



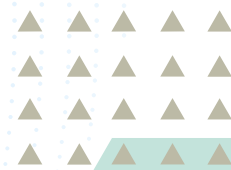
# INVESTIGATIVE REPORT:

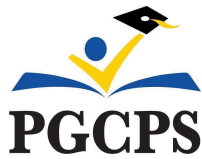
## OUTSIDE EMPLOYMENT & CONFLICT OF INTEREST

Prince George's County  
Public School System

Issued on: September 10, 2025

Frank Turner II  
*Integrity and Compliance Officer*





## Office of Integrity and Compliance

Frank Turner II, Integrity & Compliance Officer

PGCPS Sasscer Administration Building, Trailer #450

14201 School Ln., Upper Marlboro, MD 20772

# INVESTIGATIVE REPORT - OUTSIDE EMPLOYMENT & CONFLICT OF INTEREST

## A. BACKGROUND

The Office of Integrity and Compliance (OIC) investigated a complaint referred by a Prince George's County Public Schools (PGCPS) official regarding a PGCPS school principal (Principal-A) who allegedly received kickbacks from a PGCPS vendor (Vendor-A). PGCPS leadership and the Employee Labor Relations Office (ELRO) placed Principal-A on paid administrative leave after learning about this allegation.

## B. OBJECTIVES AND SCOPE:

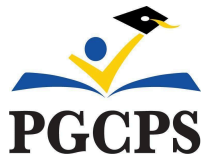
Key aspects of the OIC investigation and this report include:

- **Purpose:** To assess and determine whether the allegation is substantiated and whether PGCPS Board of Education (Board or BOE) policies and administrative procedures were violated.
- **Methodology:** The OIC collected, reviewed, and analyzed relevant documentation and PGCPS data, including applicable PGCPS policies/procedures, bargaining union's negotiated agreement, electronic communications, contracts, employee training records, and financial data. Additionally, the OIC conducted interviews of PGCPS staff surrounding the allegations against Principal-A and relevant PGCPS processes pertaining to ethical conduct, conflicts of interest, and outside employment. *All interviews conducted by the OIC were voluntary.*
- **Scope:** Based on the nature of the complainant's allegations, the investigation focused on determining if Principal-A held outside employment and if so, if it created the appearance of a conflict of interest. In addition, the OIC investigated to determine if Principal-A committed financial impropriety.

## C. KEY FINDINGS AND OIC RECOMMENDATIONS

The following key determinations were made relevant to the objectives based upon the investigative activities and analysis completed:

- ❖ **Finding #1** - Principal-A created an appearance of financial impropriety in violation of administrative procedure (AP) 2200 (*Financial Impropriety, Improper Conduct and Whistleblower Protection*) by contractually engaging with a PGCPS approved vendor (i.e., Vendor-A) and agreeing to provide school principal referrals in exchange of a commission. This contractual relationship presents a conflict of interest with PGCPS in violation of BP 0107 (*Ethics Regulations*).



