

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	ss:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2015-11
RODD BAUCK)	
)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education ("Department") and Rodd Bauck ("Bauck") regarding his application for a renewed 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 through July 1, 2020.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit A.
3. Bauck has applied for a renewed teaching certificate.
4. Investigation into Bauck's application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a five-year certificate, effective June 25, 2015, to July 1, 2020. The certificate will include a K-12 music education authorization.
6. In order to be eligible to maintain or renew this teaching certificate, Bauck must comply with all of the following conditions:

a. As of the date of his signature on this Agreement, he has not been charged with a violation of any state, federal, tribal, county, or municipal law or ordinance not already referenced in Exhibit A.

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

c. He 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. He will comply with all provisions of the applicable code of ethics.

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

f. He will continue his participation in the 24/7 Sobriety Program until November 20, 2015.

g. He will not consume any beverage containing alcohol.

h. He will regularly attend Alcoholics Anonymous meetings or another suitable support program for recovery from alcoholism and provide written documentation of attendance to the Department upon request.

7. If Bauck violates any of the conditions listed in paragraph 6, then the Department or the Professional Teachers 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 Bauck 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. Bauck agrees that by entering into this Agreement, he 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. Bauck acknowledges that counsel for the Department does not represent his interests and has not provided him with legal advice. Bauck further acknowledges that he had the opportunity to retain an attorney in this matter to review this agreement before signing and voluntarily chose not to do so.

16. Bauck 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 22 day of August, 2015.

Rodd Bauck
Rodd Bauck

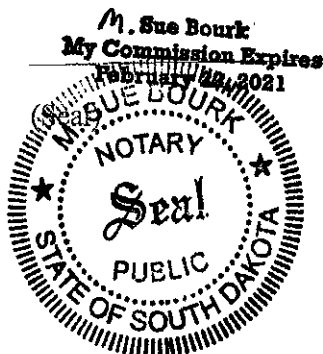
State of South Dakota
County of HUGHES

On this 22ND day of JULY, 2015, before me, the undersigned officer, personally appeared Rodd Bauck, 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.

My commission expires:

M. Sue Bourk
Notary Public-South Dakota



Dated this 23 day of July, 2015.



Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota
County of Hughes

On this 23rd day of July, 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:


Notary Public-South Dakota

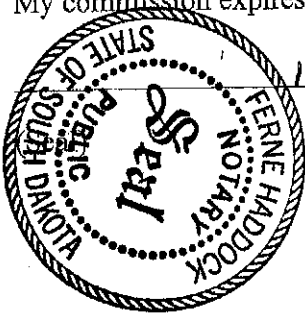


EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about September 26, 2011, in Hughes County, South Dakota, Bauck was charged with Driving Under the Influence-1st (SDCL § 32-23-2; Class 1 Misdemeanor) and Improper Highway Entry (SDCL § 32-26-14; Class 2 Misdemeanor). On June 29, 2012, Bauck pled guilty to DUI-1st. The remaining charge was dismissed. Bauck was sentenced to 30 days in jail with 28 days suspended and credit for one day served. Bauck's driver's license was revoked for 60 days. Bauck was also sentenced to fines and costs, ordered to obtain a behavioral health evaluation and comply with the recommended terms, and have no violations of the law for a period of two years.
2. On or about March 24, 2014, in Hughes County, South Dakota, Bauck was charged with Driving Under the Influence-2nd (SDCL § 32-23-3). On November 20, 2014, Bauck pled guilty to DUI-2nd. Bauck was sentenced to 60 days in jail with 53 days suspended. Bauck's driver's license was revoked for one year. Bauck was also sentenced to fines and costs and have no violations of the law for a period of one year.
3. Bauck's criminal conduct and convictions referenced herein violate ARSD 24:08:03:02(7) and (8).