



MARYLAND OFFICE OF THE INSPECTOR GENERAL FOR EDUCATION



Investigative Report Summary

OIGE Case 21-0015-I

Issued: August 26, 2022



MARYLAND OFFICE OF THE
INSPECTOR GENERAL FOR EDUCATION
Richard P. Henry, Inspector General



August 26, 2022

To the Citizens of Maryland and Prince George's County,

The General Assembly, at its First Session after the adoption of Maryland Constitution established throughout the State a thorough and efficient System of Free Public Schools; and shall provide by taxation, or otherwise, for their maintenance.¹ The Maryland Office of the Inspector General for Education (OIGE) plays a vital role in safeguarding the thorough and efficient system and the State funds provided to local school systems. Our primary mission is to prevent and detect fraud, waste and abuse, and educational mismanagement within School Boards, the Maryland State Department of Education (MSDE), the Interagency Commission of School Construction (IAC), the twenty-four (24) local education agency (LEA), and non-public schools who received State funding throughout the State of Maryland. Except under limited exceptions, the Inspector General may not disclose the identity of the source of a complaint or information provided.

Background

In September 2021, the OIGE initiated an investigation after receiving a series of complaints submitted by parents of Prince George's County Public School (PGCPS) students, county residents, and elected officials. The complaints alleged that the Prince George's County Board of Education's (PGBOE) Ethics Advisory Panel (EAP) used taxpayer funds to conduct an improper investigation of several elected Board members.

Additionally, the OIGE received complaints concerning the unauthorized release of an unapproved EAP report to representatives of the Prince George's County community. The report contained alleged findings by the EAP against PGBOE members but had not been presented to the board for approval.

The OIGE reviewed interviews conducted by the EAP, examined documents, and reinterviewed witnesses. Our review also included the examination of interrogatories completed by six (6) of the seven (7) Board Members completed as part of the EAP's initial investigation, along with follow-up questions provided by the EAP. Additionally, the OIGE conducted an extensive open-source investigation which proved vital in our analysis.

¹ Constitution of Maryland, Article VIII, Education, Section 1.

During our examination of the EAP's investigative report, our review indicated that several targeted PGBOE members initially declined to speak with members of the EAP or their investigator. There was not such hesitancy with the OIGE investigation.

Investigation

The OIGE received an initial complaint alleging the PGBOE EAP conducted an improper investigation into members of the PGBOE. The EAP alleged that seven (7) members of the PGBOE operated unethically concerning three main issues, 1) the vote to hire a private lobbyist, 2) the vote to extend and or expand a community workforce agreement, and 3) the reorganization of the PGBOE's administrative staff in violation of PGBOE Policy 0107.²

The OIGE did corroborate some statements found in the EAP's report after reviewing PGBOE meeting minutes, emails, board video meetings, and witness interviews. However, the OIGE found that the EAP's report omitted many contradictory statements. The OIGE also identified statements contained in the report which would be categorized as "opinion-based conclusions" and deemed as irrelevant or inconsistent with the factual findings. This document will not detail every conflicting statement OIGE discovered. Instead, it focuses on inaccuracies to show the unreliability of the EAP investigation.

EAP Undisputed Findings Statement

On December 2, 2021, the OIGE interviewed EAP Chair Gregory Morton (EAP Chair) in the presence of selected outside counsel. The OIGE asked the EAP Chair to clarify the explanation provided in section II of their report titled: "The Undisputed Findings Made by the Ethics Panel." The EAP Chair explained that the panel provided their findings to the PGBOE members under investigation and afforded those members opportunities to respond or to dispute the panel's conclusions. The EAP Chair said the members did not respond and hence, the panel defined their findings were "Undisputed." The EAP Chair advised they based their statement on the results of their investigation and the lack of responses. The EAP Chair stated to the OIGE that undisputed was not meant to imply that contradictory information did not exist but that the PGBOE members under investigation did not provide any such information to dispute their findings. The OIGE found this explanation to be misleading.

The EAP's outside counsel brought a copy of the EAP's investigative file to the EAP Chair's interview and provided a copy to the OIGE. Because this file was not initially provided, the OIGE did not have an opportunity to review the investigative file prior to the EAP Chair's interview. After the OIGE reviewed the PGBOE member's interrogatories contained in the EAP's investigative file, it was discovered that in fact six (6) of the seven (7) PGBOE members did provide contradictory evidence in their responses. The OIGE determined that the members did dispute a great deal of evidence the EAP used to support their final findings prior to the conclusion of their investigation. The EAP did not use the information in these responses.

