

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

In re: certification application of) DSE 2019-11
JUSTIN MARSH) AMENDED SETTLEMENT AGREEMENT

THIS AGREEMENT is hereby entered into by the South Dakota Department of Education (“Department”) and Justin Marsh (“Marsh”), who, having been advised he may seek independent counsel, and he has chosen to represent himself, regarding Marsh’s application for an initial teacher certificate. In the respective opinions of both parties, this Agreement is fair, reasonable, and in the public interest.

The parties acknowledge and agree to the following:

1. This Agreement shall be effective from the date it is signed by both parties;
2. The parties acknowledge their agreement to the Stipulated Findings of Facts and Conclusions of Law attached hereto as Exhibit 1 and made a part of this Amended Agreement;
3. On or about July 31, 2019, Marsh applied for an initial teacher certificate with the Department;
4. Investigation into Marsh’s application revealed non-disclosed offenses: namely, Marsh failed to disclose an additional DUI, an Open Alcoholic Beverage Container Accessible in Vehicle, and a Failure to Appear in Court to answer on four (4) separate minor traffic offenses;
5. Investigation further revealed that the answer of “No” to Question No. 2 on the application, which asks about convictions or pleas of guilty was a false answer. Marsh was convicted or plead guilty to both DUI offenses;

The Department hereby issued a five-year teaching certificate on January 9, 2020 (expiration July 1, 2025) to Marsh upon the following certain conditions being strictly adhered to by Marsh:

- a. As of the date of Marsh’s signature to the original Agreement, indicating his acknowledgment of all the terms of this Agreement, he affirmed that he has not

committed any state, federal, tribal, county, or municipal law or ordinance not already referenced;

- b. Marsh hereby agrees he understands the professional code of ethics for educators as stated in ARSD 24:08:03:02(8);
 - c. Marsh hereby agrees he will not violate any provisions of the code of ethics;
 - d. Marsh agrees that he has the duty to immediately report any new citation or arrest to the Department along with a copy of the charging documents. Failure to report within a week of issuance of a citation or arrest will be a violation of this Agreement; and,
 - e. Marsh will comply with the requirements for certification as a teacher in South Dakota.
6. Marsh understands and agrees that the conditions herein are in effect throughout the entire five-year duration of the initial certificate and starting with the date upon which the original Agreement was signed.
 7. Marsh understands that he has been afforded an opportunity to consult with a private attorney at his cost and has chosen not to do so.
 8. Marsh understands that any notice or other communication required from Marsh 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 Governors Drive
Pierre, SD 57501

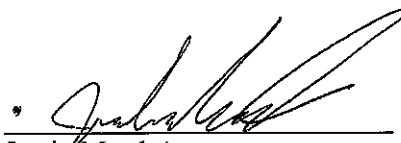
9. This Agreement may only be modified in writing by both parties' agreement.
10. Both parties acknowledge they have the legal capacity to enter into this agreement and they understand each and every term and condition herein.
11. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any other written or oral agreements between the parties. If any term or provision of the agreement is determined to be 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.

12. Marsh acknowledges that counsel for the Department does not represent Marsh's interest and has not provided him with any legal advice. Marsh further acknowledges that he had the opportunity to retain an attorney in this matter to review this agreement before signing and voluntarily choose not to do so.

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

Dated this the 25th day of April, 2023.


Justin Marsh

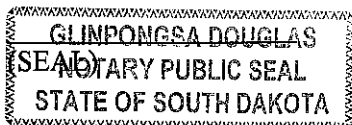
STATE OF SOUTH DAKOTA
County of Minnehaha

On this the 25th day of April, 2023 before me, the undersigned officer, personally appeared Justin Marsh, know to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed for the purpose therein contained.


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


NOTARY PUBLIC SOUTH DAKOTA

My commission expires: April 26, 2027



Dated this the 5th day of May, 2023.


Dr. Joseph Graves
Secretary
South Dakota Department of Education

State of South Dakota
County of Hughes

On this the 5th day of May, 2023 before me, the undersigned officer, personally appeared Dr. Joseph Graves, know to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed for the purpose therein contained.

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


NOTARY PUBLIC SOUTH DAKOTA

My commission expires:

7-20-20
(SEAL)

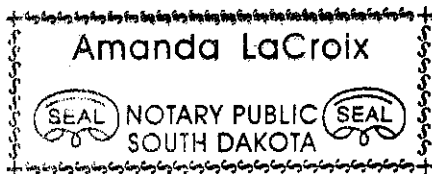


EXHIBIT 1- STIPULATED UNDERLYING FACTS AND CIRCUMSTANCES

1. On or about July 31, 2019, an application for an initial educator teaching certificate for Justin Marsh (Marsh) was activated by the South Dakota Department of Education (Department).
2. On Question 1 of the application, which asks if the application has “ever been arrested or charged with any criminal offense,” Marsh answered “yes.” The remainder of the question asks the applicant to “explain briefly by listing the offense and the date/year, it occurred, and to attach all certified court documents relating to the criminal matter/offense.” Marsh’s answer was “DUI 2012.”
3. On Question 2 of the application, which asks if the applicant has “ever been convicted or pleaded guilty to any criminal offense,” Marsh answered “no.”
4. A criminal history report was requested by the Department on or about 8/23/19. On the report, the Department found an undisclosed DUI first offense in 2005 for which Marsh plead guilty. The report showed another DUI first offense in 2010 for which Marsh plead guilty, which was not disclosed by Marsh on his application for teacher certification. The report also showed AN additional undisclosed offense of Open Alcoholic Beverage Container Accessible in Vehicle in 2010, which was dismissed by the prosecutor when Marsh plead guilty to the DUI arising out of the same arrest. In addition, Marsh failed to appear for four (4) initial appearances for minor traffic offenses. The following statement is on the Department application for teacher certification:

Oath of Affirmation—I hereby authorize the Department of Education to review and inspect any and all records maintained by the State of South Dakota, Tribal entities, and/or the Federal Government for the purpose of verifying the answers submitted in this application. I declare and affirm under penalties of perjury pursuant to SDCL 22-29-9.1 that this application has been examined by me, and to the best of my knowledge and belief, is in all things, true, accurate, complete, and correct. I understand that any intentional falsification, misrepresentation or omission of facts or falsification of statements on accompanying documents may result in criminal charges and/or the denial of certification and could affect the statutes of my educator certificate.

5. Marsh, by submitting his application and failing to disclose the offenses delineated in paragraph 4 herein, has violated the Oath of Affirmation.

6. Marsh, by answering "no" to Question 2 of the application which asked if he had ever been convicted of or plead guilty to a criminal offense, was a false answer. Marsh in fact plead guilty to both DUIs.