# OHIO ARCHITECTS BOARD

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| **IN THE MATTER OF:** | : | **File No. 2013-18** |
| | : | |
| **Allan B. Clough, Cert. No. 2331** | : | |
| **7774 Fairview Avenue** | : | |
| **Kirtland, Ohio 44094** | : | |

## SETTLEMENT AGREEMENT

1. This agreement is made between Allan B. Clough, hereinafter ("Respondent") and the Ohio Architects Board, hereinafter ("Board").

2. The above parties hereby stipulate to the jurisdiction of the Board over this matter.

3. The Board enters into this Settlement Agreement in lieu of formal proceedings based upon an alleged violation of Ohio Administrative Code sections 4703-2-07 (B) and (C) as listed in the Notice of Opportunity letter dated April 16, 2013 hereinafter ("Notice") sent to Respondent by Amy M. Kobe, Executive Director of the Board.

4. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4703 of the Revised Code and the Ohio Administrative Code, whether occurring before or after the effective date of this agreement.

5. The parties agree that the terms of this agreement are a compromise and that the settlement agreement binds the parties hereto, their assigns and successors in interest. This is a disciplinary action that will be a part of Respondent's permanent Board record and is information that is available to the public.

6. As a result of an audit conducted by the Board, Respondent was notified by Notice that the Board intended to determine whether or not to issue a fine, reprimand, suspend or revoke Respondent's license to practice architecture in the State of Ohio based upon allegations that Respondent failed to complete the Board's mandatory continuing education requirements for the year 2012. Respondent was audited for compliance of continuing education and was found to be deficient 12 HSW hours of the required 12 HSW hours for the year 2012.

7. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Respondent and the Board hereby agree to the following terms of settlement in Case No. 2013-18:

**A.** Respondent waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

**B.** Respondent will pay in full, a fine of **$1,500.00 / One-Thousand Five Hundred Dollars** to the Board **no later than May 16, 2013**.

C. Complete the deficient 12 HSW hours and submit proof to Board **no later than May 16, 2013.** (*CE hours awarded will not count towards the mandatory continuing education requirement*).

BOARD WAIVED ETHICS MONOGRAPH. C.H. 9-13-13

D. Respondent will successfully complete the "*Ethics and Professional Rules of Conduct: Distinction and Clarification*" mini monograph offered by NCARB and provide to the Board a copy of the certificate of completion **no later than May 16, 2013**. (*CE hour awarded will not count towards the mandatory continuing education requirement*).

**E.** Respondent hereby agrees that in the future, he will comply with the Board's mandatory continuing education requirements, rules and deadlines.

**F.** Respondent affirms that he has read and understands the Board's current laws & rules in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. Laws & rules can be found on the Board's website at www.arc.ohio.gov

**G.** Respondent shall obey all federal, state and local laws and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where he may hold a license to practice architecture. If Respondent is convicted of any criminal offense or violation of law other than a minor misdemeanor offense within the next two (2) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. If Respondent violates any provision of the agreement or fails to abide by the terms or sanctions set forth above, Respondent agrees that the Board may suspend his certificate of qualification to practice architecture in Ohio until such time as the terms or sanctions of the agreement are fully completed to the satisfaction of the Board.

9. It is hereby understood that this agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an agreement on the terms herein, this document shall become null and void and without any force or effect.

10. Respondent waives any and all claims or causes of actions he may have against the State of Ohio, the Ohio Architects Board and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

11. This agreement shall be effective on the date it is approved by the Board and signed by the Board's Executive Director.

12. This document shall be considered a public record in accordance with Ohio Revised Code Section 149.43.

Allan B. Clough

Allan B. Clough
Cert. No. 2331

Date: 24 May 2013

Amy M. Kobe, CAE, Hon. AIA
Executive Director of the Board

Date: 9/13/13