



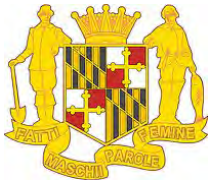
MARYLAND OFFICE OF THE INSPECTOR GENERAL FOR EDUCATION



Investigative Synopsis

OIGE Case 25-0005-I

Issued: November 13, 2025



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



November 13, 2025

To the Citizens of Maryland and Somerset County,

The General Assembly, at its First Session after the adoption of the 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 crucial role in protecting State funds allocated to local school systems. Our main goal is to prevent and uncover fraud, waste, abuse, and educational mismanagement within School Boards, the Maryland State Department of Education, the Interagency Commission of School Construction, the twenty-four (24) local education agencies, and non-public schools that receive State funding across Maryland.

EXECUTIVE SUMMARY

During March 2025, OIGE received numerous complaints regarding the Somerset County Public Schools Board of Education's (the Board) procurement of legal services.

OIGE's review focused on how these services were procured and examined the objectives of Maryland Procurement law, as outlined in the Code of Maryland Regulations (COMAR) Title 21 – State Procurement Regulations. COMAR §21.05.07.06 states that the purpose of soliciting bids or offers is to foster competition in obtaining necessary goods and services in a cost-effective manner. OIGE recognizes the Board's authority to contract any legal services provider of its choice and will summarize some of the previous review actions taken that we consider relevant to our reporting.

OIGE found that the SCPS Board violated state law and SCPS Board Policies in the procurement of its current legal services.

Procurement Practices

In any government procurement system, the purpose of the public procurement rules is to ensure fairness among competitors, maximize competition, and deliver the best value to the government agency using taxpayer funds.

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

Procurements must be conducted fairly and impartially, avoiding even the appearance of impropriety. The goal of preventing such appearances is to maintain public trust in the procurement process, ensuring fair treatment of competitors and that taxpayer funds are used properly and without favoritism toward or against any offeror.

Somerset County Public Schools (SPCS) Board of Education

The Board comprises five elected members: Board Chairperson/District 4, Matthew Lankford; Vice Chairperson/District 1, Andrew Gleason; District 2, Mary Beth Bozman; District 3, William McInturff; and District 5, John Robertson.² Following Allen Ford's resignation in the spring of 2025, John Robertson was appointed to the position in July 2025.

The Board's primary responsibilities are established by Maryland State law. The duties include, but are not limited to, establishing board policy, adopting the local school system's operating budgets, establishing curriculum guidelines, communicating with citizens within their community, and selecting and hiring the Superintendent. The Board meets in open session at least once a month to discuss items such as events, contracts, and issues occurring within the school system. The Board also allots time for public comments and community feedback.

The Board is permitted to contract with their own legal services as outlined in Maryland Code, Education, § 4-104(a)(1) except as provided in subsection (c) of this section, each county board may: (i) Retain counsel to represent it in legal matters that affect the board; and (ii) Contract for the payment of a reasonable fee to the counsel. (2) Funds for these fees shall be included in the annual budget.³

Role of the Superintendent

Maryland State law defines the Superintendent's responsibilities, which include, but are not limited to, implementing board policies, recommending proposed operating and capital budgets to the Board, executing approved budgets, recommending curriculum to the Board, and approving contracts entered into by the school system. The Superintendent attends all Board meetings and is responsible for providing updates to the Board on SCPS activities. Although the Board and the Superintendent of Schools have different roles in areas such as financial matters and Board policies, they depend on each other to fulfill their mandates. For example, it is the Board's responsibility to establish policies for the school system, and the Superintendent's responsibility to implement those policies.

² Board Members, (October 9, 2025) <https://someset.k12.md.us/page/board-members>

³ MD Code, Education Article §4-104

Maryland Code, Education, § 4-205, outlines the powers and duties of each county superintendent. These powers include:

(c)(2) Subject to the provisions of § 6-203 and Title 6, Subtitle 4 of this article and without charge to the parties concerned, each county superintendent shall decide all controversies and disputes that involve:

- (i) The rules and regulations of the county board; and
- (ii) The proper administration of the county public school system.

Additionally, “(d) A contract made by a county board is not valid without the written approval of the county superintendent.”

