



PUBLIC PROTECTION CABINET

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GOVERNOR

Kentucky Board of Examiners of
Psychology

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SECRETARY

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DEPUTY SECRETARY

Kristen Lawson
COMMISSIONER

Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 2024PSY00001

Commonwealth of Kentucky,
Board of Examiners of Psychology

Petitioner

v.

Order

Callie Ernspeker, M.Ed., LPA

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology, having met on November 3, 2025, and having voted on the above-styled case, hereby adopts and incorporates the attached Settlement Agreement as a Board Order.

It is so ordered.

Dated this 3rd day of November, 2025.

Kentucky Board of Examiners of Psychology

By: 
Harwell Smith, Ph.D., Chair

Certificate of Service

I hereby certify a true and accurate copy of the foregoing Order and Settlement Agreement was served by e-mail or was mailed by first-class, postage prepaid as indicated below, this ~~Friday~~ day of November, 2025, to:

Callie Ermspiker, M.Ed., LPA

[REDACTED]

Respondent

Mark R. Brengelman, Attorney at Law, PLLC

306 West Main Street, Suite 503

Frankfort, Kentucky 40601

(E-mail: Mark@MarkRBrengelmanPLLC.attorney)

Board Counsel

Luke Morgan, Attorney at Law

McBrayer, PLLC

201 East Main Street, Suite 900

Lexington, Kentucky 40507

(E-mail: LMorgan@mchrayefirm.com)

Counsel for Respondent



Patricia A. Bolton, Administrative Specialist Senior

Kentucky Board of Examiners of Psychology

Deputy Clerk for the Board

2. On or about the fall of 2023, the Respondent was working as a psychologist and had sexual contact with a patient or client as prohibited by KRS 319.082(1)(n) on more than one occasion in October and November of 2023;

Stipulated Conclusions of Law

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Settlement Agreement:

1. During the period from at least October and November, 2023, the Respondent's Kentucky credential was active and subject to regulation and discipline by the Board;
2. The Respondent admits the Respondent committed at least one (1) violation of KRS 319.082(1)(n) for having had sexual contact with a patient or client;
3. Based upon the Stipulation of Facts, the Respondent admits that the Respondent has engaged in conduct that violates the provisions of KRS 319.082 and 201 KAR 26:145 as set forth above and accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;
4. Pursuant to KRS 319.082(1), the parties may fully and finally resolve this pending matter without the filing of a formal complaint and an evidentiary hearing by entering into informal resolution as set forth in this Settlement Agreement.

Agreed Order

Based upon the foregoing Stipulation of Facts and Stipulated Conclusions of Law, and based upon their mutual desire to resolve fully and finally this pending matter without an evidentiary hearing, the parties enter into the following Settlement Agreement and Agreed

Order:

1. The Board shall assess an administrative fine in the amount of \$2,000.00 against the Respondent, which shall be stayed and not paid by the Respondent so long as the Respondent complies with all terms and conditions of this Settlement Agreement;
2. The Respondent's license to practice as a Licensed Psychological Associate shall be actively suspended for a period of five (5) years from the date of an order of the Board adopting this Settlement Agreement or the date of December 1, 2025, whichever is later, with the first one (1) year of the suspension being an active suspension, and with the remaining four (4) years of suspension fully probated upon the following terms and conditions as set forth in ¶¶ 3, 4, and 5, below:
 3. During the period of active suspension, the Respondent shall not engage in the practice of psychology as that term is defined in KRS 319.010(7), and otherwise shall not provide a mental health service to any person or client as defined by 201 KAR 26:145 § 3(1)-(3), and shall not refer to the Respondent as a psychologist or any other letters, abbreviations, or words that may mislead a member of the public into concluding that the Respondent is a credential holder of the Board;
 4. Nothing in this Settlement Agreement shall during the period of active suspension as set forth in ¶ 3, above:
 - A. Prevent the Respondent from engaging in other business endeavors for money such as being a Life Coach, Wellness Coach, or Executive Coach, so long as the Respondent obtains the following written informed consent from each person, business, or entity that states at least the following and in substantial part:
 - B. The Respondent is: 1) providing business or personal services and is not practicing "psychology" as that term is defined in KRS 319.010(7); 2) there is no

medical standard of care for the business or personal services provided by the Respondent; 3) there is no confidentiality under law for the business or personal services provided by the Respondent or to any of the communications between the Respondent and the persons, businesses, or entities for whom the Respondent is providing business or personal services, and; 4) there is no record keeping requirement under law for the business or personal services provided by the Respondent to the persons, businesses, or entities for whom the Respondent is providing business services.

5. Upon the expiration of the Respondent's one (1) year period of active suspension as set forth above, the Respondent shall be subject to the clinical supervision requirements of 201 KAR 26:171 §§ 12 and 13 during the four (4) years of probated suspension, although the Board may designate the same clinical supervisor as would be required for the clinical supervision of the Respondent as a Licensed Psychological Associate, and notwithstanding any other provision of KRS Chapter 319, the Respondent shall not be credentialed as a Licensed Psychological Practitioner or other credential with independent practice until the Respondent has completed the four (4) years of probation and has met the provisions of all other required statutes and administrative regulations for credentialing as a Licensed Psychological Practitioner or other credential to practice independently; the Respondent shall contact the Board in writing at least 90 (ninety) days before the expiration of the Respondent's one (1) period of active suspension so that the Board and the Respondent may comply with the clinical supervision requirements of 201 KAR 26:171 §§ 12 and 13;

6. Any period in which the Respondent is not practicing psychology during the four (4) years of probation shall not reduce the four (4) year period in which the Respondent shall be under the clinical supervision of a Licensed Psychologist as set forth in ¶ 5, above;

