment; employees' shares of costs for such coverage will continue to be withheld from salary.
- USDS FTE employees will continue to accrue annual and sick leave.
- Each USDS employee will have an email account and necessary devices provided by the Executive Office of the President (EOP).
- ED will provide USDS detailees with access to all ED systems on USDS employees' EOP devices to the maximum extent allowable by law; to the extent new e-mail accounts or new devices are required by law, ED will provide those accounts and devices.
- These terms and conditions are strictly for internal management purposes for each of the parties. These terms and conditions shall not be construed to provide a private right or cause of action for or by any person or entity.

USDS will:

- Maintain personnel records for the detailees, including official time and attendance and formal annual and mid-year performance evaluations as applicable, per USDS policy.
- Manage detailees' leave requests. Leave requests by the detailees will be made to USDS.
- Maintain the detailees' security clearance.
- For administrative purposes, continue to be the supervisor of record for the USDS detailees, to include maintaining their official time and attendance records.
- Promptly notify and coordinate with ED and ED's Office of the General Counsel if any work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiry from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

ED will:

- Provide all necessary identification to allow access and communications, to include badges, network access, and permissions for assignees to complete work for ED. This access includes enabling the detailees to access and store documents related to their work for ED on ED's network and/or hardware. ED will provide USDS detailees with this access on USDS detailees' EOP devices to the

maximum extent practical and allowable by law; to the extent new e-mail accounts or new devices are required by law, ED will provide those accounts and devices.

- Authorize access, to the extent consistent with law, to ED data systems to enable detailees to perform the work described above. When performing work for ED, detailees will be treated as employees of ED for purposes of data access.
- Ascertain and mitigate any conflicts of interest or confidentiality protocols during the assignment.
- Provide written input for the detailees' performance evaluations and other feedback, as applicable.
- Provide technical and operational support to the detailees for all ED activities related to this assignment.
- Cover any travel or training expenses required by ED to achieve the assignment objectives.
- Maintain records for detailees, including all project-related documents that must be maintained pursuant to the Federal Records Act and ED's policy.
- Create a process by which ED will: (1) review any final project-related documents created by the detailees that may contain legally protected information, and (2) inform the detailees of any information in those documents that ED considers legally protected.
- Promptly notify and coordinate with USDS if the detailees' work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiries from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

USDS detailees will:

- Complete work identified in the Scope of Work.
- Remain under the administrative control of the USDS supervisor for timesheet and other purposes, but report to the ED supervisor regarding substantive work performed for ED.
- Advise the USDS timekeeper of any leave taken during the assignment.
- Retain access to their USDS e-mail accounts during the assignment for purposes of receiving and responding to notifications from USDS.
- Complete EOP's mandatory records management training at <https://eop.usalearning.net/>, certify completion by e-mailing a copy of the certificate of completion to the USDS General Counsel and attend any mandatory records briefing assigned by the USDS General Counsel.
- In performing work for ED, follow all ED information security, records, and related requirements, such as any requirements specified in ED information security training and rules of behavior agreements, including:
 - Not knowingly take any actions that undermine ED's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, and the Trade Secrets Act.
 - Not knowingly take any measures that create cybersecurity risks to ED's systems.
 - Not knowingly access ED systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including ED records management and information security requirements.
 - Access ED data, information, and systems for legitimate purposes, including but not limited to IT modernization, the facilitation of ED operations, and the improvement of government efficiency.
 - Comply with the requirements of the Privacy Act for information that ED collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
 - To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.


- Appropriately mark as “PREDECISIONAL/DELIBERATIVE/PRIVILEGED” documents created by them under this agreement that contain opinions, analysis, or ideas exchanged as part of a process that might lead to a final policy or operational decision by ED.

CONTACT INFORMATION

ED POC		USDS POC	
NAME	Rachel Oglesby	NAME	[REDACTED]
ADDRESS	U.S. Department of Education Lyndon Baines Johnson Building 400 Maryland Avenue, SW Washington, DC 20202	ADDRESS	U.S. DOGE Service, EOP Eisenhower Executive Office Building Washington DC 20503
EMAIL	[REDACTED]@ed.gov	EMAIL	[REDACTED]@omb.eop.gov
PHONE	(202) [REDACTED]	PHONE	(202) [REDACTED]

SIGNATURES

Authorization of the agreement:


 James Bergeron
 Acting Under Secretary
 Department of Education

2/12/25
 Date

/s/ [REDACTED]

 [REDACTED] (USDS Approver)
 Special Advisor
 U.S. DOGE Service

February 12, 2025

 Date

MEMORANDUM OF UNDERSTANDING
OFFICE OF PERSONNEL MANAGEMENT
AND
THE DEPARTMENT OF EDUCATION
Office of the Secretary

I. PURPOSE

To request a detail for ^{ED-1} (the Detailee), from the Office of Personnel Management (OPM) to the Department of Education (ED), Office of the Secretary. This agreement formalizes the prior oral agreement and supporting documentation between OPM and ED and governs relations between the two agencies going forward.

II. DESCRIPTION OF SERVICES AND ACTIVITIES

During this detail, the Detailee will work in the Office of the Secretary (OS). The Detailee will serve as Senior Advisor. Specific tasks will include: Conduct research to support EOP Department of Government Efficiency efforts.

DUTIES:

The Detailee will conduct research to support EOP Department of Government Efficiency efforts.

The Office of the Secretary will perform the following tasks:

- a) Provide office space and materials necessary for building access and communications, including badges, phones, and computers, as required to conduct ED work.
- b) Cover expenses only for travel, training, or other costs specifically required and pre-approved for the Detailee to fulfill his/her detail assignment (unless otherwise agreed between the ED and OPM).
- c) Determine the work schedule for the Detailee, subject to applicable federal regulations, and approve any requests for leave.
- d) Advise the Detailee of any applicable ethics and confidentiality requirements that may apply in OS in addition to the Home Agency/Department's ethics and confidentiality requirements.
- e) Ensure that the Detailee receives feedback on Detailee's activities during the course of the detail.
- f) Provide feedback to ED supervisor to assist in the Detailee's performance review.
- g) Ensure the necessary record(s) are collected to document work performed by the Detailee during the detail.
- h) Notify OPM once the 130-day limit is met.

