

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	SS:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2016-06
ERICA COUGHLIN)	
)	AMENDED SETTLEMENT AGREEMENT

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Erica Coughlin (“Coughlin”) regarding her 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 and ending June 30, 2019.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit A.
3. Coughlin has applied for a renewed teaching certificate.
4. Investigation into Coughlin’s application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a five-year certificate, effective through July 1, 2021.
6. In order to be eligible to maintain or renew this teaching certificate, Coughlin 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 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.
- g. She will not consume any beverage containing alcohol.

7. If Coughlin 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 Coughlin 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. Coughlin 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. Coughlin acknowledges that counsel for the Department does not represent her interests and has not provided her with legal advice. Coughlin 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. Coughlin 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 9 day of May, 2016.

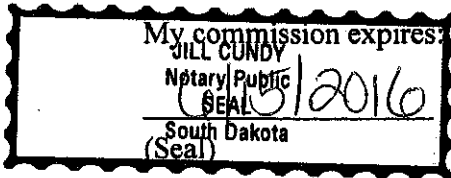
Erica Coughlin
Erica Coughlin

State of South Dakota
County of Kingsbury

On this 9th day of May, 2016, before me, the undersigned officer, personally appeared Erica Coughlin, 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.

Jill Cundy
Notary Public-South Dakota



Dated this 12 day of May, 2016.

Dr. Melody Schopp
Dr. Melody Schopp
Secretary
South Dakota Department of Education

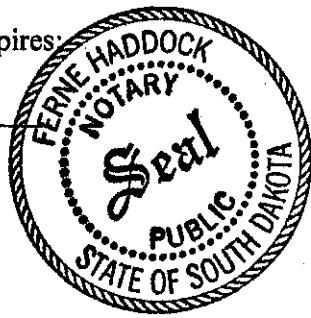
State of South Dakota
County of Hughes

On this 12th day of May, 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 set my hand and official seal.

My commission expires:

1/16/2019
(Seal)



Ferne B. Haddock
Notary Public-South Dakota

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about May 17, 2011, in Beadle County, South Dakota, Coughlin was charged with Driving Under the Influence-1st (SDCL 32-23-2; Class 1 Misdemeanor) and Driving on the Wrong Side of Road (SDCL 32-26-1; Class 2 misdemeanor). On June 29, 2011, Coughlin pled guilty to DUI-1st and the remaining charge was dismissed. Coughlin was sentenced to 30 days in jail with 30 days suspended, suspension of her driver's license for 30 days, participation in the 24/7 program, completion of an alcohol evaluation, attendance at drinking and driving classes, remain a law abiding citizen for a one-year period, and fines and costs.
2. On or about October 17, 2011, in Beadle County, South Dakota, Coughlin was charged with Driving Under the Influence-2nd (SDCL 32-23-3; Class 1 misdemeanor). On November 2, 2011, Coughlin pled guilty to the offense. Coughlin's sentence included 90 days in jail with 75 days suspended, revocation of her driver's license for a period of one year, 180 days probation, participation in the 24/7 program for 180 days, obtain an alcohol evaluation and complete any recommended treatment, and fines and costs.
3. In July 2014, in Beadle County, South Dakota, Coughlin was charged with Driving Under the Influence-3rd (SDCL 32-23-4; Class 6 felony). On or about May 29, 2015, a suspended imposition of sentence was granted after Coughlin complied with the judicial sentence and the file was sealed by the court.
4. Coughlin's criminal conduct and convictions referenced herein violate Administrative Rules of South Dakota 24:08:03:02(7) and (8).