



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	Erica Evans
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	rachel.oglesby@ed.gov	EMAIL	Erica.U.Evans@omb.eop.gov
PHONE	(202) 245-7956	PHONE	(202) 881-6409

SIGNATURES

Authorization of the agreement:


 James Bergeron
 Acting Under Secretary
 Department of Education

2/12/25
 Date

/s/ Steven M. Davis

 Steven M. Davis (USDS Approver)
 Special Advisor
 U.S. DOGE Service

February 12, 2025

 Date