III. SUPERVISION

During the detail, supervision of the Detailee will be provided by Rachel Oglesby.

IV. ETHICS RULES AND REGULATIONS

- a) The Detailee is subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, and limitations on political activity (18 U.S.C. §§ 203, 205, 207, and 208, 5 C.F.R. Parts 2635, and 5 U.S.C. §§ 7321 – 7326, 5 C.F.R. Part 733, and 5 C.F.R. Part 734).
- b) Consistent with the implementing regulations of 5 C.F.R. part 2634, the Detailee should continue to file his/her required financial disclosure reports with OPM while on detail.

- c) OPM is responsible for ensuring that the Detailee receives required ethics training.
- d) The Detailee will not knowingly take any actions that undermine ED's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, and the Trade Secrets Act.
- e) The Detailee will not knowingly take any measures that create cybersecurity risks to ED's systems.
- f) The Detailee will not knowingly access ED's systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including ED records management and information security requirements.
- g) The Detailee will access ED data, information, and systems for legitimate purposes, including but not limited to IT modernization, the facilitation of ED operations, and the improvement of government efficiency.
- h) The Detailee will comply with the requirements of the Privacy Act for information that ED collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- i) The Detailee will, to the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
- j) The Detailee will have access, to the extent consistent with law, to ED data systems to enable Detailee to perform the work described above. When performing work for ED, Detailee will be treated as an employee of ED for purposes of data access.

V. COSTS/TRANSFER OF FUNDS

The Detailee is working for OPM under a gratuitous services agreement. As a result, OPM is not incurring any costs and ED will not be required to provide any reimbursement.

VI. AUTHORITY

The Economy Act, 31 U.S.C. §§ 1535 - 1536

VII. PERIOD OF AGREEMENT AND CANCELLATION PROVISIONS

- The Detailee will be detailed to the Office of the Secretary for a period not to exceed 130 days.
- This agreement shall become effective when signed by both parties.
- The agreement may be terminated unilaterally by either party through written notice provided at least 14 calendar days prior.
- The agreement may be otherwise modified or extended at any time by mutual consent of the parties.
- The Detailee is appointed as a Special Government Employee (SGE) pursuant to 18 U.S.C. §202, and therefore may not serve in that capacity for more than 130 days in a 365-day period. Any day on which work is performed for the Government (compensated or not) should be counted as a day, regardless of the amount of time worked that day or the nature of the services. However, uncompensated activities limited to strictly administrative matters, uncompensated brief communications, and uncompensated brief periods of reading or other preparation performed at a setting away from a Government workplace, need not be counted.

VIII. PERFORMANCE RATING

The Detailee Employee Performance Management System evaluations for 2025 will be completed by ED with input from Rachel Oglesby, in the Office of the Secretary, who can be reached at rachel.oglesby@ed.gov.

IX. LEAVE

The Detailee does not accrue annual or sick leave.

X. CONTACTS


Office of Personnel Management:
Andrew Kloster
General Counsel

Department of Education:
Richard Smith
Deputy Secretary (Delegated)

XI. AUTHORIZING SIGNATURES AND DATES


The undersigned, on behalf of their respective offices, approve the terms of this agreement.

APPROVED AND ACCEPTED



Carmen E. Garcia
Chief Human Capital Officer
Office of Personnel Management
carmen.garcia@opm.gov

2/12/2025
Date



James P. Bergeron
Acting Under Secretary (Delegated)
U.S Department of Education
james.bergeron@ed.gov

2/12/25
Date

2/12/25

1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SOCIAL SECURITY ADMINISTRATION,
THE OFFICE OF PERSONNEL MANAGEMENT, THE DEPARTMENT OF EDUCATION,
AND APPOINTEE** ED-1

During Appointee's term of service at the Social Security Administration (SSA), Appointee may also serve as an unpaid Special Government Employee (SGE) for the Office of Personnel Management (OPM) and the Department of Education. The Appointee's duties, qualifications, and salary are contained in the attached Expert or Consultant Appointment Request & Certification (Appointment Request and Certification). To ensure compliance with applicable law, the Appointee, OPM, the Department of Education (DoEd.), and SSA (the parties) enter into this Memorandum of Understanding (MOU) and agree as follows:

1. During Appointee's term of service to SSA, Appointee will receive payment, as described in the Appointment Request and Certification, from SSA.
2. Neither OPM nor DoEd. shall not pay Appointee during his SSA term of service.
3. While on duty time at SSA, Appointee shall only perform duties for SSA.
4. While on duty time at SSA, Appointee shall not perform any work for or on behalf of OPM or DoEd..
5. Appointee shall perform SSA work only at SSA Headquarters (HQ) in Woodlawn, Maryland.
6. Appointee shall not perform any work for OPM or DoEd. at SSA facilities, including but not limited to SSA HQ.
7. SSA, OPM and DoEd. shall provide any equipment or systems access to ensure access to their respective networks. Neither SSA, OPM nor DoEd. shall be responsible for providing access to the other agency's network or systems.
8. Appointee shall not perform work for either OPM or DoEd. using SSA equipment or resources.
9. Appointee shall not perform SSA work using either OPM or DoEd. equipment or resources.
10. Appointee shall not share any Personally Identifiable Information accessed or obtained through the use of SSA systems or work performed for SSA, with any external entity, organization, or agency federal or state, including OPM and DoEd.
11. Appointee shall not share or disclose SSA information that is non- PII, non-public information with any non-federal entity. Any disclosure of non- PII, non-public information to another federal entity, organization, or agency shall be made only with expressed permission of the Office of the Commissioner.
12. Appointee shall not share or disclose OPM or DoEd. information to SSA without appropriate permission from each agency's appropriate authorizing official.
13. Appointee shall abide by all SSA regulations and policies regarding access to and protection of any agency records, information, and work products.
14. Appointee shall abide all SSA regulations and policies regarding ethics and employee conduct.
15. In the event of any lapse in appropriations, the Appointee will follow the instructions issued by SSA related to his SSA service.

