

**SETTLEMENT AGREEMENT BETWEEN SANDRA R. NAEGER AND THE STATE
COMMITTEE FOR SOCIAL WORKERS**

The State Committee for Social Workers (the "Committee") and Sandra R. Naeger ("Licensee" or "Naeger") enter into this settlement agreement for the purpose of resolving the question of whether Licensee's clinical social worker license will be subject to discipline and, if so, to agree on the appropriate level of discipline to be imposed upon that license (the "Settlement Agreement").

Pursuant to the terms of Section 536.060 RSMo¹, the parties hereto 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 she understands the various rights and privileges afforded to her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a hearing before the Committee at which time she may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided it 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 her.

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Committee in determining there is cause for discipline, along with citations to law and/or regulations the Committee believes were violated and that she has been advised of her right to consult with private legal counsel, at her expense, to assist her with this matter. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Licensee's license is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 324, 337 and 621, RSMo.

Relevant Statutes and Regulations

1. Section 337.630.2, RSMo, authorizes discipline against a clinical social worker's license and states, in relevant part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any license required by sections 337.600 to 337.689 or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:

* * *

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

* * *

(13) Violation of any professional trust or confidence;

* * *

(15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state.

2. Regulation 20 CSR 2263-3.020, a part of the ethical standards for social workers sets forth “moral standards” states:

(1) The public must be protected from those who are not qualified to be members of the profession by reason of a deficiency in education, experience, moral standards, or other relevant factors, but who nevertheless attempt to or actually practice social work. To assure the maintenance of high standards of the profession of social work, members of the profession shall assist the committee in promulgating, enforcing, and improving requirements for admission to and for the practice of social work.

(2) No member of the profession shall—

(A) Violate any ethical standard/disciplinary rule;

* * *

(6) A member of the profession shall not engage in any activity that exploits clients, students, or supervisees, including sexual intimacies (which means physical or other contact by either the member of the profession or the client), including, but not limited to:

(A) Sexual intercourse—any penetration or contact with the female sex organ by a finger, the male sex organ, or any object;

(B) Sodomy—oral or anal copulation, oral or anal copulation or sexual intercourse between two (2) or more people or a person and an animal, or any penetration of the anal opening by any body part or object;

(C) Kissing;

(D) Touching or caressing the legs, thighs, stomach, chest, breasts, genitals, or buttocks, clothed or unclothed;

(E) Exhibitionism and voyeurism (exposing one’s self or encouraging another to expose him/herself); and

(F) Comments, gestures, or physical contacts of a sexual nature.

3. Regulation 20 CSR 2263-3.060, a part of the ethical standards for social workers, states, in relevant part:

* * *

(3) A member of the profession shall not exploit his/her professional relationships with supervisors, colleagues, supervisees, students, or employees either sexually, economically, or otherwise.

* * *

(5) A member of the profession who functions as a supervisor or educator shall not engage in sexual intimacies or contact as defined in the rules promulgated by the committee, with supervisees, students, trainees, or other colleagues over whom they exercise professional authority.

Jointly Stipulated Facts and Conclusions of Law

Licensee and the Committee stipulate and agree to the following findings of fact and conclusions of law:

The Parties

4. The 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.

5. Sandra R. Naeger, Licensee, is a natural person who has registered her business address with the Committee as **, St. Louis, Missouri².

6. Licensee holds a licensed clinical social worker, license number 2010029730, that was at all times relevant to this Settlement Agreement, and is now, current and active.

Conduct Giving Cause for Discipline

7. At all times relevant to this Settlement Agreement, Licensee worked as an Assistant Clinical Professor in the Social Work Program at St. Louis University in St. Louis, Missouri ("SLU").

² Licensee's address is on file with the Committee and available, upon request.

8. As part of her job duties during the times relevant to this Settlement Agreement, Licensee served as a practicum liaison professor to students at SLU.

9. From 2013 until 2015, Licensee served as a practicum liaison professor to Student A³. At all times relevant herein, Student A was an adult who was over the age of 40.

10. While Student A was a practicum student of Licensee, Licensee and Student A engaged in an intermittent sexual relationship from January until March 2015, when they agreed to suspend their “personal relationship.”

11. Licensee engaged in activity with Student A that included kissing and comments, gestures and physical contacts of a sexual nature, all conduct that violates the ethical standards of a clinical social worker.

12. The Committee has cause to discipline Naeger’s clinical social worker license pursuant to Section 337.630.2(5), (6), (13), and (15), RSMo.

Jointly Stipulated Disciplinary Order

The parties agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter pursuant to Sections 337.630 and 621.045.3, RSMo:

13. Naeger agrees to **SURRENDER IN LIEU OF DISCIPLINE** her clinical social worker license. Licensee shall return to the Committee all indicia of licensure within 10 days of the effective date of this Settlement Agreement. Licensee understands that if she desires to seek licensure to engage in the practice of social work in Missouri in the future that she will have to re-apply for licensure and meet all requirements for licensure in place at the time of any future application.

³ Licensee has been provided with information to know the identity of Student A.

14. 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.

15. Licensee, together with her heirs and assigns and her 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.

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

17. Licensee understands that she may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license(s). If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit her request to:

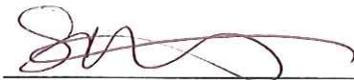
Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, Third Floor, 131 West High Street, Jefferson City, Missouri 65102.

18. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Committee.

19. 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


Sandra R. Naeger, Licensee


Tom Reichard, Executive Director

Date 7/19/2018

Date 7/30/18

Approved:


Michael G. Mueth #58995 Date
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