OHIO BOARD OF LANDSCAPE ARCHITECT EXAMINERS

IN THE MATTER OF:	:	**File No. 2012-26**
	:	
James A. Schilens, Cert. No. 630	:	
Schilens & Associates	:	
27330 Center Ridge Road	:	
Westlake, Ohio 44145	:	

SETTLEMENT AGREEMENT

1. This agreement is made between James A. Schilens, hereinafter ("Respondent") and the Ohio Board of Landscape Architect Examiners, 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 alleged violations of Ohio Revised Code Sections 4703.41 (A), 4703.41 (F), 4703.45 (A) and Ohio Administrative Code sections 4703:1-1-01 (G), 4703:1-1-06 (B) (1), (3) and 4703:1-1-06 (I), 4703:1-3-04 (C) (4) and 4703:1-3-04 (E) (3) as listed in the Notice of Opportunity letter dated May 18, 2012 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 investigation conducted by the Board, Respondent was notified by Notice that the Board intended to determine whether or not to revoke or suspend his license to practice landscape architecture in the State of Ohio based upon allegations that he failed to successfully complete the mandatory continuing education requirements within the time period prescribed by law and that he allegedly committed an act of fraud, misrepresentation of material facts and made misleading, deceptive or false statements or

claims when he attested and certified with his personal signature on his 2011-2013 Ohio renewal application that he had completed the requirements of mandatory continuing education, when in fact he did not.

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. 2012-26:

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 a monetary fine of **$1,500 / One-Thousand Five Hundred Dollars** to the Board **no later than November 18, 2012**. Minimum monthly payments of at least $250.00 due the 18th day of each month, with the first payment due on or before June 18, 2012. Check or money order made payable to "Treasurer, State of Ohio".

C. Respondent will complete remaining **24 hours** of continuing education and provide proof of completion to the Board **no later than June 18, 2012.** Completion of these continuing education hours will not count towards hours required to renew for 2013-2015.

D. In addition to the above 24 hours of continuing education, 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 June 18, 2012**. (*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 and will not renew his Ohio license until he has successfully completed all mandatory continuing education requirements.

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 landscape architecture in the state of Ohio and any United States jurisdiction where he may hold a license to practice landscape 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 landscape 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 she may have against the State of Ohio, Board of Landscape Architect Examiners 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.

James A. Schilens
Cert. No. 630

Date: 6-15-12

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

Date: 8/17/12