² Prince George's County Public Schools, Board of Education Policy, Number 0107, Ethics Regulations

The EAP sent its findings to the PGBOE on July 23, 2021. On July 26, 2021, PGBOE Member Shayla Adams-Stafford, via counsel, filed a lawsuit against the EAP as both a collective entity and as individuals. Within the suit's initial filing, there is a section stressing "ERRORS OF MATERIAL FACT AND LAW IN ETHICS PANEL'S TENTATIVE FINDINGS." This section highlights many of the same errors, omissions, and factually inconsistent statements the OIGE discovered with the EAP's findings. Our review indicated the EAP did not reconsider its investigation despite being made aware of the issues within days of concluding its investigation.

The OIGE was advised by the EAP Chair and their outside counsel that their investigation was hindered when the PGBOE members did not attend their scheduled hearings. One PGBOE member advised the OIGE that they felt they would not get a fair hearing since none of the information they provided in their interrogatory was used in the EAP's report.

The OIGE did request a second interview with the EAP Chair, as well as interviews with each of the EAP members. The EAP members declined the OIGE's request and resigned en masse thereafter.

Vote To Hire A Private Lobbyist

The OIGE reviewed the EAP's findings that indicated the PGBOE's hiring of a private lobbyist violated PGBOE Policy 0107.

The OIGE determined the EAP investigation into this allegation was at best incomplete. Our investigation indicated the panel failed to consider information obtained which was contrary to their findings and in some cases relied on essentially inaccurate if not false information. The OIGE discovered major discrepancies regarding the EAP's investigation into the Board Lobbyist Contract. The OIGE found the following:

In Section II.A.2 of the EAP's Findings, it states the PGBOE lobbyist's hiring process did not include a "request for proposals (RFP)." There is no additional context or explanation, and the statement is open to interpretation with a negative connotation. The EAP's investigatory interviews showed that on May 10, 2021, the Ethics Panel interviewed the Director of PGCPSS, Purchasing and Supply Services Department (PSSD) and the former attorney for PSSD. During their interview, the PSSD Director informed the EAP that the contract for a lobbyist (\$120,000 per year) did not require an RFP: per PGBOE Policy 3323 "Business and Non-Instructional Operations."³

The OIGE found that prior to this interview, PGBOE member Burroughs (Burroughs) had provided information to the EAP as part of his initial response to interrogatories. On November 15, 2020, Burroughs had emailed Dr. Goldson (CEO of PGCPSS) the following:

"Dr. Goldson, Would you know where I find the RFP for this contract? I am not sure that one was done. I can't remember." Attached to the email was a PDF file

³ The contract was less than \$250,000 per year from a single vendor.

named "Lobbyist Contract."

On November 16, 2020, Dr. Goldson responded to Burroughs email stating:

"Good Morning. You don't need an RFP for this. It was considered a consultant."

The OIGE further reviewed Burroughs reply to the EAP's interrogatory request and found the following responses:

d. In entering into a contract with DJ Williams and Associates, LLC, did the Board follow the Board's Policy No. 3323 governing "Business and Non-Instructional Operations," including Non-Instructional and Non-Staff Development Contracted Services?" *To the best of my knowledge, yes. The Board followed the process as outlined by the CEO and Board Legal Counsel. (See Attachment 2)⁴*

i. If so, please provide any documentation reflecting the Board's compliance with this Policy.

ii. If not, why not?

Information or documentation regarding the Board's compliance with this Policy should be directed to Mr. Roger Thomas, Board Legal Counsel, whose scope of responsibilities includes, but is not limited to, ensuring the Board's compliance with contract laws and policies. In her letter to the County Council dated February 8, 2021, Dr. Miller stated that Mr. Thomas had confirmed to her directly that the contract was legally sufficient prior to her placing the approval of the contract on the agenda.

According to Law Insider.com, legally sufficient means "that the document has been reviewed by an attorney Component legal office, and determined to be in compliance with applicable statutes, regulations, policies, and procedures.

In addition, see attached emails regarding the contract process that includes input from Ms. Demetria Tobias, PGCPs General Counsel Diana Wyles, and Associate General Counsel of Contracts and Transactions. (Attachment 2)

The OIGE found the EAP did not include any of this information in their report.

Additionally, the OIGE found the EAP's report further contained the following:

When asked why there was a need for a Board-dedicated lobbyist when PGCPs has employed the services of other competent lobbyist, Mr. Burroughs responded that he felt the Board needed to employ a lobbyist whose loyalty was solely to the Board.

This statement gives the impression that this was Burroughs who provided the answer in direct response to a question from the EAP. Instead, the OIGE found this statement was attributed to

⁴ "See Attachment 2" is referenced as part of the email exchange and not included in this report.

