

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	SS:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2015-05
HAYLI De JONG (f/k/a HAYLI KERN))	
)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Hayli De Jong (“De Jong”) regarding her application for an initial teacher 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. De Jong has applied for an initial teaching certificate.
4. Investigation into De Jong’s application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue an initial five-year teaching certificate to De Jong, effective January 2, 2015 to July 1, 2020. The certificate will include authorization for grade 7-12 middle level—preparation and grade 7-12 social science history—major. The certificate will include an endorsement for grade K-12 classroom technology.
6. In order to be eligible to maintain or renew this teaching certificate, De Jong 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 be charged with a violation of any state, federal, tribal, county, or municipal law or ordinance not already referenced in Exhibit A.

b. She will commit no new violation of any state, federal, tribal, county, or municipal law or ordinance.

c. She will immediately provide notice 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 comply with all provisions of the applicable code of ethics.

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

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

8. Any notice or other communication required from De Jong 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

9. De Jong agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement.

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

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

12. 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.

13. 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.

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

15. De Jong acknowledges that counsel for the Department does not represent her interests and has not provided her with legal advice. De Jong further acknowledges that she had the opportunity to retain an attorney in this matter to review this agreement before signing and voluntarily chose not to do so.

16. De Jong 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.

Dated this ^{HD 4/28/2015} 28 day of ~~May~~ April, 2015.

Hayli De Jong
Hayli De Jong

State of South Dakota
County of Brookings

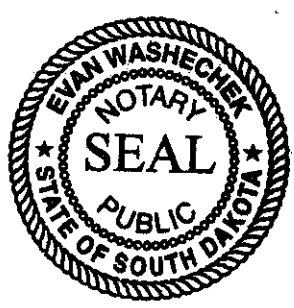
On this 28th day of April, 2015, before me, the undersigned officer, personally appeared Hayli De Jong, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Evan Washechek
Notary Public-South Dakota

My commission expires:
10/24/20

(Seal)



Dated this 4 day of May, 2015.

Dr. Melody Schopp

Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota

County of Hughes

On this 4th 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 set my hand and official seal.

My commission expires

01/16/2019

(Seal)



Ferne A. Haddock
Notary Public-South Dakota

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about August 12, 2010, in Woodbury County, Iowa, De Jong was charged with Lottery Theft (Iowa Code 99G.36(1), Class D Felony). On October 28, 2010, De Jong pled guilty to Lottery Theft. Judgment was deferred and De Jong was placed on probation with conditions for a term of three years.
2. On or about May 5, 2012, De Jong, in Woodbury County, Iowa, De Jong was charged with Theft in the Fifth Degree (Sioux City Municipal Code 8.24.430; Simple Misdemeanor). On May 18, 2012, De Jong pled guilty to Theft in the Fifth Degree. De Jong was sentenced to a fine and costs.
3. De Jong's criminal conduct and convictions referenced herein violate ARSD 24:08:03:02(7) and (8).