

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

<p>ASSOCIATION FOR EDUCATION FINANCE AND POLICY, INC.; THE INSTITUTE FOR HIGHER EDUCATION POLICY,</p> <p>Plaintiffs,</p> <p>v.</p> <p>LINDA MCMAHON, in her official capacity as Secretary of Education; U.S. DEPARTMENT OF EDUCATION,</p> <p>Defendants.</p>	<p>Civil Action No. 25-999-TNM</p>
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DECLARATION OF ABIGAIL DOE

I, Abigail Doe, declare as follows:

1. I am over the age of 18 and competent to testify to the matters described below. This declaration is based on my personal knowledge and information that has been shared with me through conversations with my colleagues.
2. I am submitting this declaration under a pseudonym as I am currently an employee of Defendant U.S. Department of Education and am concerned about potential retaliation.
3. Until I was placed on administrative leave on March 21, 2025, I worked in the National Center for Education Evaluation and Regional Assistance (NCEE), which is part of the Institute of Education Sciences (IES). Through my work for NCEE, I am familiar with the Regional Educational Laboratories (RELs) and the What Works Clearinghouse (WWC).
4. The REL program was created by 20 U.S.C. § 9564. There are ten RELs throughout the country. RELs work in partnership with state and local education departments and school

districts through which IES provides three types of services: applied research to meet the needs of our state and local partners; training and technical assistance; and dissemination of evidence-based programs, policies, and practices in user-friendly formats. These services are provided through five-year contracts, and a separate contract provides peer review to ensure that the applied research conducted through the RELs is scientifically valid. Much of the work on REL projects is performed by contractors.

5. The topics of REL research are never dictated by IES staff but always come from the local partners on the ground. The partners tell the contractors what they need help with and the REL contractors work with them to identify an approach to meet their need. They may meet their need through a single project or a combination of projects that include applied research, training, coaching, or technical support, and dissemination. IES staff earn and maintain a certification to manage contracts and that role is called Contracting Officer's Representative (COR). CORs for the REL Program reviewed their contractor's proposed work to ensure that it aligns with the goals of the REL Program.

6. On February 10, 2025, I attended an emergency meeting with other NCEE staff at which we were told that all of our contracts were being canceled by DOGE except for the REL contracts. We did not receive copies of the contract termination notices, which caused a lot of confusion about what was going on. Then, just three days later on February 13, a colleague received an email from the Contracts and Acquisitions Management office informing them that the REL contract they managed was being canceled after all. They forwarded the email to the entire IES/REL team. Shortly thereafter, the contracts for all of the other RELs were also canceled.

7. We were told nothing about the reasons for the contract cancellations. On February 13, the Department posted a press release on its website stating that the REL contracts were

canceled as “woke spending.” I do not know what this means. In the days after the President issued an Executive Order about DEI programs, CORs worked with contractors to make adjustments to their work to ensure compliance with that Order. However, we were never told to cancel specific projects as the RELs work on projects that local and state departments of education request.

8. During the February 10 meeting, we were told that the REL contracts would not be terminated, but would be recompeted. We recompet the REL contracts every five years, so we understood this to mean that, as expected, the contracts would be recompeted for the next cycle. To the extent there were concerns that any of the work in the current contract was contrary to new leadership’s goals, we could have made adjustments to the current contracts and created a new performance work statement for the next cycle—while ensuring that the work of the REL Program required by the Education Sciences Reform Act (ESRA) continued without interruption. But the contracts were cancelled, without the initiation of any new bidding process; as such, the RELs’ statutorily-mandated work has come to a halt for the foreseeable future.

9. In my opinion the abrupt cancellation of contracts with work midstream or in some cases near completion was an incredible waste of taxpayer money because most of the money was already spent and in many cases there will not be a finished product to show for all of that work and money. For example, each of the RELs was tasked with creating a toolkit for teachers and other practitioners to use based on a What Works Clearinghouse Practice Guide, and when the contracts were canceled in February, nine of the ten RELs had already completed their toolkits and were conducting efficacy studies to make sure the toolkits led to improved student outcomes. One REL had done outreach to thousands of school districts in order to find 40 (20 for the experimental condition and 20 for the control group) to test the toolkit as part of the efficacy study, and that study was in the midst of being conducted when the contract was canceled. Now the efficacy

studies will never be completed, meaning all the time and money spent to set them up was wasted. Had anyone asked me about what the status of the contract was before canceling it, I would have told them this.

10. On top of the waste associated with the never-completed efficacy studies, the toolkits themselves may never be released, and even if IES releases its rights to the data and the contractors choose to release it, it is harder to stand behind the toolkits' usability and IES cannot say with any degree of assurance how the toolkits impact student outcomes. Most of the toolkits focus on important skills like literacy and math and I would want them to get into the hands of educators, but if they aren't effective or could actually have harmful consequences, then the responsible course of action would be to refine the tool or subject it to further testing before releasing it. Without completing efficacy testing, it's hard to know if the tools are efficacious enough to circulate. Had anyone asked me about what the status of the contract was before canceling it, I would have told them this.

11. With respect to the What Works Clearinghouse, staff were working on three practice guides that were nearly complete when the contracts were canceled in mid-February. One of the three had already gone through peer review, but the other two had not, and the peer review contract in the Standards and Review Office (SRO) was also canceled. IES leadership tried to address this gap by allowing the IES staff to conduct internal peer reviews, but then almost everyone received RIF notices and was ordered to stop working as of March 21, so it is unclear how the peer review work on those near-completed practice guides will continue. All of the wasted work on these projects makes me sick to my stomach.

12. During the time between mid-February and mid-March, my supervisors, coworkers and I tried to figure out how we could continue doing our statutorily required work. Everyone was

very concerned about a potential reduction-in-force and we had no idea how it would be organized. During these conversations, we never imagined that entire centers would be let go. I frankly never expected that to happen given that the programs we worked on were mandated by Congress.

13. In the five weeks between the termination of the REL contracts and being placed on administrative leave, neither I nor any other NCEE colleague was tasked with re-establishing the REL program.

14. To my understanding, there is only one staff member left at NCEE. In my opinion based on my knowledge of NCEE activities, there is no way for one person to handle all of the projects that NCEE is required by statute to complete—including bidding and awarding the new contracts for RELs and overseeing those contracts.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 15, 2025

/s/ Abigail Doe
ABIGAIL DOE