Burroughs by PGBOE Chair Miller's (Miller) Interrogatory. In it, Miller described a conversation she had with Burroughs. Miller asked Burroughs, "why do we need to contract a lobbyist" and her recitation of Burroughs response was that he wants a lobbyist "which would be loyal to, and represent, the Board's specific interests."

Burroughs EAP interrogatory response was the following:

b. Did the Board and/or the CEO of the Prince George's County Public Schools {"PGCPS"} already have designated lobbyists performing lobbying activities on its behalf before State and local governments?

No, the Board did not.

The CEO does have designated lobbyists performing lobbying activities, however, these lobbyists report to the CEO, are managed by the CEO, and serve to represent the CEO's interest and not the interests of the Board. As mentioned in the next subsection below, often the interests of the CEO and the Board are not always aligned.

c. If the answer to Interrogatory No. 1(b) Is "Yes," why did you feel the need for an additional lobbyist appointed by the Board?

The Board's decision to hire its own lobbyist is just one piece of an overall strengthening of the support provided by the Board's staff (and contractors) that commenced in December 2020 to help advance our mission, values, objectives, and goals. The majority of Board members believed that the Board was relying too much on the CEO's staff, who ultimately represent the CEO's interests, and that we did not have sufficient support from staff and contractors that reported directly to the Board to advance the Board's own interest. To rectify this issue, the Board took several steps to increase our in-house abilities, including voting to hire a Policy Director, Academic Policy Director, Community Engagement Director, Communications Director, and its own lobbyist.

As it relates to the lobbyist, there are numerous reasons that several members of the Board of Education, including myself, recommended that the Board hire its own lobbyist. First, the Board previously engaged a lobbyist to manage legislative affairs between the Board and local, State, and federal elected officials and government agencies. This is not a new practice. Given the significant legislative issues currently presented to the Board of Education, including the General Assembly's passage of Kirwan, pieces of legislation proposed in the General Assembly that would alter the structure of the Board itself, and ongoing relationships with the County Government, several members of the Board, including myself, recognized that once again engaging an experienced lobbyist would be beneficial to the Board's work. In addition, the Board Members and the CEO often take opposing views on legislative issues and a lobbyist that reports to

the CEO could not effectively serve the interests of the Board when those disagreements arise. During the 2021 General Assembly session alone, there were multiple times when the CEO and Board Members disagreed on pieces of legislation.

Board Members and CEO have also had disagreements related to the budget amendment process. Since the County Council and County Executive ultimately approve the PGCPs budget categories, the Board of Education needs a lobbyist to effectively lobby County government officials to advocate for the passage of budget amendments. Given that the CEO and Board members sometimes disagree about budget amendments, the interests of the Board of Education could not be effectively served by relying on a lobbyist that reports to the CEO.

Another reason I felt that the Board would benefit from its own lobbyist is due to recent activities during the General Assembly's 2021 session. The Board voted on numerous occasions to support key pieces of legislation that was pending in the General Assembly. Unfortunately, due to the absence of a lobbyist that serves the interests of the Board, the Board's legislative priorities that were inconsistent with the CEO's priorities were not given proper attention by the CEO's lobbyists and no efforts were made to advance them in the General Assembly.

In addition to disagreements on legislative policies, there are times when the Board of Education has legislative priorities that would make it difficult and inappropriate for a lobbyist that reports to the CEO/Administration to be involved. For example, there were two bills in the General Assembly's 2021 session that would eliminate all of the appointed school board members. In other words, if passed, the impact of this bill would remove four (4) sitting board members, three (3) of whom are appointed by the County Executive and one (1) appointed by the County Council. As one could imagine, it would be very challenging for a lobbyist that reports to the CEO (who was also appointed and serves at the pleasure of the County Executive) to effectively advocate for passage of these bills that would remove sitting board members and reduce the County Executive and County Council's influence on the Board of Education. It would also be challenging for the CEO's lobbyist to zealously advocate for these bills, while having to maintain positive working relationships with County government officials.

These are just a few of the many reasons that underscore why I, and several other Board members, recommended that the Board of Education hire its own lobbyist to ensure the Board's legislative priorities are advanced as it has done numerous times in the past.

The OIGE found the EAP did not include any of the above information in their report.

Additionally, in paragraph II.A.6 of the finding's report, the EAP states, "*it appears that the lobbyist's principal duties were to promote the passage of one specific piece of legislation (HB624).*" The EAP's outside counsel reiterated this statement in its interview with Miller.

In response to the EAP's allegation that lobbyist, Contractor #1, was hired for the sole purpose of HB624, Burroughs provided the following information in his interrogatory:

"I cannot provide a complete list of the precise lobbying services provided by Mr. Williams and/or his organization because the services were provided directly to numerous other Board members in addition to myself.

