

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	SS:	
COUNTY OF HUGHES)	S.D. DEPT. OF EDUCATION
In re: certification application of)	DSE 2014-14
JESSICA R. COLOMBE)	
)	SETTLEMENT AGREEMENT
)	

This Settlement Agreement is hereby entered into by the South Dakota Department of Education (Department) and the Respondent (Colombe) and is intended to settle and resolve all claims brought in the above-entitled action. This Agreement has been negotiated by the parties in good faith to avoid the costs and risks of prolonged and complicated litigation and to resolve their differences. In the respective opinions of the parties, this Agreement and the settlement embodied herein is fair, reasonable, and in the public interest.

The parties agree as follows:

1. This Agreement shall be effective from the date when it is signed by both parties through July 1, 2020.
2. Colombe admits to the allegations of paragraphs 1-8 and 15-19 of the Notice of Intent to Deny Teaching Certificate and represents that she has no additional criminal history. The Notice of Intent to Deny is attached as Exhibit A and incorporated herein.
3. Pursuant to SDCL §§ 13-42-3, 13-42-4, 13-42-7, ARSD 24:08:03:02(7), and ARSD 24:08:03:02(8), Colombe's initial application for South Dakota teaching certification will be denied from July 31, 2014 to July 1, 2015.
4. Record of the denial will be placed in Colombe's permanent certification file and provided to the National Association of State Directors of Teacher Education and Certification (NASDTEC) clearinghouse.

5. If Colombe wishes to be considered for a teaching certificate at the end of the denial period, she must submit a new initial application. As part of this application, she must provide the Department with written assurances from the superintendent of the Todd County School District that the district, as her employer, was fully informed of the proceedings in Tripp County 61CRI14-000083 (State v. Colombe), including all charges filed and the final judgment. Nothing in this agreement is intended to abrogate or avoid any other applicable licensing requirements.

6. If Colombe complies with paragraph 5 and meets all applicable licensing requirements, the Department will not use the conduct referenced in paragraph 2 to deny Colombe a certificate.

7. In order to maintain a certificate, Colombe must abide by the following conditions:

- a. She will not consume any beverage containing alcohol.
- b. She will not ingest or possess any illegal drugs or controlled substances.
- c. She will not violate any state, federal, tribal, county, or municipal law or ordinance.
- d. She will immediately provide notice of any 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 to the Department and any school at which she is employed.
- e. She will abide by all conditions of the deferred prosecution agreement entered into between Colombe and the Tripp County State's Attorney in Tripp County 61CRI14-000083 (State v. Colombe), a copy of which is attached hereto as Exhibit B and incorporated

herein. If the conditions of the deferred prosecution agreement are modified in any respect, she will immediately provide the Department a copy of the amended agreement.

f. She will abide by all conditions of the judgment of conviction in Tripp County 61CRI14-000083 (State v. Colombe), a copy of which is attached hereto as Exhibit C and incorporated herein.

g. She hereby consents to her court services officer(s) discussing her probation status with the Department and consents to her court services officer providing the Department with written documentation of the violation of any of the conditions of her probation.

h. She shall submit to random urinalysis at the request of the Department. The Department shall determine when urinalysis shall be conducted and may inform her with limited advance notice. She shall be responsible for the cost of the urinalysis.

i. She will regularly attend a suitable program for recovery from alcoholism and substance abuse and provide written documentation of attendance to the Department upon request.

j. She will abide by all provisions of the code of ethics governing teachers in ARSD Chapter 24:08:03.

8. If Colombe violates any of the conditions listed in paragraph 7, then the Secretary or the Secretary's designee may consider that violation and the entirety of Colombe's criminal record when considering whether to non-renew, revoke, or suspend any teaching certificate held by Colombe. Nothing in this paragraph is intended to abrogate or avoid any other applicable licensing requirements.

9. If, upon expiration of her certificate, Colombe has applied for renewal of her certificate, abided by all conditions in paragraph 7, and fulfilled all other requirements for continued certification, then the Secretary will not use the offenses referenced in paragraph 2 as a basis to deny her renewal application.

