

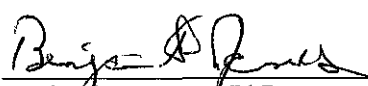
STATE OF SOUTH DAKOTA)
)
COUNTY OF HUGHES) DIVISION OF THE SECRETARY
) SOUTH DAKOTA DEPT. OF EDUCATION

In the Matter of the)
Revocation of the Teaching)
Certificate of)
)
RYAN A. BREWER) ORDER REVOKING
) SOUTH DAKOTA
) TEACHING CERTIFICATE

Pursuant to the authority granted to the Secretary of the South Dakota Department of Education by SDCL §§13-42-9 and 13-42-15, after a review of the file in this matter, the Secretary of Education for the State of South Dakota hereby enters the following Order.

1. The Secretary affirms and adopts the Underlying Facts and Applicable Law of the Office of General Counsel, attached as Exhibit "A", and made a part of this Order as if set forth in full.
2. Based upon the foregoing Underlying Facts and Applicable Law, the teaching Certificate # 73166, issued to Ryan Brewer on June 22, 2018, with an expiration date of July 1, 2023, is hereby immediately and permanently revoked.
3. Notification of this revocation will be placed on the National Association of State Directors of Teacher Education and Certification registry and be placed in Ryan A. Brewer's permanent certification file within the South Dakota Department of Education. ARSD 24:18:02:05.
4. The Order and incorporated facts and law are a public record pursuant to SDCL § 13-42-17.1.

Dated this the 12th day of November 2019.


Benjamin F. Jones, PhD
Secretary of Department of Education

STATE OF SOUTH DAKOTA)
)
COUNTY OF HUGHES) DIVISION OF THE SECRETARY
) SOUTH DAKOTA DEPT. OF EDUCATION

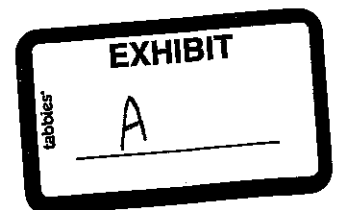
In the Matter of the) DSE 2017-11
Revocation of the Teaching)
Certificate of)
RYAN A. BREWER) UNDERLYING FACTS AND
) APPLICABLE LAW

This matter was initiated by the Office of General Counsel following the discovery of a breach of a Settlement Agreement entered into by the Department of Education (Department) and Ryan A. Brewer (Brewer) on October 27, 2017 regarding his application for a renewal of his teaching certificate. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "F&L-1" and made a part of this document.

UNDERLYING FACTS

More particularly, the underlying facts include the following, to-wit:

1. Brewer entered into a three-year Settlement Agreement with the Department on October 27, 2017 after an investigation was conducted on his application for a Renewal of Teaching Certificate dated July 31, 2017. Said investigation revealed a non-disclosed denial of a Florida education certificate in 2013 as well as confirming two arrests and convictions for DUI in 2013;
2. The failure to disclose the denial of the Florida educator certificate, as well as the criminal arrests and convictions is a violation of the Professional Code of Ethics for Teachers as per ARSD 24:08:03:02(8);
3. The conviction of a criminal offense is also a violation of the Professional Code of Ethics as per ARSD 24:08:03:02 (7);



4. The Settlement Agreement was offered to Brewer and the duration of the agreement was to be three (3) years from the date of signing, which was October 27, 2017. The Department issued a one-year temporary certificate, which expired on July 1, 2018;
5. The Settlement Agreement specified that the following conditions would remain in effect for the entire duration of any certificate, including renewals, issued to Brewer by the Department:
 - a. Paragraph 6.c of the Settlement Agreement required that Brewer have no new violations of any state, federal, tribal, county or municipal law or ordinance during the course of the Agreement;
 - b. Paragraph 6.d required to report immediately any new citation or arrest to the Department;
 - c. Paragraph 6.e required Brewer to comply with all the provisions of the code of ethics; and,
 - d. Paragraph 6.h required Brewer to meet all other requirements of teacher certification;
6. Brewer applied for renewal of his teaching certificate prior to the ending of the one-year temporary certificate and was granted the five-year renewal until July 1, 2023.
7. Brewer next applied to update his certificate by adding an endorsement on July 4, 2019.
8. While processing this update, a criminal records check revealed an arrest for a criminal charge of Disorderly Conduct on June 25, 2019 in Pennington County. Brewer failed to immediately report this arrest under the terms of the Settlement Agreement Paragraph 6.d. A copy of the South Dakota Unified Judicial System Record Search Report is attached hereto as Exhibit "F&L-2" and made a part of this document;

APPLICABLE LAW

1. The Secretary of the Department of Education has the power and authority to revoke a teaching certificate. SDCL § 13-42-9.
2. More specifically, the Secretary of the Department of Education has the power and authority to revoke a certificate for the failure to fulfill any requirement for certification imposed pursuant to SDCL Chapter 13-43 and administrative rules promulgated thereto. SDCL §13-42-9 (4).
3. Brewer's failure to abide by the terms of the Settlement Agreement is a breach of the agreement and constitutes a failure to fulfill the requirements for certification.
4. Further, Brewer has again violated the Professional Code of Ethics for Teachers as per ARSD 24:08:03:03 (12) which requires teachers to 'cooperate with authorities and the commissions regarding violations of the codes of ethics.'

