

**BEFORE THE STATE COMMITTEE OF SOCIAL WORKERS
STATE OF MISSOURI**

**SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE STATE
COMMITTEE FOR SOCIAL WORKERS AND TERRY SCHLOTMAN**

The State Committee for Social Workers, and Terry Schlotman enter into this Settlement Agreement and Release Between the State Committee of Social Workers and Terry Schlotman (the "Settlement Agreement") for the purposes of resolving the matters currently pending before the Administrative Hearing Commission in case number 15-1310SW without the time, expense and uncertainty of further litigation.

Pursuant to the terms of Section 536.060 RSMo¹, the parties waive the right to a hearing by the Administrative Hearing Commission and the right to a disciplinary hearing before the Committee per Section 621.110, RSMo, and stipulate and agree to final disposition of this matter by this Settlement Agreement.

Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against his proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him

¹ All statutory references are to the Revised Statutes of Missouri (2012), as supplemented, unless otherwise indicated.

and, subsequently, the right to a hearing before the Committee at which time he may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him. Licensee acknowledges that he has been advised of his right to consult with private legal counsel, at his expense, to assist him with this matter.

For the purposes of settling this dispute, the parties agree to the following:

1. The Missouri State Committee for Social Workers (hereinafter "Committee") is an agency of the state of Missouri, created and existing pursuant to Section 337.622, RSMo, for the purpose of carrying out the provisions of Sections 337.600 through 337.689, RSMo.

2. Terry Schlotman ("Licensee") holds a license as a clinical social worker, license number 000773 that is current and active. On August 20, 2015, the Committee filed a complaint against Licensee in the Administrative Hearing Commission, Case number 15-1310 (the "Complaint"). At the time of filing, the Committee believed it had substantial evidence to go forward and possessed information substantially justifying the filing of its Complaint. Subsequent to filing of the Complaint, the parties have mutually agreed to settle their issues and such agreement to settle does not constitute an admission of guilt or concession as to the justification of the filing of the Complaint by either party.

3. Licensee and the Committee have negotiated a resolution of the matters contained in the Complaint and, as a result, the Committee has agreed to dismiss the Complaint.

4. The parties agree that this agreement constitutes a complete and final resolution of all of the issues raised in the complaint. The Committee agrees that it will not file a petition which in whole or in part raises the complaints contained in the petition filed in this case. The committee agrees that it will take no other action based on the complaints contained in this petition. Additionally, the Committee shall dismiss the Complaint within 15 days from the date the Committee executes this Settlement Agreement.

5. The terms of this Settlement Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

6. Licensee specifically agrees and acknowledges that he is not a "prevailing party" as that term is used in Section 536.087 and that he specifically waives any right to seek attorney fees or any other costs or expenses of litigation from the Committee or the State of Missouri and that he is completely responsible for his own attorney fees and litigation costs and expenses.

7. This agreement does not bind the Committee or restrict the remedies available to it concerning any future violations.

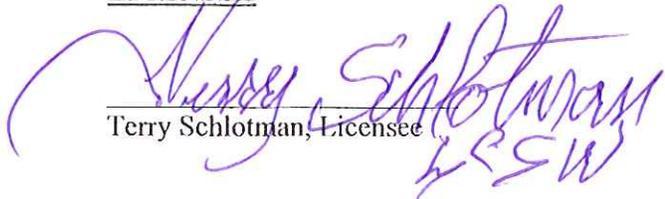
8. Licensee, together with his heirs and assigns and his attorney(s), do hereby waive, release, acquit and forever discharge the Committee, its respective members and any of its employees, agents or attorneys, including any former Committee members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

9. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

10. This Settlement Agreement shall be maintained as an open and public record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

LICENSEE

COMMITTEE

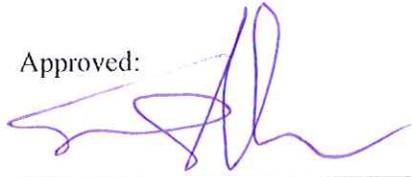

Terry Schlotman, Licensee


Tom Reichard, Executive Director

Date 6, 1, 16

Date 6-20-16

Approved:



Eric Vernon #47007

Date: 6/1/16

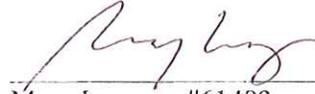
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ATTORNEY FOR THE COMMITTEE