AUTHORIZING SIGNATURES AND DATES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this MOU. This agreement will become effective on the date it is signed by last party.

Social Security Administration

Office of Personnel Management

Department of Education

[NAME]
[TITLE]

Brian Bjelde

[NAME] Brian Bjelde
[TITLE] Senior Advisor to
Acting Director of OPM

James P. Bergeron

James P. Bergeron
Acting Under Secretary

Date: _____

Date: 2/12/2025

Date: 02/12/25

Appointee

ED-1

Date: 02/12/2025

A

Request for Schedule C Appointing Authority

Agency Name: DEPARTMENT OF EDUCATION **Print Date:**

POC: MARGARET FERRELL **Phone:** (202) 453-6115 **Fax:**

Request No: DB250077 **Request Type:** APPOINTMENT **Position:** REGULAR C

Candidate: ^{ED-2} **Grade/Step:** GS15/6 **Salary:** \$195,200

Position No: DBGS61164 **Title:** SENIOR ADVISOR

Series: 00301 **Desc:** MISCELLANEOUS ADMINISTRATION AND PROGRAM

Date PD certified as Schedule C per 5 CFR 213.3301(a): 01/31/2025

Organization ID: 10000 **Org. Name:** OFFICE OF THE SECRETARY

Supervisor No: **Supv. Title:**

Supervisor Name: **Supv. Position Type:**

GEO Location: WASHINGTON

Schedule C Certification Statement

Under 5 CFR 213.3301(a), the position listed above is excepted from the competitive service because of its confidential or policy-determining character. Per 5 CFR 213.3301(b), I certify that the Schedule C appointment for this position, was not created solely or primarily for the purpose of detailing the appointee to the White House.

Department / Agency Head or Designee: Denise L. Carter

Signature: *Denise L. Carter* Date Signed: 01/31/2025

Agency White House Liaison

Name: Stephen A. Warzoha Phone: 202-374-6144

Signature: *[Signature]* Date Signed: 01/31/2025

OPM USE ONLY

Approved Disapproved Return without Action

OPM Approving Official: *[Signature]* Date Signed: 1/31/2025

Email to: Senior Executive Resource Services at SERS@OPM.GOV

Source: Office of Personnel Management

Report 1019, Version March 2018



UNITED STATES DEPARTMENT OF EDUCATION

January 31, 2025

Dear ED-2,

Your excepted service appointment as a Senior Advisor, GS-0301-15, Step 6, with a salary of \$195,200 per annum in the Office of the Secretary, located in Washington, DC will be effective on January 31, 2025. Your first day on duty will be Friday, January 31, 2025.

This is an excepted service appointment, of a political, confidential or policy determining nature. As such, employment under this appointment is subject to change at the discretion of the Administration and may be terminated at any time.

Background Investigation/Security Clearance

In accordance with Executive Order 10450 - "Security Requirements for Government Employment," Homeland Security Presidential Directive 12 (HSPD-12) - "Policy for a Common Identification Standard for Federal Employees and Contractors," 5 CFR 731 - Suitability, and Departmental policy, the U.S. Department of Education is required to ensure that individuals employed by the Department meet certain background investigation criteria commensurate with their position duties and system access requirements. The Department of Education follows guidelines established by the Office of Personnel Management to assess position risk or sensitivity levels, in order to determine appropriate background investigation requirements.

All Department of Education employees must undergo an initial background investigation, followed by a reinvestigation every five years. Successfully completing a full background investigation with favorable adjudication and maintaining the required suitability is a condition of Federal employment.

Our Personnel Security office has conducted a preliminary review of your background investigation package and determined you can be allowed to onboard pending completion and favorable adjudication of your background investigation.

Federal Government Ethics

Based on your new appointment as a Senior Advisor, GS-0301-15, Step 6, in the Office of the Secretary, you are required to file a public financial disclosure report (OGE Form 278e) **no later than March 2, 2025**. The Ethics in Government Act (Act) requires individuals who are appointed to certain designated positions to file an OGE Form 278e within 30 days after appointment to that position. This email contains important information regarding reporting requirements and for creating your account.

If you are not expected to serve in this position for at least 60 days, you may not be required to file an OGE Form 278e. If you do not expect to serve in this position for at least 60 days in a calendar year, you should contact the Ethics Division in the Office of the General Counsel **immediately** to determine your filing status. You may request an initial 45-day extension from the Ethics Division to file and complete the OGE Form 278e; however, you must submit your extension request **before** the due date. Below is some additional information about public financial disclosure reporting.

400 MARYLAND AVE., S.W., WASHINGTON, DC 20202
www.ed.gov

- On April 4, 2012 the Stop Trading on Congressional Knowledge Act (STOCK Act) was signed into law. The STOCK Act added requirements to the Public Financial Disclosure System mandated by the Act. Specifically, Section 6 of the STOCK Act requires that employees who are required to complete an OGE Form 278e must also report transactions involving securities on an ongoing basis. Pursuant to this new provision, filers must report transactions the earlier of 30 days after receiving notice of the transaction, or 45 days after the transaction has actually occurred. In addition, filers must also report the transactions of a spouse and/or dependent child. These transactions are to be reported on the OGE Form 278-T.
- ED is currently using an e-filing system, called INTEGRITY.gov, which is hosted in a secure Government cloud, works with modern Internet browsers, and operates on the OMB Max.gov platform. For more information about OMB Max.gov, please visit: <https://max.omb.gov/maxportal/home.action/>.
- All ED employees who are required to file an OGE Form 278e and/or an OGE Form 278-T must use INTEGRITY.gov to file these reports. To create an account, go to <https://Integrity.gov>. To log in, type your “user-name”, which is your ED “ed.gov” email address and click the link that says “Forgot, set, or change your password”. You will be redirected to set up your OMB Max.gov password. After completing this process, you may get started on filing your report(s).

