

PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement made this 12 day of November, 2024, by and between Já Hon Vance, Professor, School of Arts and Social Sciences, Baltimore City Community College, 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. Já Hon Vance was, at all times relevant to this matter, employed by the Baltimore City Community College ("BCCC"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law. He was not a financial disclosure filer and had not taken ethics training.
2. Professor Vance currently serves as a professor in the School of Arts and Social Sciences at BCCC.
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 August 2024, BCCC made a referral to the Commission for potential violations of the Ethics Law by Professor Vance for promoting an App with a referral code to his students and giving class credit for the use of the App. The Commission placed this matter on the docket at its meeting on September 12, 2024, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.
5. Professor Vance, in his professor position, posted an optional learning opportunity on his Canvas page for his Humanities 202 class tied to a technology outcome that students could receive an additional 35 points if they show him proof that they downloaded an App called "Fetch." The post also included a referral code that conveyed benefits back to the account associated with the code.
6. Professor Vance has been forthright in his cooperation of Staff Counsel's review of this matter.

7. Professor Vance 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 him 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, Já Hon Vance and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. That Professor Vance admits that using State resources for the benefit of others is a violation of the prohibition against using the prestige of one's office for their private gain of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Professor Vance 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. Professor Vance further agrees to pay, in lieu of potential fines, the sum of ONE HUNDRED and 00/100 DOLLARS (\$100.00) 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 November 13, 2024. 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.
- C. This Agreement will serve as a reprimand to Professor Vance effective the date of the Commission's acceptance of this Agreement.
- D. The Commission will transmit a copy of this Agreement to the General Counsel at BCCC.
- E. Professor Vance 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.
- F. Professor Vance 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.
- G. Upon execution of this Agreement by Professor Vance, Staff Counsel will recommend that the Commission suspend any further proceedings against Professor Vance.

H. In the event the Commission declines to accept this Agreement, both Professor Vance 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.

I. That Professor Vance 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, Já Hon Vance 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


~~Já Hon Vance~~


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 Já Hon Vance, who made oath in due form of law on this 12 day of November, 2024, that the matters and facts hereinabove set in this Agreement are true to the best of his knowledge, information and belief, that is voluntary act and that he executed this Agreement for the purposes set forth herein.

[Redacted Signature]
Notary Public

Commission Expires: 7/16/2027

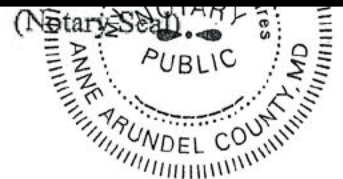
(Notary Seal)

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 12 day of November, 2024, 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]
Craig D. Roswell, Chair
for the Commission

Date: 11/14, 2024