

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

In re: Certification Application of)
GRANT LOLLEY) **DSE 2020-07**
) **SETTLEMENT AGREEMENT**
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Grant Lolley (“Lolley”) regarding his application to renew his teaching certificate. In the respective opinions of the parties, this Agreement is fair, reasonable, and in the public interest.

The parties agree to the following:

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 1.
3. Lolley has applied to renew his teaching certificate.
4. An investigation into Lolley’s application has revealed a NASDTEC record of a certificate suspension from Iowa. Lolley failed to disclose on his renewal application.
5. The Department shall issue a five-year teaching certificate, effective August 1, 2020.
6. In order to be eligible to maintain or renew this certificate, Lolley must comply with all of the following conditions:
 - a. Within two (2) months from the date of his signature on this Agreement, he must provide the Department proof of his effort(s) to resolve the matter that resulted in his suspended certificate in Iowa.
 - b. He will actively be working to resolve the matter in Iowa.
 - c. He will provide the Department annual proof of his efforts and ultimate resolution of the matter in Iowa.
 - d. As of the date of his signature on this Agreement, he has not been charged with and will not

commit a violation of any state, federal, tribal, county, or municipal law or ordinance not already referenced in Exhibit 1.

- e. He has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit 1.
 - f. 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.
 - g. He will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - h. He shall submit to the Department annual reports containing his proof of efforts to resolve the matter and Iowa and 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. Lolley acknowledges that the discretion is left solely to the Department to determine if his efforts warrant his eligibility to maintain or renew this certificate.
8. The conditions in paragraph 6(a) through 6(h) of this Agreement shall remain in effect for until the Department is satisfied that the matter in Iowa has been resolved, this may remain in effect for the entire duration of any certificate (including renewals) issued to Lolley by the Department. Upon the Department's satisfaction that the matter in Iowa is resolved, the Department will provide written release of Lolley from obligations in paragraph 6(a) through 6(c). The conditions in paragraph 6(d) through 6(h) of this Agreement shall remain in effect for a minimum of three (3) years from the date this Agreement is signed by both parties.
9. If Lolley 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 1 and all other relevant facts in determining whether to revoke, suspend, or non-renew the certificate.

10. Any notice or other communications required from Lolley 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

11. Lolley 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 cost 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 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 § 1-27 and 1-26-2, this Settlement Agreement and attached Exhibits are public documents.
17. Lolley 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 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 the 14 of July, 2020.

Grant Lolley
Grant Lolley

State of South Dakota
County of Perkins

On this 14th day of July, 2020, before me, the undersigned officer, personally appeared Grant Lolley, 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.

(SEAL) Bonnie Crow
Notary Public- South Dakota
My commission expires: 8-23-23

Dated this the 29th of July, 2020.

Benjamin F. Jones
Benjamin F. Jones, Ph.D.
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 29th day of July, 2020, before me, the undersigned officer, personally appeared Benjamin F. Jones, Ph.D., 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.

(SEAL) Ferne Haddock
Notary Public- South Dakota
My commission expires: 1/16/2025

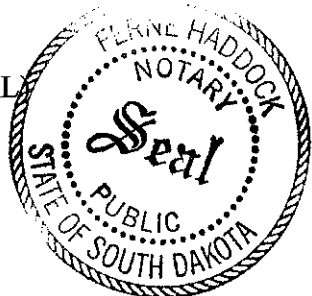


EXHIBIT A – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Lolley filed a Renewal Application for a teaching certificate from the South Dakota Department of Education which was activated on May 13, 2020.
2. An investigation into Lolley’s application has revealed a NASDTEC record of a certificate suspension from Iowa.
3. As part of the renewal application, Lolley completed the Applicant Conduct Review Statement and answered “no” to Question 5, which asks:

“Have you ever had any credential, certificate or license authorizing school teaching or educational 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?”
4. As part of the renewal application, Lolley completed the Applicant Conduct Review Statement and answered “no” to Question 9, which asks:

“Is there any information not disclosed by your answers concerning your background, history, experience, education or activities which may have some bearing on your character, moral fitness or eligibility to teach or hold an administrative position in South Dakota and which should be placed at the disposal or brought to the attention of the South Dakota Department of Education?”
5. Lolley failed to disclose his coaching license was suspended indefinitely by the Iowa Board of Educational Examiners on May 20, 2015 due to the Iowa Department of Revenue issuing a certificate of non compliance.
6. A phone interview was held between Lolley and the Department on June 26, 2020. Lolley informed the Department that he was aware of the suspension from Iowa due to unpaid state income tax. Lolley stated that he has not actively been working on this matter over the past four (4) years and that the matter has not been resolved.
7. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, theft, deceit, moral turpitude, gross immorality, sexual contact with students, illegal drugs, or use of misleading or false statements.” ARSD 24:08:03:02(8).
8. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “perform duties in accordance with local, state, and federal rules and laws.” ARSD 24:08:03:03(13).
9. Lolley’s failure to disclose his indefinite suspension from Iowa referenced herein violates ARSD 24:08:03:02(8).
10. Lolley’s failure to address the matter in Iowa referenced herein violates ARSD 24:08:03:03(13).