From my limited personal understanding, the lobbying firm has provided comprehensive legislative advocacy in support of over two dozen legislative priorities identified by the Board."

Burroughs interrogatory continues, listing a detailed summary of approximately ten (10) legislative proposals (Bills) Contractor #1 acted on, to include writing position statements and briefs. Burroughs mentions the following,

"Contacted Senator Benson and coordinated her appearance at the Board's Operations, Budget, and Fiscal Affairs Committee meeting - January 21, 2021. Conducted daily search for new bills impacting PGCPS BOE, and PGC children, tracking the progress of each bill."

The OIGE found that the EAP did not include any of the above information in their report.

In addition to reviewing Burroughs interrogatory response to the EAP, the OIGE examined the BoardDocs⁵ site located on the PGBOE's website. This site archives all PGBOE committee meetings, and it provides previous agendas, minutes, and in many cases a video link to prior PGBOE meetings. Information contained in BoardDocs is publicly available and was accessible to the EAP during their investigation.

The OIGE reviewed the Policy and Governance Committee's (PL) meeting agenda for February 1, 2021. This review showed that "Section 4 – Legislative Update" was subdivided in two categories: "4.1- MABE Legislative Updates," and "4.2 - Legislative Updates." The explanation associated with item 4.2 detailed Contractor #1 related legislative efforts and was provided on DJ Williams and Associates letterhead. This document references legislative (Bills) updates for PG-506-21, SB126/HB237, HB140, HB496, SB576/HB740,⁶ and General Assembly updates. There were no HB 624 updates mentioned, the sole legislative action (Bill) that the EAP believed Contractor #1 was hired for.

The OIGE also reviewed the February 17, 2021, PL Committee meeting. Again, Section 4 of the agenda was divided in two categories. The category for associated with "4.2 – Legislative Updates" detailed the work of Contractor #1 and was submitted on DJ Williams and Associates letterhead. The document contained updates associated with SB 478/HB16,

⁵ www.boarddocs.com, BoardDocs is the intuitive paperless meeting management software.

⁶ "SB" refers to Senate Bill and "HB" refers to House or House of Delegates Bill

HB1089, HB461, SB890/HB608, SB665/HB715, SB470/HB439, and General Assembly updates. There were no HB 624 updates mentioned.

Lastly, the OIGE was able to locate and access a publicly available video pertaining to the Prince George's County (PGC) House Delegation subcommittee on Education meeting which occurred on February 3, 2021. The video showed that several PGC State Delegates and PGBOE members were present. In this video, Miller introduced Contractor #1 as the PGBOE lobbyist and discussed the board's five (5) legislative priorities for 2021.

There is no indication from the documents and materials provided by the EAP that they searched for or located this information which was readily available on PGBOE's publicly accessible website.

Our investigation determined that the PGCPs CEO and the PGBOE had hired contract lobbyists in the past and that the use of a contract lobbyist did not violate any provisions within BOE Policy 0107.

In the EAP's finding, they stated the PGBOE did not use an RFP in the hiring of a lobbyist. The OIGE further revealed that the EAP had contacted the Director of Purchasing and Supply, and their assigned counsel, and were informed that the PGBOE did not need to issue an RFP pursuant to PGBOE Policy 3323. Additionally, the OIGE obtained an email communication from the EAP's investigative file showing that a PGBOE member contacted the CEO concerning the need to issue an RFP. The CEO advised the member that an RFP was not required because the services fell under the category of a consultant.

Community Workforce Agreement

The OIGE reviewed the documents and EAP report concerning an allegation that the members of the PGBOE were attempting to vote on expanding or extending a Community Workforce Agreement (CWA). The OIGE reviewed information which was contained in the EAP's case file and publicly available through BoardDocs and other PGCPs media. The OIGE determined that the vote to expand the use of the CWA and implemented when deemed appropriate by the PGCPs CEO on March 1, 2021, was unrelated to LiUNA.⁷ Furthermore, there appeared to be no basis for any of the PGBOE members to disclose specific information at the vote or recuse themselves. Comparing information in the EAP's possession or readily available against their own findings suggests that the EAP did not correctly analyze the information, did not consider evidence contrary to their findings, and in some cases relied on unsubstantiated data. The OIGE discovered major discrepancies regarding the EAP's investigation into the CWA.

