

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and JEROME KERNER Certificate No. 11571 hereinafter ("KERNER") effective on the _____ day of _____ 1998.

WHEREAS, a disagreement has arisen between KERNER and the BOARD regarding alleged violation(s) by KERNER of O.R.C. 4703.151 and O.A.C. 4703-3-07 (D) (3) arising out of KERNER's entering into a Consent Order with the South Carolina Board of Architectural Examiners on or about June of 1997 for various violations in that jurisdiction;

WHEREAS, the BOARD has initiated an investigation of the alleged violation(s) by KERNER and

WHEREAS, the BOARD and KERNER desire to resolve the above mentioned disagreement without further formal legal proceedings; and

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

1. KERNER hereby agrees to comply with the registration laws and regulations governing his or her professional practice in any United States jurisdiction; and
2. The BOARD will notify NCARB of the agreement entered into between the BOARD and KERNER.

3. It is hereby understood that this Settlement 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 Settlement Agreement is rejected by the BOARD, this document shall become null and void without any force or effect. Signature by the Executive Secretary of the Board on this document does not indicate approval or execution of this agreement by the BOARD. The BOARD's approval shall be designated by a majority vote of the BOARD at a board meeting at which this agreement is considered; and

4. KERNER initiated settlement negotiations in order to attempt to resolve the allegations concerning him. In this regard, he has authorized the BOARD to review and examine all investigative file materials concerning this case prior to and in conjunction with consideration of any proposed settlement agreement or counter-proposal by the BOARD. It is agreed that presentation to and consideration of any proposed settlement and file materials to the BOARD, or the offer of any counter-proposal by the BOARD, will not and has not unfairly or improperly prejudiced KERNER in this matter, and will not prevent the BOARD or any of its members from participation, consideration, adjudication or resolution of these proceedings.

5. The BOARD and KERNER 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 KERNER pertaining to KERNER's work to date; and

6. This document shall be considered a public record in accordance with R.C.

149.43.

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: Jerome Kerner
JEROME KERNER

BY: William N. Wilcox
WILLIAM N. WILCOX
Executive Secretary

DATE: 3/6/98

DATE: 3/13/98