7. The Respondent's license is hereby administratively reprimanded in writing, with this settlement agreement constituting the administrative reprimand;

8. The Respondent shall cooperate with the Board in providing truthful information and testimony in any other pending investigation or administrative disciplinary action related to Agency Case No. 2024-PSY-00001 that may come before the Board, and the Respondent shall have the right for counsel to be present;

Knowing and Voluntary Waiver of Rights

1. The Respondent permanently and irrevocably waives the Respondent's right to appeal from this Settlement Agreement, notwithstanding any provision of KRS Chapter 319 or other relevant statute or administrative regulation;

2. The Respondent has had the opportunity to seek advice from competent counsel of Respondent's choosing. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreement. The Respondent knowingly and voluntarily enters into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein, and has executed this Settlement Agreement only after a careful reading of it, and consultation with a competent attorney of the Respondent's own choosing if the Respondent so desires, and a full understanding of all of its terms. The Respondent is fully aware of and expressly waives the right to contest charges in a formal hearing pursuant to KRS 319.092, the right to obtain counsel at the Respondent's expense, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of witnesses,

the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the Board's decision on the merits of the Formal Complaint, judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 319.092(7). All of these rights are being knowingly, voluntarily, and freely waived by the Respondent with acceptance and execution of this agreement by the Respondent;

Jurisdiction of the Board

1. The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct that precipitated this Settlement Agreement; that the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's credential to practice psychology in Kentucky and the issuance of an administrative fine; and the Respondent further acknowledges the Board shall retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board;

Settlement Agreement Subject to Public Disclosure

1. The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement 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 that the Board is free to use this Settlement Agreement in any manner not prohibited by statute or administrative regulation;

2. This agreement shall constitute disciplinary action that may be reportable under state or federal law;

Release of Potential Claims Against the Board

1. In exchange for the Board's agreement to settle its claims against Respondent, and for other valuable consideration named in this Settlement Agreement, the Respondent and the Respondent's executors, administrators, successors and assigns, hereby release and forever discharge the Commonwealth of Kentucky, the Board, and the Board's members, employees, attorneys, contractors, and other agents of the Board, in their official, individual, representative, and personal 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 the 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 Settlement Agreement, or any fact or occurrence up to the date of entry by the Board of this Settlement Agreement;

Procedure for Board Approval

1. It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Board at its next regularly scheduled meeting;
2. The Respondent acknowledges that the Board is free to accept or reject this Agreement and that if it is rejected by the Board, a formal disciplinary hearing on the accusation against the Respondent may be rescheduled thereafter;
3. The Respondent waives any right the Respondent might have to challenge the Board's impartiality or competence to conduct a disciplinary hearing on the basis of the negotiation and drafting of this Settlement Agreement;
4. 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 permitted

as evidence against the Respondent at the subsequent disciplinary hearing. Any term or condition of this Settlement Agreement shall not be permitted as evidence for or against the Board at any subsequent disciplinary hearing. No inferences shall be made from the Respondent's or the Board's willingness to enter into this Settlement Agreement;

5. The Settlement Agreement shall 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 the Board and signed by a member of the Board. The date of entry of an Order of the Board adopting this Settlement Agreement shall be the effective date of the Settlement Agreement;

Enforcement

1. The Respondent expressly understands any violation of the terms of this Settlement Agreement shall provide the legal basis for additional disciplinary action including imposition of the administrative fine in the amount of \$2,000.00 as set forth on Page 3, ¶ 1, and shall constitute failure to comply with an order of the Board under KRS 319.082(h), and for which the Board may impose additional penalties available under law after notice and an opportunity to be heard, including judicial enforcement against the Respondent in the circuit court of venue;

2. The parties agree the Franklin Circuit Court shall be the sole forum for the adjudication in court of any disputes arising from this Settlement Agreement or its execution.

The parties further agree any such disputes shall be adjudicated by application of the laws of the Commonwealth of Kentucky;

3. Notwithstanding the above, the parties agree any alleged failure of the Respondent to comply with any term or condition of this Settlement Agreement may result in a

subsequent Notice of Administrative Hearing and Show Cause Order being filed by the Board under KRS Chapters 13B and 319 stating the alleged failure to comply; the parties further agree the Board may not proceed under 201 KAR 26:130 § 2, but may proceed directly to 201 KAR 26:130 § 3 if the Board or its designee warrants the issuance of an administrative charge against the Respondent for the alleged failure to comply with any term or condition of this Settlement Agreement;

4. The Respondent agrees to pay the Board reasonable attorney's fees if the Board prevails, in whole or in part, in any such legal proceeding to enforce or to defend any aspect of this Settlement Agreement whether in an administrative hearing before the Board or in the Franklin Circuit Court;

Requirement for Cooperation

1. The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Agreement;

Complete Agreement

1. This Settlement Agreement consists of ten (10) pages, and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement following the Respondent's execution thereof and prior to its presentation to the Board for approval. It may not be altered, amended, or modified without the express written consent of both parties.

The Respondent:

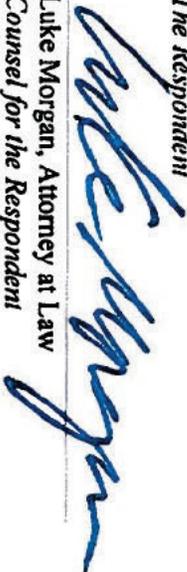
Callie Ernspiker

Callie Ernspiker, M.Ed., LPA

The Respondent

Date October 6, 2025.

Luke Morgan, Attorney at Law
Counsel for the Respondent



Date 10-6, 2025

For the Board of Examiners of Psychology:



Karl R. Brengelma, Attorney at Law
Board Counsel

Date November 3, 2025, 2025.