The OIGE reviewed the EAP report related to paragraph II.B.5 of the findings. The EAP wrote:

Following completion of the foregoing projects, Board Member Burroughs

⁷ www.liuna.org, Laborers' International Union of North America

initiated an attempt to extend the aforementioned Project Labor Agreement, which he characterized as a "Community Workforce Agreement," or "CWA." On December 08, 2020, he prepared a Board Action Summary, or "BAS," containing a proposed Resolution that would extend similar conditions as were contained in the Project Labor Agreement to additional capital construction, including "demolition of existing structures," "asbestos removal and remediation," "excavation, site utilities, site foundations, and concrete flatwork," "masonry," and "paving of parking lots and driveways." At no time during the introduction of this Resolution, either before the Board's Operations, Budget and Fiscal Affairs Committee or later before the entire Board, did Board Member Adams-Stafford indicate that, in the run-up to her election in November 2020, she received campaign contributions from LiUNA of at least \$6,000.00. Nor did she recuse herself from voting on extending the CWA.

Throughout the findings, the EAP refers to the second CWA as an "extension" of the first CWA, while the actual word used was "expanding." The OIGE found this assertion to be misleading. Based on our review, it appears the assertion's purpose was to connect the second CWA to LiUNA and to build the narrative that certain PGBOE members should have recused themselves from the second CWA vote.

In paragraph II.B.12 of the findings, the EAP wrote:

*Ms. Adams-Stafford nonetheless voted to approve a Resolution on March 1, 2021, which would extend Community Workforce Agreements to other construction and renovation projects going forward without disclosing LiUNA's substantial contribution to her election campaign and without recusing herself. While Board Member Adams-Stafford insisted in response to Supplemental Interrogatories propounded by the Ethics Panel that the "[t]his CWA allows the CEO and the procurement office to determine the contractors," the Resolution prepared by Board Member Burroughs and voted on by Ms. Adams-Stafford specifically stated that the Pilot Project "demonstrated that working with LiUNA is both **achievable and desirable**. (Emphasis added.)*

Absent clarification, the COO and Director of Capital Projects believed this to be an expression of the Board's directive to continue contracting solely with LiUNA in future agreements for the work designated in the Resolution.

The OIGE found that the Resolution referenced by the EAP was derived from a draft of the CWA. The OIGE located the draft and final CWA which was voted on by the PGBOE in the EAP's case file. The final Resolution was attached to a letter dated January 28, 2021, from the PGBOE, Operations, Budget, and Fiscal Affairs Committee to the PGBOE Chair. The draft CWA listed the Board Action Date as "TBD." The final CWA Board Action Date was February 11, 2021.

The OIGE accessed the publicly available PGBOE BoardDocs website and found to the March 01, 2021, Special Board Meeting. Here the OIGE located the "View Agenda" tab and then the "4.2

Resolution Expanding Community Workforce Agreements for Capital Improvement Projects.” The OIGE located documents pertaining to the review process as well as a letter dated February 4, 2021, from the Policy and Governance Committee to the PGBOE Chair. The Resolution the PGBOE voted on does not contain the quote EAP attributes in paragraph II.B.12. The Resolution states,

The pilot CWA approved by the Board of Education in 2020 has demonstrated that minority contractors and construction trade unions can work together successfully to deliver a project on time and on budget, and create workforce opportunities for county residents.

Although there is no mention of vendor LiUNA in this Resolution, the last statement in the EAP’s paragraph II.B.12 states,

Absent clarification, the COO and Director of Capital Projects believed this to be an expression of the Board's directive to continue contracting solely with LiUNA in future agreements for the work designated in the Resolution.

The OIGE and EAP separately interviewed the Chief Operating Officer (COO) for PGCPs. During the OIGE interview with the COO, he described the above EAP statement as “not true.” The COO advised that when the PGBOE wanted to expand the CWA, the CWA was to use all union companies for the CIP program, and the CWA was not limited to LiUNA. The COO advised the OIGE that he specifically told the EAP that the expansion of the CWA had nothing to do with LiUNA, “they didn't get it,” and “the second round did not mention LiUNA, I can tell you that, we weren't working from that perspective.”

The OIGE and EAP separately interviewed the Director - Capital Improvement Projects (CIP) for PGCPs. The CIP Director told the OIGE that after completing the pilot project, the PGBOE, spearheaded by Burroughs, proposed expanding the CWA to using labor unions for all PGCPs construction projects and it was not limited to LiUNA.

In paragraph II.B.13 of the findings report, the EAP states,

The Resolution concluded with a mandate, i.e., “that Community Workforce Agreements . . . shall be incorporated into the procurement of PGCPs capital improvement projects” on the “scopes of work” described in Finding #5 above (Emphasis added). Thus, Board Member Adams-Stafford participated in a vote that was in fact taken during the Board's March 1, 2021 meeting in which a Resolution extending the concept of the original Community Workforce Agreement was directed to PGCPs staff responsible for purchasing, bidding, and capital projects. Ms. Adams-Stafford must have reasonably believed that the continuation of this practice would benefit LiUNA, which had purportedly been successful in securing its hand-picked contractors to bid on work procured by PGCPs and would likely do so again.

