

STATE OF SOUTH DAKOTA) DIVISION OF THE SECRETARY
) SS:
COUNTY OF HUGHES) SOUTH DAKOTA DEPT. OF EDUCATION

In re: certification application of) DSE 2016-01
RHONDA GOOD SHIELD))
) AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Rhonda Good Shield (“Good Shield”), f/k/a Rhonda Roach, regarding her application for a renewed teacher certificate. In the respective opinions of the parties, this Agreement is fair, reasonable, and in the public interest.

The parties agree as follows:

1. This Agreement shall be effective from the date it is signed by both parties.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit A.
3. Good Shield has applied for a renewed teaching certificate.
4. Investigation into Good Shield’s application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a five-year renewal certificate, effective July 31, 2015, to July 1, 2020.
6. In order to be eligible to maintain or renew this teaching certificate, Good Shield must comply with all of the following conditions:
 - a. As of the date of her signature on this Agreement, she has not been charged with and will not be charged with a violation of any state, federal, tribal, county, or municipal law or ordinance not already referenced in Exhibit A.

b. She has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit A.

c. She will commit no new violation of any state, federal, tribal, county, or municipal law or ordinance.

d. She will immediately provide notice of any new citation or arrest for any violation of state, federal, tribal, county, or municipal law or ordinance and will provide a copy of any charging documents.

e. She will comply with all provisions of the applicable code of ethics.

f. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.

g. She will not consume any beverage containing alcohol.

h. She will regularly attend Alcoholics Anonymous meetings or another suitable support program for recovery from alcoholism and provide written documentation of attendance to the Department upon request.

7. The condition referenced in paragraph 6(h) shall remain in effect for one year from the date this Agreement is signed by both parties. The remaining conditions of this Agreement shall remain in effect for the entire duration of any certificate (including renewals) issued to Good Shield by the Department.

8. If Good Shield violates any of the conditions listed in paragraph 6, then the Department or Professional Practices and Standards Commission may consider all criminal charges referenced in Exhibit A and all other relevant facts in determining whether to revoke, suspend, or non-renew the certificate.

9. Any notice or other communication required from Good Shield pursuant to this Agreement shall be in writing and mailed via first class mail to the following:

Ferne Haddock
South Dakota Department of Education
800 Governor's Drive
Pierre, SD 57501

10. Good Shield agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement.

11. Each party to this Agreement shall bear their own costs and attorney's fees.

12. The terms of this Agreement may be modified only by a subsequent written agreement signed by the parties.

13. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into this Agreement and each of the terms and conditions hereof, and to execute and legally bind such party to it.

14. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any other written or oral agreements between the parties. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

15. Under the requirements of SDCL ch. 1-27 and 1-26-2, this Settlement Agreement and attached exhibit are public documents.

16. Good Shield acknowledges that counsel for the Department does not represent her interests and has not provided her with legal advice. Good Shield further acknowledges that she

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about December 4, 2013, in Pennington County, South Dakota, Good Shield was charged with Driving Under the Influence I (SDCL § 32-23-2; Class 1 Misdemeanor).
On January 17, 2014, Good Shield pled guilty to DUI I. On February 18, 2014, Good Shield was sentenced to 30 days in jail with 30 days suspended, revocation of her driver's license for 30 days, attend and complete a drinker/driver class and provide proof of completion to the Court, obtain and comply with the recommendations of a drug and alcohol evaluation, participation in the 24/7 sobriety program, and fines and costs.
2. On or about March 19, 2015, in Pennington County, South Dakota, Good Shield was charged with Driving Under the Influence II (SDCL § 32-23-3; Class 1 Misdemeanor).
On July 20, 2015, Good Shield pled guilty to DUI II. On July 20, 2015, Good Shield was sentenced to 90 days in jail with 80 days suspended, revocation of her driver's license for one year, obtain and comply with the recommendations of a drug and alcohol evaluation, no consumption of alcohol or entry into any bars until July 14, 2016, submission to random testing of her breath or bodily fluids by law enforcement for the purpose of determining if she had used or consumed alcohol or controlled substances, obey all laws and remain on good behavior until July 14, 2016, and fines and costs.
3. Good Shield's criminal conduct and convictions referenced herein violate ARSD 24:08:03:02(7) and (8).

had the opportunity to retain an attorney in this matter to review this agreement before signing and voluntarily chose not to do so.

17. Good Shield fully and forever discharges the State of South Dakota, and its officers, assigns, agents, and employees, from any and all liability whatsoever, including punitive damages, losses, costs, attorney's fees, or expenses of any nature, whether joint and several, on all claims, actions, and demands whatsoever that now exist or may hereafter accrue, and including all claims, actions, and demands whatsoever based on matters now unknown, as well as known, and unanticipated as well as anticipated, in any manner whatsoever, directly or indirectly, resulting or to result of any matter related to the above-captioned action or this Settlement Agreement.

Dated this 12th day of January, 2016.


Rhonda Good Shield

State of South Dakota
County of PENNINGTON

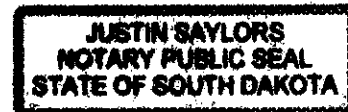
On this 12 day of JANUARY, 2016, before me, the undersigned officer, personally appeared Rhonda Good Shield, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.


In witness whereof, I set my hand and official seal.

My commission expires:

September 19, 2019

(Seal)




Notary Public-South Dakota

Dated this 13 day of January, 2016.

Dr. Melody Schopp
Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota
County of Hughes

On this 13th day of January, 2016, before me, the undersigned officer, personally appeared Dr. Melody Schopp, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I set my hand and official seal.

Ferne B. Haddock
Notary Public-South Dakota

My commission expires:

01/16/19

(Seal)

