

BEFORE THE  
CALIFORNIA ARCHITECTS BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**MATTHEW ROBERT MCKISSON**  
1034 Silver Lake Drive  
Sacramento, California 95831

Architect License No. C-19423

Respondent.

Case No. 09-02-0609201

OAH No. 2010040014

**DECISION AND ORDER**

The attached Stipulated Surrender of License and Order is hereby adopted by the California Architects Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on 10/21/2010.

It is so ORDERED 9/21/2010.



FOR THE CALIFORNIA ARCHITECTS BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

1 EDMUND G. BROWN JR.  
Attorney General of California  
2 ARTHUR D. TAGGART  
Supervising Deputy Attorney General  
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Deputy Attorney General  
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7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **CALIFORNIA ARCHITECTS BOARD**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:  
12 **MATTHEW ROBERT MCKISSON**  
13 **1034 Silver Lake Drive**  
**Sacramento, California 95831**  
14  
15 **Architect License No. C-19423**  
16 Respondent.

Case No. 09-02-0609201  
OAH No. 2010040014  
**STIPULATED SURRENDER OF  
LICENSE AND ORDER**

17  
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties in this  
19 proceeding that the following matters are true:

20 PARTIES

21 1. Douglas R. McCauley (Complainant) is the Executive Officer of the California  
22 Architects Board ("Board"). He brought this action solely in his official capacity and is  
23 represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,  
24 by Sterling A. Smith, Deputy Attorney General.

25 2. Matthew Robert McKisson (Respondent) is representing himself in this proceeding  
26 and has chosen not to exercise his right to be represented by counsel.

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CONTINGENCY

1  
2       10. This stipulation shall be subject to approval by the Board. Respondent understands  
3 and agrees that counsel for Complainant and the Board's staff may communicate directly with the  
4 Board regarding this stipulation and surrender, without notice to or participation by Respondent.  
5 By signing the stipulation, Respondent understands and agrees that he may not withdraw his  
6 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it.  
7 If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Surrender and  
8 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal  
9 action between the parties, and the Board shall not be disqualified from further action by having  
10 considered this matter.

11       11. The parties understand and agree that facsimile copies of this Stipulated Surrender of  
12 License and Order, including facsimile signatures thereto, shall have the same force and effect as  
13 the originals.

14       12. This Stipulated Surrender of License and Order is intended by the parties to be an  
15 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
16 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
17 negotiations, and commitments (written or oral). This Stipulated Surrender of License and Order  
18 may not be altered, amended, modified, supplemented, or otherwise changed except by a writing  
19 executed by an authorized representative of each of the parties.

20       13. In consideration of the foregoing admissions and stipulations, the parties agree that  
21 the Board may, without further notice or formal proceeding, issue and enter the following Order:

**ORDER**

22  
23       IT IS HEREBY ORDERED that Architect License No. C-19423, issued to Respondent  
24 Matthew Robert McKisson, is surrendered and accepted by the Board.

25       14. The surrender of Respondent's Architect License and the acceptance of the  
26 surrendered license by the Board shall constitute the imposition of discipline against Respondent.

27       ///

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1 This stipulation constitutes a record of the discipline and shall become a part of  
2 Respondent's license history with the Board.

3 15. Respondent shall lose all rights and privileges as an architect in California as of the  
4 effective date of the Board's Decision and Order.

5 16. Respondent shall cause to be delivered to the Board his wall license certificate,  
6 renewal wall certificate and his pocket license on or before the effective date of the Decision and  
7 Order.

8 17. Respondent may not apply for issuance of a new architect's license or petition for  
9 reinstatement of his license for a period of three (3) years from and after the effective date of the  
10 Decision and Order. Respondent must comply with all the laws, regulations and procedures for  
11 licensure in effect at the time the application or petition is filed, and all of the charges and  
12 allegations contained in Accusation No. 09-02-0609201 shall be deemed to be true, correct and  
13 admitted by Respondent when the Board determines whether to grant or deny the application or  
14 petition.

15 18. If Respondent should ever apply or reapply for a new license or certification, or  
16 petition for reinstatement of a license, by any other licensing agency in the State of California, all  
17 of the charges and allegations contained in Accusation, No. 09-02-0609201 shall be deemed to be  
18 true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other  
19 proceeding seeking to deny or restrict licensure.

