

**COMMONWEALTH OF KENTUCKY
BOARD CERTIFICATION OF ALCOHOL & DRUG COUNSELORS
Agency Case No. 13-04**

RECEIVED
MAR 13 2014
OCCUPATIONS
AND PROFESSIONS
COMPLAINANT

**COMMONWEALTH OF KENTUCKY,
BOARD OF CERTIFICATION OF
ALCOHOL AND DRUG COUNSELORS**

v.

SETTLEMENT AGREEMENT

SHANNON K. GRAY

RESPONDENT

* * * * *

Whereas, the Kentucky Board of Certification of Alcohol and Drug Counselors (hereafter "Board") having received an initial complaint alleging violations of KRS 309.086(1)(c), using false, misleading, or deceptive trade practices, and;

Whereas, Shannon K. Gray (hereafter "Respondent") acknowledges the Board has completed an investigation for which the Board has the authority to issue a Formal Complaint and Notice of Administrative Hearing and Order, and;

Whereas, Respondent admits his violation of KRS 309.086(1)(c), using false, misleading, or deceptive trade practices, and;

Whereas, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

IT IS HEREBY AGREED THAT:

Respondent agrees to cease: (a) the use of the initials MSW as part of his signature, (b) displaying Master of Social Work degree from Concordia College and University, and (c) to successfully complete six (6) hours of ethics continuing education within six (6) months of execution of the Settlement Agreement.

Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute failure to comply with an Order of the Board under KRS 309.086(1)(h) and 201 KAR 35:030 Section 4(3) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

The Board agrees to issue a Private Admonishment and not seek additional disciplinary action so long as the Respondent complies with the aforementioned terms.

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include: representation by an attorney at Respondent's own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against Respondent, the right to present evidence on Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the accusation and the right to obtain judicial review of the Board's decision. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

Release of Liability

The Respondent understands and stipulates that the aforesaid investigation conducted by the Board was conducted in good faith and in accordance with the duties imposed by law upon the Board. Execution of this Settlement Agreement shall constitute a full and final release of any and all claims, both known and unknown, that the Respondent may have against the Board and/or any employee or official of the Board, in their individual and official capacities, or any person who reported suspected violation to the Board.

Publication of Settlement Agreement

The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under federal law.

Acceptance by the Board

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be held. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the disciplinary charges if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against Respondent at a subsequent disciplinary hearing. The Respondent will be free

to defend and no inferences against Respondent will be made from the willingness to have entered into this agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board. This Settlement Agreement, and its terms, shall remain confidential and shall not be shared outside the authorized representatives of the parties until after adoption by the Board.

Complete Agreement

The individuals who have executed this Settlement Agreement certify that they are authorized to act on behalf of and bind the parties hereto.

Each of the undersigned acknowledges that this Settlement Agreement has been read in full and is fully understood by all of the undersigned, that each of the undersigned has signed and executed this Agreement freely and voluntarily, and that the terms of this Agreement become effective upon the execution of the last signatory hereto.

This Settlement Agreement consists of four (4) pages and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

SHANNON GRAY
Respondent

Date

GEOFF WILSON, CHAIRPERSON

Date

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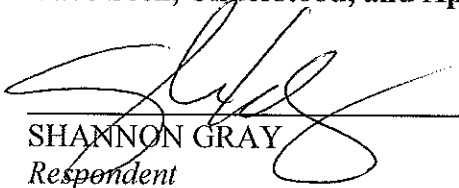
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Have Seen, Understood, and Approved:


SHANNON GRAY
Respondent

3/13/14
Date


GEOFF WILSON, CHAIRPERSON

3/6/14
Date