As in the case above, the Resolution the EAP mentions in the above paragraph is derived from a draft of the CWA and not the final CWA. The Resolution the PGBOE voted on does not contain the quote EAP attributes in the above paragraph. The Resolution states,

“Now therefore be it resolved that meet Prince George's County Public Schools minority business requirements, Maryland prevailing wage requirements, and diverse workforce stipulations be considered and if appropriate be incorporated into the procurement of PGCPS capital improvement projects for the following scopes of works.”

The Resolution places the implementation and execution of the CWA entirely in the hands of the PGCPS CEO. The Resolution neither mandates nor implies the use of LiUNA in future construction projects.

In all the above examples, the EAP had the draft and final CWA in their possession. The EAP only quoted the draft and in so doing, recklessly created a narrative of unethical conduct by the elected members of the PGBOE.

In addition to the information obtained by the OIGE, it is important to note the following information concerning the second CWA was provided to the EAP through their respective interrogatory responses.

PGBOE Member Edward Burroughs provided the following information:

As it states at the bottom of the resolution, this vote was to direct the CEO to consider the value of CWAs and to give the CEO the power to decide "if appropriate" to have CWA standards incorporated into the procurement of PGCPS capital improvement projects for certain capital improvement projects. I want to underscore that under this resolution, the CEO and her staff have full power to choose which unions and companies to partner with to accomplish this goal and that decision was not made by any member of the Board of Education.

PGBOE Member Kenneth Harris (Harris) provided the following information:

It is my understanding that the resolution passed during the March 1, 2021 meeting is a policy document to expand the scope of the original pilot program. As identified by the title and content of the proposal this is purely a resolution. The pilot program is referenced within the Resolution Expanding Community Workforce Agreements for Capital as "pilot CWA" and references the intention of an expanded scope, which this resolution fulfills, based on "success." Again this is NOT an extension of contracts to ANY specific organization or group.

PGBOE Member Raaheela Ahmed (Ahmed) provided the following information:

I joined my colleagues in April 2019 to vote for, and overwhelmingly pass, this resolution that established a pilot community workforce agreement. The resolution is NOT equivalent to a contract award, and did NOT name any specific parties that

would be contracted for the work. At the March 1, 2021 meeting, I joined my colleagues to vote for and pass this resolution that expanded the pilot program. The resolution was heard in the Board committee that I chair prior to the March 1 meeting. The committee voted to recommend approval of the resolution, as did the OBFA Board committee. The resolution is NOT equivalent to a contract award, and did NOT name any specific parties that would be contracted for the work.

And PGBOE Member Adams-Stafford provided the following information:

Please note the end of the document; the vote was to direct the CEO to determine the value of CWAs and determine, "if appropriate, be incorporated into the procurement of PGCPS capital improvement projects." The CEO and her staff control procurement of capital project contractors NOT the Board. She is fully capable of making those decisions free from influence from the Board of Education.

All the above information was provided to the EAP but was not included in their findings.

Despite having all of the above information the EAP concluded,

Given the legal and practical challenges created by such agreements, it would appear that Board Member Adams-Stafford's decision to vote on March 1, 2021 to extend the concept of PLAs to additional types of construction and renovation work, was largely a quid pro quo for the substantial campaign contributions she received from LiUNA, the original PLA's chief sponsor. This constitutes a clear violation of Board Policy 0107 as a form of self-dealing and a blatant conflict of interest that, at the very least, required Board members who benefited from such campaign contributions to inform the public of these contributions at the time of the vote and/or to recuse themselves from discussing or voting on the extension of any similar PLA at the March 1, 2021 Board meeting.

The OIGE asked the EAP's outside counsel if the "contribution disclosure" on the State's Board of Elections website would meet the PGBOE member's notification of the campaign contribution or is more required. The EAP counsel responded, *"that's a good question."* EAP counsel further elaborated that even though the existence of the campaign contribution is listed on a publicly accessible website, it is still unethical in the mind of the EAP because the PGBOE members were voting to approve a lucrative contract to an entity that had donated to their campaign, and they did not disclose this before the vote. The EAP felt the donations should have been disclosed to the other Board members prior to the vote. The EAP counsel claimed this violates the prestige of office and quid pro quo since there was personal enrichment. It should be noted that both votes involving the CWA were passed unanimously by the PGBOE.

The OIGE also reviewed the 2017 PGBOE Handbook. This publication provides guidance to PGBOE members and explains the roles and responsibilities of its board advisory councils and committees. The publication further denotes: *"The Boards Ethics Panel is responsible for*

reviewing all financial disclosure statements for completeness of form and for determination of any existing or potential conflicts of interest.”⁸

In this case, LiUNA was not paid for the CWA pilot program and the second CWA had nothing to do with LiUNA.