Therefore, considering the foregoing facts and applicable law, the Secretary of Education has the authority to revoke the teaching certificate of Ryan Brewer.

Dated this the 12th day of November 2019.

OFFICE OF GENERAL COUNSEL

BY: Diane B. Roy

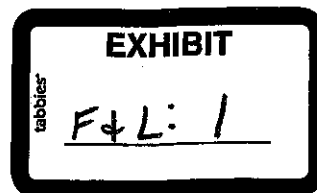
DIANE B. ROY
GENERAL COUNSEL

STATE OF SOUTH DAKOTA)	DIVISION OF THE SECRETARY
	ss:	
COUNTY OF HUGHES)	SOUTH DAKOTA DEPT. OF EDUCATION
In re: certification application of)	DSE 2017-11
RYAN A. BREWER)	
)	SETTLEMENT
)	AGREEMENT
)	

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Ryan A. Brewer (“Brewer”) 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.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit A.
3. Brewer has applied for a renewed teacher certificate.
4. Investigation into Brewer’s application has revealed the conduct history attached as Exhibit A.
5. The Department shall issue a one-year teacher certificate, effective from the date of issuance to July 1, 2018.
6. In order to be eligible to maintain or renew this certificate, Brewer must comply with all of the following conditions:
 - a. As of the date of his signature on this Agreement and since receiving his initial South Dakota teacher’s certificate, 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. As of the date of his signature on this agreement and since receiving his initial South Dakota teacher's certificate, 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. As of the date of his signature on this Agreement, he has not been and will not be subject to professional disciplinary proceedings involving his teacher certificate, or proceedings to deny or revoke his educator certification, in any other state or territory in which he has applied for or been issued a teacher certificate.

g. He will immediately provide notice to the Department if disciplinary proceedings are initiated against him, or if proceedings to deny or revoke his educator certificate are initiated, in any other state or territory in which he has applied for or been issued a teacher certificate.

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

i. He will regularly attend Alcoholics Anonymous meetings or another suitable support program for treatment and/or recovery from alcohol or substance abuse.

j. He shall submit reports to the Department every six months describing his compliance with the terms and conditions of this Agreement and will provide such additional documentation as the Department may require to monitor compliance with this Agreement.

7. The conditions in paragraph 6(a) through 6(h) of this Agreement shall remain in effect for the entire duration of any certificate (including renewals) issued to Brewer by the Department.

8. The conditions in paragraph 6(i) through 6(j) of this Agreement shall remain in effect for three years from the date this Agreement is signed by both parties.

9. If Brewer violates any of the conditions listed in paragraph 6, then the Department or Professional Teachers Practices and Standards Commission may consider all criminal charges and conduct referenced in Exhibit A and all other relevant facts in determining whether to revoke, suspend, or non-renew the certificate.

10. Any notice or other communication required from Brewer 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

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

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

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

14. 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.

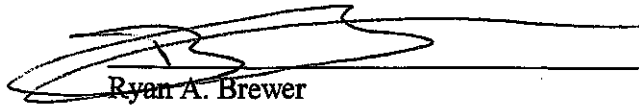
15. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any other written or oral agreements between the parties. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such 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.

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

17. Brewer 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.

[SIGNATURES ON FOLLOWING PAGE]

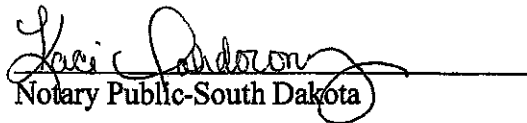
Dated this 27 day of October, 2017.

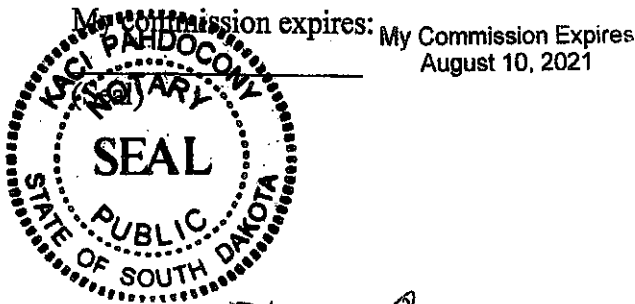

Ryan A. Brewer

State of South Dakota
County of Pennington

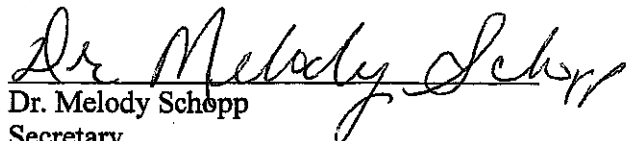
On this 27 day of October, 2017, before me, the undersigned officer, personally appeared Ryan A. Brewer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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


Notary Public-South Dakota



Dated this 31 day of OCTOBER, 2017.


