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PRE-COMPLAINT DISPOSITION AGREEMENT

STATE ETHICS COMMISSION

This Agreement, made this 16 day of December, 2022, by and between Colette Colclough, Vice President of Human Resources for Maryland Public Television, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission ("the Commission") is the executive agency of the State of Maryland established by Chapter 513, Acts 1979 for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland), (hereinafter "the Ethics Law") including the provisions of Subtitle 5, Conflicts of Interest.

AGREED STATEMENT OF FACTS

1. Colette Colclough was, at all times relevant to this matter, employed by Maryland Public Television ("MPT"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Ms. Colclough is employed as the Vice President of Human Resources for MPT. The Human Resources Department is charged with overseeing personnel matters, benefits, recruitment, time keeping, and Equal Employment Opportunity matters. Ms. Colclough's duties include: supervising the Human Resources Department, signing contracts, approving timesheets, and managing contractual employees.
3. Section 5-506(a)(1)(i) of the Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another. The Commission, through its published opinions, has interpreted the prestige provision to mean that State employees should not use any State resources, such as State computers, email accounts, or State time for activities unrelated to their State duties. (Op. No. 08.01).
4. In July 2022, the Office of Legislative Audits made a referral to the Commission for potential violations of the Ethics Law by Ms. Colclough for using State resources to conduct activities related to her privately owned business entity. The Commission placed this matter on the docket at its meeting on September 15, 2022, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.
5. Ms. Colclough, in her capacity as Vice President of Human Resources for MPT, conducted activities related to her privately owned business entity, which were transmitted through her State-issued email account using her State computer, while on the job.

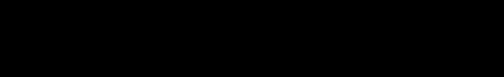
6. Ms. Colclough has been forthright in her cooperation of Staff Counsel's review of this matter.
7. Ms. Colclough is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against her without the issuance of a complaint and a hearing before the Commission.

NOW THEREFORE, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, Colette Colclough and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. That Ms. Colclough admits that using State resources to conduct activities related to her privately owned business entity is a violation of the prohibition against using the prestige of one's office for their private gain or that of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Ms. Colclough will not use State resources for non-State activities.
- C. Ms. Colclough understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. Ms. Colclough further agrees to pay, in lieu of potential fines, the sum of TWO HUNDRED FIFTY and no/100 DOLLARS (\$250.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order payable to the "State of Maryland" in care of the Commission on or before January 31, 2023. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.
- D. This Agreement will serve as a reprimand to Ms. Colclough effective the date of the Commission's acceptance of this Agreement.
- E. The Commission will transmit a copy of this Agreement to the President and Chief Executive Officer for MPT.
- F. Ms. Colclough waives any formal proceedings and hearing in this matter (if the Commission accepts this Agreement) and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- G. Ms. Colclough further agrees that this Agreement and materials related to this matter are not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.

- H. Upon execution of this Agreement by Ms. Colclough, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Colclough.
- I. In the event the Commission declines to accept this Agreement, both Ms. Colclough and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.
- J. That Ms. Colclough and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry into this matter and for no other purpose.

IN WITNESS WHEREOF, Colette Colclough and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.


Katherine P. Thompson, Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, Maryland 21401
(410) 260-7770


Colette Colclough

State of Maryland
County of BALTIMORE, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Colette Colclough, who made oath in due form of law on this 28 day of DECEMBER, 2022, that the matters and facts hereinabove set forth in this Agreement are true to the best of her knowledge, information and belief, that it is her voluntary act and that she executed this Agreement for the purposes set forth herein.

[Redacted Signature]
Notary Public

My Commission Expires: 5-15-24

(Notary Seal)
SCOTT KUCERA
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 05-15-2024

State of Maryland,
County of Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Katherine P. Thompson, Staff Counsel to the State Ethics Commission, who made oath on this 5th day of January, 2023, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]
Notary Public

My Commission Expires: June 20, 2025



Accepted by the Commission

[Redacted Signature]
Janet E. McHugh, Chair
for the Commission

Date: January 5, 2023