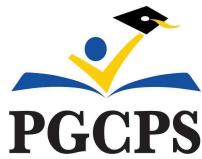
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- **Recommendation #1** - The PGCPS Human Resources (HR) division should conduct a thorough assessment of Principal-A's actions to determine any proper disciplinary action per applicable PGCPS policies, procedures and the PGCPS Employee Code of Conduct.
- ❖ **Finding #2** - Principal-A's contractual actions do not comply with the guidelines prescribed by the PGCPS Purchasing and Supply Services Manual (PSSM), which prohibits PGCPS employees from accepting or receiving any obligation or contract for future reward or compensation from any entity to whom any purchase order may be awarded.
  - **Recommendation #2** - The PGCPS Purchasing and Supply Services Department (PSS) should develop a training module covering the limitations and ethical implications for PGCPS employees contracting with PGCPS approved vendors.
- ❖ **Finding #3** - AP 4160 (Employee Conflict of Interest) has vague language about outside employment and does not provide clear guidance to employees for outside employment and potential conflicts of interest. AP 4160 does not explicitly include as a susceptible area of employee conflict of interest, contractual relationships with a PGCPS approved vendor or former vendors.
  - **Recommendation #3** - The PGCPS Office of Chief of Staff, as the responsible office to maintain and update this procedure, should revise AP 4160 to expand guidance and to include as a susceptible area of employee conflict of interest contractual relationships with PGCPS approved vendors, to be in alignment with PSSM and BP 0107. In addition, AP 4160 should be revised to include guidance for employees, not required to file a financial disclosure statement (FDS) pursuant to BP 0107, for reporting outside employment to the designated supervisor and obtaining approval.
- ❖ **Finding #4** - AP 4160 prescribes that HR is the PGCPS division in charge of investigating violations to this procedure to include instances of employee conflict of interests. However, HR has reiterated several times to the OIC that the division doesn't conduct any type of investigations.
  - **Recommendation #4** - HR should immediately review its roles and responsibilities to align it with this policy. On the contrary, if the policy doesn't accurately reflect HR's current role on this type of matter, this procedure should be updated immediately to prescribe the PGCPS office in charge of conducting such investigations.
- ❖ **Finding #5** - Principal-A did not disclose his outside employment with a non-profit (i.e., Non-profit-A) in the FDS filed for calendar year 2024 in violation of BP 0107.
  - **Recommendation #5** - The Board or a designated PGCPS official should establish a procedure for the PGCPS Ethics Panel to conduct in a reasonable time an adequate review of FDS in accordance with BP 0107.
    - **Note:** On December 19, 2024, the OIC issued a Management Advisory (i.e., "Enforcement of Financial Disclosure Filings"), outlining recommendations for the Board to establish a due diligence procedure for the Ethics Panel to adequately vet FDS filed under BP 0107.



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- ❖ **Finding #6** - Principal-A did not complete the assigned mandatory Safe Schools training for the school year 2023-2024, which included a mandatory course on the PGCPS Employee Code of Conduct. This module covers rules on ethical behavior and avoiding conflicts of interest, among other matters related to conduct in the work environment.
  - **Recommendation #6** - The PGCPS Office of Government Relations, Compliance and Procedures (OGRCP) should review applicable internal compliance procedures with the area school leadership team to enforce 100% compliance with mandatory Safe Schools training for all PGCPS employees to promote a culture of accountability within PGCPS.
- ❖ **Finding #7** - At its discretion, the HR division decided to place Principal-A on paid administrative leave on May 1, 2025. Hence, PGCPS is continuing to pay Principal-A's salary and benefits, while temporarily relieving the principal from their regular work duties. Based on PGCPS records, it is estimated that PGCPS paid Principal-A approximately \$60,453.67 in salaries between May 1, 2025 and August 31, 2025, while remaining on administrative leave.
  - **Recommendation #7** - Instead of immediately placing an employee under investigation on paid administrative leave, HR should carefully assess the fiscal and operational impact of such placement against other alternatives (e.g., reassignment, access restrictions to PGCPS property, monitoring PGCPS email, etc.). This will minimize the waste of PGCPS funds as a result of HR opting for alternatives other than immediate administrative leave placement.

## D. INVESTIGATIVE ACTIVITIES AND ANALYSIS

### 1. Principal-A's Employment History with PGCPS

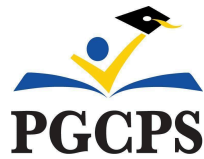
Principal-A has over three (3) decades of service in education. After initially retiring from PGCPS on July 31, 2019, Principal-A returned to PGCPS on August 21, 2023 as a Substitute Administrator/Acting Principal and was re-employed by PGCPS on May 13, 2024. Principal-A is currently classified as a "Principal" under the Association of Supervisory and Administrative School Personnel, Unit II's (ASASP-Unit II) negotiated agreement and is the principal of a PGCPS elementary school.

### 2. Principal-A's Contractual Relationship with a PGCPS Vendor

#### a. Principal-A Operates a Non-profit

On November 17, 2020, Principal-A registered a non-profit (Non-profit-A) with the State of Maryland. Non-profit-A is an exempt entity for purposes of federal income tax. The purpose for which the Non-profit-A was formed is to "provide educational services (e.g. charter operator, enrichment activities, parent empowerment, advocacy and consulting services)." According to the Non-profit-A's website, this entity is a re-launch of another nonprofit, which was established in December 2008 with Principal-A and five (5) board members. This website lists Principal-A as the chief executive officer of Non-profit-A.

