

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	SS:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2018-04
BRIAN C. SIEH)	
)	SETTLEMENT
)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Brian C. Sieh (“Sieh”) regarding his application for a renewed educator 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. Sieh has applied for a renewed educator certificate.
4. Investigation into Sieh’s application has revealed the conduct history attached as Exhibit A.
5. The Department shall issue a five-year educator certificate, effective from the date of issuance to July 1, 2023.
6. In order to be eligible to maintain or renew this certificate, Sieh 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. As of the date of his signature on this agreement, 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 provide notice to the Department of any new citation or arrest for any violation of state, federal, tribal, county, or municipal law or ordinance within five days of said citation or arrest and will provide a copy of any charging documents within 20 days.

e. He will comply with all provisions of the applicable codes of ethics.

f. As of the date of his signature on this Agreement, he has not been and will not be subject to professional disciplinary proceedings involving his educator certificate, or proceedings to deny or revoke his educator certification, in any other state or territory in which he has applied for or been issued an educator certificate.

g. He will immediately provide notice to the Department if disciplinary proceedings are initiated against him, or if proceedings to deny or revoke his educator certificate are initiated, in any other state or territory in which he has applied for or been issued an educator certificate.

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

i. He will regularly attend Alcoholics Anonymous meetings or regularly engage in another suitable support program for treatment and/or recovery from alcohol or substance abuse.

j. He shall submit reports to the Department every six months describing his compliance with the terms and conditions of this Agreement and will provide such additional documentation as the Department may require to monitor compliance with this Agreement.

7. The conditions in paragraph 6(a) through 6(h) of this Agreement shall remain in effect for the entire duration of any certificate (including renewals) issued to Sieh by the Department.

8. The conditions in paragraph 6(i) through 6(j) of this Agreement shall remain in effect for five years from the date this Agreement is signed by both parties.

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

10. Any notice or other communication required from Sieh 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

11. Sieh agrees that by entering into this Agreement, he has waived all rights to appeal any matter addressed in this Agreement.

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

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

14. 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.

15. 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.

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

17. Sieh 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.

[SIGNATURES ON FOLLOWING PAGE]

Dated this 29th day of May, 2018.

Brian C. Sieh
Brian C. Sieh

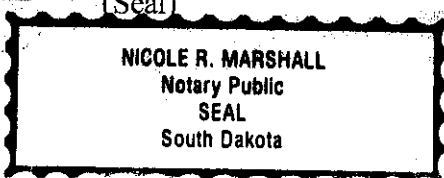
State of South Dakota
County of Todd

On this 29 day of May, 2018, before me, the undersigned officer, personally appeared Brian C. Sieh, 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.

Nicole R. Marshall
Notary Public-South Dakota

My commission expires:
10-29-2022
(Seal)



Dated this 1 day of June, 2018.

Donald A. Kirkegaard
Donald A. Kirkegaard
Secretary
South Dakota Department of Education

State of South Dakota
County of Hughes

On this 1st day of June, 2018, before me, the undersigned officer, personally appeared Donald A. Kirkegaard, 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.

Rayann Thielen
Notary Public-South Dakota

My commission expires:
2-4-19
(Seal)

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Brian C. Sieh (Sieh) was first issued a South Dakota administrators certificate in 2003. The most recent administrators certificate issued Sieh was in May 2006 and expired on July 1, 2013.

2. On or about July 4, 2013, Sieh applied for a renewal South Dakota administrators certificate.

3. On or about May 2, 2014, an order of denial was issued regarding Sieh's July 4, 2013, renewal certification application. Sieh was prohibited from reapplying for certification until August 4, 2015.

a. The denial of Sieh's 2013 application for a renewal certificate was based, in pertinent part, on violations of the South Dakota Codes of Ethics for Teachers and Administrators stemming from convictions for theft by insufficient funds and convictions for two counts of driving under the influence.

b. The denial of Sieh's 2013 application for a renewal certificate was based, in pertinent part, on violations of the South Dakota Codes of Ethics for Teachers and Administrators stemming from Sieh's failure to truthfully, accurately, and fully disclose the nature and extent of his criminal history and actions which lead to various arrests and convictions, specifically his arrests for theft by insufficient funds, convictions for theft by insufficient funds, and arrest for simple assault.

