

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF SPEECH-LANGUAGE PATHOLOGY & AUDIOLOGY
COMPLAINT NO. 2024-SLP-00005

KENTUCKY BOARD OF SPEECH-LANGUAGE
PATHOLOGY & AUDIOLOGY

PETITIONER

v.

KARA NEWLAND, SLP#141367

RESPONDENT

AGREED ORDER

The Kentucky Board of Speech-Language Pathology and Audiology (the “Board”), and Kara Newland, SLP License #141367 (the “Respondent”) hereby enter into the following Agreed Order:

STIPULATIONS

1. Pursuant to KRS 334A.080(1), the Commonwealth of Kentucky, Board of Speech-Language Pathology and Audiology (hereinafter the "Board") may investigate persons engaging in practices which violate the provisions of KRS Chapter 334A and 201 KAR 17:011 to 17:110.

2. The Board received and reviewed an application for Speech-Language Pathology licensure (hereinafter the “full license”) submitted by Angela Jackson (hereinafter the “Supervisee”), whom Kara Newland (hereinafter the “Respondent”) supervised as an Interim licensee.

3. Upon receipt of the application for the Supervisee’s full license, the Board discovered the Supervisee’s Interim License had expired on February 1, 2024, and she had continued to practice without a license until September 12, 2024, while under the Respondent’s supervision.

4. On October 8, 2024, the Board filed a complaint against the Respondent pursuant to the requirements of 201 KAR 17:070. Section 2.(1)(c), KRS 334A.035(2) and 201 KAR 17:025. Section 2 and 201 KAR 17:027 for failure to provide the required supervision of the Respondent and violation of the terms of the Supervision Agreement entered between the Respondent and the Supervisee.

5. Upon review of all available information, the Board concluded that there is substantial evidence that Respondent violated 201 KAR 17:025. Section 2 and 201 KAR 17:027, for failing to design and provide a supervision system that protects pupil welfare and maintains the highest possible standards of quality Speech-Language pathology services by allowing a supervisee to continue to practice after expiration of an interim license, among other things.

6. The Board is authorized under KRS 334A.180 to take disciplinary action against licensees.

7. In lieu of initiating a formal administrative proceeding pursuant to KRS 334A.180 for the violation of the provisions of KRS Chapter 334A and the administrative regulations promulgated thereunder, the Parties mutually desire to settle this matter in an expeditious manner and have mutually decided to resolve this complaint by means of this Agreed Order.

8. The Board and the Respondent now therefore agree to this Agreed Order, which resolves Complaint Number 2024-SLP-00005 on the following terms and conditions:

FINDINGS

9. Respondent admits to the facts set forth in the above-referenced Stipulations. Respondent acknowledges the Board could find by a preponderance of the evidence the Respondent engaged in conduct that violates the provisions of 201 KAR 17:070. Section 2.(1)(c), KRS 334A.035(2) and 201 KAR 17:025. Section 2 and 201 KAR 17:027.

VOLUNTARY WAIVER OF RIGHTS

10. 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 Agreed Order.

11. Respondent has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein.

12. Respondent has executed this Agreed Order only after a careful reading of it and a full understanding of all of its terms.

13. The Respondent waives the right to challenge any agreed upon-term or condition of this Agreed Order notwithstanding any other statutory provision of KRS Chapter 334A, and the administrative regulations promulgated thereto. The Respondent expressly agrees those agreed-upon terms and conditioned contained therein are exclusively a matter of private right.

14. The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include the following:

- a. Representation by an attorney at the Respondent's own expense;
- b. The right to a public hearing on any charges contained in a formal complaint that may be filed by the Board;
- c. The right to confront and cross-examine witnesses called to testify against the Respondent;
- d. The right to present evidence on the Respondent's behalf;
- e. The right to compulsory process to secure the attendance of such witnesses;
- f. The right to testify on the Respondent's own behalf;
- g. The right to receive written findings of fact and conclusions of law

- supporting the decision on the merits of a Formal Complaint;
- h. The right to obtain judicial review of the Board's decision; and,
 - i. The right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 334A.080(2).

All of these rights are being voluntarily waived by Respondent in exchange for the Board's acceptance of this Agreed Order.

JURISDICTION

15. Respondent acknowledges the Board has jurisdiction over the matter and the conduct that has precipitated this Agreed Order. The Respondent also acknowledges the Board has the legal power to take disciplinary action up to and including revocation of Respondent's license to practice Speech-Language Pathology in Kentucky in accordance with KRS 334A.180 and 201 KAR 17:070.