#### b. Principal-A's/Non-Profit-A's Contractual Agreement with a PGCPS Vendor



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Effective December 8, 2023, Non-profit-A and Principal-A (while still serving in the role of Substitute Administrator/Acting Principal in PGCPS) entered into a three (3) month independent contract agreement with a PGCPS vendor (Vendor-A). The statement of work in the contract outlined the engagement details of the contractor (Non-profit-A and Principal-A) as follows:

*“In exchange for scheduling meetings and helping to close school deals, the contractor will receive \$1,500/month and 1.5% commission on any deals closed. The agreement is for up to 3 months, beginning on Nov 27th. Payments will be made on or by the last day of each monthly billing period for the monthly fee and commissions will be paid upon signed contract.”*

The contract was signed by Principal-A (as consultant lead of Non-profit-A) and the chief revenue officer of Vendor-A (Representative-A).

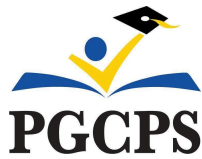
During an interview with the OIC, Principal-A acknowledged engaging in a contract with Vendor-A to provide school principal referrals to Vendor-A. Principal-A verbally advised their supervisors (Instructional Director and Associate Superintendent) of outside consulting services. Principal-A claimed to receive verbal authorization from both supervisors for such services. Principal-A also stated he had no knowledge of Vendor-A being an approved vendor for PGCPS nor Principal-A being privy to PGCPS vendor information.

c. Vendor-A’s Business Purpose and Contractual Relationship with PGCPS

Per public records, Vendor-A was incorporated in Maryland on July 29, 2019 with the purpose of providing an “innovative approach to impact schools, students, and the community”. However, Vendor-A currently is not in good standing due to failure to file the annual report for the years of 2024 and 2025. Per the Director of PSS, Vendor-A was a PGCPS approved vendor from May 15, 2012 until November 16, 2024.

Vendor-A had three (3) contracts with PGCPS totaling \$344,000 for tutoring services to students of a PGCPS high school (High-School-A):

PGCPS School	Contract Term	Type of Services	Value
High School-A	March 1, 2023 - June 30, 2023	Tutoring	\$100,000
High School-A	March 4, 2024 - June 30, 2024	Tutoring	\$100,000
High School-A	February 17, 2025 - June 30, 2025	Tutoring	\$144,000
Total Value of Consultant Contracts:			<u>\$344,000</u>



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Vendor-A has a related sister company (i.e., both entities share common ownership), which is a registered Delaware company authorized to do business in Maryland, as of March 19, 2024 (Vendor-B). According to public records, Vendor-B is also not in good standing with the state of Maryland due to failure to file the annual report for the year 2025. Per PSS, Vendor-B was approved as a PGCPS vendor on November 14, 2024. Vendor-B initiated two (2) contracts with a total value of \$55,000 to provide home visit services to students of two (2) elementary schools:

PGCPS School	Contract Term	Type of Services	Value
Elementary School-A	September 1, 2024 - June 30, 2025	Home visits for students	\$5,000
<i>Note: Per PSS, this contract was closed with no payment.</i>			
Elementary School-B	September 1, 2024 - June 30, 2025	Home visits for students	\$50,000
<i>Note: Per PSS, this contract was not issued.</i>			
<b>Total Value of Consultant Contracts:</b>			<b><u>\$55,000</u></b>

d. Principal-A Sued Vendor-A for Failure to Timely Pay For Referrals of PGCPS Principals/Schools

i. *Principal-A received a settlement to dismiss lawsuit for Vendor-A's non-payment of Principal-A's services*

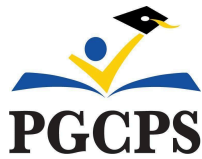
On February 20, 2024, Principal-A sent via a non-PGCPS email to Representative-A an invoice with an amount due of \$4,500 for services rendered by Principal-A during the months of December 2023 to February 2024. The invoice indicated the services provided by Principal-A were related to referring nine (9) School Principals (one (1) from Baltimore County Public Schools and eight (8) from PGCPS) to Vendor-A as potential clients.

The PGCPS principals identified in these invoices were not identified as **the same principals of the PGCPS schools** associated with the tutoring/home services initially contracted with Vendor-A and Vendor-B.