20 19. Respondent shall pay the Board its costs of investigation and enforcement in the  
21 amount of \$24,028.42 prior to issuance of a new or reinstated license.

22 ACCEPTANCE

23 I have carefully read the Stipulated Surrender of License and Order. I understand the  
24 stipulation and the effect it will have on my Architect License. I enter into this Stipulated

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1 Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound  
2 by the Decision and Order of the Board.

3  
4 DATED:

Aug 20, 2010



MATTHEW ROBERT MCKISSON  
Respondent

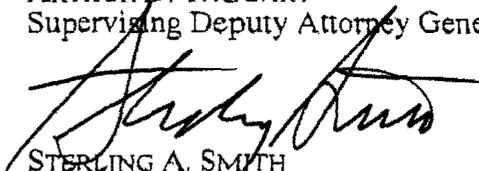
6 ENDORSEMENT

7 The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted  
8 for consideration by the California Architects Board of the Department of Consumer Affairs.

9  
10 Dated:

8-23-2010

EDMUND G. BROWN JR.  
Attorney General of California  
ARTHUR D. TAGGART  
Supervising Deputy Attorney General



STERLING A. SMITH  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 09-02-0609201**

1 EDMUND G. BROWN JR.  
Attorney General of California  
2 ARTHUR D. TAGGART  
Supervising Deputy Attorney General  
3 STERLING A. SMITH  
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**Sacramento, California 95831**  
14 **Architect License No. C-19423**  
15 Respondent.

Case No. 09-02-0609201

**A C C U S A T I O N**

17 Complainant alleges:

18 **PARTIES**

- 19 1. Douglas R. McCauley (Complainant) brings this Accusation solely in his official  
20 capacity as the Executive Officer of the California Architects Board ("Board"), Department of  
21 Consumer Affairs.
- 22 2. On or about July 11, 1988, the Board issued Architect License Number C-19423 to  
23 Matthew Robert McKisson (Respondent). The license will expire on May 31, 2011, unless  
24 renewed.
- 25 3. Complainant discovered the facts alleged herein within five years before the  
26 commencement of this proceeding.

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28 ///

JURISDICTION

1  
2       4.     This Accusation is brought before the Board under the authority of the following  
3 laws. All section references are to the Business and Professions Code unless otherwise indicated.

4       5.     Section 5560 states: "The board may upon its own motion, and shall upon the  
5 verified complaint in writing of any person, investigate the actions of any architect and may  
6 temporarily suspend or permanently revoke, the license of any architect who is guilty of, or  
7 commits one or more of, the acts or omissions constituting grounds for disciplinary action under  
8 this chapter [Chapter 3 (commencing with section 5500)]."

9       6.     Section 5578 states: "The fact that the holder of a license is practicing in violation of  
10 the provisions of this chapter constitutes a ground for disciplinary action."

11       7.     Section 5584 states: "The fact that, in the practice of architecture, the holder of a  
12 license has been guilty of negligence or willful misconduct constitutes a ground for disciplinary  
13 action."

14       8.     Section 5585 states: "The fact that in the practice of architecture the holder of a  
15 license has been guilty of incompetency or recklessness constitutes a ground for disciplinary  
16 action."

17       9.     Section 5536.22 states, in pertinent part, that:

18       “(a) An architect shall use a written contract when contracting to provide professional  
19 services to a client pursuant to this chapter. That written contract shall be executed by the  
20 architect and the client, or his or her representative, prior to the architect commencing work,  
21 unless the client knowingly states in writing that work may be commenced before the contract is  
22 executed. The written contract shall include, but not be limited to, all of the following items:

23             (1) A description of services to be provided by the architect to the client.

24             ...

25             (3) The name, address, and license number of the architect and the name and address  
26 of the client.

27             ...”

28       10.    Section 5588 states, in pertinent part, that:

1           “(a) A licensee shall report to the board in writing within 30 days of the date the licensee  
2 has knowledge of any civil action judgment, settlement, arbitration award, or administrative  
3 action resulting in a judgment, settlement, or arbitration award against the licensee in any action  
4 alleging fraud, deceit, negligence, incompetence, or recklessness by the licensee in the practice of  
5 architecture if the amount or value of the judgment, settlement, or arbitration award is five  
6 thousand dollars (\$5,000) or greater.

