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| STATE OF SOUTH DAKOTA |) | DIVISION OF THE SECRETARY |
| | SS: | |
| COUNTY OF HUGHES |) | SOUTH DAKOTA DEPT. OF EDUCATION |
| In re: certification application of |) | DSE 2017-01 |
| TABOR WHITE BUFFALO |) | |
| |) | SETTLEMENT |
| |) | AGREEMENT |
| |) | |

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Tabor White Buffalo (“White Buffalo”) regarding his application for an initial instructor 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. White Buffalo has applied for an initial instructor certificate.
4. Investigation into White Buffalo’s application has revealed the criminal history attached as Exhibit A.
5. The Department shall issue a five-year instructor certificate, effective August 3, 2016, to July 1, 2021, for Lakota/Dakota/Nakota instruction.
6. In order to be eligible to maintain or renew this certificate, White Buffalo 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 to the Department 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 provide documentation verifying that he has complied with the court sentence referenced in Exhibit A, paragraph 3, no later than 60 days from the date both parties sign the agreement. This includes documentation verifying proof of payment of all fines and costs and completion of a behavior health evaluation.

h. He will comply with all recommendations of the behavioral health evaluation required by the court sentence referenced in Exhibit A, paragraph 3, and provide signed written documentation to the Department of his completion of all recommendations of the evaluation within 120 days from the date both parties sign the agreement.

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

8. If White Buffalo 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 White Buffalo 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. White Buffalo 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. White Buffalo 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 25th day of July, 2017.


Tabor White Buffalo

State of South Dakota
County of Corsica

On this 25 day of July, 2017, before me, the undersigned officer, personally appeared Tabor White Buffalo, 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.

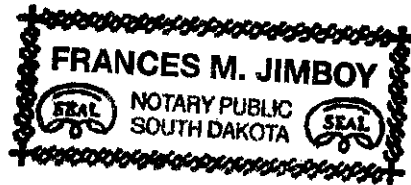
In witness whereof, I set my hand and official seal.


Notary Public-South Dakota

My commission expires:

(Seal)

| |
|--|
| MY COMMISSION EXPIRES FEBRUARY 22, 2022 |
|--|



Dr. Melody Schopp
Dr. Melody Schopp
Secretary
South Dakota Department of Education
7/26/17

State of South Dakota
County of Hughes

On this 26th day of July, 2017, 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:

1/16/19

(Seal)

Ferne Haddock
Notary Public-South Dakota



EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about January 1, 2014, in Bennett County, South Dakota, White Buffalo was charged with False Imprisonment (SDCL 22-19-17, class 1 misdemeanor) and Interference with Emergency Communications (SDCL 49-31-29.2, class 1 misdemeanor). On or about February 11, 2014, White Buffalo pled guilty to Interference with Emergency Communications and the remaining charge was dismissed. White Buffalo was sentenced to 30 days in jail with 30 days suspended, fines and costs, and be a law-abiding citizen for a period of one year.

2. On or about May 5, 2014, in Pennington County, South Dakota, White Buffalo was charged with False Reporting to Authorities (SDCL 22-11-9; class 1 misdemeanor) and Disorderly Conduct (SDCL 22-18-35; class 2 misdemeanor). On or about November 13, 2014, White Buffalo pled nolo contendere to Disorderly Conduct and the remaining charge was dismissed. White Buffalo was sentenced to 30 days in jail with 30 days suspended, fines and costs, not consume alcohol for one year, and be a law-abiding citizen for a period of one year.

3. On or about May 10, 2016, in Bennett County, South Dakota, White Buffalo was charged with Driving Under the Influence II (SDCL 32-23-3; class 1 misdemeanor) and, in the alternative, Driving Under the Influence I (SDCL 32-23-2; class 1 misdemeanor). On or about June 21, 2016, White Buffalo pled guilty to Driving Under the Influence II and the remaining charge was dismissed. White Buffalo was sentenced to 60 days in jail with 50 days suspended, fines and costs, revocation of his driver's license for one year, and probation for one year. The probationary conditions include obtaining a behavioral health evaluation and to attend and successfully complete any recommendations from the evaluation, and file proof with the court.

4. The DUI II referenced in paragraph 3 was a second offense. White Buffalo was previously charged with Driving Under the Influence in Pennington County, South Dakota, was

convicted on or about April 3, 2014, and received a suspended imposition of sentence of that conviction.

5. On or about August 3, 2016, White Buffalo applied for an initial instructor certificate from the Department of Education. As part of that application, White Buffalo completed the Applicant Conduct Review Statement and answered yes to Question One, which asks:

“Have you ever been arrested or charged with any criminal offense?”

The term criminal offense includes misdemeanor and felony offenses. It does not include petty offenses such as minor traffic offenses including but not limited to: speeding tickets, stop sign violations, or careless driving offenses. If you are not sure whether the crime would be a minor offense, include the offense. All Class I misdemeanor offenses and Class II non-traffic misdemeanor offenses must be disclosed.”

6. In his answer to Question One, White Buffalo stated:

“I plead [sic] guilty to a DUI charge.”

7. White Buffalo also answered yes to Question Two, which asks:

“Have you ever been convicted or pleaded guilty to any criminal offense?”

The term conviction includes a finding of guilt by a judge or jury, or admission of guilt or plea of guilty, or a plea without an admission of guilt. You must include those crimes where the sentence was stayed, suspended, executed or you received a suspended imposition of sentence. . .”

8. In his answer to Question Two, White Buffalo stated:

““I plead [sic] guilty to a DUI charge.”

9. White Buffalo failed to disclose the charges and convictions referenced in paragraphs 1 and 2 on his application. White Buffalo also failed to disclose that he had pled guilty to two separate DUI charges and received a suspended imposition for a DUI conviction in 2014, as referenced in paragraphs 3 and 4.

10. White Buffalo’s criminal conduct and convictions referenced herein violate ARSD 24:08:03:02(7) and (8).

11. White Buffalo's failure to fully and accurately disclose his criminal charges and convictions on the application for certification violates ARSD 24:08:03:02(8).