If you submit your report (either the OGE Form 278e or the OGE Form 278-T) more than 30 days past the stated above due date or extension date, a \$200 late filing fee will become due at the time of filing, pursuant to section 104(d) of the Act. In addition, ED is required to refer to the Attorney General the name of any individual when there is reasonable cause to believe that such individual has willfully failed to file an OGE Form 278e. The Act also states that any individual who knowingly or willfully falsifies or fails to report the required information may be assessed a civil penalty.

Your First Day / Where to Report for Orientation

Please report to 400 Maryland Ave, SW, Washington, DC, at 9:00am and contact Camille Simonds at 202-453-5738. As a reminder, prior to conducting business on behalf of the Department, our division must be in receipt of your sworn affidavit statement (SF-61) and have verified your identity.

In addition, Camille Simonds, at Camille.Simonds@ed.gov, will contact you through email with an invitation to new employee orientation. As part of this orientation, you will be administered the oath of office and receive a series of briefings designed to ensure a successful transition to the Department.

In Case of Inclement Weather

In the event that the D.C. metropolitan area experiences inclement weather conditions or another event that may close or delay opening of the Federal government, new employees scheduled for orientation should check the operating status on www.opm.gov and follow any instructions on reporting to work for Federal workers and Government office delays and closures.

Required Identification Documents

You must provide scanned copies of the following items for your I-9 identification.

Acceptable identification documents include:

- U.S. Passport

Or two of the following:

- State-issued photo driver’s license or photo ID card
- Original or certified copy of birth certificate
- Social Security Card

Failure to provide any of these required items or forms to orientation/your first day may delay the processing of your appointment, benefits, and first paycheck.

Completing and Submitting Employment Forms

The attached "List of Employment Forms" identifies the employment forms you should complete before or on your first day and when they are due. You will need to submit all forms to Camille Simonds via email at Camille.Simonds@ed.gov. If you encounter any difficulties in opening or completing the forms, please contact me as soon as possible.

Failure to submit any of the required employment forms in by the specified due dates may delay the processing of your appointment, benefits, and first paycheck.

If you have questions prior to your first day, please do not hesitate to contact me at Ann.Ferrell@ed.gov.

Sincerely,
Ann Ferrell
Human Resources Specialist
U.S. Department of Education

Attachments: List of Employment Forms

CC: Steve Warzoha
Taronda Wallace
Latonya Davis
Holly Williams
Cherese Beckwith
Reona Shannon

ED-3

ED-3

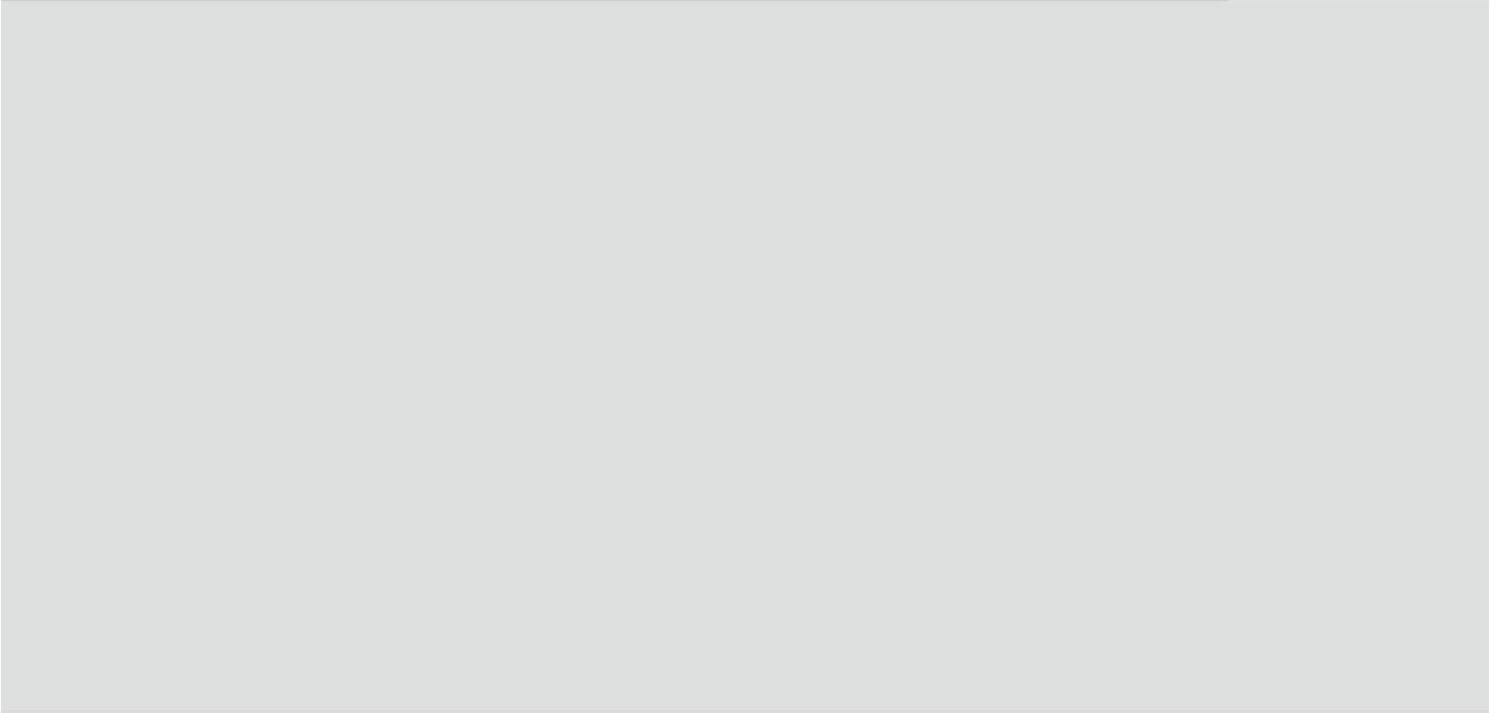
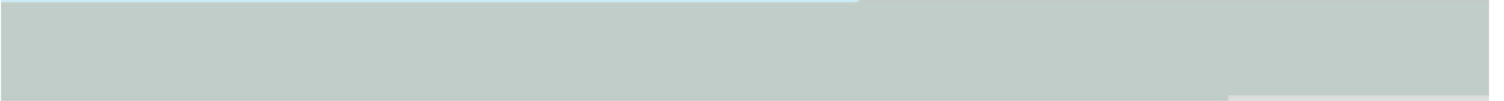
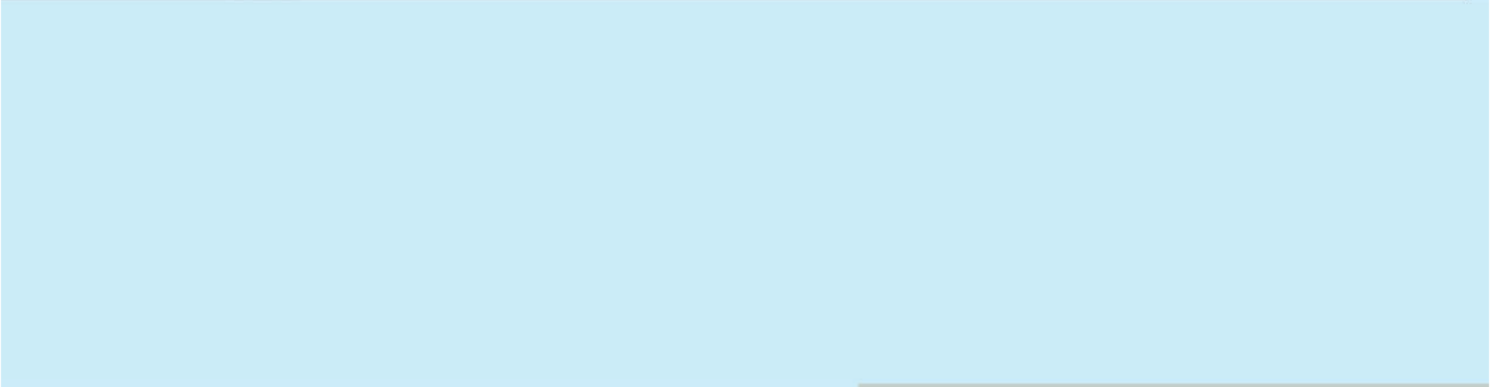
ED-3

