

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

In re: Certification Application of)
WILLIAM MASSEY)
)
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and William Massey (“Massey”) regarding his renewal application for an educator 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. William Massey applied on February 2, 2021 for to renew his educator certification.
4. Massey failed to disclose on his application that he had been interviewed during an investigation regarding his professional conduct with respect to communications with students and that he had been placed on a corrective action plan.
5. The Department shall permit Massey to withdraw his application pursuant to ARSD 24:28:04:03. Immediately upon receipt of the withdrawal of the application, the Department’s Notice of Intent to Deny shall be withdrawn. Massey and the Department shall notify the Office of Hearing Examiners that the Hearing scheduled on Massey’s appeal of the Notice of Intent to Deny Educator Certificate to Massey, filed by Carla Leingang, Department of Education Division Director of Accreditation

and Certification, that no Hearing is necessary as the parties have reached a settlement related to Massey's application for recertification.

6. Massey to may reapply for certification on or after April 1, 2022. The Department will process the application, make a determination on the application and give written notice of that determination to Massey before June 1, 2022. The factors relied upon by the Department when issuing the Intent to Deny Educator Certificate in this matter may not themselves be relied on as a basis for a future Notice of Intent to Deny Educator Certificate but may be relied upon to show a continuing course of conduct. Massey may appeal a notice of intent to deny the certificate or denial of the certificate as provided in law.
7. In order to be eligible to reapply for certification, Massey 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 commit a violation of any state, federal, tribal, county, or municipal law or ordinance.
 - b. He has not committed and will not commit any violations of the code of ethics.
 - c. 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.
 - d. He has completed the Prevention and Correction course provided through NASDTEC, which emphasizes the environmental, educational and social demands that influences an educator's daily decisions, and provides an option

when supporting those educators whose conflicting decisions have resulted in a need for intervention, within the six-month period prior to reapplying for certification. Massey shall be responsible for all costs associated and provide proof of completion to the Department prior to reapplying.

- e. He shall not be employed in any Department accredited or approved school in South Dakota, in any capacity, before July 1, 2022. Nothing in this provision prohibits Massey from applying and interviewing for positions prior to July 1, 2022.
 - 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 shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
8. The conditions in paragraph 6(a) and (b) of this Agreement shall remain in effect for the entire duration of the any subsequent educator certification issued to Massey by the Department.
9. If Massey violates any of the conditions listed in paragraph 6, then the Department may consider all conduct referenced in Exhibit 1 and all other relevant facts in determining whether to deny the certificate and the Professional Teachers Practices and Standards Commission may consider all conduct referenced in Exhibit 1 and all other relevant facts in determining whether to suspend or recommend revocation of his certificate.
10. Any notice or other communications required from Massey pursuant to this

Agreement shall be in writing and mailed via first-class mail to the following:

Ferne Haddock, Legal Assistant
South Dakota Department of Education
800 Governors Drive
Pierre, SD

~~11. If this settlement is not agreed to in its entirety in writing by the Secretary of~~

Education, or should the Department violate any provision in this agreement, Massey shall have the right to withdraw from this Settlement Agreement and proceed to the Hearing on his appeal of the Notice of Intent to Deny Educator Certificate to Massey, filed by Carla Leingang, Department of Education Division Director of Accreditation and Certification.

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.

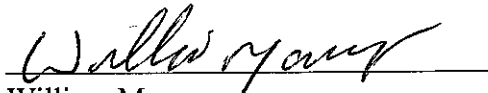
14. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into this Agreement and each of the terms and conditions hereof, and to execute and legally bind such party to it.

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 Exhibit are public documents.

17. Massey 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 actions of the State of South Dakota, and its officers, assigns, agents, and employees, prior to the date of this Settlement Agreement and directly related to the above-captioned matter.

Dated this the 20 of October, 2021.



William Massey

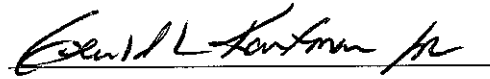
State of South Dakota

County of Beadle

On this 20th day of October, 2021, before me, the undersigned officer, personally appeared William Massey, 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.

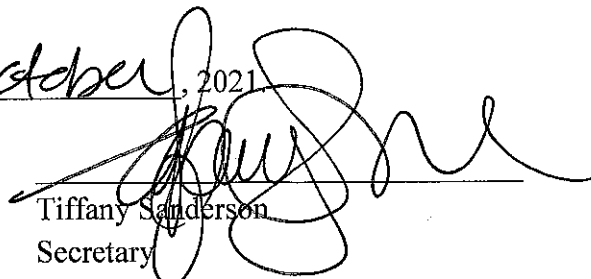
In witness whereof, I set my hand and official seal.

(SEAL)



Notary Public- South Dakota
My commission expires: November 5, 2021

Dated this the 20th of October, 2021

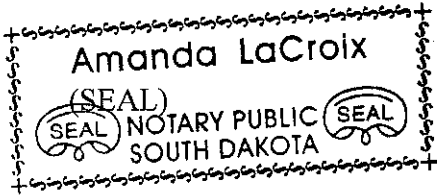


Tiffany Sanderson
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 26th day of October, 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 she executed the same for the purposes therein contained.

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



Amanda LaCroix
Notary Public- South Dakota
My commission expires: 7-26-22

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Massey filed a renewal educator certification from the South Dakota Department of Education which was activated on February 2, 2021.

2. Massey failed to disclose on his application that he had been interviewed during an investigation regarding his professional conduct with respect to communications with students and that he had been placed on a corrective action plan.
3. Massey's actions support his request to withdraw his application and the Department prohibiting him from reapplying for recertification before April 1, 2022.