Dr. Melody Schopp
Secretary
South Dakota Department of Education

State of South Dakota
County of Hughes

On this 31st day of October, 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: Jan 16, 2019
(Seal)



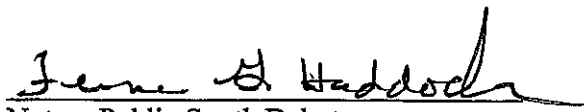

Notary Public-South Dakota

EXHIBIT A—STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about April 1, 2011, Brewer applied for and received an initial South Dakota teacher's certificate.
2. On or about July 10, 2012, Brewer applied for a Florida educator's certificate.
3. On or about August 12, 2013, Brewer's application for a Florida educator's certificate was denied.
4. On or about August 12, 2014, in Pennington County, South Dakota, Brewer was charged with Driving Under the Influence-1st (SDCL 32-23-2; class 1 misdemeanor). On or about September 5, 2014, Brewer pled guilty to Driving Under the Influence-1st. Brewer was sentenced to fines and costs, 90 days in jail with 90 days suspended, revocation of his driver's license for 30 days, and probation for one year with conditions including: compliance with all laws, completion of a treatment program and provide proof of completion to the court, and participation in the 24/7 monitoring program in order to obtain a work permit.
5. On or about January 12, 2015, in Pennington County, South Dakota, Brewer was charged with Driving Under the Influence-2nd (SDCL 32-23-3; class 1 misdemeanor). Or or about February 18, 2105, Brewer pled guilty to Driving under the Influence-2nd. Brewer was sentenced to fines and costs, 90 days in jail with 80 days suspended and credit for 10 days served, revocation of his driver's license for one year, and probation for one year with conditions including: compliance with all laws, completion of a treatment and aftercare program, and participation in the 24/8 monitoring program.
6. Brewer's initial South Dakota teacher's certificate expired on July 1, 2016.

7. On or about August 2, 2017, Brewer applied for a renewed teacher certificate from the South Dakota Department of Education. As part of this application, Brewer completed the Applicant Conduct Review Statement and answered yes to Question One, which asks:

“Since your last certification was issued, have you 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.”

8. In his answer to Question One, Brewer stated:

“I got 2 DUI’s in 2013 after my wife of 7 years cheated on me and left me with our two children and abandoned us with an unbuilt house that I was responsible to build literally myself and pay for everything; she took 2/3 of our family income with her, leaving me hopelessly financially ruined. She left me with all the bills. It was too much to bear and I fell off the wagon after 7 years of sobriety. I went through a rough patch in my life. After my second DUI, I entered an in-patient treatment at Tall Grass treatment center in Sioux Falls, SD, and have since rebuilt my life. I remarried and have a new baby boy. It’s been a tough road, but I am in recovery again and doing great.”

9. Brewer also answered yes to Question Two, which asks:

“Since your last certification was issued, have you 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. . .”

10. In his answer to Question Two, Brewer provided the same response as he provided to Question One.

11. Brewer also answered “no” to Question Five, which asks:

“Have you ever had any credential, certificate or license authorizing school teaching or education service suspended, revoked, voided, cancelled, denied, rescinded, rejected for cause and/or otherwise taken away in South Dakota or in any other state, commonwealth, territory, or possession of the United States or elsewhere?”

12. The South Dakota Code of Professional Ethics for Teachers requires that, in fulfilling their obligations to the public, educators shall engage in no act that results in a conviction. ARSD 24:08:03:02(7).

13. The South Dakota Code of Professional Ethics for Teachers requires that, in fulfilling their obligations to the public, educators shall exemplify high moral standards by not engaging in or becoming a party to such activities as . . . moral turpitude...or use of misleading or false statements. ARSD 24:08:03:02(8).

14. Brewer's criminal convictions referenced herein violate ARSD 24:08:03:02(7).

15. Brewer's criminal conduct and convictions referenced herein constitute moral turpitude and violate ARSD 24:08:03:02-(8).

16. Brewer's failure to disclose the denial of his 2012 Florida application for an educator's certificate referenced herein on his 2017 South Dakota application for a renewed teacher's certification constitutes a misleading or false statement and violates ARSD 24:08:03:02(8).