7           (b) The report required by subdivision (a) shall be signed by the licensee and shall set forth  
8 the facts that constitute the reportable event...

9           ...

10           (d) Failure of a licensee to report to the board in the time and in the manner required by this  
11 section shall be grounds for disciplinary action.

12           ...”

13           11. California Code of Regulations, Title 16, section 150 states:

14           “Willful misconduct includes the violation by an architect of a provision of the agreement  
15 with a client if:

16           (1) the architect has full knowledge that the conduct or omission is a violation of the  
17 agreement, and

18           (2) the architect has made no reasonable effort to inform the client of the conduct or  
19 omission.”

20           12. Section 125.3, subdivision (a), states, in pertinent part: “Except as otherwise provided  
21 by law, in any order issued in resolution of a disciplinary proceeding before any board within the  
22 department . . . upon request of the entity bringing the proceedings the administrative law judge  
23 may direct a licensee found to have committed a violation or violations of the licensing act to  
24 pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.”

25           13. Section 118, subdivision (b) provides that the suspension/ expiration/surrender/  
26 cancellation of a license shall not deprive the Board/Registrar/Director of jurisdiction to

27           ///

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1 proceed with a disciplinary action during the period within which the license may be renewed,  
2 restored, reissued or reinstated.

3 WHEATLAND UNION HIGH SCHOOL DISTRICT PROJECT

4 14. Some time before, in or about December 1998, Respondent commenced performance  
5 of architectural services for Wheatland School District ("District") for replacement of its heating,  
6 ventilation and air conditioning systems (HVAC), flooring, electrical and asphalt/concrete paving  
7 and hardscape at Wheatland High School ("WHS"), and to perform the professional services  
8 required to obtain funding for payment of costs therefore from the State of California under its  
9 State School Deferred Maintenance Program, Critical Hardship Project, Office of Public School  
10 Construction ("the Project"), for a fee of approximately \$179,280.00. By, on or about December  
11 2, 1998, Respondent had billed WHS approximately \$32,270.04 for such services. On or about  
12 July 7, 1999, WHS and Respondent entered into a written "Architectural Services Agreement" for  
13 the Project providing, among other things, that Respondent:

14 (a) prepare and submit a State School Deferred Maintenance Program, Critical Hardship  
15 Application, Justification Report, and any and all other supporting documents to the Office of  
16 Public School Construction;

17 (b) assist the District in the administration of the State School Deferred Maintenance  
18 Program, including but not limited to preparation of adjustments, change orders and close out  
19 documents required by the State School Deferred Maintenance Program;

20 (c) file documents required for the approval of governmental authorities having jurisdiction  
21 over the Project with the District's assistance;

22 (d) be responsible for gathering information and processing forms required by the  
23 governing authorities having jurisdiction over the Project, including but not limited to the Office  
24 of Public School Construction and the Division of the State Architect, in a timely manner and  
25 ensure proper Project close-out; and

26 (e) comply with all federal, state and local laws, rules, regulations and ordinances  
27 applicable to the Project.

28 ///

1           15.   Some time in 1998 or 1999, Respondent prepared and submitted a State School  
2 Deferred Maintenance Program, Critical Hardship Application to the Office of Public School  
3 Construction to obtain funding for the Project, including installation of the HVAC system and  
4 related electrical improvements upon the existing roof of the WHS classroom wings. Some time  
5 in 1999, the Office of Public School Construction approved funding for the Project, and  
6 thereafter, the approved application was submitted to the State Allocation Board for actual  
7 funding.

8           16.   In or about July 1999, Respondent learned that the existing roofs of the WHS  
9 classroom wings were inadequate to support the installation of HVAC units without substantial  
10 structural changes and costs. Moreover, at all relevant times, the District instructed Respondent to  
11 not install the HVAC units on the roofs of WHS classroom wings. Nevertheless, Respondent  
12 continued to pursue installation of the HVAC units on the roof of the WHS classroom wings,  
13 while representing to the District that he would submit an amended State School Deferred  
14 Maintenance Program, Critical Hardship Application to the Office of Public School Construction  
15 for the Project, as modified by the installation of the HVAC units at locations on the ground  
16 rather than on the roofs of the "C," "D," "F" and "G" classroom wings ("Project as modified").

