

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	ss:	
COUNTY OF HUGHES)	S.D. DEPT. OF EDUCATION
In re: certification application of)	DSE 2015-14
MEMOREE M. SKINNER)	
)	SETTLEMENT AGREEMENT
)	
)	

This Settlement Agreement is hereby entered into by the South Dakota Department of Education (Department) and Respondent Memoree M. Skinner (Skinner) regarding Skinner's application for renewed certification in South Dakota. 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 until July 1, 2018.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit A.
3. Skinner will be issued a one-year renewed certificate for grades K-8 elementary education, effective July 21, 2015, and expiring June 30, 2016.
4. In order to be eligible to retain and renew this certificate, Skinner must meet the following conditions:
 - a. 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 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.

c. She has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit A.

d. She will ensure that any child of compulsory school age that is within her custody or guardianship is enrolled in and regularly attends the school of her choice.

e. She will notify the Department of the name and address of the school in which any child referenced in paragraph 4(d) is enrolled no later than September 1, 2016.

f. She will submit regular reports to the Department describing the attendance record of any children referenced in paragraph 4(d) and will provide official attendance records from the school as part of her report. The reports will be submitted within 30 days of the end of each academic semester, but no later than January 30 for the fall academic semester or June 30 for the spring academic semester.

g. She will execute the authorization of disclosure, attached hereto as Exhibit B, and allow the Department to independently obtain the attendance records of any child referenced in paragraph 4(d), in order to monitor compliance with this Agreement.

h. She will meet all other requirements for certification. Nothing in this Agreement is intended to abrogate or avoid any other applicable licensing requirement.

5. If Skinner violates any of the conditions listed in Paragraph 4, then the Department may consider the Stipulated Findings and Conclusions in Exhibit A and all other relevant facts in determining whether to revoke, suspend, or non-renew the certificate.

6. Any notice or communication required from Skinner 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 Governors Drive
Pierre, SD 57501

7. Skinner 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 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 matter whatsoever, directly or indirectly, resulting or to result to any matter related to the above-captioned action or this Settlement Agreement.

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

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

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

11. 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.

12. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any other written or oral agreement 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.

13. Under the requirements of SDCL ch 1-27, 1-26-2, and 13-42-17.1 and ARSD 24:18, this Settlement Agreement and attached exhibits are public documents.

Dated this 12 day of February, 2016.

Memoree M. Skinner
Memoree M. Skinner

State of South Dakota

County of Dewey

On this 12 day of February, 2016, before me, the undersigned officer, personally appeared Memoree M. Skinner, 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.

Steven Campbell
Notary Public - South Dakota


My commission expires:

4-11-19
(Seal)

APPROVED BY:

Steven Campbell
Steven Campbell
Dakota Plains Legal Services
Counsel for Respondent

Dated this 19 day of FEB, 2016.

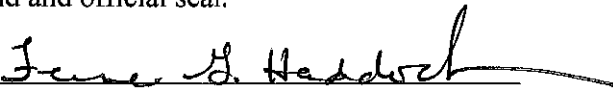

Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota

County of Hughes

On this 19 day of February, 2016, 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.

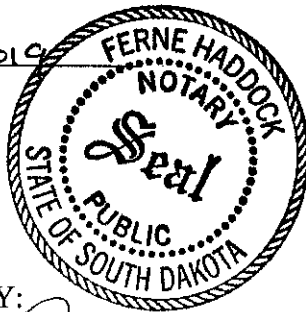
In witness whereof, I hereby set my hand and official seal.


Notary Public - South Dakota

My commission expires:

1/16/2019

(Seal)



APPROVED BY:

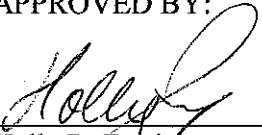

Holly R. Farris
DOE Legal Counsel
Counsel for Petitioner

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about June 13, 2011, Skinner was charged with violation of school attendance (City of Bismarck Ordinance 6-05-11) in Burleigh County, North Dakota. The City of Bismarck alleged that Skinner violated N.D.C.C. 15.1-20 by failing to cause her 14-year-old daughter to regularly attend Wachter Middle School between August 26, 2010, and May 24, 2011, and causing her daughter to miss 23.75 days of school.

2. On or about August 8, 2011, the school attendance complaint against Skinner was dismissed because a prosecution witness was unable to appear at the proceedings.

3. On or about November 5, 2014, Skinner was charged with violation of school attendance (City of Bismarck Ordinance 6-05-11) in Burleigh County, North Dakota. The City of Bismarck alleged that Skinner violated N.D.C.C. 15.1-20 by failing to cause her eight-year-old son to regularly attend Pioneer Elementary School in Bismarck, ND, between September 24, 2013, and May 2, 2014, and causing her son to miss 20.5 days of school.

4. On or about July 6, 2015, Skinner pled guilty to the charge of school attendance. On or about July 13, 2015, Skinner was sentenced to a fine of \$100.00.

5. Skinner's conduct and convictions referenced herein violate ARSD 24:08:03:02(7) and (8).

EXHIBIT B—AUTHORIZATION FOR DISCLOSURE OF STUDENT RECORDS

I, Memoree Skinner, hereby authorize any school at which any children within my custody or guardianship are enrolled to disclose the attendance records of the children to the South Dakota Department of Education.

This authorization expires on July 1, 2018.

Dated this 12 day of February, 2016.



Memoree M. Skinner