Reorganization Of Board Administrative Staff

The EAP report found that the Board Staff reorganization was unethical. The OIGE reviewed the EAP’s video interview of Chair Miller. The EAP’s counsel, discussed the *Board of Education of Howard County v. Renee Foose* and advised Miller that the State Board of Education found, "unlike the rest of the system, which reports to the, in your case the CEO, and in other districts the Superintendent, the Board has the right to hire, manage and fire its own internal staff."

In paragraph II.C.2 of the findings, the EAP reiterates this by writing, "the State Board has decreed that the Board has *"supervisory powers over the employees who report directly to it."*

The OIGE also reviewed the information PGBOE Member Joshua Thomas (Thomas) provided to the EAP. In his interrogatory response, Thomas stated:

The PGCPHS Human Resources Department developed the job descriptions and determined whether applicants were qualified for the position.

The CEO and her designees were fully involved with every step of the Reorganization process, including attending every meeting of the Reorganization Committee. PGCPHS Human Resources Department handled the development of job descriptions, the posting of jobs online, and the initial review of all applicants to determine if they were qualified for the position. The Reorganization Committee selected applicants for interview from a pool of applicants that the PGCPHS Human Resources Department independently deemed qualified for the particular position.

The OIGE determined that the PGCPHS Human Resources Department had been involved throughout the hiring process.

Lastly, during the OIGE’s interview with the EAP Chair, the EAP counsel stated that Boards generally have the right to self-management and would not be required to follow the standard county hiring procedures. Despite many references by the EAP that the PGBOE does not have to follow standard hiring procedures, and the fact the PGBOE consulted with the PGCPHS Human Resources Department during the process, the EAP however determined the event to be unethical.

⁸ The Prince George’s County Board of Education, Board of Education Handbook, Revised November 2017

Findings

1) The OIGE substantiated that the PGBOE Chairperson violated PGCPS BOE Policy 0107, Authority, Duties and Responsibilities of Ethics Panel.

The OIGE found that the Chairperson failed to recuse herself during the June 6, 2022, PGBOE meeting when voting to accept the findings of the EAP. The OIGE investigation determined that the Chairperson had filed a complaint, had been interviewed, and provided information to the EAP. Additionally, the OIGE determined that the Chairperson did assist a non-profit agency and an individual with the filing of their respective complaints. The actions taken by the Chairperson would have precluded her from rendering a fair and impartial vote and subsequent enforcement action.⁹

2) The OIGE substantiated that the Ethics Advisory Panel (EAP) violated PGCPS Board Policy 0107 governing procedures for Complaint Under Oath.

PGCPS Policy 0107 states any person may file a complaint with the EAP alleging a violation of any of the provisions of said policy. The policy further states a complaint shall be in writing and under oath.¹⁰ Our investigation revealed only two (2) of the initial five (5) complaints associated with this investigation met this requirement.

3) The OIGE substantiated that the Ethics Advisory Panel (EAP) violated PGCPS Board Policy 0107, Administration – Ethic Panel.

The OIGE found that the EAP cited a heavy workload in their request for counsel and claimed that "requesting authorization for other counsel by the Board of Education creates a conflict of interest for the Board of Education members implicated in the actions currently under review." At the time of the EAP's request for separate counsel, none of the members of the PGBOE were named in a pending sworn complaint before the EAP. Based on our review, the OIGE could not substantiate the EAP's conflict of interest claim. Additionally, the OIGE found the EAP did not follow established PGCPS policies or procedures when they requested counsel. PGCPS's Policy states:

*"The General Counsel for PGCPS shall assist the Panel in carrying out its duties. If a conflict of interest under this Policy or another conflict prevents the General Counsel from assisting the Panel in a specific matter, **the Panel shall request the Board appoint other counsel to assist the Panel in the matter.**"¹¹*

Based on our review, the EAP failed to establish a justification or conflict as directed under PGCPS Board Policy 0107 which requires permission to seek outside counsel.

⁹ Prince George's County Public Schools, Board of Education Policy, Policy Number 4116, Personnel, Conflict of Interest, Page 1, Dated 04/29/2010.

¹⁰ Prince George's County Public Schools, Board of Education Policy, Policy Number 0107, Ethics Regulations, Authority, Duties and Responsibilities of Ethics Panel, Page 4, 2(a), Dated 03/21/2017.

¹¹ Ibid, D,6

4) The OIGE substantiated that the Acting General Counsel violated PGCPS Board Policy 3323, Business and Non-Instructional Operations.

