

SETTLEMENT AGREEMENT
BETWEEN THE MISSOURI STATE COMMITTEE FOR
SOCIAL WORKERS AND SHERMAN WEAVER

Petitioner, the Missouri State Committee for Social Workers (the "Committee") and Licensee, Sherman Weaver ("Weaver") hereby enter into this agreement for the purpose of resolving the question of whether Weaver's license as a Missouri licensed clinical social worker will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri. The parties jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Weaver acknowledges that he understands the various rights and privileges afforded 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

¹ All statutory citations are to the 2000 Revised Statutes of Missouri as amended unless otherwise noted.

right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witness 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 and, subsequently, the right to a disciplinary hearing before the Committee at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending an action against his license. Being aware of these rights provided him by operation of law, Weaver knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement. Weaver further agrees to abide by the terms of this Agreement, as they pertain to him.

For the purpose of settling their dispute, Weaver stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that his Missouri license as a licensed clinical social worker, license number 000200, is subject to disciplinary action by the Committee in accordance with provisions of Chapter 621, RSMo and Chapter 337, RSMo.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Weaver in the Joint Agreed Disciplinary Order herein is

based only on the agreement set out in the Joint Stipulation of Facts and Joint Conclusions of Law herein. Weaver understands that the Committee may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

Joint Stipulations of Fact

1. The Committee (“the Committee”) is an agency of the state of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of Chapter 337, RSMo pertaining to the practice of social work.
2. Licensee (“Weaver”) is licensed by the Committee as a Missouri licensed clinical social worker, license number 000200 (“License”).
3. At all relevant times, Weaver provided social work and counseling services at his business, Weaver and Associates Counseling Services, located 1221 Jennings Station Road, St. Louis, MO, 63137.
4. From January 2009 to sometime in 2012, Weaver provided social work and counseling services once a week to the two minor children of CC, a single mother.

5. During the time Weaver was providing social work and counseling services to the two minor children of CC, Weaver and CC entered into a social and sexual relationship.

6. At some point in 2012, the sexual relationship between CC and Weaver, as well as the counseling sessions for the minor children, ended.

7. Around May 2013, CC and Weaver resumed the sexual relationship, but it ended shortly thereafter.

Joint Conclusions of Law

8. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to § 621.045, RSMo and § 337.630.2, RSMo.

9. Section 337.630, RSMo sets forth the grounds for which a licensed social worker may be disciplined, and states in pertinent 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:

...

(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 social workers adopted by the committee by rule and filed with the secretary of state.

10. 20 C.S.R. 2263-3.020(6) provides in relevant part:

(6) A member of the profession shall not engage in any activity that exploits clients...including sexual intimacies...

11. 20 C.S.R. 2263-3.040 sets forth ethical standards/disciplinary

rules for client relationships and states in relevant part:

(2) A member of the profession shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.

12. Weaver's conduct above violates §337.630(13), RSMo in that Weaver violated the professional trust and confidence of his clients by entering into a social and sexual relationship with CC.

13. Weaver's conduct above violates 20 C.S.R. 2263-3.020(6) in that Weaver exploited the counseling relationship with CC's minor children when he pursued a sexual relationship with CC.

14. Weaver's conduct above violates 20 C.S.R. 2263-3.040(2) in that he should have avoided a sexual relationship with CC because of its interference with his exercise of professional discretion and impartial judgment as it pertains to his clients, CC's minor children.

15. As a result of Weaver's actions as described above, cause exists to discipline Weaver's License pursuant to §337.630 RSMo.