10. Any notice or other communication required from Colombe 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. Colombe fully and forever discharges the State of South Dakota, and its officers, assigns, agents, employees, from any and all liability whatsoever, including punitive damages, losses, costs, attorney's fees, or expenses of any nature whatsoever, whether joint or 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.

12. Colombe agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement and Order.

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

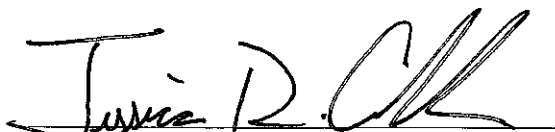
14. The terms of this Agreement may be modified only by a subsequent written agreement signed by the parties, and their respective heirs, representatives, executors, administrators, successors, and assigns.

15. 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.

16. 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.

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

Dated this 29th day of May, 2015.

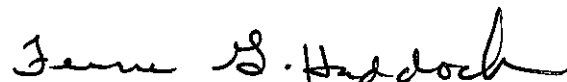

Jessica R. Colombe

State of South Dakota

County of Hughes

On this 29th day of May, 2015, before me, the undersigned officer, personally appeared Jessica R. Colombe, 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 hereby set my hand and official seal.

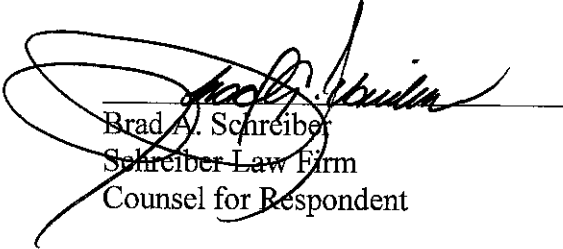

Notary Public - South Dakota

My commission expires:

1/16/19
(Seal)




APPROVED BY:



Brad A. Schreiber
Schreiber Law Firm
Counsel for Respondent

Dated this 29 day of May, 2015.

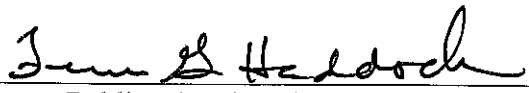

Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota

County of Hughes

On this 29th day of MAY, 2015, 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.

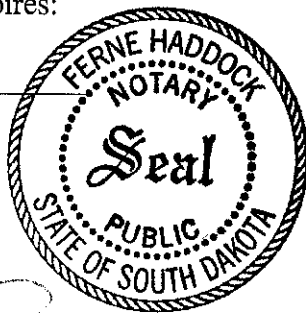
In witness whereof, I hereby set my hand and official seal.


Notary Public - South Dakota

My commission expires:

11/2/19

(Seal)



APPROVED BY:



Holly R. Farris
DOE Legal Counsel
Counsel for Petitioner

ORDER

On March 12, 2015, a Notice of Intent to Deny Teaching Certificate was filed and properly served on Jessica R. Colombe by Carla Leingang, Administrator of the Office of Teacher Quality and Certification. On March 20, 2015, Jessica R. Colombe filed and properly served a Request for Hearing. Robert B. Anderson was appointed as an independent hearing officer. On May 6, 2015, an Amended Notice of Hearing was filed and properly served, setting a contested case hearing for June 2, 2015. The parties reached a settlement, and the contested case hearing was cancelled.

It appears to the undersigned Hearing Officer that all matters in controversy have been compromised by and between the parties, as evidenced by the signed Settlement Agreement attached hereto. It is therefore

ORDERED that pursuant to SDCL §§ 13-42-3, 13-42-4, 13-42-7, ARSD 24:08:03:02(7), and ARSD 24:08:03:02(8), Colombe's Initial Application for Teaching Certificate is denied from July 31, 2014, to July 1, 2015. It is further

ORDERED that all other provisions of the attached Settlement Agreement are hereby incorporated into this Order as if set forth in full. It is further

ORDERED that as all matters herein between the parties have been settled, the above-captioned action is hereby dismissed without costs to either party.

Dated this 29th day of May, 2015.



Robert B. Anderson
Hearing Examiner