TO: Prince George's County Public Schools (PGCPS) Board of Education

FROM: Frank Turner II Frank S. Turner II

PGCPS Integrity & Compliance Officer

DATE: December 4, 2025

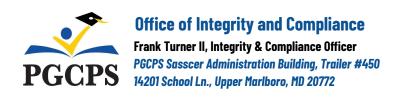
RE: CONTRACT FORMALITIES OF FORMER SUPERINTENDENT'S

SEPARATION AGREEMENT

Background

Effective June 18, 2025, former PGCPS Superintendent Millard L. House II (House) mutually agreed with the PGCPS Board of Education (Board) to separate their employment relationship. House had been appointed PGCPS Superintendent to a four (4)-year term beginning July 1, 2023 and ending on June 30, 2027. The separation was finalized by an agreement (Separation Agreement) signed on June 12, 2025, by House and Branndon Jackson, Chair of the PGCPS Board. Per his original employment contract, if both the Board and House mutually agreed to terminate his contract prior to the expiration date, House was entitled to receive severance of twelve months salary and any benefits. Ultimately, House settled his employment separation by agreeing to payouts totalling nearly \$1 million, equivalent to 24 months of salary and benefits.

The PGCPS Office of Integrity and Compliance (OIC) received multiple complaints and serious concerns regarding the decision to remove the former Superintendent, the settlement amount, the negotiation process, lack of fundamental safeguards in the Separation Agreement, and the absence of public accountability from the Board. Upon a rigorous review, the OIC identified the following critical omissions and deficiencies that collectively represent a serious compromise of institutional integrity and fiscal responsibility:



Formal and Completeness Issues:

- Lack of official letterhead: This omission compromises the agreement's formality, credibility, and official standing.
- 2. **Absence of page numbers:** The lack of page numbering hinders the ability to verify the document's total length and completeness.
- 3. **No identifiable witness:** The identity of the witness was not documented to prove that the signing parties executed the agreement in the presence of a witness.

Financial Accountability Issue:

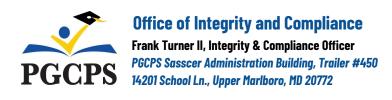
 Missing financial breakdown: The agreement lacks a clear, detailed breakdown of the monetary components of the severance paid to House, which is necessary to define PGCPS's final financial obligation.

Recommendations

As a result of the observed deficiencies and omissions, the OIC issues this Management Advisory with the following recommendations:

1. The Board shall seek increased legal oversight from the Board's Legal Counsel for contracts requiring Board approval and subsequent signature by the Board Chair.

The Board is bound by a strict fiduciary duty to act with the highest degree of care. The Board's Legal Counsel is indispensable in ensuring this duty is met by providing the necessary critical information and robust legal safeguards essential for executing decisions that serve the paramount interests of the school system. Therefore, effective and rigorous legal representation is critical for the Board to ensure the absolute validity and unequivocal authentication of all PGCPS agreements. This proactive and essential measure minimizes the risk of liability from its inception and is crucial to safeguarding the integrity of any agreement executed by the Board.



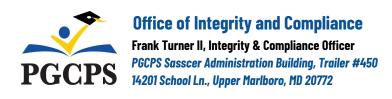
2. As a best practice, PGCPS contracts voted on and executed by the Board should have a professional presentation that incorporates page numbers, requires the initials of all parties on each page, and include the typed name of the signing witness for clear identification.

The inclusion of page numbers within contractual documents is critical for verifying the completeness of the agreement and preventing the unauthorized insertion or removal of pages subsequent to execution. Numbering each page mitigates the potential for fraud and disputes arising from missing information. Furthermore, the practice of initialing each page of a contract serves as an additional safeguard, confirming that each party has reviewed, comprehended, and assented to the content on that specific page. These practices also render it substantially more difficult for unauthorized parties to add, remove, or modify pages following the contract's execution. These recommended measures minimize the risk of future legal disputes, particularly on high-value contracts, such as the former Superintendent's Separation Agreement.

Separately, the signing witness name should be typed or legibly handwritten to ensure unambiguous identification. Typing the witness full name establishes a clear, reliable record that aids in preventing fraud and confirming the document's authenticity. Although not legally mandated or prescribed in current Board policies, the presence of a witness is essential for confirming that the parties executed the document willingly, thereby reducing the risk of undue influence or coercion.

3. A Separation Agreement or other agreement concluding the term of employment for a Superintendent or other contractual PGCPS role shall provide a comprehensive summary of all severance-related obligations (e.g., payouts, benefits, etc.) to promote fiscal transparency and community trust, thereby establishing best practices in public accountability.

This instance is not the first time the Board has agreed to pay a substantial severance package for a Superintendent (a position previously known as Chief Executive Officer or CEO until June 30, 2023). In 2018, the Board voted to formalize the terms of the departure of former CEO Kevin Maxwell (Maxwell) through a formal amendment to Maxwell's employment contract. Subsequently, the Board issued a public statement detailing the financial specifics of Maxwell's nearly \$800,000 payout. However, the current Board did not adhere to the same practice of publicly disclosing the financial breakdown of House's severance package. Moreover, this lack of transparency is aggravated by public concerns that the Board may not have formally voted on House's Separation Agreement, whose total value is unspecified, which would have determined if



a Board's vote was required.

OIC Note: The alleged absence of the Board's vote on the Separation Agreement constitutes a separate and serious matter beyond the scope of this Management Advisory.

Conclusion

As fiduciary agents, the Board has a duty to ensure the diligent management and utilization of PGCPS funds. The deficiencies observed in the former Superintendent House's Separation Agreement reflects a disregard for promoting integrity and transparency. Any contract executed by the Board must be subject to a rigorous and exhaustive review to ensure legal compliance and the sufficiency of contract formalities. The review of a contract requires the legal expertise of an attorney, who can identify any ambiguities or deficiencies that could compromise the contract's validity and authenticity. As taxpayers, the PGCPS community demands that the school system's funds allocated for the Board's legal services be designated to a vendor proven capable of ensuring the Board receives impeccable legal representation to properly safeguard the assets, interests, and reputation of PGCPS, while preventing financial distress to the school system.