SCPS Request for Proposal, RFP#2023-01 Qualified Law Firm or Individual to Provide Legal Services

On July 14, 2023, the School Board issued RFP#2023-01 to contract with a qualified law firm or individual to provide services as counsel for the Somerset County Board of Education. The 48-page document contains seven parts:

- Scope of Work - General,
- General Terms and Conditions,
- Proposal Format,
- Scope of Work – Instructions and Scope of Services,
- Evaluation and Selection Procedures,
- Appendices,
- Attachments

The RFP established standards for insurance requirements, fiscal integrity, experience capabilities, legal compliance, payment terms, and scope of services required for the legal services contract. The RFP further required that any future purveyor of legal services acknowledge confidentiality in their work, comply with applicable laws, and conduct fingerprinting and criminal background checks if required. The Board provided the public and respondents with the evaluation criteria and process before the commencement of the procurement process.

Somerset County Board of Education Policy 100-18

The Board enacted SCPS Board Policy 100-18 on March 16, 1999, made the most recent revision on November 18, 2008, and rescinded it on February 13, 2025. The policy established the attorney selection process and outlined the associated fees⁴. 100-18 codified the Board's right to retain an attorney for legal counsel and related services. Per 100-18, the Board reappoints the attorney each

⁴ “Retainer Fees for general services will be set at the time of appointment, when arrangements will also be made for additional compensation for special services.”

January for the subsequent fiscal year (beginning in July). 100-18 required the Board to use the following selection procedures at least every five years.

- (1) A general advertisement will be placed seeking firms interested in serving as the Board's legal counsel.
- (2) Law firms within the county will be contacted by letter to determine interest in being considered.
- (3) A request for qualifications will be sent to firms that indicate an interest.
- (4) Firms expressing an interest will be interviewed by a committee consisting of a quorum of Board members and four staff members.

The policy states that the decision to seek legal services on behalf of the school system will "normally" be made by the Superintendent; however, Board members can also seek assistance if required, and the Board will notify the Superintendent of their activity. The request must be consistent with Board policy and based on the "obvious need of the school system."

Code of Maryland Regulations Title 21-State Procurement Regulations

Although a local board of education is not required by state law to follow State Procurement Regulations, SCPS Board Policy 200-14 requires the Board and SCPS to follow State Procurement guidelines.

Title 21, State Procurement Regulations, outlines the standards and requirements that government entities must follow when procuring products and services. It also requires that each procurement agency establish written procedures for maintaining procurement records until they are audited, or for a period of three years after final payment, whichever occurs first.

COMAR 21.05.07.04 classifies the three categories of "Small Procurements." These classifications are based on the proposed total cost of the procurement. Category I is \$5,000 or less, Category II is more than \$5,000 but not more than \$50,000, and Category III is more than \$50,000 but not more than \$100,000. The Board allocated between \$50,000.00 and \$100,000.00 in funds for the Board's legal services for Fiscal Years 2025 and 2026. As such, the procurement of legal services would be classified as Category III.

COMAR 21.05.07.06 defines the State standards of each procurement classification and asserts that the purpose of "soliciting bids...is to foster competition in obtaining needed items in a cost-effective manner." To that end, §.06 requires "procurement agencies shall use written solicitations in attempting to achieve Category III solicitation objectives." §.06 also requires that "responsive bids or acceptable offers from at least two vendors should be obtained." §.06 creates an exception to the written requirement if the procurement is done as a "Sole Source." The conditions to use a sole source procurement are outlined in COMAR 21.05.05.02. These conditions include "When only one source exists which meets the requirements." Additionally, §.02 requires that the above determination "and the basis for it shall be in writing."

COMAR 21.07.01.12 –defines Termination of Convenience as a mandatory provision for all contracts. To that end, §.12 includes the following clause as a preference:

(1) Alternate Clause - Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

Chesapeake Charter Inc. V. Anne Arundel County Board of Education, No. 86 Sept. Term. 1999 Court of Appeals of Maryland decided: March 7, 2000⁵

The case involves a procurement dispute between three school bus contractors and the Anne Arundel County Board of Education. The Maryland Court of Appeals affirmed that, although the county board of education is a unit of state government, it is not subject to the State General Procurement Law, and the Maryland State Board of Contract Appeals has no jurisdiction over it. Instead, procurement by school boards is governed by the Education Article of Maryland law, and disputes are referred to the Maryland State Board of Education.

Somerset County Board of Education Policy 200-14, Bidding and Purchasing⁶

The Board enacted SCPS Board Policy 200-14 on June 15, 1982, and made the most recent revision on September 18, 2018, establishing a bid and purchasing policy for SCPS non-emergency repairs. SCPS "recognizes and supports" the provisions of the Annotated Code of Maryland, Section 5-112 of the Education Article.⁷ All SCPS purchases shall be made according to applicable Maryland laws in place at the time of the purchase using quotations, requests for bids, requests for proposals, cooperative purchasing agreements, national contracts, piggyback bids, and other methods that comply with this policy.