In the same email, Principal-A wrote the following message to Representative-A:

*"Good morning, I see we are nearing the end of our contract. Have meetings been scheduled or had with the principals in Prince George's County? Who would you need me to follow up with to get scheduled and/or to meet with you? Please find the invoice for the services rendered. I have not included any commission. However, when contracts are signed with schools that I assisted with the engagement/connection we can discuss commission earned."*





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Representative-A never responded to Principal-A's initial nor to the subsequent email thread. From March 11, 2024, to April 12, 2024, Principal-A sent via email to Representative-A updated invoices reflecting accrued late fees for Vendor-A's failure to pay, as agreed in the contract agreement. As of June 6, 2024, Principal-A's invoice was in the amount of \$8,370, which included accrued fees for late payment in the amount of \$3,870 and the principal amount of \$4,500 for services rendered by Principal-A.

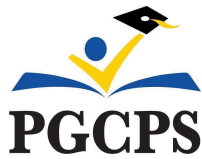
On June 4, 2024, Principal-A received an email notification from a bank alerting that Vendor-A sent a payment in the amount of \$5 utilizing a money transfer application. On June 28, 2024, Principal-A forwarded this email to their PGCPS assistant principal (Assistant Principal-A). During their interview, Assistant Principal-A reported no prior knowledge or interaction with Vendor-A and stated that, to their understanding, Vendor-A had no connection with the school. Because Principal-A lacked a printer, documents were occasionally forwarded with instructions to print, which Assistant Principal-A did without reviewing the content.

On June 6, 2024, Principal-A emailed the chief financial officer of Vendor-A (Representative-B) advising Vendor-A has breached the contract agreement and requested full payment "in accordance with the terms of the original contract with the late fees that has been accrued to date." Principal-A threatened to take legal action against Vendor-A if Principal-A was not compensated within the next five (5) business days and that the principal will no longer be willing to provide any additional information on future contracts or relationships with schools in Prince George's County.

According to court records, Principal-A filed a lawsuit on July 1, 2024 against Vendor-A for breach of contract in the District Court of Maryland for Prince George's County. On February 3, 2025, both parties reached out a "Settlement Agreement and Mutual General Release" in which Vendor-A agreed to pay a lump sum of \$20,000 on or before February 24, 2025 in exchange for dismissal of the lawsuit. During an interview with the OIC, Principal-A confirmed that both parties settled for the principal to receive \$20,000, which includes the base amount of approximately \$4,500 and late payment fees of approximately \$15,500.

### *ii. Vendor-A sent marketing emails to PGCPS principals advertising the vendor's student support services*

From July 2023 to August 2024, representatives from Vendor-A sent marketing emails to numerous PGCPS principals inviting them to explore how Vendor-A's student support services can support their schools. Some of the items attached to the emails were Vendor-A's booklet, a link to its YouTube channel and a newspaper article about chronic absenteeism. Some of these emails were addressed to the eight (8) principals referred by Principal-A. In February 2024, Principal-A also engaged via his personal email with Representative-A and five (5) of the eight (8) principals listed in the invoices, encouraging the principals to connect with Representative-A to share what Vendor-A has to offer their schools. On March 4, 2024 Principal-A sent an email reminding the principals to schedule an appointment with Representative-A.



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### 3. Principal-A's Appearance of Conflict of Interest

#### a. Non Disclosure of Outside Employment & Potential Conflict of Interest

PGCPS Board Policy (BP) 0107 (*Ethics Regulations*) requires PGCPS principals, other employees (i.e., executive level positions or with a specified purchasing authority), and appointed officials to file a FDS on or before April 30 of each year for the preceding calendar year. This form must be filed with the PGCPS Ethics Panel or another office designated by the panel. The filers of this form are required to disclose any employment and interests that raise conflicts of interest or potential conflicts of interests.

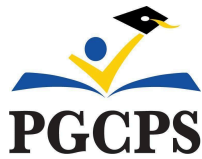
According to PGCPS records, Principal-A filed a FDS on March 24, 2025 for the calendar year 2024 (i.e., January 1, 2024 through December 31, 2024). In the form, Principal-A responded (by typing their initials) that the following statements, among others, were true:

- ***"B. I Was not employed by an employer or a business entity that is under the authority of the PGCB OE or PGCPS, or that has or is negotiating a contract with the PGCB OE or PGCPS."***  
...
- ***"C. I did not hold any outside employment relationship that would impair my impartiality or independence of judgment regarding my relationship with the Board or PGCPS."***  
...
- ***"G. I did not use the prestige of my office for my own behalf or that of another."***

Principal-A disclosed in the FDS their outside employment as an adjunct professor at a local university in response to whether they had a financial relationship with a governmental entity of the State or a local government in the State of Maryland. However, Principal-A did not disclose their employment in Non-profit-A. During an interview with the OIC, Principal-A claimed to have verbally informed the PGCPS Instructional Director (ID) of the outside employment. In a separate interview, the ID informed the OIC to have never been told that Principal-A engaged in such outside employment.