Joint Agreed Disciplinary Order

16. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the Disciplinary Order entered by the Committee in this matter under the authority of § 337.630.2, RSMo, and § 621.045.4, RSMo:

17. The parties mutually agree and stipulate that as an alternative to revoking Weaver's License as a Missouri licensed clinical social worker (License Number 000200), Weaver's license will be hereby placed on probation for a period of five years ("the disciplinary period"), subject to the terms listed below. During the disciplinary period, Weaver shall be entitled to practice as a social worker under §§ 337.600-337.689, RSMo, provided Weaver adheres to all the terms of this agreement:

18. Within six months of the effective date of the agreement, Weaver is to have a psychiatric evaluation by a psychiatrist approved by the

Committee. Weaver will complete any treatment recommended by the psychiatrist conducting the evaluation. Weaver shall submit a list of three proposed psychiatrists to conduct the psychiatric evaluation. The Committee may approve a licensed psychiatrist from this list or may require a second list of psychiatrists, which Weaver shall submit within twenty (20) business days of the Committee's request. Weaver will be responsible for all costs from the psychiatric evaluation and any treatment recommended by the psychiatrist.

19. Within twenty (20) business days from the start of the Disciplinary Period, Weaver shall submit a list of no less than five proposed social workers to supervise Weaver's practice as a professional social worker. The Committee may approve a social worker from this list or may require a second list of five social workers, which Weaver shall submit within twenty (20) business days of the Committee's request. Supervision includes, but is not limited to, on site face-to-face review of cases, and review, approval, and co-signing of written reports such as case notes, intake assessments, test reports, treatment plans, and progress reports. Quarterly reports shall be submitted to the committee by both Weaver, and his supervising social worker for the entirety of the Disciplinary Period. If Weaver has failed to secure a supervisor within twenty business days from the start of the

Disciplinary Period, Weaver shall cease practicing social work until a supervisor is secured. Weaver shall:

- a. within three (3) business days of being notified of the supervising social worker's inability or decision not to continue serving as the supervising social worker, or otherwise learning of the need to secure a supervising social worker, advise the Committee in writing that Weaver is needing to secure a supervising social worker and the reasons for such change; and
- b. within twenty (20) business days of being notified of the supervising social worker's inability or decision not to continue serving as the supervising social worker, or otherwise learning of the need to secure a supervising social worker, secure a supervising social worker pursuant to and in accordance with the terms and conditions set forth in this Disciplinary Order. After twenty (20) business days, Weaver shall not practice if he has not secured a supervisor.

20. During the Disciplinary Period, Weaver shall comply with all provisions of §§ 337.600-337.689, RSMo, all rules and regulations

promulgated thereunder, and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States.

Any cause to discipline Weaver's License under § 337.630, RSMo, that accrues during the Disciplinary Period shall also constitute a violation of this Agreement.

21. Weaver shall meet with the Committee or its representative at any such time and place as required by the Committee or its designee upon notification from the Committee or its designee. Said meetings will be at the Committee' discretion and may occur periodically during the Disciplinary Period.

22. Weaver shall keep the Committee apprised of his current home or work addresses and telephone numbers. Weaver shall inform the Committee within ten (10) days of any change of home or work addresses or telephone numbers.

23. During the Disciplinary Period, Weaver shall timely renew his license, timely pay all fees required for licensure and comply with all other requirements necessary to maintain his license current and active.

24. If, at any time during the Disciplinary Period, Weaver ceases to maintain his Missouri license as current, the time of unlicensed status shall

toll the Disciplinary Period and shall not be deemed or taken as any part of the Disciplinary Period.

25. Unless otherwise specified by the Committee, all reports, documentation, evaluations, notices, or other materials required to be submitted shall be forwarded to: Missouri Division of Professional Registration, Missouri State Committee for Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102.

26. Upon the expiration of the Disciplinary Period, the license of Weaver shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Weaver has violated any term or condition of this Settlement Agreement, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Weaver's license.

27. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

28. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not

specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.

29. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the parties agree that the Committee may choose to conduct a hearing before it either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Weaver agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

30. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

31. 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.

32. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 337, 610, and 324, RSMo, as amended.

33. Weaver together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Committee, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

34. If Weaver does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Committee's Executive Director.

LICENSEE

COMMITTEE


Sherman Weaver, LCSW
License Number 000200


Tom Reichard
Executive Director
Committee

Date: 12/4/2015

Date: 12/17/2015