

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

In re: Certification Application of) DSE 2021-12
KATHRYN BAIRD) SETTLEMENT AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Kathryn Baird (“Baird”) regarding her application for an alternative preliminary initial 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. Baird has applied for an alternative preliminary initial educator certificate.
4. Baird disclosed on her application her criminal history including recent criminal charges.
5. The Department shall issue a one-year temporary educator certificate, effective on ~~August~~ ^{September} 8, 2021.
6. In order to be eligible to maintain or renew this certificate, Baird must comply with all of the following conditions:
 - a. She 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 her

signature on this Agreement.

- b. As of the date of her signature on this Agreement, she 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. She has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit 1.
 - d. She 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. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - f. She shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
7. Baird acknowledges that the discretion is left solely to the Department to determine if her efforts warrant her 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 educator certificate issued to Baird by the Department and any renewal certificates issued thereafter.
 9. If Baird 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 Baird 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. Baird agrees that by entering into this Agreement, she 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. Baird 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 ~~SEPT 0~~^{9th} of September, 2021.

Kathryn Baird
Kathryn Baird

State of South Dakota

County of _____ *See Attachments*

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared Kathryn Baird, 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.

(SEAL)

Notary Public- South Dakota
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

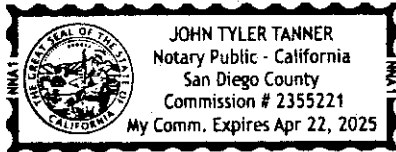
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 9/8/2021 before me, John Tyler Tanner, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kathryn Baird
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

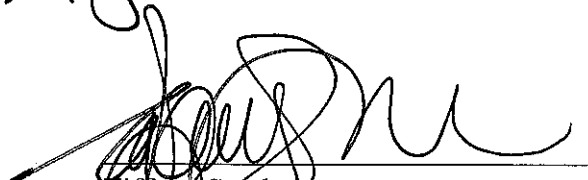
Title or Type of Document: Certification Application - State of South Dakota Document Date: _____
Number of Pages: 7 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kathryn Baird
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

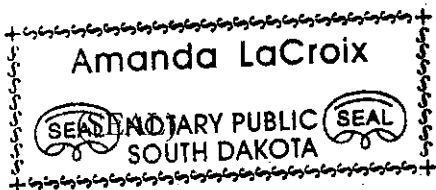
Dated this the 20 of August, 2021.


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

State of South Dakota
County of Hughes

On this 20th day of August, 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.



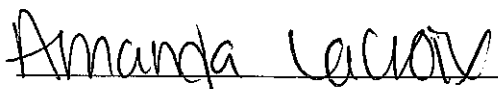

Notary Public- South Dakota
My commission expires: 7-26-22

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Baird filed an Alternative Preliminary Initial Application for an educator certificate from the South Dakota Department of Education which was activated on July 24, 2021.
2. Baird disclosed on her application her criminal history including recent criminal charges. Her disclosure is consistent with his Unified Judicial System record.
3. As part of the application, Baird completed the Applicant Conduct Review Statement and answered “yes” to Question 1, which asks:

“Have you ever been arrested or charged with any criminal offense?”
4. As part of the application, if a “yes” response is provided, applicants are asked to further explain. Baird provided the following to Question 1:

“I have received two DUIs. My first was in San Diego County, CA of January 2019; charged in March 2020. My second was in Minnehaha County, SD March 2020 charged in August 2020.”
5. As part of the application, Baird completed the Applicant Conduct Review Statement and answered “yes” to Question 2, which asks:

“Have you ever been convicted or pleaded guilty to any criminal offense?”
6. As part of the application, if a “yes” response is provided, applicants are asked to further explain. Baird provided the following to Question 2:

“I plead guilty in March 2019 to a DUI first occurring in Jan 2019 in San Diego County, CA. I had my license suspended for 9 months, attend a Mothers Against Drunk Driving Course, a 9 month DUI program, and community service. I plead guilty August 21, 2020 to DUI first that happened March 12th, 2020 in Minnehaha County, SD. I had my license revoked for a year, attended a 54 hour out patient program and a 30 day in-patient program. In order to drive while my license was revoked, I was on a worker’s permit and was required to wear SCRAM (alcohol ankle monitor) bracelet until August 23rd, 2021. I am currently not on probation.”
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. Barid’s actions and resulting two separate arrests and her problematic consumption of alcohol herein violates ARSD 24:08:03:02(8) and 24:08:03:03(13).