

IN THE MATTER OF:

File No. 02-33

February 21, 2003

Richard J. Weber, Cert. No. 4434
8058 Hermitage Road
Concord Township, Ohio 44077-9118

Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the STATE OF OHIO, BOARD OF EXAMINERS OF ARCHITECTS, (hereinafter the "**BOARD**"), located at 77 South High Street, 16th Floor, Columbus, Ohio 43215, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and RICHARD J. WEBER, Cert. No. 4434, (hereinafter "**RESPONDENT**"), whose mailing address is 8058 Hermitage Road, Concord Township, Ohio 44077-9118.

WHEREAS, a disagreement has arisen between **RESPONDENT** and the **BOARD** regarding **RESPONDENT**'s violation(s) of Ohio Revised Code section 4703.15 (C) arising out of **RESPONDENT**'s practicing architecture without a current Ohio certificate of qualification since December 31, 1987.

WHEREAS, the **BOARD**, pursuant to O.R.C. 4703.03 (A), has initiated an investigation of the violation(s) by **RESPONDENT**; and

WHEREAS, the **BOARD** and **RESPONDENT** desire to resolve the above-mentioned disagreement without formal legal proceedings.

NOW THEREFORE, in consideration of the various promises and mutual covenants contained herein, the **BOARD** and **RESPONDENT** agree as follows:

1. **RESPONDENT**, for the purposes of this proceeding only, hereby stipulates that the conduct recited above constitutes a violation of Ohio Revised Code section 4703.15 (C).

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2. **RESPONDENT** waives his right to a hearing, pursuant to Ohio Revised Code section 119.07 and any and all claims or causes of action he may have, including but not limited to, appeal from this agreement, or any order derived herefrom, or attorney fees, against the State of Ohio, the **BOARD** and its members, officers, employees and/or agents, arising out of matters which are subject of this agreement.

3. With respect to the charges alleging that **RESPONDENT** practiced architecture without a current Ohio certificate of qualification since December 31, 1987, **RESPONDENT** for the purposes of this proceeding only, will accept a *Letter of Reprimand* attached as Exhibit A hereto.

4. **RESPONDENT** will successfully complete, pass and then submit to the **BOARD** copies of his certificate of completion of the following NCARB Monographs: *Why Buildings Fail, Professional Conduct, Sub-Surface Conditions, Fire Safety in Buildings* and *Energy-Conscious Architecture*, all of which are published by NCARB. Until **RESPONDENT** has successfully completed all five (5) monographs described above and has his current licensure reinstated, **RESPONDENT** shall not use his architectural seal, or hold himself out as an architect.

5. Once **RESPONDENT** provides verification to the **BOARD** that he has successfully completed all five (5) Monographs described in Paragraph Four (4) above, **RESPONDENT** shall be given an Ohio certificate of qualification to practice architecture for a probationary period of four (4) years upon renewal.

6. During **RESPONDENT'S** probationary period, **RESPONDENT** shall annually complete continuing education units as per AIA guidelines, or Ohio continuing education guidelines, if adopted, whichever is greater. **RESPONDENT** shall provide proof of his completion of continuing education to the **BOARD** no later than December 31st of each of the next four (4) years. Provided **RESPONDENT** complies with all requirements as set forth in this paragraph, **RESPONDENT** shall no longer be on probation after the four (4) year probationary period ends.

7. The **BOARD** will notify *NCARB* of the discipline accepted by **RESPONDENT**;

8. The **BOARD** will publish the discipline accepted by **RESPONDENT**, for the purposes of this proceeding only, in the Board newsletter.

9. **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 the **RESPONDENT** may hold a license to practice architecture.

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If **RESPONDENT** is arrested or charged with any violation of law, other than minor misdemeanor traffic violations, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the arrest, citation or charge.

10. Should **RESPONDENT** fail to comply fully with the terms of this agreement, the **BOARD** reserves the right to institute formal legal proceedings for any and all possible violations or breaches. Including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this agreement;

11. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this agreement, the Board may impose any penalty provided for in Ohio Revised Code section 4703.151, subject to section 119 of the Ohio Revised Code.

12. This agreement constitutes a compromise and settlement of a disputed matter between the parties, which is referenced in the second recital paragraph, and operates as a release of all claims of the **BOARD** against **RESPONDENT**, and **RESPONDENT** against the **BOARD**, its members, employees, agents and any agency, instrumentality or political subdivision of the State of Ohio, known or unknown, that participated in the above referenced investigation of this dispute giving rise to the liability of **RESPONDENT** for the violation(s) herein; and

13. The **BOARD** and **RESPONDENT** agree that the terms of this agreement bind the parties hereto, their successors, assigns and the like; and

This agreement:

- a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than set forth, shall be binding on any of the parties;
- b. shall be governed by the laws, rules, and courts of the State of Ohio.

14. This agreement may not be modified without the written approval of both parties.

15. This agreement is severable. If any provision of this agreement is declared void or invalid by any court, all other provisions of this agreement remain binding.

16. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT** notwithstanding the provisions in paragraph (19) below. This Agreement is executed by the **RESPONDENT** solely for the purpose of avoiding further administrative action with respect to this case.

In this regard, **RESPONDENT** initiated settlement negotiations in order to attempt to resolve the disciplinary action filed against him. **RESPONDENT** authorized the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement or counter-proposal by the **BOARD**.

Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that presentation to and consideration of this Agreement, counter-proposal, or other documents and matters by the **BOARD**, shall not unfairly constitute or illegally prejudice the **BOARD** or any of its members from further participation, consideration, adjudication or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim.

17. The **BOARD** and **RESPONDENT** agree that this is a final resolution of all charges, actions, claims or defenses of any kind whatsoever between the two parties, whether administrative, civil or criminal, related to the allegations brought by the **BOARD** against **RESPONDENT** pertaining to **RESPONDENT's** work to date; and

18. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

19. It is hereby understood that except for paragraph (16) above, which is binding on **RESPONDENT** by his signature alone, 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, or the Agreement is rejected by the **BOARD**, this Agreement shall become null and void without any force or effect. The Board's approval shall be designated by a majority vote of the **BOARD** at a Board

meeting at which this Agreement is considered.

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20. **RESPONDENT** acknowledges that he has read this Settlement Agreement, that he has had an opportunity to discuss it with his attorney(s), that he fully understands this agreement, and that he is voluntarily signing this agreement.

RESPONDENT

BY: 
DATE: 5-5-03
Richard J. Weber, Cert. No. 4434

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 30~~th~~ DAY OF May, 2003.

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS


WILLIAM N. WILCOX
EXECUTIVE DIRECTOR