16. The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreed Order have been met to the satisfaction of the Board.

PUBLICATION

17. Respondent acknowledges that, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's website.

TERMS

18. Based on the foregoing Stipulations and in consideration of the mutual promises, covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following terms:

- a. Respondent agrees to pay a \$250.00 fine within ninety (90) days of the effective date of this Agreed Order.
- b. Respondent agrees to complete two (2) hours of continuing education (hereinafter “CE”) related to supervision requirements and provide verification of completion to the Board within ninety (90) days of the effective date of this Agreed Order.
- c. Respondent agrees to comply with all the requirements of KRS 334A.010 through 334A.990 and 201 KAR 17:011 through 17:110 and commit no further violations.
- d. The Board agrees to not seek any additional formal or disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order so long as the fine is paid and CE is completed with proof to the Board the within the specified time;
- e. The Parties agree to execute all documents necessary to settle this matter. The Agreed Order may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

19. The Respondent expressly understands failure to comply with and complete all terms of this Agreed Order shall constitute failure to comply with an Order of the Board under KRS 334.180(1)(c) and 201 KAR 17:041, Section 3(5) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

20. The Parties agree to take all actions necessary that would cause the conditions and

obligations under this Agreed Order to become effective upon the date this Agreed Order is accepted by the Board. In the event that additional documents may need to be executed after said date, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

21. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each party has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein and that the Agreed Order will in fact be legally binding and will constitute the valid and legally binding obligation of each Party and will be enforceable against each Party in accordance with the respective terms hereof.

22. The Parties represent, agree, and acknowledge that they have read this Agreed Order in its entirety and fully understand and agree to its terms.

ACCEPTANCE BY THE BOARD

23. Respondent acknowledges that this Agreed Order, after Respondent's execution of same, shall be presented to the Board with a recommendation for approval from the Board's Counsel at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreed Order shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board. Respondent understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right Respondent may have had to challenge, based upon the presentation of this Agreed Order to the Board, the impartiality of the Board to hear an administrative action if this Agreed Order is rejected. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreed Order will be regarded as evidence in any subsequent disciplinary

hearing, nor shall any inference be taken from Respondent's willingness to enter into this Agreed Order.

24. The Agreed Order will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Agreed Order shall not become effective until it has been approved by the Board and endorsed by a representative member of the Board.

ENFORCEABILITY

25. All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Amended Agreed Order and to effectuate the purposes herein, and that this Amended Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Amended Agreed Order.

EFFECTIVE DATE

26. The effective date of this Agreed Order means the date of acceptance by the Board as reflected in its Meeting Minutes and date this Agreed Order was executed through signature and counter-signature.

CHOICE OF LAW, VENUE, AND TRIAL RIGHTS

27. This Amended Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties' consent and agree to the *in personam* jurisdiction of such Court. The parties agree that trial of any such litigation shall be by bench trial only, and each party hereby waives its right to jury trial in any dispute arising from this Agreed Order.

COSTS

28. The parties shall bear their respective costs.

MODIFICATION

29. This Amended Agreed Order may not be altered, amended, or modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

30. In consideration of execution of this Amended Agreed Order, Respondent and Respondent's executors, administrators, successors and assigns hereby release and forever discharge the Commonwealth of Kentucky, the Board, and the Public Protection Cabinet, and each of their members, agents, and employees in their individual and representative capacities from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Amended Agreed Order, or its administration.

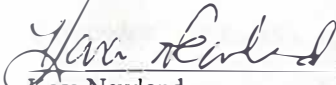
COMPLETE AGREED ORDER

31. This Agreed Order consists of ten (10) numbered pages and embodies the entire agreement between the Board and the Respondent. This Agreed Order shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. Respondent shall not rescind, revoke, withdraw, or seek to modify this Agreed Order prior to or during its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

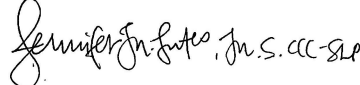
COOPERATION WITH THE BOARD

32. The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, and its Impairment Committee and representatives, to monitor the Respondent's compliance with the terms and conditions of this Agreed Order. The Respondent shall sign and file any appropriate authorizations and/or releases for information that may be requested by the Board or its representative member.

HAVE SEEN AND AGREED:


Kara Newland
Respondent

3/10/25
Date


Jennifer Lutes, Chair
Kentucky Board of Speech-Language
Pathology & Audiology

3/11/2025
Date

ORDER APPROVING AGREED ORDER

Upon consideration of this Agreed Order, it is hereby **ORDERED** that the terms of this Agreed Order are approved and adopted.

IT IS HEREBY FOUND THAT Respondent's conduct constituted violations of KRS Chapter 334A.

IT IS HEREBY ORDERED THAT the Respondent shall pay a \$250.00 fine and complete two (2) hours of continuing education on supervision requirements within ninety days (90) days of the effective date of this Agreed Order as authorized by KRS 334A.180(1).

SO ORDERED this 11th day of March 2025.

FULL BOARD CONCURRING.



3/11/2025

Chair

Date

Kentucky Board of Speech-Language
Pathology & Audiology


CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order and Order Approving Agreed Order were mailed this 2 day of April 2025, by electronic mail, and on the 2 day of April, 2025, mailed by regular first-class mail and to:

Kara Newland
105 Revere Drive
Versailles, Kentucky 40383
karanewland@hotmail.com
Respondent

And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
Sara.janes@ky.gov
Board Counsel



Board Administrator