

SETTLEMENT AGREEMENT

In re Nancy Clancy

STATE OF NEW HAMPSHIRE
BOARD OF SPEECH LANGUAGE PATHOLOGY
CONCORD NH 03301

In the Matter of:
Nancy Clancy, SLP
License #1910

Docket No. 21-SLP-0001

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of speech language pathology, the New Hampshire Board of Speech Language Pathology ("Board") and Nancy Clancy ("Respondent"), a speech language pathologist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by speech language pathologists who are its licensees pursuant to RSA 328-F:23, I and RSA 328-F:24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI and AHP 214.01.
2. The Board first granted Respondent a license to practice as a licensed speech language pathologist in the state of New Hampshire on June 4, 2019. Respondent holds license number 1910. Respondent's current license expires on December 31, 2021.
3. Respondent has been licensed as a speech language pathologist for 43 years.

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4. In response to a complaint received from the Derry Cooperative School District, the Board conducted an investigation and obtained information from various sources pertaining to the Respondent's allegedly improper use of restraint of a minor student.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II (c), (e), and/or (j) by the following facts:

- a. On or about October 27, 2020, Respondent met the student at Derry Cooperative School to provide speech language pathology services.
- b. Respondent had difficulty bringing the student to his classroom and spent approximately twenty-five (25) minutes in the lobby with the student trying to calm and re-direct the student during which staff members and students passed through the lobby at various times.
- c. After about twenty-five (25) minutes with said student, Respondent allegedly experienced an urgent personal condition of her own; and also needed to urgently move the student away from the heavy exterior doors of the school building, from which the student would not move. While trying to lift the student from the floor, the student wriggled into a backwards position, and Respondent thus picked up and carried the student upside down by the ankles for a short distance of a few steps. Moments later, the student then walked on his own, holding the hand of the Respondent, away from the lobby area. Shortly thereafter, upon entering the interior hall to the classroom, the student dropped to the floor a little beyond halfway

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down the hall, and the Respondent pulled the student by the arm for a distance of at least six (6) feet, trying to get him to the classroom.

d. Once in the classroom, the student began playing with toys.

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (c), (e), and/or (j).

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a licensed speech language pathologist in the State of New Hampshire pursuant to RSA 328-F:23, II(c).

8. **WHEREFORE**, the Respondent consents to the Board imposing the following discipline and terms pursuant to RSA 328-F:23, III.:

- a. The Respondent's license is REVOKED in the state of New Hampshire.
- b. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom the Respondent performs services as a licensed speech language pathologist, and agency or authority which licenses, certifies or credentials speech language pathologists, with which Respondent is presently affiliated.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and a separate and sufficient basis for further disciplinary action by the Board.

10. Respondent understands that should the Respondent continue to provide services requiring a New Hampshire speech language pathology license, or to hold herself out as

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holding a currently valid a speech language pathology license in the State of New Hampshire that shall constitute a violation of RSA 326-F:8 III. and shall be guilty of a misdemeanor.

11. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board arising from the facts and circumstances described above and in the complaint. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this *Settlement Agreement* as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.

12. The Board has no other open investigations of the Respondent.

13. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.

14. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

15. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

16. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

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17. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.

18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.

19. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* has prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

20. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

21. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

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FOR RESPONDENT

Dated: 8/11, 2021

Nancy Clancy
Nancy Clancy,
Respondent

On this 11 day of August 2021 A.D. 2021 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Kaitlyn Roberts

Justice of the Peace/Notary

Public My commission expires: May 8, 2026



KAITLYN ROBERTS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 8, 2026

FOR THE BOARD

ACCEPTED BY THE BOARD OF SPEECH LANGUAGE PATHOLOGY on this 24th day of MARCH, 2021 (Effective Date).
2022

Date: 03-24-22

Jessica M. Wheelan
(Signature)

JESSICA M WHELEHAN - BOARD ADMINISTRATOR

(Print or Type Name)

Authorized Representative of the
Board of Allied Health Professionals and/or
Physical Therapy Governing Board