4. On or about August 4, 2015, Sieh applied for a renewal South Dakota certificate.

5. On or about March 21, 2016, an order of denial was issued regarding Sieh's August 4, 2015, renewal certification application. Sieh was prohibited from reapplying for certification until December 31, 2017.

a. The denial of Sieh's 2015 application for a renewal certificate was based, in pertinent part, on violations of the South Dakota Codes of Ethics for Teachers and Administrators stemming from the fact that Sieh had additional criminal conduct that occurred in February 2014; that he did not disclose the additional criminal charges at the hearing held in 2014 concerning the denial of his 2013 certification application, despite ample opportunity to do so when questioned; and that he provided untruthful testimony concerning his conduct and criminal background at the hearing on his 2013 certification application.

b. The denial of Sieh's 2015 application for a renewal certificate was based, in pertinent part, on violations of the South Dakota Codes of Ethics for Teachers and Administrators stemming from a conviction for felony DUI.

6. On or about May 11, 2016, in Lyman County, South Dakota, Sieh was charged in with Open Alcoholic Beverage Container Accessible in a Vehicle (SDCL 35-1-9.1; class 2 misdemeanor). On or about May 24, 2016, Sieh pled guilty to Open Alcoholic Beverage Container Accessible in a Vehicle. Sieh was sentenced to fines and costs.

7. On or about January 3, 2018, Sieh applied for a renewal South Dakota educator certificate. As part of this application, Sieh completed the Applicant Conduct Review Statement and answered yes to Question One, which asks:

"Since your last certification was issued, have you been arrested or charged with any criminal offense?"

The term criminal offense includes misdemeanor and felony offenses. It does not include petty offenses such as minor traffic offenses including but not limited to: speeding tickets, stop sign violations, or careless driving offenses. If you are not sure whether the crime would be a minor offense, include the offense. All Class I misdemeanor offenses and Class II non-traffic misdemeanor offenses must be disclosed."

8. In his answer to Question One, Sieh stated:

“Simple Assault (Domestic)-September 2009 and Dismissed in June 2010; Insufficient Funds-September 2011 and Dismissed in December 2011; Insufficient Funds-February 2012 and Dismissed in March 2012; Insufficient Funds-February 2012 and Dismissed in April 2012; Insufficient Funds-March 2012 and Dismissed in March 2012; Insufficient Funds-April 2012 and Dismissed in August 2012; Insufficient Funds-May 2012 and Dismissed in August 2012; Insufficient Funds-May 2012 and Dismissed in July 2012; Insufficient Funds-May 2012 and Dismissed in August 2012; Insufficient Funds-May 2012 and Dismissed in August 2012; Insufficient Funds-May 2012 and Sentenced August 2012; Insufficient Funds-June 2012 and Dismissed June 2012; Insufficient Funds-October 2012 and Dismissed in January 2013; Insufficient Funds-October 2012 and Sentenced in April 2013; DUI 1st-March 2012 and Sentenced in June 2012 with Suspended imposition; DUI 2nd-December 2012 and Sentenced in April 2013; DUI 3rd-February 2013 and Sentenced in October 2014.”

9. Sieh also answered yes to Question Two, which asks:

“Since your last certification was issued, have you been convicted or pleaded guilty to any criminal offense?”

The term conviction includes a finding of guilt by a judge or jury, or admission of guilt or plea of guilty, or a plea without an admission of guilt. You must include those crimes where the sentence was stayed, suspended, executed or you received a suspended imposition of sentence. . .”

10. In his answer to Question Two, Sieh stated:

“Theft by Insufficient Funds Check in the 2nd degree on August 6, 2012 with the following sentence: Fine \$134.00 plus court costs of \$66.00, 30 days in jail suspended, be a law abiding citizen for 1 year, and make restitution of \$790.00 and return receipts to States Attorney in Brookings County; Theft by Insufficient Funds Check on April 29, 2013 with the following sentence of 5 days in jail suspended, fine of \$100.00 plus court cost of \$66.00, restitution in the amount of \$56.10, and obey all federal, state, and municipal laws for 180 days from McCook County; DUI (1st) on June 6, 2013 with a sentence of a Suspended Imposition granted in Buffalo County; DUI (2nd) on April 24, 2013 with a sentence of Fine \$400.00 with court cost of \$84.00 and \$105.00 for blood test, drivers license revoked for 365 days, 60 days in jail with 55 days suspended, no like violations for 360 days, authorization for a work permit, and obtain a chemical dependency evaluation.; DUI 3rd Felony-on October 21, 2014 with a sentence of \$500.00 fine, court cost \$104.00, blood test \$113.00, drivers license revoked for 4 years, 2 years in state penitentiary with 2 years suspended on the following conditions: pay fines, court cost, blood test, and court appointed attorney fees, obey all laws for 3 years, enter probation agreement, 90 days in county jail in (3) 30 day increments with time suspended for meeting probation guidelines, must complete chemical