ED-3

ED-3







U.S. DEPARTMENT OF EDUCATION EXPERT OR CONSULTANT APPOINTMENT REQUEST Reference: 5 CFR 304 and 5 U.S.C. 3109		
1. NAME OF PERSON (Last, First, MI): <small>ED-4</small>	2. TOTAL PERIOD FOR WHICH APPOINTMENT IS REQUESTED: FROM: <u>2/4/25</u> TO: <u>8/4/25</u> <small>May not exceed one year</small>	
3. MAILING ADDRESS AND EMAIL ADDRESS: <div style="background-color: black; width: 100px; height: 30px; margin: 5px 0;"></div>	4. APPROXIMATE NUMBER OF DAYS PERSON IS EXPECTED TO PERFORM SERVICES DURING THIS APPOINTMENT: <u>180</u> <small>(May not exceed one year)</small>	
5. PRINCIPAL OFFICE: <u>OFFICE OF THE SECRETARY</u>	6. SUPERVISOR NAME AND TITLE:	
7. TYPE OF POSITION: <input type="checkbox"/> Expert - This position requires the services of a specialist with skills superior to those of others in the same profession, occupation, or activity to perform work on a temporary and/or intermittent basis assigned by a Federal official. <input checked="" type="checkbox"/> Consultant - This position requires providing advice, views, opinions, alternatives, or recommendations on a temporary and/or intermittent basis on issues, problems, or questions presented by a Federal official.		
8. TYPE OF APPOINTMENT: <input checked="" type="checkbox"/> New Appointment <input type="checkbox"/> Reappointment		
9. PRIOR EXPERT OR CONSULTANT APPOINTMENTS A. <input checked="" type="checkbox"/> No Prior Appointment <input type="checkbox"/> Prior Appointment - Same Services <input type="checkbox"/> Prior Appointment - Substantially Different Services B. Dates of Prior Service: _____ - _____ C. Number of Hours or Days Paid (Annual Basis Calculation): _____ Hours (may not exceed 130 days or 1040 hours) OR Amount of Cumulative Earnings on Expert or Consultant Appointments: _____ * <i>(Cumulative earnings for all appointments, including this request may not exceed twice the rate of the GS 15/10)*</i>		
10. WORK SCHEDULE: <input type="checkbox"/> Full Time (80 Hours per pay period) <input checked="" type="checkbox"/> Part Time <input type="checkbox"/> Intermittent (up to 80 Hours per pay period with no regularly scheduled tour of duty)	11. BASIS FOR CALCULATION FOR SERVICE LIMITS: <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Cumulative Earnings	
12. RATE OF PAY: <input type="checkbox"/> per hour <input type="checkbox"/> per day <input type="checkbox"/> per annum <input checked="" type="checkbox"/> unpaid		
13. BACKGROUND INVESTIGATION AND PRE-EMPLOYMENT REQUIREMENTS (to be completed by Personnel Security)		
Sensitivity Level	Background Investigation Type	Drug Testing Requirement
Non-Sensitive/Public Trust	T4	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Signature: <u>LISA SENEAL</u> <small>Digitally signed by LISA SENEAL Date: 2025.02.04 12:08:54 -05'00'</small>		Date: <u>02/04/25</u>

EXPERT OR CONSULTANT Appointment Request

Reference: 5 CFR 304 and 5 U.S.C. 3109

14. SERVICES TO BE PERFORMED

A. Explain in full the services to be performed.

ADVISING THE DEPARTMENT ON CHANGE MANAGEMENT.
PERFORMING COST REDUCTIONS.

NO ONE ELSE AT THE AGENCY IS PERFORMING THESE FUNCTIONS.

B. Specify what duties will be assigned that will involve the person in the transaction of business on behalf of the government with any profit or non-profit organization.

NONE

C. Specify what duties will be assigned that will involve the person in the rendering of advice to the government which will have direct and predictable effect on the interests of any profit or non-profit organization.