The OIGE found that the PGCPS Acting General Counsel (AGC) approved the EAP request without identifying a conflict. The AGC merely cited they were “short-staffed” and “overwhelmed with COVID-related legal issues.” Our review further discovered the AGC did not consult with the PGCPS’s Purchasing and Supply Department to ascertain or include standard terms, condition requirements, or a contract expiration date. The contract, as it was written, would have allowed outside counsel to bill PGCPS more than the \$250,000 fiscal limit.¹²

A procedural review indicated the AGC failed to maintain oversight and control of invoices submitted by outside counsel. Our investigation found that there were provisions in the contract which allowed the AGC to "request and receive copies of, inspect, and/or observe the attorney work product and/or process for the preparation of documents and/or records relating to the Ethics Committee." Our review indicated this did not occur.

The OIGE did find that upon the appointment of permanent PGCPS General Counsel (GC), the initial contract was terminated, and a new contract issued. (Due to the situational complexity of this matter and time involved, the GC determined the changing of outside counsel would be inappropriate.) The OIGE found that the new contract was reviewed by the Purchasing and Supply Department and included the required terms and conditions. Following the issuance of the contract, the GC conducted regular reviews of invoices which indicated a reduction in billable hours.

5) The OIGE substantiated that the Ethic Advisory Panel (EAP) violated PGCPS Board Policy 0107, Authority, Duties and Responsibilities of Ethics Panel.

The OIGE found that the EAP did not provide a complete and fact-based report. Throughout the OIGE interview process, it was discovered that information contained in the EAP’s report was improperly referenced or factually inaccurate. Our investigation indicated that exonerating statements made by witnesses and other PGCPS reports were not included in the final report provided to the committee. The OIGE found the cost associated to the EAP’s investigation exceeded \$100,000.

Recommendations

Our investigation substantiated that the Chair of the PGBOE, the Acting General Counsel, and the Chair of the PGBOE Ethics Advisory Panel violated PGCPS Board Policy 0107. These violations indicated an apparent misunderstanding or disregard for board policies which allowed the EAP's "investigation" to expand without the appropriate oversight. Based on our review of the matter, the OIGE makes the following recommendations:

¹² Prince George’s County Public Schools, Board of Education Policy, Policy Number 3323, Business and Non-Instructional Operations, Non-Instructional and Non-Staff Development Contracted Services, Page 3, Dated 04/29/2010.

- 1) The PGBOE should review Board Policy 0107 to determine if it provides adequate guidance to all PGBOE and PGCPS members. The role and responsibilities of the EAP should be clarified. Without further clarification, future boards and EAPs will be susceptible to repeating the events as outlined in this report.
- 2) The PGBOE and PGCPS, Office of General Counsel should review and clarify what action(s) constitutes a conflict, pursuant to Board Policy 0107, and review current procedures which govern the award and/or issuance of outside legal services due to a perceived conflict.
- 3) The PGBOE should review the PGCPS Purchasing Manual and comply with all applicable board policies, state and county laws and guidance governing contract solicitation and procurement procedures.
- 4) The Board should review Board Policy 3323 and governing procedures to ensure competition in procurement is preferred in making certain they obtain fair prices for services. Contracts should be competitively procured to ensure transparency and are the best value for the board.
- 5) The PGBOE should review policy and procedures governing the boards investigative use of the EAP and ensure that investigations are not based upon premature beliefs or conclusions as to guilt or innocence but are guided by the facts.

The OIGE understands information may be changed or updated after an investigation has been completed. The OIGE appreciates the cooperation provided by the members of the Prince George's County Public School – Board of Education, Prince George's County Public School – Office of the Chief Executive Officer, and the Prince George's County Public School – Office of General Counsel.

Consistent with Education Article §9.10-104, because the Inspector General has identified issues of concern that would not constitute a criminal violation of State law, the Inspector General will report the issues of concern to the Governor, the General Assembly, the State Board of Education, and the State Superintendent of Schools.

Respectfully,



Richard P. Henry
Inspector General

Cc: Hon. Lawrence J. Hogan, Jr, Governor – State of Maryland
Hon. William C. Ferguson IV, President – Maryland State Senate
Hon. Adrienne A. Jones, Speaker – Maryland House of Delegates
Hon. Clarence C. Crawford, President – Maryland State Board of Education
Hon. Mohammed Choudhury, MS, State Superintendent of Schools
Dr. Juanita D. Miller, Ed.D., Chairperson, Prince George’s County Board of Education
Dr. Monica E. Goldson, Ed.D., Prince George’s County Public Schools
Ms. Tammy L. Turner, Esq., Prince George’s County Public Schools General Counsel