

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

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In re: Certification Application of        )        DSE 2021-17  
LORI TVEDT                                )        SETTLEMENT AGREEMENT  
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This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Lori Tvedt (“Tvedt”) regarding her application for a teaching certificate. In the respective opinions of the parties, this Agreement is fair, reasonable, and in the public interest.

The parties agree to the following:

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 1.
3. Tvedt applied on October 13, 2021 to renew her teaching certification.
4. Tvedt previously applied for a teaching certificate and was denied in October 2019. The denial was centered around Tvedt falsifying a teaching certificate to gain employment from 2013-2018.
5. Since Tvedt’s denial in October 2019, she continued to be employed as a paraprofessional for school years 2019-2020 and 2020-2021.
6. The Department shall issue a five-year teaching certificate, effective upon Tvedt complying with all of the following conditions:
  - a. Completion of the Prevention and Correction course provided through NASDTEC, which emphasizes the environmental, educational and social

demands that influences an educator's daily decisions, and provides an option when supporting those educators whose conflicting decisions have resulted in a need for intervention. Tvedt shall be responsible for all costs associated and provide proof of completion to the Department.

- b. Completion of four continuing education contact hours and documentation provided to the Department.

7. In order to be eligible to maintain or renew this certificate, Tvedt 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 commit a violation of any state, federal, tribal, county, or municipal law or ordinance.
- b. She has not committed and will not commit any violations of the code of ethics.
- c. She will immediately provide notice to the Department 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.
- d. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
- e. She shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.

8. Tvedt acknowledges that the discretion is left solely to the Department to determine if her efforts warrant her eligibility to maintain or renew this certificate.

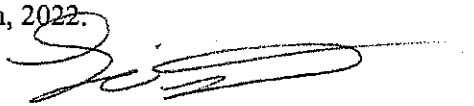
9. If Tvedt violates any of the conditions listed in paragraph 7, then the Department or Professional Teachers Practices and Standards Commission may consider all criminal charges and conduct referenced in Exhibit 1 and all other relevant facts in determining whether to revoke, suspend, or non-renew the certificate.
10. Any notice or other communications required from Tvedt pursuant to this Agreement shall be in writing and mailed via first-class mail to the following:

Ferne Haddock, Legal Assistant  
South Dakota Department of Education  
800 Governors Drive  
Pierre, SD
11. Tvedt agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement.
12. Each party to this Agreement shall bear their own cost 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 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 § 1-27 and 1-26-2, this Settlement Agreement and

attached Exhibit are public documents.

17. Tvedt 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 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 the 24 of March, 2022.

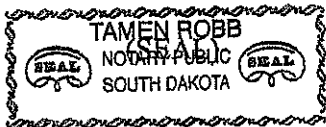
  
\_\_\_\_\_  
Lori Tvedt

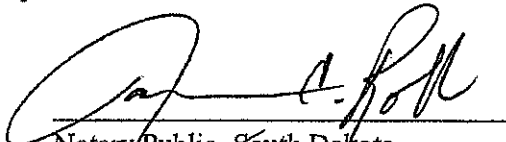
State of South Dakota

County of Minnehaha

On this 24 day of March, 2022, before me, the undersigned officer, personally appeared Lori Tvedt, 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.

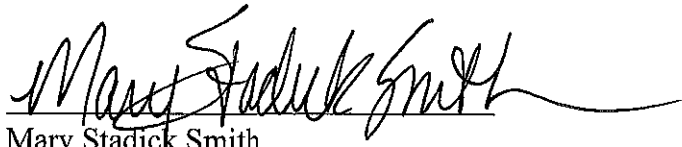
In witness whereof, I set my hand and official seal.



  
\_\_\_\_\_  
Notary Public- South Dakota  
My commission expires: 10-26-2026

**TAMEN ROBB**  
My Commission Expires 10-26-2026

Dated this the 28<sup>th</sup> of March, 2022.




Mary Stadick Smith  
Deputy Secretary  
South Dakota Department of Education  
800 Governors Drive  
Pierre, SD 57501

State of South Dakota  
County of Hughes

On this 28<sup>th</sup> day of March, 2022, before me, the undersigned officer, personally appeared Mary Stadick Smith, 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.

(SEAL)



Notary Public- South Dakota

My commission expires: 1/16/2025



## EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Tvedt filed an educator renewal application which was activated on October 13, 2021.
2. Tvedt answered “yes” and provided a response to Questions 1, 2, and 9 of the Applicant Conduct Review Statement portion of the application. Tvedt disclosed that she was convicted of Obstructing Certain Public Officers or Employees by falsifying a certificate.
3. Tvedt previously applied for a teaching certificate and was denied in October 2019. The denial was centered around Tvedt falsifying a teaching certificate to gain employment from 2013-2018.
4. Since Tvedt’s denial in October 2019, she continued to be employed as a paraprofessional for school years 2019-2020 and 2020-2021.
5. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[e]ngage in no act that results in a conviction.” ARSD 24:08:03:02(7).
6. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[e]xemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, theft, deceit, moral turpitude, gross immorality... or use of misleading or false statements.” ARSD 24:08:03:02(8).
7. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[p]erform duties in accordance with local, state, and federal rules and laws.” ARSD 24:08:03:03(13).
8. Pursuant to SDCL § 13-43-5.1, “a person whose certificate as defined in § 13-42-1 is revoked or during the term of a suspension” may not be employed by a public school board or other accredited school. “A revocation or suspension for purposes of this section includes a refusal to issue or renew a certificate.” *Id.*

9. Pursuant to SDCL § 13-1-53, no person may knowingly use any false certificate to obtain employment.
10. Tvedt violated the law and the code of ethics by falsifying a teaching certification to gain employment from 2013-2018.
11. After Tvedt's renewal application was denied in 2019, she continued to violate the law and the code of ethics by being employed by a public school for school years 2019-2020 and 2020-2021.