AP 4160 (*Employee Conflict of Interest*), which provides implementation guidelines for BP 4116 (*Conflicts of Interest*), permits outside employment during the hours not required for Principal-A to fulfill appropriate assigned duties as long as such employment does not violate AP 4160. However, BP 0107 requires that employees subject to this policy may not have a financial interest in an entity that is negotiating or has entered a contract with the school system or the Board, except as permitted by Board Policies and when the interest is disclosed. This policy further requires that the employee shall disclose employment and interests that raise conflict of interest or potential conflict of





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interest with a specific proposed action to provide adequate disclosure to the public. Principal-A did not comply with this requirement by not disclosing the CEO role held in Non-profit-A and the contractual relationship with Vendor-A, a PGCPS approved vendor.

Additional guidance on this matter is also emphasized in the PSSM, revised on September 29, 2023. The PSSM states that employees are expected to act with fairness, integrity, impartiality, transparency and comply with the ethics and conflict of interest policies (i.e., BP 0107 and BP 4116 for PGCPS employees). Specifically, the PSSM guidelines prohibit employees from accepting or receiving any obligation or contract for future reward or compensation from any person, firm or corporation to whom any purchase order may be awarded by rebate, gift or otherwise. During an interview with the OIC, Principal-A stated to have no knowledge of Vendor-A being an approved vendor for PGCPS nor Principal-A being privy to PGCPS vendor information. By entering into a contractual obligation with Vendor-A for compensation, Principal-A acted against PSSM guidelines. In addition, Principal-A's actions created an appearance of financial impropriety.

Principal-A's actions on receiving anything of value in exchange for confidentially engaging (i.e. not disclosing outside employment and contract with Vendor-A) with a PGCPS approved vendor may constitute a kickback and therefore, financial impropriety, per AP 2200 (*Financial Impropriety, Improper Conduct and Whistleblower Protection*).

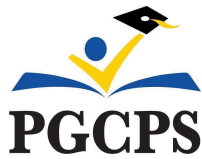
**b. Failure to Complete the PGCPS Employee Code of Conduct Mandatory Training**

OGRCP confirmed Principal-A was assigned to complete 13 PGCPS mandatory training modules for school year 2023-2024, including a training covering the PGCPS Employee Code of Conduct. This training covers rules on ethical behavior and avoiding conflicts of interest, among other matters related to conduct in the work environment.

OGRCP corroborated Principal-A did not complete any of the 13 assigned mandatory training modules after initially being notified on August 24, 2023 with due dates, current status of training and past due.

#### **4. Principal-A's Placement on Paid Leave**

On April 30, 2025, HR was notified of an allegation involving Principal-A related to a potential financial impropriety. Following an internal review and discussion, it was determined by HR that Principal-A should be placed on paid administrative leave, pending an investigation. In accordance with PGCPS Administrative Procedure (AP) 4156 (*Granting of Administrative Leave, Limited Alternative Placement or Temporary Placement For Employees*), Principal-A was formally notified of the administrative leave on or around 4:15 p.m. that same day. As the school day runs from 8:30 a.m. to 2:40 p.m., Principal-A had already departed for the day. Principal-A was contacted by the ELRO and informed that an allegation of financial impropriety had been received and that the principal would be placed on administrative leave during the course of the investigation. On the same date, the school system requested the ICO's assistance in investigating this matter.



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On May 1, 2025, Principal-A received a written notification signed by the ELRO Director placing the principal on paid administrative leave for alleged “Fraud, Waste, Abuse and/or Financial Impropriety.” The letter prohibited Principal-A from being on PGCPS property or attending PGCPS-sponsored events without prior approval from the ELRO. Principal-A has received approximately \$60,453.67 in salaries between May 1, 2025 and August 31, 2025, while remaining on administrative leave.