17           17.   Some time before, on or about August 1, 2000, Respondent caused work to be  
18 performed to install the HVAC units on the roof of classroom wing "E" and inside classroom  
19 wings "C," "D," "F" and "G," including substantial cutting and penetration of the existing  
20 masonry walls of classroom wings "C," "D," "F" and "G," below their exterior windows.

21           18.   Substantial cost overruns were suffered by the District in the construction of the  
22 paving, electrical, HVAC and roofing components of the Project and the Project as modified. At  
23 all relevant times, Respondent represented to the District that he had submitted an amended  
24 Critical Hardship Application requesting funding for the cost overruns, and that the cost overruns  
25 would, in fact, be funded by the State of California under the State School Deferred Maintenance  
26 Program, Critical Hardship Project. In reliance thereon, the District itself funded payment of the  
27 cost overruns.

28   ///



1 (b) Respondent failed to submit an amended State School Deferred Maintenance  
2 Program, Critical Hardship Application to the Office of Public School Construction requesting  
3 funding for Project cost overruns.

4 (c) Respondent failed to make application to or obtain the approval by the Division of the  
5 State Architect for the Project as modified, as required by section 15, Title 21, California Code of  
6 Regulations.

7 (d) Respondent caused the existing masonry walls of WHS classrooms to be cut and  
8 penetrated, creating a substantial safety hazard to occupants, violating the Uniform Building  
9 Code, and without obtaining relevant engineering or the approval of the Division of the State  
10 Architect.

11 **SECOND CAUSE FOR DISCIPLINE**

12 (Incompetence or Recklessness)

13 24. Based upon the allegations of Paragraphs 14 through 22, inclusive, Respondent is  
14 subject to discipline under section 5585 in that Respondent committed acts or omissions of  
15 incompetence or recklessness in the practice of architecture below the standard of care observed  
16 by licensed architects in the State of California, including those alleged in subparagraphs (a)  
17 through (d) of Paragraph 23 above.

18 **THIRD CAUSE FOR DISCIPLINE**

19 (Violation of Contract Requirements)

20 25. Based upon Paragraph 14 above, Respondent is subject to disciplinary action under  
21 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
22 Services Agreement, which did not set forth the license number of Respondent as the architect.

23 **FOURTH CAUSE FOR DISCIPLINE**

24 (Failure to Make Report of Settlement to Board)

25 26. Based upon Paragraphs 14 through 22, inclusive, Respondent is subject to  
26 disciplinary action under section 5588 in that Respondent failed to timely make a written report  
27 to the Board of the settlement of the aforesaid civil action against Respondent.

28 ///

1 HAMILTON HIGH SCHOOL CONSTRUCTION PROJECT

2 27. In or about April 1998, Hamilton Union High School District ("District") hired FKA  
3 Architects to perform architectural services to replace the roofs of buildings at Hamilton  
4 High School ("the Project") under the State School Deferred Maintenance Program administered  
5 by the Office of Public School Construction, State of California.

6 28. In or about July 1998, the District terminated the services of FKA Architects for the  
7 Project.

8 29. On or about July 29, 1998, the District hired Respondent, formerly employed by  
9 FKA Architects, to serve as the new architect for the Project. In or about December 2001, the  
10 District and Respondent entered into a written "Architectural Services Agreement" for Hamilton  
11 High School Critical Hardship Roof Replacement which required, among other things, that  
12 Respondent:

13 (a) file documents required for approval of governmental agencies having jurisdiction  
14 over the Project with the District's assistance; and

15 (b) comply with all federal, state and local laws, rules, regulations and ordinances that are  
16 applicable to the Project.

17 30. Some time in or about 1998-2001, the scope of the Project and the Architectural  
18 Services Agreement was expanded by verbal agreement of the parties to include replacement of  
19 the HVAC system at Hamilton High School.

20 31. Although Respondent confirmed that no final plans for the Project were approved by  
21 the Division of the State Architect, Respondent authorized and caused to be installed HVAC units  
22 upon the roofs of buildings at Hamilton High School, including the gymnasium roof which was  
23 structurally inadequate to support the HVAC units without reinforcement.

