

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	SS:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2016-05
KEVIN SHOT WITH ARROW)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Kevin Shot with Arrow (“Shot with Arrow”), regarding his 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. Shot with Arrow has applied for a renewed teaching certificate.
4. Investigation into Shot with Arrow’s application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a one-year certificate extension to Shot with Arrow’s previous certificate, thereby making that certificate effective June 16, 2010, to July 1, 2016.
6. In order to be eligible to maintain or renew this teaching certificate, Shot with Arrow must comply with all of the following conditions:
 - a. As of the date of his signature on this Agreement, he 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. He has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit A.

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

d. He 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. He will comply with all provisions of the applicable code of ethics.

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

g. He will continue his participation in the 24/7 Sobriety Program until July 20, 2017, or until such time as an official order is entered by a South Dakota circuit court judge discharging him from the requirement to participate in the 24/7 Sobriety Program.

h. He will immediately provide copies of any judicial order referenced in paragraph 6(g) to the Department upon his receipt of the order.

i. He will not consume any beverage containing alcohol.

j. He 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(j) shall remain in effect for two years 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 Shot with Arrow by the Department.

8. If Shot with Arrow 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 Shot with Arrow 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. Shot with Arrow agrees that by entering into this Agreement, he 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. Shot with Arrow acknowledges that counsel for the Department does not represent his interests and has not provided him with legal advice. Shot with Arrow further acknowledges that he had the opportunity to retain an attorney in this matter to review this agreement before signing and voluntarily chose not to do so.

17. Shot with Arrow 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 28 day of March, 2016.



Kevin Shot with Arrow

State of South Dakota
County of Pennington

On this 28 day of March, 2016, before me, the undersigned officer, personally appeared Kevin Shot with Arrow, 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.

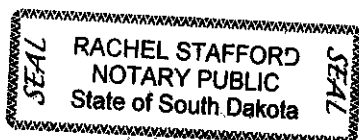
My commission expires:

07/31/21



Notary Public-South Dakota

(Seal)



Dated this 7 day of April, 2016.

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

State of South Dakota
County of Hughes

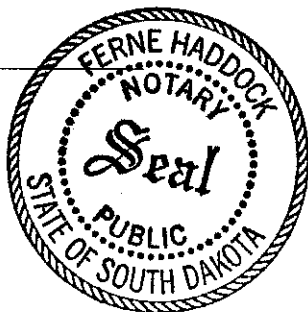
On this 7th day of April, 2016, before me, the undersigned officer, personally appeared Dr. Melody Schopp, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

My commission expires:

1/16/19

(Seal)



Ferne Haddock
Notary Public-South Dakota

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about August 4, 2013, in Meade County, South Dakota, Shot with Arrow was charged with Driving Under the Influence II (SDCL § 32-23-3; Class 1 Misdemeanor). Shot with Arrow's previous DUI occurred in Pennington County on or about August 30, 2007. On May 13, 2014, Shot with Arrow pled guilty to DUI II. On May 13, 2014, Shot with Arrow was sentenced to 180 days in jail, with 170 days suspended, revocation of his driver's license for one year, obtain and comply with the recommendations of an alcohol evaluation, obey all laws for 360 days, and fines and costs.
2. On or about December 15, 2014, in Pennington County, South Dakota, Shot with Arrow was charged with Driving Under the Influence III (SDCL § 32-23-4; Class 6 felony). On June 22, 2015, Shot with Arrow pled guilty to DUI III and received a suspended execution of sentence. On July 20, 2015, Shot with Arrow was sentenced to 180 days in jail with 164 suspended and credit for 16 days served and two years of probation, ending July 20, 2017, with conditions that include: seeking employment and remaining employed, obey all laws, obtain and comply with the recommendations of a drug and alcohol evaluation, not drink or consume alcohol or enter places where alcohol is sold or consumed, not use marijuana or controlled drugs or substances or associate with known users or traffickers of such substance, submit to testing of breath or bodily fluids by law enforcement to determine if he had used or consumed alcohol or controlled substances, participation in the 24/7 sobriety program, and fines and costs.
3. Shot with Arrow's criminal conduct and convictions referenced herein occurred since his last certification was issued and violate ARSD 24:08:03:02(7) and (8).