Prior Legal Counsel

On October 17, 2023, after a three-month procurement process, the Board voted to enter into a new contract for legal services, as outlined by RFP #2023-01. It should be noted that the school system, under the previous board's direction, issued this RFP. The school system formed an evaluation panel and received proposals. The evaluation panel reviewed the proposals, ranked them, and presented its recommendation to the Board. Ultimately, the Board contracted with the same law firm that had previously provided legal services. Board member Gleason expressed concerns that the RFP process did not follow the Board's procurement policy, 100-18. The Board approved the contract by a 3–1 vote, with Gleason dissenting. He renewed his concerns during the

⁵ Chesapeake Charter, Inc. v. Anne Arundel Cnty. Bd. of Educ., 358 Md. 129, 747 A.2d 625 (2000)

⁶ Somerset Cnty. Bd. of Educ., Bidding and Purchasing, Policy No. 200-14 (Sept. 18, 2018)

⁷ MD Code, Education, § 5-112

annual contract review discussions held in the open session meetings of January 2024 and January 2025.

On February 13, 2025, the Board met in closed session, during which it voted to terminate the prior legal services contract. During the closed session meeting, Lankford voiced his concerns about the prior counsel. Ford also voiced his concerns that the Board never received feedback when they asked the prior counsel questions, continuing by saying the prior counsel did not provide the guidance or advice that the Board needed. The Board voted to terminate the contract and wrote a letter to the prior counsel terminating the Board's contract with them, as permitted by the contract's five-day termination for convenience clause.

FINDINGS

1. The OIGE found the Board violated Maryland Code, Education Article §3-1204 Meetings⁸. On February 13, 2025, in closed session, the Board voted to terminate its prior counsel's contract. Voting to terminate the contract would be defined by §3-1204 as "taking action." Article §3-1204 permits the Board to meet and deliberate in closed session, provided that all "action", in this case the vote, be taken in a public meeting. The Board did not vote on the termination in the public section of the meeting and therefore violated §3-1204.
2. OIGE found the Board violated Maryland Code, Education Article §3-1204 a second time. On February 13, 2025, the Board voted to hire their current counsel in the closed session meeting. As previously discussed, this vote needed to be taken in open session as required by §3-1204. The vote took place in closed session, and the Board did not "take action" (vote) on the new contract in open session; therefore, the Board violated §3-1204. The OIGE acknowledges that the Board can contract for legal services with the firm of its choosing, provided the services are appropriately procured in accordance with the law.
3. OIGE found the Board violated SCPS Board Policy 100-9, Adoption of Board Policy Procedures.⁹ On February 13, 2025, the Board proposed amending SCPS Board Policy 100-18 in an open session. SCPS Policy 100-9 states that before a policy is formally adopted or amended, it will be received at the regular meeting of the Board of Education as a Proposed Policy for a first reading and discussed. Following the presentation, the Board may receive the proposal for action at the next regular meeting, which may include a second reading, discussion, and final vote. As the Board voted to rescind the policy without soliciting "reaction" (public input) and without waiting until at least the next open meeting for a second reading and final vote, they therefore violated SCPS Board Policy 100-9.

⁸ MD Code, Education, § 3-1204

⁹ Somerset Cnty. Bd. of Educ. Policy No. 100-9 (Feb. 13, 2025)

4. OIGE found that the Board violated SCPS Board Policy 200-14 by failing to comply with State Procurement Laws when obtaining the current legal services. As noted above, the Board allocated between \$50,000 and \$100,000 in funds for the legal services of Board members for Fiscal Years 2025 and 2026. Therefore, the procurement of legal services would be classified as Category III under COMAR 21.05.07.06, which requires “procurement agencies shall use written solicitations in attempting to achieve Category III solicitation objectives.” OIGE subpoenaed all documents related to the selection process of the current counsel. The documentation provided only referenced the current counsel, indicating that this was the only vendor reviewed. COMAR 21.05.07.06A(1) states that “responsive bids or acceptable offers from at least two vendors should be obtained.” In addition to violating 200-14, the Board failed to maintain accurate documentation as required under Title 21 of the State Procurement Regulations, which mandate that records be maintained until audited or for three years after final payment, whichever occurs first. Specifically, the Board did not keep a signed copy of the contract with current counsel.
5. OIGE found that the Board violated SCPS Board Policy 200-14 by failing to comply with State Procurement Laws by entering an open-ended contract for current counsel on February 13, 2025. The current contract lacks a termination clause¹⁰, which is required by COMAR 21.07.01.12 – Termination of Convenience.