24 FIFTH CAUSE FOR DISCIPLINE

25 (Negligence)

26 32. Based upon the allegations of Paragraphs 27 through 31, inclusive, Respondent is  
27 subject to disciplinary action under section 5584 in that Respondent committed acts or omissions  
28 of negligence in the practice of architecture below the standard of care observed by licensed

1 architects in the State of California, including but not limited to the acts or omissions described  
2 below.

3 (a) Respondent caused work for the construction of the HVAC Project to proceed  
4 without the prior approval of plans and specifications by the Division of the State Architect.

5 (b) Respondent caused HVAC units to be installed upon the roof of the Hamilton High  
6 School gymnasium, which was structurally inadequate to support the units without reinforcement,  
7 in violation of the Uniform Building Code and other applicable requirements.

8 **SIXTH CAUSE FOR DISCIPLINE**

9 (Incompetence or Recklessness)

10 33. Based upon the allegations of Paragraphs 27 through 31, inclusive, Respondent is  
11 subject to disciplinary action under section 5585 in that Respondent committed acts or omissions  
12 of incompetence or recklessness in the practice of architecture below the standard of care  
13 observed by licensed architects in the State of California, in the respects alleged in subparts (a)  
14 and (b) of Paragraph 32 above.

15 **SEVENTH CAUSE FOR DISCIPLINE**

16 (Violation of Contract Requirements)

17 34. Based upon Paragraph 29 above, Respondent is subject to disciplinary action under  
18 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
19 Services Agreement, which did not set forth the license number of Respondent as the architect.

20 **VINA ELEMENTARY SCHOOL PROJECT**

21 35. Some time in or about 1999-2003, Respondent agreed to perform and performed  
22 architectural services for the Los Molinos Unified School District ("District") for installation of a  
23 re-locatable library building at Vina Elementary School ("the Project"). In or about October 2003,  
24 Respondent and the District signed an "Architectural Services Agreement" for the Project  
25 providing, among other things, that Respondent:

26 (a) submit the required forms to the governing authorities having jurisdiction over the  
27 Project before commencing construction work, in order to obtain approval of the District's  
28 Inspector of Record, as required by Title 24 of the California Code of Regulations;

1 (b) gather information and process forms required by applicable governmental agencies  
2 having jurisdiction over the Project, including but not limited to the Office of Public School  
3 Construction and the Division of the State Architect, in a timely manner and ensure proper  
4 Project close-out; and

5 (c) comply with all federal, state and local laws, rules, regulations and ordinances that are  
6 applicable to the Project.

7 36. Some time after, in or about 2003, Respondent caused the re-locatable library  
8 building to be installed on a concrete slab at Vina Elementary School.

9 **EIGHTH CAUSE FOR DISCIPLINE**

10 (Negligence)

11 37. Based upon the allegations of Paragraphs 35 and 36 above, Respondent is subject to  
12 disciplinary action under section 5584 in that Respondent committed acts or omissions of  
13 negligence in the practice of architecture below the standard of care observed by licensed  
14 architects in the State of California, by causing the re-locatable library building to be installed  
15 upon a concrete slab at Vina Elementary School without the approval of the Division of the State  
16 Architect, and without construction of restrooms, physically disabled compliant facilities and  
17 parking areas accessible to the physically disabled as required by the California Building Code  
18 and the Americans with Disabilities Standards for Accessible Design provided by Sections 4.0 *et*  
19 *seq*, Title 28, Part 36, Code of Federal Regulations.

20 **NINTH CAUSE FOR DISCIPLINE**

21 (Incompetence or Recklessness)

22 38. Based upon the allegations of Paragraphs 35 and 36 above, Respondent is subject to  
23 disciplinary action under section 5585 in that Respondent committed acts or omissions of  
24 incompetence or recklessness in the practice of architecture below the standard of care observed  
25 by licensed architects in the State of California, by causing the re-locatable library building to be  
26 installed on a concrete slab at Vina Elementary School without the approval of the Division of the  
27 State Architect, and without construction of restrooms, physically disabled compliant facilities  
28 and parking areas accessible to the physically disabled as required by the California Building

1 Code and the Americans with Disabilities Standards for Accessible Design provided by Sections  
2 4.0 *et seq.*, Title 28, Part 36, Code of Federal Regulations.