LESS DOLLARS WILL FLOW FROM DEPARTMENT OF ED
TO MANY NON-PROFIT AND FOR PROFIT INSTITUTIONS
AND COMPANIES.

D. Special qualifications of the person recommended for appointment which relate specifically to the services to be performed.

VERY SIGNIFICANT EXPERIENCE IN EDUCATION & TECHNOLOGY.

EXPERT OR CONSULTANT Appointment Request

Reference: 5 CFR 304 and 5 U.S.C. 3109

15. CERTIFICATION AND APPROVAL

I certify that:

- this position meets the requirements for use of an Expert or Consultant appointment authority;
- the individual being appointed possess the requisite qualifications as follows:
 - Expert - The appointee is specifically qualified by education and experience to perform difficult and challenging tasks in a particular field beyond the usual range of achievement of competent persons in that field. The appointee is regarded by others in the field as an authority or practitioner of unusual competence and skill in a professional, scientific, technical or other activity.
 - Consultant - The appointee can provide valuable and pertinent advice generally drawn from a high degree of broad administrative, professional or technical knowledge or experience. Appointees to advisory boards/commissions are affected by a particular program and can provide useful views from personal experience.
- this position will not be used to perform SES, managerial or supervisory work; make final decisions on substantive policies
- this appointment is in compliance with law, relevant decisions of the Comptroller General, and Office of Personnel Management and Department policies and instructions;
- the services of the individual are essential for effective program management;
- the pay level is appropriate for the duties to be performed and the qualifications of the appointee;
- the record of appointment has been clearly documented to show the services to be performed and the special qualifications of the appointee which relate specifically to those services;
- a statement of employment and financial interests has been obtained and it has been determined that no conflict of interest exists;
- All responsible clearing offices have reviewed and consulted on the expert or consultant appointment;
- Office of the Executive Secretariat has coordinated review of this appointment and the Secretary has authorized submission for final approval;
- I am authorized to make hiring decisions.

Principal Office Head Approval

Name: Rachel Oglesby
 Title: Chief of Staff
 Signature: *Rachel Oglesby*
 Date: 02/04/2025

Appointing Official (Chief Human Capital Officer or Designee)

Name: Jacqueline Clay
 Title: Director, Chief Human Capital Officer (or Designee)
 Signature: *Jacqueline Clay*
 Date: 2-4-25

16. REQUEST TO AMEND WORK SCHEDULE WITH NO OTHER CHANGES TO ITEMS 7-15

Full Time (80 hours per pay period) Part time Intermittent

Principal Office Head Approval

Name:
 Title:
 Signature:
 Date:

Appointing Official (Chief Human Capital Officer or Designee)

Name:
 Title: CHCO/DAS for Human Resources
 Signature:
 Date:

APPOINTMENT AFFIDAVITS

Consultant
(Position to which Appointed)

02/04/2025
(Date Appointed)

Department of Education OS
(Department or Agency) (Bureau or Division)

Washington, DC
(Place of Employment)

I, ^{ED-4} _____ do solemnly swear (or affirm) that--

A. OATH OF OFFICE

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

B. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO THE PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

ED-4

(Signature of Appointee)

Subscribed and sworn (or affirmed) before me this 4 day of February, 2025

at Washington (City) DC (State)

(SEAL)



(Signature of Officer)

Commission expires _____
(If by a Notary Public, the date of his/her Commission should be shown)

Director, Executive Resources

(Title)

Note - If the appointee objects to the form of the oath on religious grounds, certain modifications may be permitted pursuant to the Religious Freedom Restoration Act. Please contact your agency's legal counsel for advice.




UNITED STATES DEPARTMENT OF EDUCATION

February 4, 2025

MEMORANDUM

TO: Richard Lucas
Acting Assistant Secretary
Office of Finance and Operations

FROM: Denise Carter 
Acting Secretary
Office of the Deputy Secretary

SUBJECT: Waiver of the Pre-Appointment Background Investigation Requirement
for Appointment to a High Risk/Public Trust Position for ^{ED-4}

This is a request for a waiver of the pre-appointment background investigation requirement for appointment to a High Risk/Public Trust position for ^{ED-4} This individual has been selected for the position of Consultant, OS.

Due to the presidential transition, we are requesting a temporary waiver to the personnel security vetting requirements in order to expedite the onboarding of ^{ED-4} All required documentation will be provided for the appropriate background investigation no later than February 7, 2025. It is in the Department's best interest to fill this appointment as soon as possible.

ACTING ASSISTANT SECRETARY FOR THE OFFICE OF FINANCE & OPERATIONS

Approve  Disapprove _____ Date _____

400 MARYLAND AVE., S.W., WASHINGTON, DC 20202
www.ed.gov

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.



Presidential Documents

Executive Order 14158 of January 20, 2025

Establishing and Implementing the President's "Department of Government Efficiency"

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered:

Section 1. Purpose. This Executive Order establishes the Department of Government Efficiency to implement the President's DOGE Agenda, by modernizing Federal technology and software to maximize governmental efficiency and productivity.

Sec. 2. Definitions. As used in this order:

(a) "Agency" has the meaning given to it in section 551 of title 5, United States Code, except that such term does not include the Executive Office of the President or any components thereof.

(b) "Agency Head" means the highest-ranking official of an agency, such as the Secretary, Administrator, Chairman, or Director, unless otherwise specified in this order.

Sec. 3. DOGE Structure. (a) *Reorganization and Renaming of the United States Digital Service.* The United States Digital Service is hereby publicly renamed as the United States DOGE Service (USDS) and shall be established in the Executive Office of the President.

(b) *Establishment of a Temporary Organization.* There shall be a USDS Administrator established in the Executive Office of the President who shall report to the White House Chief of Staff. There is further established within USDS, in accordance with section 3161 of title 5, United States Code, a temporary organization known as "the U.S. DOGE Service Temporary Organization". The U.S. DOGE Service Temporary Organization shall be headed by the USDS Administrator and shall be dedicated to advancing the President's 18-month DOGE agenda. The U.S. DOGE Service Temporary Organization shall terminate on July 4, 2026. The termination of the U.S. DOGE Service Temporary Organization shall not be interpreted to imply the termination, attenuation, or amendment of any other authority or provision of this order.