For the contract with prior counsel, OIGE found that the Board Chairperson used the “Termination for Convenience” clause under the conditions outlined in Appendix A-Special Terms and Conditions of RFP #2023-01 (page 30) to cancel any future services with the prior counsel. The clause states,

The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Counsel, provided that Counsel shall be compensated for services rendered prior to the date of termination.

Although there is no discrepancy that the current legal services contract was signed, we found that SCPS and the Board failed to retain a signed copy of the document. OIGE notes that an SCPS contracting officer did not draft the contract approved by the Board for current legal services.

6. On February 13, 2025, the Board voted in the open portion of the meeting to rescind SCPS Board Policy 100-18¹¹. Chairperson Lankford referenced the case *Board of Education of Howard County v. Renee Foose*, 17-13¹². He told the Board that SCPS Board Policy 100-18 should be rescinded because it “*supersedes the authority of the Board by requiring law*

¹⁰ As written, Paragraph 5 of the executed contract allows the Board, by majority vote, to terminate the contract in response to counsel changing their hourly rate.

¹¹ OIGE acknowledges that the Board has the authority to rescind any policy it so chooses.

¹² *Howard County Bd. of Educ. v. Foose*, MSBE Op. No. 17-13 (Md. St. Bd. Educ. 2017)

firms expressing an interest will be interviewed by a committee consisting of a quorum of the board members and four staff members.” Lankford told the Board, “*Four staff members should have no say in the determining the counsel for the board. Policy 100-18 also changes the definition of the Board counsel to Somerset County Public Schools counsel.*” Lankford went on to state that the services identified in SCPS Board Policy 100-18 “*compromise the board authority and creates conflicts of interest for the entire school.*” OIGE could not find any documentation indicating that Lankford or the Board consulted with the prior counsel before making the above statements. Furthermore, it could not determine whether the Board consulted with Superintendent Dr. Tasker-Mitchell for her interpretation of the perceived conflict, as outlined in Maryland Code, Education § 4-205.

7. OIGE found the Board entered into a contract for new legal services on February 13, 2025, without completing any codified procurement process. OIGE’s review of the Board’s actions, correspondence, and documentation showed inconsistencies in how they approached the procurement process for new counsel.

During the January 21, 2025, open session meeting, the Board discussed completing a new RFP for new legal services. There is no evidence that the prior counsel provided guidance for the latest legal services procurement process. The OIGE reviewed email correspondence in which Gleason requested the following:

- a. removal of several items from the proposed RFP, including those related to minority and locally owned businesses, as well as the fiscal and financial statement section
- b. that the RFP be advertised on *eMarketplace* for 10-15 days.

Furthermore, an email from Lankford dated February 3, 2025, postulates that the Board has never had a contract for legal services in its history, and that the last firm was selected without conducting interviews with the candidates.

OIGE further found written correspondence between the Board members and the Superintendent regarding the proposed 2025 RFP. This correspondence did not mention the current counsel or a proposed contract, which was created on February 7, 2025. The Board informed OIGE that the current legal services contract was signed on February 13, 2025. The Board did not provide a procurement file or supporting documentation explaining neither how the new legal services contract was created seven days before the vote, nor how it was obtained by the Board.

OIGE found that throughout the early stages of the 2025 legal services selection process, the Board communicated its intention to issue an RFP. In an email dated February 3, 2025, Gleason wrote¹³ the following to Chair Lankford,

Hello Mr. Chair,

¹³ Gleason email to Lankford dated February 3, 2025, at 11:53 AM

Following up on the RFP. Do we have a consensus on the the content of the RFP?

If so, I would request that we.

- 1. Have it updated and posted by Wednesday and receive a confirmation it was posted on our website.*
- 2. If I am not mistaken, the boards interpretation of policy 100-18 2.B.2. Was to email all local firms notifying them of the posted RFP*
- 3. I would recommend a deadline of 10-15 days (preferably 10) to submit bids.*

Thanks!

In response, Chair Lankford wrote¹⁴,

I concur.

From my understanding, we voted in January's meeting that the process was not completed properly. We did not interview any candidates, including the current law firm. I asked for a contract and found that there wasn't an actual contract, instead the RFP was used as a contract. The fact that the former Superintendent ran the process and didn't follow the policy is not surprising. Just because the vote was 4-1 in favor of the current law firm, yet they never interviewed a single candidate is disturbing. Especially since we never had any contracts for attorneys ever in the history of the BOE. I believe that this could be interpreted as unfair hiring practices selecting an existing law firm without any consideration for the competition. This stinks.