3 **TENTH CAUSE FOR DISCIPLINE**

4 (Violation of Contract Requirements)

5 39. Based upon Paragraph 35 above, Respondent is subject to disciplinary action under  
6 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
7 Services Agreement, which did not set forth the license number of Respondent as the architect.

8 **LOS MOLINOS ELEMENTARY SCHOOL PROJECT**

9 40. Some time after, in or about 1999-2000, Respondent agreed to perform and began  
10 performance of architectural services for the Los Molinos Unified School District (“District”) for  
11 installation of a new re-locatable classroom at Los Molinos Elementary School Resource Center  
12 (“the Project”).

13 41. In or about 2001, Respondent and the District entered into a written “Architectural  
14 Services Agreement” with respect to the Project, providing, among other things, that Respondent:

15 (a) submit the required forms to the governmental agencies having jurisdiction over the  
16 Project before commencing construction work, in order to obtain approval of the District’s  
17 Inspector of Record, as required by Title 24 of the California Code of Regulations;

18 (b) gather information and process forms required by applicable governmental agencies  
19 having jurisdiction over the Project, including but not limited to the Office of Public School  
20 Construction and the Division of the State Architect, in a timely manner and ensure proper  
21 Project close-out; and

22 (c) comply with all federal, state and local laws, rules, regulations and ordinances that are  
23 applicable to the Project.

24 42. Some time after, in or about 2001, Respondent caused the re-locatable classroom  
25 building to be installed on a concrete foundation at Los Molinos Elementary School Resource  
26 Center, including drawings for construction of modification of existing restroom facilities.

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28 ///

1 **ELEVENTH CAUSE FOR DISCIPLINE**

2 (Negligence)

3 43. Based upon the allegations of Paragraphs 40 through 42, inclusive, Respondent is  
4 subject to disciplinary action under section 5584 in that Respondent committed acts or omissions  
5 of negligence in the practice of architecture below the standard of care observed by licensed  
6 architects in the State of California, by causing the re-locatable classroom to be installed upon a  
7 concrete slab at Los Molinos Elementary School Resource Center without the approval of the  
8 Division of the State Architect as required by law, and by providing drawings for changes to the  
9 existing restrooms to provide access for the physically disabled that violate Title 24, California  
10 Code of Regulations and the Americans with Disabilities Standards for Accessible Design  
11 provided by Sections 4.0 *et seq*, Title 28, Part 36, Code of Federal Regulations.

12 **TWELFTH CAUSE FOR DISCIPLINE**

13 (Incompetence or Recklessness)

14 44. Based upon the allegations of Paragraphs 40 through 42, inclusive, Respondent is  
15 subject to disciplinary action under section 5585 in that Respondent committed acts or omissions  
16 of incompetence or recklessness in the practice of architecture below the standard of care  
17 observed by licensed architects in the State of California, by causing the re-locatable classroom to  
18 be installed upon a concrete slab at Los Molinos Elementary School Resource Center without the  
19 approval of the Division of the State Architect as required by law, and by providing drawings for  
20 changes to the existing restrooms to provide access for the physically disabled that violate Title  
21 24, California Code of Regulations and the Americans with Disabilities Standards for Accessible  
22 Design provided by Sections 4.0 *et seq*, Title 28, Part 36, Code of Federal Regulations.

23 **THIRTEENTH CAUSE FOR DISCIPLINE**

24 (Violation of Contract Requirements)

25 45. Based upon Paragraph 41 above, Respondent is subject to disciplinary action under  
26 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
27 Services Agreement, which did not set forth the license number of Respondent as the architect.

28 ///



1 **FIFTEENTH CAUSE FOR DISCIPLINE**

2 (Incompetence or Recklessness)

3 50. Based upon the allegations of Paragraphs 46 through 48, inclusive, Respondent is  
4 subject to disciplinary action under section 5585 in that Respondent committed acts or omissions  
5 of incompetence or recklessness in the practice of architecture below the standard of care  
6 observed by licensed architects in the State of California, by causing HVAC units to be installed  
7 on the rooftops of existing school buildings at Los Molinos Elementary School without the  
8 approval of the Division of the State Architect as required by law, and with inadequate structural  
9 support for the HVAC units installed on the roofs of the classroom wing and gymnasium wing,  
10 creating a safety hazard for occupants in the event of an earthquake or other substantial  
11 disruption, and in violation of the Uniform Building Code.

