

CSWMFTB

Ms. Winland completed the terms of the consent agreement as of 7/17/2008

2005 MAY 15 P 1:25

**CONSENT AGREEMENT
BETWEEN
JOANNE K. WINLAND
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between JOANNE K. WINLAND, hereinafter, "WINLAND," and the STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD, hereinafter "BOARD," the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated therein.

WINLAND hereby acknowledges that she has read and understands this CONSENT AGREEMENT and has voluntarily entered into it without threat or promise by the BOARD or any of its members, employees or agents.

WINLAND is fully aware of her rights, including her right to be advised by counsel and her right to a hearing pursuant to Chapter 119 of the Ohio Revised Code on the issues which are the subject of this CONSENT AGREEMENT. Should WINLAND fail to comply with any provisions of this CONSENT AGREEMENT, WINLAND knowingly waives her rights under ORC Chapter 119 with respect to the claims in this agreement.

This CONSENT AGREEMENT contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this CONSENT AGREEMENT.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

1. WINLAND is a social worker (S-0031698) licensed in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of social work as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. WINLAND received her social work license on July 16, 2004.
2. On August 19, 2005, WINLAND was convicted of Aggravated Theft, in Muskingum County, Ohio, a felony of the third degree. This inappropriate conduct constitutes a violation of Ohio Revised Code Section 4757.36(A) (5) and Ohio Administrative Code Section 4757-11-01(C) (7).

3. **WINLAND ADMITS** the allegations referenced in paragraph 2 above.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal disciplinary proceedings, **WINLAND** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. **WINLAND** will take, at her own expense, six (6) hours of continuing education focused on social work ethics. The workshops must be pre-approved by the **BOARD'S** Deputy Director or his designee. These six (6) hours will not count toward the thirty (30) continuing education hours needed for renewal of her license as a social worker. **WINLAND** must send copies of her attendance certificates of these workshops upon completion to the Investigation Unit of the **BOARD**. **WINLAND** will have until May 19, 2007, to complete, and submit verification to the **BOARD** office, of this requirement.
2. **WINLAND** must inform the board in writing if she changes her employment status. **WINLAND** must disclose this consent agreement to any future employer that intends to hire **WINLAND** to practice social work.
3. **WINLAND** must provide documentation, on a semi-annual basis, of proof of restitution as ordered by the Muskingum County Court of Common Pleas.

It is hereby agreed by and between both parties that this **CONSENT AGREEMENT** hereby settles all issues concerning this matter.

By her signature on this **CONSENT AGREEMENT**, **WINLAND** acknowledges that in the event the **BOARD**, in its discretion, does not approve this **CONSENT AGREEMENT**, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **WINLAND** agrees that should the **BOARD** reject this **CONSENT AGREEMENT** and if this case proceeds to hearing, she will assert no claim that the **BOARD** was prejudiced by its review and discussion of this **CONSENT AGREEMENT** or of any information relating thereto.

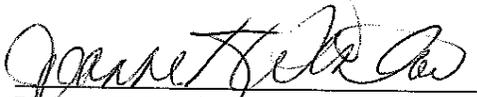
WINLAND hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

This **CONSENT AGREEMENT** shall be considered a public record as that term is used in Section 149.43 of the Ohio Revised Code. Pursuant to 42 USC Section 132a-73(b), 5 USC Section 552a, 45 CFR part 61 and Ohio Revised Code Section 2301.373(E), the **BOARD** may be required to provide **WINLAND'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its May 19, 2006, meeting.

This **CONSENT AGREEMENT** shall take effect upon the date of the last signature below:

THE OHIO COUNSELOR,
SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD



JOANNE K. WINLAND, SW

May 15, 2006
Date



Theresa Cluse-Tolar, LISW, Ph.D.
Chair, Counselor, Social Worker and Marriage and
Family Therapist Board

5-20-06
Date



Peter R. Casey, IV, Esq.
Assistant Attorney General
Counselor, Social Worker and Marriage and Family
Therapist Board

5/19/06
Date