I understand the frustration of [REDACTED]. If I were in [REDACTED] shoes, I would feel the same way, but [REDACTED] claims that it wasn't [REDACTED] fault that the BOE didn't follow their own policy. Was [REDACTED] our attorney during the time of this process? Should [REDACTED] have known the policy and advised the BOE on this manner? Something we should look into as well. I don't know but I am for fair hiring practices.

The Somerset County Board of Education has already spoken on this issue and that is consensus. That should be all you need.

Let's do it right this time.

Sincerely,

Matthew Warren Lankford

In response to the Board Chairs' email statement, the OIGE reviewed the minutes from the October 17, 2023, board meeting where the RFP# 2023-01 was discussed and found that

¹⁴ Lankford email to Gleason dated February 3, 2025, at 8:37 PM

Gleason objected to the selection, stating that he was pleased with the Legal Services Contract process but was not satisfied that the steps outlined in the policy were followed.

OIGE found that Gleason emailed the Board on February 4, 2025, regarding the posting of the 2025 RFP. The email¹⁵ stated,

Hello All,

I am reaching out for a status update on the posting of the RFP.

Thanks!

This email and the subsequent communication regarding the posting of the 2025 RFP suggest that the Board intended to follow established policies and procedures but ultimately deviated significantly from the RFP process. OIGE could not determine from the Board the reason for the change, nor how Gleason secured a contract for legal services three days after his status update email and nine days before the Board rescinded its policy on selecting legal counsel.

Limitations

OIGE requested to speak with Board members Matthew Lankford, Andrew Gleason, Mary-Beth Bozman, and William McIntuff. OIGE noted in its request, “Understanding that your time and that of the board members are precious, we aim to streamline this process and avoid scheduling conflicts.” Current legal counsel for the Board declined OIGE's request for interviews by stating,

“As far as a 5:0 vote, the Board held a closed session and voted on this issue 5:0. They will not agree to be independently interrogated by you or OIGE...”¹⁶

Unfortunately, the documentation provided by SCPS and the Board lacked sufficient information to provide a clear timeline or methodology for the procurement process of current legal services. The interviews were intended to clarify information gathered during the investigation and to assist the OIGE in creating a timeline of events for the procurement process.

Regrettably, the Board's refusal to cooperate with OIGE hampered our investigation and prevented us from understanding how the Board evaluated these factors or how it proceeded with the new counsel procurement process.

RECOMMENDATION

OIGE recommends that the State Board of Education collaborate with local school boards to establish:

¹⁵ Gleason email to Board members dated February 4, 2025, at 1:08 PM

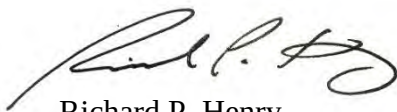
¹⁶ Since the described vote did not concern the procurement of legal services, the OIGE declined to evaluate whether or not this vote needed to occur in open session per Maryland Code, Education Article §3-1204.

- Statewide standardized procurement framework that offers increased transparency, accountability, and significant advantages in efficiency, cost control, risk management, compliance, and training for all county Boards of Education to follow. This framework would ensure consistency, efficiency, and compliance across all procurement activities.
- Statewide standardized training for all county Boards of Education members. Training in approved procurement practices would ensure members have the necessary skills to reduce risk, ensure compliance, improve operational efficiency, and uphold ethical standards

OIGE understands that information may be changed or updated after the investigation's conclusion. The OIGE appreciates the cooperation provided by members of the Somerset County Public Schools, the Maryland State Department of Education, and the Maryland Office of State Procurement during this investigation.

Consistent with Education Article §9.10-104, the Inspector General has identified issues of concern and will report them to the Governor, the General Assembly, the State Board of Education, and the State Superintendent of Schools

Respectfully,



Richard P. Henry
Inspector General

Cc: Honorable Wes Moore, Governor of the State of Maryland
 Honorable William C. Ferguson IV, President – Maryland Senate
 Honorable Adrienne A. Jones, Speaker – Maryland House of Delegates
 Honorable Charles W. Laird, President – Somerset County Board of Commissioners
 Matthew W. Lankford, Chairperson, Somerset County Public Schools Board of Education
 Dr. Carey M. Wright, Ed.D., State Superintendent of Schools
 W. David Bromwell, Interim Superintendent, Somerset County Public Schools
 Members at Large, State Board of Education
 Members at Large, Somerset County Public Schools Board of Education
 Members at Large, Somerset County Board of Commissioners