

## **PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement, made this 20 day of May, 2021, by and between Sheila Bouloubassis, Dislocation Services Unit Manager, Maryland Department of Labor, 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. Sheila Bouloubassis was, at all times relevant to this matter, employed by the Maryland Department of Labor, an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Ms. Bouloubassis is employed as Dislocation Services Unit Manager within the Division of Workforce Development and Adult Learning for the Maryland Department of Labor.
3. Section 5-502(b)(1) of the Ethics Law prohibits a State employee from having a financial interest in an entity subject to the authority of that employee's governmental unit or that negotiates or enters into a contract with the employee's governmental unit.
4. "Financial interest" is defined in § 5-101(n)(2)(i) as ownership of more than 3% of a business entity by an employee or the spouse of an employee. In this matter, Ms. Bouloubassis' financial interest was through her spouse's ownership of more than 3% of a business entity.
5. Ms. Bouloubassis, in her capacity as Dislocation Services Unit Manager for the Maryland Department of Labor, was a member of a grant review team for the COVID-19 Layoff Aversion Grant Program, a program created to assist small businesses during the pandemic, through which her spouse's business received funding.
6. During the first few days of the COVID-19 Layoff Aversion Grant Program in March 2020, a number of employees in Ms. Bouloubassis' Division conducted the initial reviews for completeness of the grant application forms that had been submitted. The application submitted by her spouse's business was not among the applications assigned to Ms. Bouloubassis for review.
7. Ms. Bouloubassis stated that she was unaware that her spouse's business had applied for the grant, that she did not see the grant application, that her spouse was not the original point of contact on the grant application, and that she did not participate in the approval process for the grant awarded to her spouse's business. Ms. Bouloubassis further stated

that she learned of the grant to her spouse's business after it had been approved by her agency.

8. In October 2020, the Maryland Department of Labor made a referral to the Commission for potential violations of the Ethics Law by Ms. Bouloubassis during her involvement in the grant review team that awarded funds to her spouse's business. In response to the information provided by the Maryland Department of Labor, the Commission placed this matter on the docket at its meeting on October 22, 2020, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours interviewing witnesses and reviewing documents for this inquiry.
9. Ms. Bouloubassis has been forthright in her cooperation of Staff Counsel's review of this matter. Staff Counsel has found no evidence that Ms. Bouloubassis participated in this matter in her Department of Labor position, or that she used her State title or position to benefit the grant application for her spouse's business. Ms. Bouloubassis has repeated Conflicts of Interest training on Staff Counsel's recommendation.
10. Ms. Bouloubassis 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.
11. Ms. Bouloubassis has been represented throughout these proceedings by counsel, Andrew Jay Graham, Esquire, Kramon & Graham, P.A., as indicated by his signature on this Agreement.

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, Sheila Bouloubassis and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. Ms. Bouloubassis stipulates that her financial interest through her spouse's ownership of more than 3% of a business, which received funding through a program administered by her agency violated § 5-502(b)(1) of the Ethics Law.
- B. Ms. Bouloubassis understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to Section 5-902 of the Ethics Law. Ms. Bouloubassis further agrees to pay, in lieu of potential fines, the sum of \$100.00 for the above admitted violation of the Ethics Law and that said sum will be paid by check or money order payable to the "State of Maryland" on or before May 24, 2021. 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 Ms. Bouloubassis effective the date of the Commission's acceptance of this Agreement.

- D. The Commission will transmit a copy of this Agreement to the Secretary of the Maryland Department of Labor.
- E. That Ms. Bouloubassis will seek the advice of the Commission regarding any possible conflicts of interest involving an entity through which she has a financial interest and that involves the Maryland Department of Labor or its affiliated units or divisions.
- F. Ms. Bouloubassis 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. Bouloubassis 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. Bouloubassis, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Bouloubassis. Should Ms. Bouloubassis fail to comply with the terms of this Agreement, and after written notice is issued to her, the Commission reserves the right to open an investigation and issue a complaint for violation of Section 5-502 of the Ethics Law.
- I. In the event the Commission declines to accept this Agreement, both Ms. Bouloubassis 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. Bouloubassis and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry matter and for no other purpose.

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

[REDACTED]  
Katherine P. Thompson, Staff Counsel  
State Ethics Commission  
Temporary Address:  
580 Taylor Avenue, 1<sup>st</sup> Floor  
Annapolis, Maryland 21401  
(410) 260-7770

[REDACTED]  
Sheila Bouloubassis [REDACTED] 05/20/12

[REDACTED]  
Andrew Jay Graham, Esquire  
Kramon & Graham, P.A.  
One South Street, Suite 2600  
Baltimore, Maryland 21202

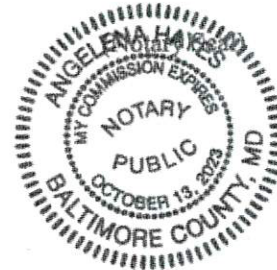


State of Maryland  
County of Baltimore, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Sheila Bouloubassis, who made oath in due form of law on this 20<sup>th</sup> day of May, 2021, 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 document for the purposes set forth herein.

[Redacted Signature]  
Notary Public

My Commission Expires: 10-13-2023



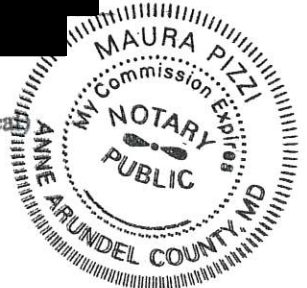
State of Maryland,  
County of Anne Arundel, to wit:

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 26 day of May, 2021, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]  
Notary Public

My Commission Expires: June 20, 2021

(Notary Seal)



Accepted by the Commission

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

Date: 6/10, 2021