STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN

In the Matter of
Ellen Christine Schultze, Unlicensed

SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER
Board File No. 2005-0015

TO: Ellen Christine Schultze
503 Eighth Avenue SW
Rochester, MN 55902

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes §§ 214.10 and 326.111 (2004) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Ellen Christine Schultze ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREEED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minn. Stat. § 326.111, subd. 3 (2004), the Board

is authorized to issue an order requiring an unlicensed person to cease and desist from holding herself out as an architect in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement.

2. Facts. This Settlement Agreement is based upon the following facts:

a. Respondent was first licensed to practice architecture in the State of Minnesota on November 27, 1991.

b. On June 30, 2002, Respondent's license to practice architecture in the State of Minnesota expired.

c. On June 7, 2005, Respondent submitted a letter dated, June 3, 2005, to the Board in response to the allegation letter she received from the Board dated, May 5, 2005. In the Respondent's letter, she admits to holding herself out as an architect during the period of time under investigation. Respondent stated, "In my work during the period under investigation I have referred to myself as an architect and served as a design consultant on land development, working as directed by the client with firms of record; on single family residential projects; and on some small community service projects." A true and correct copy of the Respondent's response letter is attached as Exhibit 1. Respondent submitted 161 pages of documentation with the response letter. There were 11 documented instances where the Respondent held herself out as an architect on various emails, letters, drawings, invoices, resumes, fax cover sheets, and business cards between June 30, 2002 and May 5, 2005, the period under investigation.

3. Violations. Respondent admits that the facts specified above constitute

violations of Minnesota Statutes §§ 326.02 subdivision 1 and subdivision 2 (2004) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding herself out as an architect in Minnesota, and from further violations of Minnesota Statutes §§ 326.02 to 326.15 (2004) until such time as she becomes licensed as an architect in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of Two Thousand Five Hundred Dollars ($2,500.00) to the Board. Respondent shall submit a cashier's check or money order for Two Thousand Five Hundred Dollars ($2,500.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a

contested case proceeding pursuant to Minn. Stat. ch 14. Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minn. Stat. § 16D.17 (2004), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(b) above, Respondent agrees that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minn. Stat. ch. 14, Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Data Practices Act, this

Settlement Agreement is classified as public data upon its issuance by the Board. Minn. Stat. § 13.41, subd. 5 (2004). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Data Practices Act, Minn. Stat. ch. 13. They shall not, to the extent they are not already public documents, become public merely because they are referenced herein.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agreed to this Settlement Agreement and is freely and voluntarily signing it. The Settlement Agreement contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that she may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this Settlement Agreement shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

Ellen Christine Schultze

Dated: 16 November, 2006

COMPLAINT COMMITTEE

BY: Billie Lawton/Public Member
Billie Lawton, Public Member
Complaint Committee Chair

Dated: 11-16, 2006

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 8TH day of DECEMBER, 2006.

MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE
ARCHITECTURE, GEOSCIENCE AND
INTERIOR DESIGN

By: Harvey H. Harvala
Harvey H. Harvala, PE
Chair

June 3, 2005 **Confidential**
(June 5, 2005, Corrected Postscript: Attachments, paged as noted)

Ms. Patricia Munkel-Olson
Investigator, The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience & Interior Design
85 East 7th Place, Suite 160
St. Paul, Minnesota 55101

RECEIVED
JUN - 7 2005

Re: Schultze, File No. 2005-0015

Dear Ms. Munkel-Olson:

I received your letter of May 5, 2005, regarding investigating circumstances giving rise to a complaint. I appreciate this opportunity to cooperate with the Board in this investigation. Facts, in addition to the fact that my license expired, which I can provide now are: the lapse was unintentional and the lapse was unknown to me until receipt of your letter. I was dismayed to learn that my Minnesota architect license expired in July of 2002; in the same year, 2002, I renewed my Montana architect license for July 1, 2002 — June 30, 2006, demonstrating it was not my intent to be unlicensed. Once the Minnesota license lapsed, unknown to me, it did not come to my attention until receipt of your letter. A pertinent fact is that my current Montana architect license runs for four years, 7/01/02—7/01/06, meaning no renewal notice came from Montana in 2004, which might have brought licensing to my attention.

I do not know precisely how the oversight, non-payment of Minnesota license renewal fee, occurred. I do not have any record of receiving notification(s) for renewal that you would have mailed. The period referenced was challenging for me, particularly in personal matters, which I prefer to not summarize if possible. Additionally, in my practice I operate as a sole practitioner from a studio in my home; I serve on many community committees and boards; I have three children, ages nine to fourteen, coming and going with friends from our home; and I work hard to balance family, community service and profession — not always successfully, as indicated by license lapse. For your consideration, during the period referenced few billings have occurred, including no billings for services for the projects identified in your letter, and extensions for filing income taxes have been granted, both parallel indicators of the challenges of the period.

Your letter requests the following information and documents, which I have gathered and attached, with summaries: A. Fox Hill/Fox Knob project role and responsibilities, engagement contract, correspondence and invoice materials issued on project; B. Crafthill project role and responsibilities, engagement contract, correspondence and invoice materials issued on project; C. Zumbro Land Conservancy 7/2/02 meeting program presentation materials, including handouts; D. Copies of letterhead, advertisements, solicitation materials and business cards used in referenced period; and E. Additional information and documents regarding my work. I have included representative information and documents, based upon the services provided; please let me know if additional information or documents would aide you.

In my work during the period under investigation I have referred to myself as an architect and served as a design consultant on land development, working as directed by the client with firms of record; on single family residential projects; and on some small community service projects. I have not signed or sealed any documents using my Minnesota seal during this period. It has not

EXHIBIT 1

been my intent to misrepresent myself during this period of lapsed Minnesota architect license, for I am a dedicated professional, who works hard and volunteers substantial time for community service, time in which I work to represent the lasting value of architectural thought, evaluation, planning and design in private and public endeavors.

That said, it is my responsibility to maintain a current license. On June 9, 2005, I contacted the Board and requested reinstatement of my architect license. Licensure reinstatement requirements were sent and I am working to complete the requirements necessary to file. I have one question now: during this Minnesota license lapse, given current architect licensing in Montana, may I refer to myself verbally and/or in written form as an architect, noting that I will advise current clients regarding states in which I am licensed as an architect?

This investigation has also made me aware that I have continued use of AIA in my work — I note this for you, for you may note in some of attached documents. Please know that I assume responsibility for this parallel, additional and important oversight and am taking separate steps to rectify.

Ms. Munkel-Olson, thank you for helping me to understand this process in our phone calls. Should you have any questions, please contact me at 507.282.0339.

Sincerely,

E. Christine Schultze

Attachments, paged as noted:

A. Fox Hill/Fox Knob Project — Summary, page 3, and Materials, pages 4-48.
B. Crafthill Project — Summary, page 49, and Materials, pages 50-135.
C. Zumbro Land Conservancy Meeting, 7/2/02 — Summary, page 136, and Materials, pages 137-149.
D. Copies of letterhead, advertisements, solicitation materials and business cards used in referenced period — Summary, page 150, and Materials, pages 151-154.
E. Additional information and documents regarding my work, including current Montana Architect License — Summary, page 155, and Materials, pages 156-161.