(c) *DOGE Teams.* In consultation with USDS, each Agency Head shall establish within their respective Agencies a DOGE Team of at least four employees, which may include Special Government Employees, hired or assigned within thirty days of the date of this Order. Agency Heads shall select the DOGE Team members in consultation with the USDS Administrator. Each DOGE Team will typically include one DOGE Team Lead, one engineer, one human resources specialist, and one attorney. Agency Heads shall ensure that DOGE Team Leads coordinate their work with USDS and advise their respective Agency Heads on implementing the President's DOGE Agenda.

Sec. 4. Modernizing Federal Technology and Software to Maximize Efficiency and Productivity. (a) The USDS Administrator shall commence a Software Modernization Initiative to improve the quality and efficiency of government-wide software, network infrastructure, and information technology (IT) systems. Among other things, the USDS Administrator shall work with Agency Heads to promote inter-operability between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization.

(b) Agency Heads shall take all necessary steps, in coordination with the USDS Administrator and to the maximum extent consistent with law, to ensure USDS has full and prompt access to all unclassified agency records, software systems, and IT systems. USDS shall adhere to rigorous data protection standards.

(c) This Executive Order displaces all prior executive orders and regulations, insofar as they are subject to direct presidential amendment, that might serve as a barrier to providing USDS access to agency records and systems as described above.

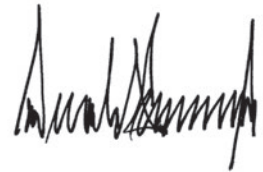
Sec. 5. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

A handwritten signature in black ink, appearing to be the signature of Donald Trump, located on the right side of the page.

THE WHITE HOUSE,
January 20, 2025.




U.S. Department of Education

Office of the Chief Information Officer
Information Assurance Services

DATE: February 5, 2025

TO: All Department of Education IT Systems including associated: Assistant Secretaries, Authorizing Officials (AOs), Information System Owners (ISOs), Information System Security Officers (ISSOs), IT POCs, Contracting Officer Representatives (CORs), Contracting Officers (COs), Employees with Significant Security Responsibilities, Chief of Staffs and Executive Officers.

FROM: Thomas Flagg  Digitally signed by THOMAS FLAGG
Date: 2025.02.05 10:02:55 -0500
Department of Education Authorizing Official/Chief Information Officer

THROUGH: Peter Hoang, Acting Chief Information Security Officer (CISO)
Director, Information Assurance Services, Office of the Chief Information Officer

Frank Miller, Senior Agency Official for Privacy (SAOP)
Acting Director, Student Privacy Policy Office

CC: Department of Government Efficiency (DOGE) Team Members

SUBJECT: Access to All ED IT Systems by the United States DOGE Service (USDS)

INTRODUCTION:

President Trump signed an Executive Order (EO) "Establishing and Implementing the President's "Department of Government Efficiency"" to implement the President's DOGE Agenda by modernizing Federal technology and software to maximize governmental efficiency and productivity. The EO also tasked Agencies to establish an internal DOGE team and allow full access to the DOGE Administrator to all unclassified agency records, software systems and IT systems. This is to support the USDS Administrator Software Modernization Initiative to improve the quality and efficiency of government-wide software, network infrastructure, and information technology (IT) systems. All ED Information System Owners (ISO) shall work with the USDS Administrator and internal DOGE Team members to promote inter-operability between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization.

This memorandum documents the need to know and authorizes USDS personnel onboarded to the Department of Education DOGE team full and prompt access to all unclassified IT systems and data. These new requirements support the implementation of the EO "Establishing and Implementing the President's "Department of Government Efficiency".¹

ACTIONS REQUIRED:

In coordination with the USDS Administrator and to the maximum extent consistent with cybersecurity and privacy laws and requirements. The USDS DOGE Team onboarded at the Department of Education shall adhere to rigorous data protection standards and applicable ED data protection policies in accordance with the EO.

¹ [ESTABLISHING AND IMPLEMENTING THE PRESIDENT'S "DEPARTMENT OF GOVERNMENT EFFICIENCY"](#)

U.S. Department of Education Information Technology (IT) System Rules of Behavior

All Government and Contractor personnel of the Department of Education (ED) must follow the rules of behavior set forth in this document when accessing and using IT equipment, systems, and departmental data and information. The Department of Education computer network provides access to e-mail, the Internet, Intranet, and most other systems required for the execution of the Department's mission. All personnel authorized access will be held accountable for their actions. Violations of the rules of behavior will be brought to the attention of Management for action, as situations warrant (e.g., personnel found in violation may face disciplinary action). According to the Department's Handbook for Information Assurance (IA) Security Policy, personnel who violate the rules may have their access to the ED computer network revoked. The rules described below are not to be used in place of existing policy, rather they are intended to enhance and define the specific rules each user must follow while accessing the Department of Education computer network.

This applies to all Government and Contractor personnel who have access to Department of Education computer network systems, data, records, and files. Further, all Government and Contractor personnel must adhere to all Department of Education Policy, Guidance and Procedures which include, but are not limited to:

