

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	ss:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2016-10
KYLE M. BREES)	
)	AMENDED
)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Kyle Matthew Brees (“Brees”) regarding his 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. Brees has applied for an initial teaching certificate.
4. Investigation into Brees’ application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a five-year certificate, effective May 24, 2016, to July 1, 2021, with authorizations and endorsements for 7-12 Secondary Education (with 5-8 middle level), 7-12 Mathematics Education, K-12 Classroom Technology, Basketball Coaching, 7-12 Assistant Varsity Coaching, Middle School/Junior High Coaching, and K-8 Elementary Coaching.
6. In order to be eligible to maintain or renew this teaching certificate, Brees 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 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. He has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit A.

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

d. 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.

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

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

g. He will obtain an alcohol evaluation no later than 60 days from the date both parties sign the Agreement and provide a copy of the results of the evaluation to the Department.

h. He will comply with all recommendations of the alcohol evaluation and provide signed written documentation to the Department of his completion of all recommendations of the evaluation.

7. The conditions of this Agreement shall remain in effect for the entire duration of any certificate (including renewals) issued to Brees by the Department.

8. If Brees violates any of the conditions listed in paragraph 6, then the Department or 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.

9. Any notice or other communication required from Brees 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

10. Brees agrees that by entering into this Agreement, he has waived all rights to appeal any matter addressed in this Agreement.

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

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


13. 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.

14. 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.

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

16. Brees 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 10th day of September, 2016.



Kyle M. Brees

State of South Dakota
County of Minnehaha

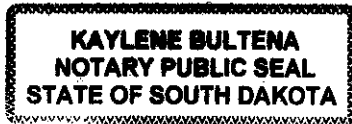
On this 10th day of September, 2016, before me, the undersigned officer, personally appeared Kyle M. Brees, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires:

09/23/2021


(Seal)





Notary Public-South Dakota

APPROVED BY:



Brad Schreiber
Schreiber Law Firm
Counsel for Respondent

Dated this 14 day of October, 2016.

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

State of South Dakota
County of Hughes

On this 14th day of October, 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:

1/16/2016

(Seal)



Ferne Haddock
Notary Public-South Dakota

APPROVED BY:

Holly Farris

Holly Farris
South Dakota Department of Education
Counsel for Petitioner

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about October 4, 2012, in Lake County, South Dakota, Brees was charged with Possession of Alcohol by a Minor (SDCL 35-9-2; class 2 misdemeanor). On or about October 25, 2012, Brees pled guilty to the charge and was sentenced to five days in jail with five days suspended, fines and costs, be a law-abiding citizen for a period of one year, and completion of a recommended, court-approved youth diversion program.

2. On or about October 28, 2013, in Lake County, South Dakota, Brees was charged with Possession of Two Ounces of Marijuana or Less (SDCL 22-42-6; class 1 misdemeanor) and Ingesting an Intoxicant Other Than an Alcoholic Beverage (SDCL 22-42-15; class 1 misdemeanor). On or about November 21, 2013, Brees pled guilty to Ingesting an Intoxicant Other Than an Alcoholic Beverage and the remaining charge was dismissed. He was sentenced to 30 days in jail with 30 days suspended, fines and costs, and to be a law-abiding citizen for a one-year period.

3. On or about September 10, 2014, in Lake County, South Dakota, Brees was charged with Maintaining a Place to Violate Beverage Laws (SDCL 35-10-17; class 1 misdemeanor). On or about September 25, 2014, Brees pled guilty to the charge and was sentenced to 30 days in jail with 30 days suspended, fines and costs, and to be a law-abiding citizen for a one-year period.

4. On or about February 12, 2016, in Minnehaha County, South Dakota, Brees was charged with Driving Under the Influence I (SDCL 32-23-2; class 1 misdemeanor). On or about March 23, 2016, Brees pled guilty to the charge and was sentenced to 30 days in jail with 30 days suspended, fines and costs, suspension of his driver's license for 30 days, and to commit no like offenses for a one year period.

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