dependency evaluation and comply with recommendations, no consumption of alcohol, no entering alcohol establishments, 24/7 for 60 days, warrantless searches, participate in MRT, work permit granted.”

11. Sieh also answered “yes” to Question Five, which asks:

“Have you ever had any credential, certificate or license authorizing school teaching or educational service suspended, revoked, voided, cancelled, denied, rescinded, rejected for cause and/or otherwise taken away in South Dakota or in any other state, commonwealth, territory, or possession of the United States or elsewhere?”

12. In his answer to Question Five, Sieh stated:

“Teaching certificate was suspended for 25 months by SDDOE in 2013 for code of ethics violations and then was suspended again in December 2015 until December 31, 2018 to show sobriety to SDDOE.”

13. Sieh also answered “yes” to Question Seven, which asks:

“Have you ever left employment, been discharged, terminated or resigned to avoid dismissal or disciplinary action?”

14. In his answer to Question Seven, Sieh stated:

“March 2013-the Oldham-Ramona School board elected to terminate due to a DUI and Insufficient Funds charges and in December 2013-the Lower Brule Tribal School elected to terminate due to the suspension of my certificate.”

15. Sieh also answered “yes” to Question Eight, which asks:

“Have you ever held a license, certificate or credential, other than as a teacher or administrator, which has been revoked, cancelled, rescinded, suspended or taken away in South Dakota or elsewhere?”

16. In his answer to Question Eight, Sieh stated:

“South Dakota drivers license was revoked for 4 years after the 3rd DUI but is due for reinstatement on October 21, 2018.”

17. Sieh also answered “yes” to Question Nine, which asks:

“Is there any information not disclosed by your answers concerning your background, history, experience, education or activities which may have some bearing on your character, moral fitness or eligibility to teach or hold an administrative position in South Dakota and

which should be placed at the disposal or brought to the attention of the South Dakota Department of Education.”

18. In his answer to Question Nine, Sieh stated:

“I have been sober since September 20, 2014 which is 3 years and 3 months after attending treatment for alcohol from May 15-2014 until I was discharged on May 2, 2015. I have a family of 3 step-kids, my daughter and will become a grandparent in March of 2018. I have worked for the St. Francis Indian School since September of 2015 an am currently in my third year as the Dean of Students. I use my past experiences to help students realize they can make mistakes but yet can change and do things right through better decisions and with God’s will.”

19. Sieh failed to disclose the criminal charges and conviction referenced in paragraph 6 on his 2018 renewal certification application.

20. The South Dakota Code of Professional Ethics for Teachers requires that, in fulfilling their obligations to the public, educators shall engage in no act that results in a conviction.

ARSD 24:08:03:02(7).

21. The South Dakota Code of Professional Ethics for Teachers and the South Dakota Code of Professional Ethics for Administrators require that, in fulfilling their obligations to the public, educators shall exemplify high moral standards by not engaging in or becoming a party to such activities as. . . moral turpitude...or use of misleading or false statements. ARSD

24:08:03:02(8); ARSD 24:11:03:01(3).

22. Sieh’s criminal convictions referenced herein violate ARSD 24:08:03:02(7).

23. Sieh’s criminal conduct and convictions referenced herein constitute moral turpitude and violate ARSD 24:08:03:02(8) and ARSD 24:11:03:01(3).

24. Sieh’s failure to disclose the criminal conduct and conviction referenced in paragraph 6 on his 2018 South Dakota application for a renewal certificate constitutes a misleading or false statement and violates ARSD 24:08:03:02(8) and ARSD 24:11:03:01(3).