The PGCPS Employee Code of Conduct provides the framework that governs the expectations regarding PGCPS employee conduct and is based on pertinent laws, regulations, policies, procedures, and negotiated agreements. The PGCPS Employee Code of Conduct applies to all PGCPS employees, both certificated and non-certificated, full- and part-time, as well as substitutes and temporary employees. Regardless of whether an administrator is serving in a permanent or temporary (substitute) capacity, they must adhere to the same standards, expectations, and disciplinary guidelines outlined in the Employee Code of Conduct. The PGCPS Employee Code of Conduct states that any suspicion of inappropriate behavior by an employee may be reason for placing the employee on administrative leave, pending the investigation into the allegations. Generally a recommendation for administrative leave is recommended when:

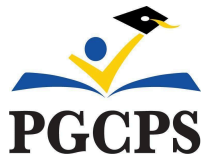
*“...the allegation involves a physical altercation, similar incident of a serious nature, pending criminal charge, an allegation of a sexual or discriminatory nature, an incident that might impact the operations of the worksite and/or school system, or incident that causes concern for the safety of students, coworkers, and/ or other individuals”.*

However, AP 4156 doesn’t include as an instance to recommend administrative leave “an incident that might impact the operations of the worksite and/or school system”. The placement letter did not provide any details for the allegations to be considered as an incident of such nature that might impact the operations of the worksite and/or school system.

### 5. Timeline of Events

The timeline below is a synopsis, in chronological order, of the events related to Principal-A’s allegation of financial impropriety with Vendor-A and the principal’s placement on administrative leave:

Principal-A’s Timeline of Events	
Date	Description
11/17/2020	<b>Principal-A incorporated</b> Non-profit-A in Maryland to provide educational services. As of November 18, 2020, this entity is a tax-exempt organization for purposes of federal income tax.
5/15/2012 - 11/16/ 2024	During this period, <b>Vendor-A was a PGCPS approved vendor.</b>
8/21/2023 - 5/12/2024	<b>Principal-A was serving as a PGCPS Substitute Administrator/Acting Principal</b> , paid on an hourly basis.
12/08/2023 - Late 02/2024	Non-profit-A and <b>Principal-A entered into an initial three (3) month contract with Vendor-A</b> for the principal to provide school principal referrals and assist in scheduling meetings with such referrals to assist in closing school deals.



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5/13/2024 - Present	<b>Principal-A was re-employed by PGCPS to work as a principal</b> in an elementary school.
07/01/2024	<b>Principal-A filed a lawsuit against Vendor-A for breach of contract</b> in the District Court for Prince George's County in Maryland for unpaid invoice amounts including accrued interest.
01/31/2025	<b>Principal-A and Vendor-A reached a "Settlement Agreement and Mutual General Release"</b> , in which Vendor-A agreed to pay a lump sum of \$20,000 in exchange for dismissal of the lawsuit.
04/30/2025	<b>HR was notified of an allegation involving Principal-A related to a potential financial impropriety.</b>
05/01/2025	<b>The ELRO Director provided a written notification to place Principal-A on paid administrative leave</b> for alleged financial impropriety and/or fraud, waste, or abuse.

### E. CONCLUSION

The OIC's investigation substantiated the financial impropriety allegations involving Principal-A, whose contracting engagement with Vendor-A while serving as a substitute principal in PGCPS created an appearance of a conflict of interest. The investigation revealed Principal-A benefited from the position to refer other principals to Vendor-A in exchange for a commission.

Besides Principal-A's actions, the investigation raised concerns of HR's practice of immediately placing employees (i.e., under investigation) on administrative leave without assessing the financial and operational impact of such placement. This practice resulted in PGCPS paying estimated salaries of approximately \$60,453.67 to Principal-A between May 1, 2025 and August 31, 2025, while remaining absent from the workplace due to the administrative leave placement. Furthermore, the OIC identified gaps within current PGCPS policies and procedures, revealing vague guidelines and insufficient mechanisms to ensure PGCPS employees report susceptible instances of potential conflict of interests.

The OIC appreciates PGCPS's cooperation during the investigation and awaits responses from the identified PGCPS divisions/entities regarding implementation of these recommendations.

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[PGCPS Administration Responses](#)