OHIO LANDSCAPE ARCHITECTS BOARD

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IN THE MATTER OF:	:	**File No. 2014-56**
	:	
Kelly Coffman Cert. No. 746	:	
3315 Avalon Road	:	
Shaker Heights, Ohio 44120	:	

SETTLEMENT AGREEMENT

1. This agreement is made between Kelly Coffman, hereinafter ("Respondent") and the Ohio Landscape Architects Board, 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 Administrative Code sections 4703:1-1-01 (G), 4703:1-1-06 (B) (1), (3), 4703:1-1-06 (I) and 4703:1-3-04 (C) (4) as listed in the Notice of Opportunity letter dated November 7, 2014 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 her license to practice landscape architecture in the State of Ohio based upon allegations that she failed to successfully complete the mandatory continuing education requirements within the time period prescribed by law and that she allegedly misrepresented and/or made false statement or claims when she attested and certified with her personal signature on her 2014-2015 Ohio renewal application that she had completed the requirements of mandatory continuing education, when in fact she 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. 2014-56:

A. Respondent waives her right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

B. Respondent will pay in full, a monetary fine of **$750 / Seven-Hundred Fifty Dollars** to the Board **no later than December 8, 2014.**

C. Respondent will complete the deficient 7.5 hours (6.75 hrs. + .75 hsw hrs.) and submit proof to the Board **no later than December 8, 2014.** (*CE hours will not count towards the mandatory continuing education requirement*).

D. Respondent will successfully complete the "*Ethical Decision Making Webcast*" CE course offered by RedVector and provide to the Board a copy of the certificate of completion **no later than December 8, 2014.** (*CE hour awarded will not count towards the mandatory continuing education requirement*).

E. Respondent hereby agrees that in the future, she will comply with the Board's mandatory continuing education requirements, rules and deadlines and will not renew her Ohio license until she has successfully completed all mandatory continuing education requirements.

F. Respondent affirms that she 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 she 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, she 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 her 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 Ohio Landscape Architects Board 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.

Kelly Coffman
Cert. No. 746

Date: 11-24-14

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

Date: 7/24/2015