

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

In re: Certification Application of) DSE 2021-06
JAMES KLAGES) SETTLEMENT AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and James Klages (“Klages”) 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. Klages has applied to renew his teaching certificate.
4. Klages disclosed on his renewal application his criminal history including recent criminal charges.
5. The Department shall issue a one-year temporary teaching certificate, effective on or before July 1, 2021.
6. In order to be eligible to maintain or renew this certificate, Klages must comply with all of the following conditions:
 - a. He shall not possess or consume any alcohol, marijuana, or illegal drugs and shall not enter any bar or other establishment whose primary business is the sale of alcohol for a period of twelve (12) months from the date of his

signature on this Agreement.

- b. 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.
 - c. He has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit 1.
 - 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 meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - f. He shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
7. Klages 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(f) of this Agreement shall remain in effect for the entire duration of the current one-year temporary certificate issued to Klages by the Department and any renewal certificates issued thereafter.
 9. If Klages 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 Klages 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. Klages 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. Klages 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 4th of May, 2021.

James Klages
James Klages

State of South Dakota

County of BRULE

On this 4 day of May, 2021, before me, the undersigned officer, personally appeared James Klages, 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)

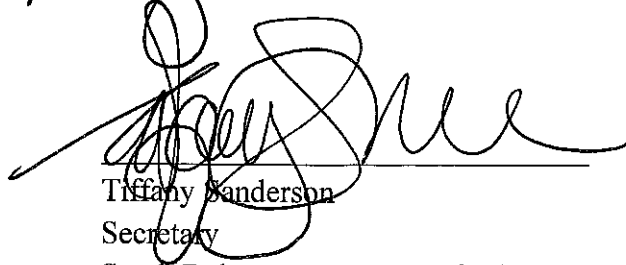
Clara M. Glaus

Notary Public- South Dakota

My commission expires: 11.17.2026



Dated this the 21 of May, 2021.




Tiffany Sanderson
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 21 day of May, 2021, before me, the undersigned officer, personally appeared Tiffany Sanderson, 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)



Notary Public- South Dakota
My commission expires: April 26, 2022

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Klages filed a Renewal Application for a teaching certificate from the South Dakota Department of Education which was activated on February 9, 2021.
2. Klages disclosed on his renewal application his criminal history including recent criminal charges. His disclosure is consistent with his Unified Judicial System record.
3. As part of the renewal application, Klages completed the Applicant Conduct Review Statement and answered “yes” to Question 1, which asks:

“Since your last certificate was issued, have you been arrested or charged with any criminal offenses?”
4. As part of the renewal application, if a “yes” response is provided, applicants are asked to further explain. Klages provided the following to Question 1:

“Trespassing SDCL 41-9-1. Occurred on 11-17-2018. Brule County. Dismissed on 21-21-2018 Obstruction Police Officer, Jailer or Firefighter SDCL 11-22-6. Occurred on 09-25-2020. Hughes County. Not Guilty Plea on 02-04-2021 Ongoing next court date 03-04-2021.”
5. As part of the renewal application, Klages completed the Applicant Conduct Review Statement and answered “yes” to Question 8, which asks:

“Have you ever held a license, certificate or credential, other than as a teacher or administrator, which has been revoked, cancelled, rescinded, suspended or taken away in South Dakota or elsewhere?”
6. As part of the renewal application, if a “yes” response is provided, applicants are asked to further explain. Klages provided the following to Question 8:

“Minnesota Driver’s License: Suspended 06-1989 for 30 days. Currently have a valid South Dakota Driver’s License. South Dakota Hunting License: Revoked for 1 year 12-2008. Currently have a valid South Dakota Hunting License.”
7. A phone interview was held between Klages and the Department on April 12, 2021. Klages provided the Department with further details regarding his arrest on September 25, 2020. Klages disclosed he consumed alcohol on a regular basis throughout the past year. After the interview Klages provided the Department, as requested, with copies of his chemical dependency evaluation and disposition of his criminal charges.
8. 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).

9. 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).
10. Klages’ actions and resulting arrest on September 25, 2020 and his problematic consumption of alcohol herein violates ARSD 24:08:03:02(8) and 24:08:03:03(13).