- You are prohibited from uploading offensive or objectionable material to, or downloading from, the Internet. Refer to "Personal Use of Government Equipment and Information Resources", dated April 16, 2006
- You must not knowingly, and with the intent to defraud the U.S. Government, access a protected computer without authorization, or beyond your authorization level
- You are prohibited from using the Department of Education computer network or computer equipment to engage in any activity that is illegal or otherwise expressly prohibited (e.g. political activity, lobbying activity prohibited by law or running a personal business). You are, however, permitted occasional personal use, provided that such use incurs only a negligible additional expense to the Department of Education; does not impede your ability to do your job, does not impede other employees' ability to do their jobs; occurs during off-duty hours, whenever possible; and, is not for the purpose of generating income for yourself or anyone else
- All computer resources (including personal computers, laptops, wireless devices, all parts of the Department of Education computer network, communication lines and computing facilities) are to be used in accordance with ED OCIO 1-104, "Personal Use of Government Equipment and Information Resources", policy
- Be aware that all Department of Education network and system resources used and accessed by Government and Contractor personnel are subject to periodic test, review, audit, and monitoring
- You must adhere to all Department of Education IT security policies, practices and procedures, as well as relevant Presidential Directives and Office of Management and Budget (OMB) memoranda
- You must adhere to the handling and disclosure of information as set forth in the Freedom of Information Act and the Privacy Act
- The confidentiality and integrity of information must be maintained. Therefore, information in any form shall be appropriately protected. You must not maliciously delete, modify, destroy or otherwise misuse any Department data or information
- You must complete the OCIO Annual Security Awareness Training, and, if you are identified as being key IA or IT personnel, you must complete the required annual specialized education and training requirements defined by the OCIO IAS organization

U.S. Department of Education Information Technology (IT) System Rules of Behavior

User IDs and Passwords

All Government and Contractor personnel must adhere to the policy set forth in the Department of Education's IT Password Guidance, which includes, but is not limited to:

- You are prohibited from sharing your account information with anyone, and must take the appropriate action to ensure your account information is stored in a secure manner
- Your password must be a mix of at least 12 characters that contain upper and lower case letters, two numbers and at least one special character
- Passwords cannot resemble any part of your user-ID or name
- Passwords cannot not be reused for 24 iterations
- Passwords must be changed at least once every 90 days
- If your User-ID or password is compromised, you must report it immediately to your supervisor and ISSO/ISSM
- Personal Identification Numbers (PINs) will be constructed as required, by the token issuer of any system requiring a PIN for access

Account Inactivity

The Department will implement procedures and methodologies to ensure adequate management of information system accounts.

- After 30 days of inactivity, the account shall be put in suspension within 5 working days, and will be terminated after 90 days. If you will not access your account for 90 days, contact your ISSO in advance to avoid having your account terminated.
- Accounts with a cyclical business model (normally not accessed within 30 days) will not be suspended after 30 days of inactivity. These accounts will be suspended after 30 days of inactivity of their normal access period. Example: if an account with a cyclical business model is only accessed every 60 days, then it would be suspended after 90 days of inactivity. These accounts should be coordinated through ISSO channels.

Access to Information Must be Controlled

- All Government and Contractor personnel will be given access to information based on a need to know. Bypassing web filtering is a violation of Department policy that can expose the user and the Department to risks
- You must work within the confines of the access allowed, and you must not attempt to access information for which you do not have a need to know
- Do not leave computers logged on and unattended. Log off at the end of each session, or use access control software (i.e., screen saver with password) or configure auto-lock for unattended use
- All wireless devices must be password protected
- Do not leave mobile, wireless devices or cell phones unattended. Handheld devices should be stored securely when left unattended. To prevent theft, make sure that add-on modules and accessories are adequately protected when not in use
- You are prohibited from sharing mobile or wireless devices, cell phones, or calling cards that have been assigned to you
- You are prohibited from using a dial-up modem to directly access the internal network or any internal network devices. Dial-up access to the networks must be through OCIO operated access servers, and will only be assigned to authorized personnel

U.S. Department of Education Information Technology (IT) System Rules of Behavior

- Connection to the Internet shall be in accordance with the ED IA Security Policy
- Users shall not establish Internet or other external network connections (e.g., via modem access or unauthorized VPN) that could allow unauthorized non-Department of Education personnel to bypass security features, and gain access to Department systems and information
- Users shall not connect unauthorized devices to any Department networks, systems or devices
- Users shall not access or attempt to access network resources, systems or devices with unauthorized devices

Proper Use of IT Resources

- You are only authorized to access and use Department of Education licensed/approved software. The use of unlicensed software is strictly prohibited
- All licensed/approved software and documentation must be used in accordance with the copyrighted license agreement
- You are only authorized to back-up your data to a network device or approved backup device. You are prohibited from storing sensitive or mission-critical data on your systems' hard drive or handheld device
- All Department of Education system resources, including hardware, software programs, files, paper reports, and data are the sole property of the Department of Education, and there should be no expectation of privacy
- You are only authorized to use Department-approved USB drives
- Department-issued laptops should be physically secured with laptop locks in the workspace

Service Provisions and Restoration

- The Department of Education Network will be available for use by authorized users, at a minimum, during core business hours
- The proper controls are in place to ensure the restoration of critical information systems in the event that the Department of Education Network becomes inoperable

Warning Banners

All Government and Contractor personnel who request access to the Department of Education's computer network or systems must read, agree to, and adhere to the Department's Warning Banner before being granted access.

Standard Mandatory Warning Banner

- You are accessing a U.S. Government information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, and (4) all devices and storage media attached to this network or to a computer on this network. This information system is provided for U.S. Government-authorized use only
- Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties
- By using this information system, you understand and consent to the following:
- You have no reasonable expectation of privacy regarding any communications or data transiting or stored on this information system. At any time, the government may monitor, intercept, search and seize any communication or data transmitting or stored on this information system
- Any communications or data transiting by or stored on this information system may be disclosed or used for any purpose.

U.S. Department of Education Information Technology (IT) System Rules of Behavior

Remote Log on Mandatory Warning Banner/User Agreement

- You are accessing a U.S. Government information system, which includes this computer session, this computer network, and all computers connected to this network session.
- This information system is provided for U.S. Government authorized use only.
- Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.
- Personnel using remote access shall not download or store Government information on private equipment, optical or digital media.
- By using this information system, you understand and consent to the following:
 - You have no reasonable expectation of privacy regarding any communications of data transiting this information system. At any time, the Government may monitor, intercept, search, and seize any communications or data transiting this information system
 - Any communications or data transiting this information system may be disclosed or used for any purpose
- By logging on, I agree and consent to these terms and conditions.

By signing below, I acknowledge and accept the rules of behavior outlined above.

Name: _____
(Printed Name)

Email Address: _____
(Please Print Legibly)

Signature: _____