

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF HUGHES)

DIVISION OF THE SECRETARY
SOUTH DAKOTA DEP'T OF EDUCATION

In re: CERTIFICATION APPLICATION OF
JOHN PAUL LOWTHIAN

DSE 2022-07

ORDER DENYING TEACHING
CERTIFICATE

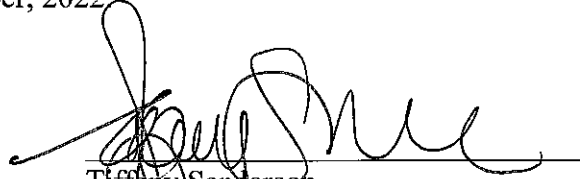
In accordance with and pursuant to the authority granted to the Secretary by SDCL 13-42-4 and ARSD 24:18, and after review of the record herein, the Secretary issues the following Order:

1. The Secretary accepts and adopts the Settlement Agreement between the parties.
2. The application of John Paul Lowthian for a provisional renewal certificate is DENIED.
3. John Paul Lowthian is permanently prohibited from reapplication for teaching certificate in the State of South Dakota.
4. The Order and the Settlement Agreement are a public record pursuant to SDCL 13-42-17.1 and ARSD 24:18:04:05.
5. Notification of this denial is to be placed on the NASDTEC registry and placed in applicant's permanent certification file within the South Dakota Department of Education.
6. John Paul Lowthian is permanently prohibited from being employed by a public school or other accredited school in South Dakota pursuant to SDCL 13-43-5.1.

This constitutes final agency action and may be appealed to circuit court pursuant to ARSD 24:18:02:06.

Order Denying Teaching Certificate
Page Two of Two

DATED this 17th day of October, 2022

A handwritten signature in black ink, appearing to read 'Tiffany Sanderson', written over a horizontal line.

Tiffany Sanderson
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, South Dakota 57501

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF HUGHES)

DIVISION OF THE SECRETARY
SOUTH DAKOTA DEP'T OF EDUCATION

In re: CERTIFICATION APPLICATION OF
JOHN PAUL LOWTHIAN

DSE 2022-07

SETTLEMENT AGREEMENT

This Settlement Agreement is hereby entered into by and between the South Dakota Department of Education (Department) and John Paul Lowthian (Lowthian) regarding his application for a provisional renewal teaching 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. Lowthian was issued a provisional South Dakota Teaching Certificate Number 84906 on or about July 15, 2021.
3. On or about May 5, 2022, Lowthian applied for a provisional renewal certificate.
4. On or about July 25, 2022, the Department served Notice of Intent to Deny Educator Certificate on Lowthian.
5. On or about August 10, 2022, Lowthian requested a hearing.
6. The hearing was scheduled for October 19, 2022.
7. The parties agreed to enter into this Settlement Agreement in lieu of the hearing.
8. On or about June 24, 2022, Lowthian entered into a Settlement Agreement with the Iowa Board of Educational Examiners wherein Lowthian voluntarily surrendered his Iowa teaching license without the possibility of reinstatement.
9. Said voluntary surrender is the equivalent of having a teaching license revoked.

10. The Settlement Agreement between Lowthian and the Iowa Board of Educational Examiners is prima facie evidence that Lowthian does not meet the requirements for certification in South Dakota pursuant to ARSD 24:18;03:02.
11. Lowthian admits the Settlement Agreement between the Iowa Board of Educational Examiners shows he does not meet the requirements for certification in South Dakota.
12. Lowthian agrees his application for a provisional renewal certificate should be denied.
13. Lowthian agrees to never apply for teaching certification in the State of South Dakota again.
14. Lowthian agrees that, by entering into this Settlement Agreement, he has waived all rights to appeal any matter addressed in the Settlement Agreement.
15. The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by the parties.
16. Each undesignated representative of the parties to this Settlement Agreement certifies that he or she is fully authorized to enter into this Settlement Agreement and each of the terms and conditions thereof, and to execute and legally bind such party to it.
17. This Settlement Agreement shall constitute the entire agreement between the parties. This Settlement Agreement supersedes any other written or oral agreements between the parties. If any term or provision of this Settlement Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision shall be stricken from this Settlement Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of the Settlement Agreement.
18. Under the requirements of SDCL § 1-27 and 1-26-2, this Settlement Agreement and any attached exhibits are public documents.

19. Lowthian 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 or 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 of this Settlement Agreement.

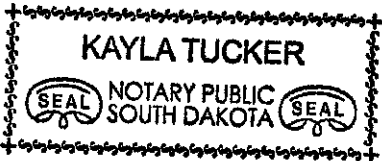
DATED this 6th day of October, 2022.

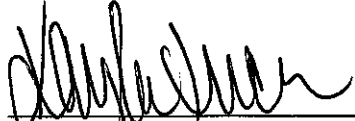

John Lowthian

STATE OF SOUTH DAKOTA)
COUNTY OF Todd)

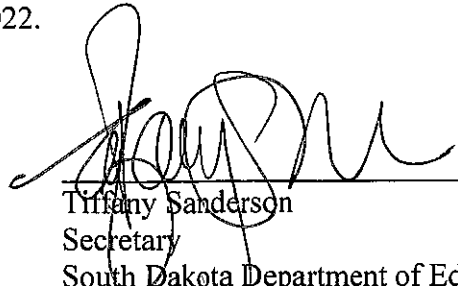
On this 10th day of October, 2022, before me, the undersigned officer, personally appeared John Lowthian, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL) 


Notary Public – South Dakota
My commission expires: September 19, 2023

DATED this 17th day of October, 2022.

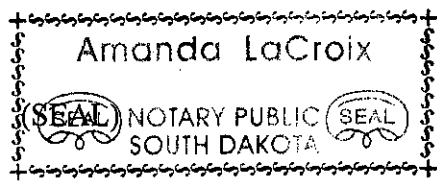


Tiffany Sanderson
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, South Dakota 57501

STATE OF SOUTH DAKOTA)
COUNTY OF Hughes)

On this 17th day of October, 2022, before me, the undersigned officer, personally appeared Tiffany Sanderson, 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.



Amanda LaCroix

Notary Public – South Dakota
My commission expires: 7/20/2028