

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



Office of Government Ethics

In Re: T. [REDACTED] Plater
Case No.: 1228-001

NEGOTIATED DISPOSITION

Pursuant to D.C. Official Code § 1-1162.21(a)(4)(E)¹ of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012, D.C. Law 19-124, D.C. Official Code § 1-1161.01 *et seq.*, the Office of Government Ethics (“OGE”) hereby enters into this Negotiated Disposition Agreement with Respondent T. Plater. Respondent agrees that the resulting Negotiated Disposition Agreement is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was an employee of the District of Columbia Department of Parks and Recreation (“DPR”) from 1999 to 2014, most recently as a Recreation Specialist at the Columbia Heights Recreation Center. In the summer of 2014, Respondent’s responsibilities included registering children for DPR’s summer recreation camp. Registering children for the camp included obtaining from each child’s parent or guardian a \$40 registration fee, in the form of a money order, which, upon receipt, should have been secured until it could be processed and deposited into a District government bank account.

During the summer of 2014, Respondent accepted the \$40 payment from the parents of two children who wished to attend the camp, but failed properly to secure and process those payments. Respondent informed investigators from this Office that in one instance the \$40 payment was misplaced and in the second instance, Respondent returned the \$40 to the child’s parent after the child stopped attending the camp. Respondent also admitted to investigators that on three additional occasions she failed to obtain necessary registration forms and payments from the parents of children attending the camp. Respondent acknowledges that DPR did not receive the \$40 payment for these five children, each of whom was permitted to attend the camp.

II. NATURE OF MISCONDUCT

Respondent’s conduct in permitting children to attend a DPR camp without ensuring that DPR received their registration fees, whether because she failed properly to secure the funds, returned

¹ D.C. Official Code § 1-1162.21(a)(4)(E) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

the funds, or simply did not collect the funds, is in violation of District Personnel Manual (“DPM”) § 1808.1, which provides that “[a]n employee has a duty to protect and conserve government property”

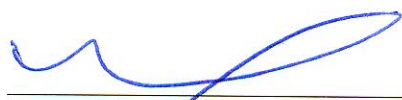
III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct was in violation of the District Code of Conduct and is fined \$300 for the violation listed above. The fine payment shall be paid in three installments of \$100 each, due as follows: May 28, 2015, July 30, 2015, and October 1, 2015. Fine payments shall be made by bank check or money order made out to the D.C. Treasurer and provided to OGE. Respondent acknowledges that if the \$300 fine, including the monthly installments, are not paid timely as set forth above, then pursuant to section 221(a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine.

Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.

Respondent further understands that if she fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Ethics Board may impose sanctions up to the full statutory amount of \$5,000 per violation. Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that manner as a result of Respondent’s breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. By our signatures, we agree to the terms outlined herein.



T. Plater
Respondent

11-25-14
Date

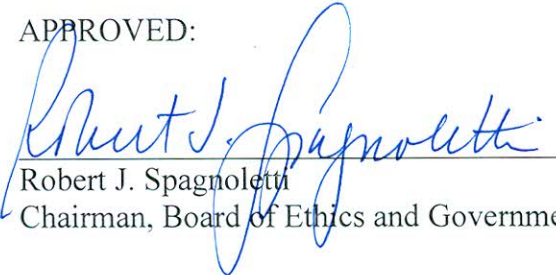


Darrin P. Sobin
Director of Government Ethics

11/25/14
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

APPROVED:



Robert J. Spagnoletti
Chairman, Board of Ethics and Government Accountability

12/4/14
Date