12 **SIXTEENTH CAUSE FOR DISCIPLINE**

13 (Violation of Contract Requirements)

14 51. Based upon Paragraph 47 above, Respondent is subject to disciplinary action under  
15 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
16 Services Agreement, which did not set forth the license number of Respondent as the architect.

17 **LOS MOLINOS HIGH SCHOOL HVAC PROJECT**

18 52. Some time after, in or about 1999-2000, Respondent agreed to perform and began  
19 performing architectural services for the Los Molinos Unified School District ("District") for  
20 replacement of the HVAC system for the existing school buildings at Los Molinos High School  
21 ("the Project").

22 53. In or about June 2000, Respondent and the District entered into a written  
23 "Architectural Services Agreement" with respect to the Project, providing, among other things,  
24 that Respondent:

25 (a) gather information and process forms required by applicable governing authorities  
26 having jurisdiction over the Project, including but not limited to the Office of Public School  
27 Construction and the Division of the State Architect in a timely manner and ensure proper Project  
28 close-out; and

1 (b) comply with all federal, state and local laws, rules, regulations and ordinances that are  
2 applicable to the Project.

3 54. Some time after, in or about June 2000, Respondent caused HVAC units to be  
4 installed on the rooftops of existing school buildings at Los Molinos High School.

5 **SEVENTEENTH CAUSE FOR DISCIPLINE**

6 (Negligence)

7 55. Based upon the allegations of Paragraphs 52 through 54, inclusive, Respondent is  
8 subject to disciplinary action under section 5584 in that Respondent committed acts or omissions  
9 of negligence in the practice of architecture below the standard of care observed by licensed  
10 architects in the State of California, by causing HVAC units to be installed on the rooftops of  
11 existing school buildings at Los Molinos High School without the approval of the Division of the  
12 State Architect as required by law, and creating a safety hazard for school building occupants in  
13 the event of an earthquake or other substantial disruption, by installing said HVAC units on  
14 building rooftops structurally inadequate to support them in violation of the Uniform Building  
15 Code.

16 **EIGHTEENTH CAUSE FOR DISCIPLINE**

17 (Incompetence or Recklessness)

18 56. Based upon the allegations of Paragraphs 52 through 54, inclusive, Respondent is  
19 subject to disciplinary action under section 5585 in that Respondent committed acts or omissions  
20 of incompetence or recklessness in the practice of architecture below the standard of care  
21 observed by licensed architects in the State of California, by causing HVAC units to be installed  
22 on the rooftops of existing school buildings at Los Molinos High School without the approval of  
23 the Division of the State Architect as required by law, and creating a safety hazard for school  
24 building occupants by installing said HVAC units on building rooftops structurally inadequate to  
25 support them in violation of the Uniform Building Code.

26 ///

27 ///

28 ///

1 NINETEENTH CAUSE FOR DISCIPLINE

2 (Violation of Contract Requirements)

3 57. Based upon Paragraph 53 above, Respondent is subject to disciplinary action under  
4 section 5578 in that Respondent violated section 5536.22(a)(3) by executing the Architectural  
5 Services Agreement, which did not set forth the license number of Respondent as the architect.

6 PRAYER

7 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
8 and that following the hearing, the California Architects Board issue a decision:

9 1. Revoking or suspending Architect License Number C-19423, issued to Respondent  
10 Matthew Robert McKisson;

11 2. Ordering Respondent Matthew Robert McKisson to pay the California Architects  
12 Board the reasonable costs of the investigation and enforcement of this case, pursuant to section  
13 125.3; and

14 3. Taking such other and further action as deemed necessary and proper.  
15  
16

17 DATED: 12/16/09

*Douglas R. McCauley*

18 DOUGLAS R. MCCAULEY  
19 Executive Officer  
20 California Architects Board  
21 Department of Consumer Affairs  
22 State of California  
23 Complainant

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25 accusation.rtf  
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