

STATE OF SOUTH DAKOTA)
)
COUNTY OF HUGHES) SOUTH DAKOTA DEPT. OF EDUCATION

In re: Certification Application of)
TODD GANNON) DSE 2021-14
) SETTLEMENT AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Todd Gannon (“Gannon”) regarding his application for an initial CTE instructor educator permit. 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. Gannon has applied for an initial CTE instructor educator permit.
4. Gannon vaguely disclosed on his application some of his criminal history. Gannon failed to disclose several charges and convictions that spanned from 2007-2016.
5. The Department shall issue a three-year educator permit, effective on September 29, 2021.
6. In order to be eligible to maintain or renew this permit, Gannon 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 not already referenced in Exhibit 1.

- b. He has not committed and will not commit any violations of the code of ethics not already referenced in Exhibit 1.
 - 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 will meet all other requirements for permit. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - e. He shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
7. Gannon acknowledges that the discretion is left solely to the Department to determine if his efforts warrant his eligibility to maintain or renew this permit.
8. The conditions in paragraph 6(a) through 6(f) of this Agreement shall remain in effect for the entire duration of the current three-year educator permit issued to Gannon by the Department and any renewal permits issued thereafter.
9. If Gannon 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 Gannon 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. Gannon 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. Gannon 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.

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Gannon filed an initial CTE instructor educator permit from the South Dakota Department of Education which was activated on August 5, 2021.
2. Gannon vaguely disclosed on his application some of his criminal history.
3. As part of the application, Gannon 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. Gannon provided the following to Question 1:

“Yes, DUI.”
5. As part of the application, Gannon 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. Gannon provided the following to Question 2:

“Yes, DUI.”
7. Gannon failed to adequately disclose his complete criminal history, as follows:
 - Petty theft conviction in 2016
 - Driving with a revoked license conviction in 2015
 - Failure to report accident charge in 2015
 - Driving under the influence- 4th conviction in 2014
 - No drivers license conviction in 2012
 - Driving under the influence- 3rd conviction in 2011
 - Failure to make proper stop charge in 2011
 - No drivers license conviction in 2011
 - Open alcoholic beverage container charge in 2011
 - Failure to stop at signal of law enforcement conviction in 2011
 - Reckless driving charge in 2011
 - Failure to stop conviction in 2010
 - Failure to maintain financial responsibility charge in 2010
 - Driving with revoked license charge in 2010
 - No drivers license conviction in 2010
 - Driving under the influence- 2nd conviction in 2009
 - Possession of alcohol by minor charge in 2009
 - Driving with suspended license conviction in 2009
 - Accessory to a felony conviction in 2008
 - Petty theft charge in 2008
 - Possession of alcohol by minor charge in 2008

Probation violation convictions in 2009, 2011, 2014
Driving under the influence conviction in 2007
Possession of alcohol by minor charge in 2007

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. Gannon’s actions and criminal history herein violates ARSD 24:08:03:02(8) and 24:08:03:03(13).

Dated this the 29th of September, 2021.


Todd Gannon

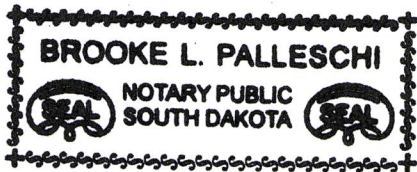
State of South Dakota


County of Minnehaha

On this 29th day of September, 2021, before me, the undersigned officer, personally appeared Todd Gannon, 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.

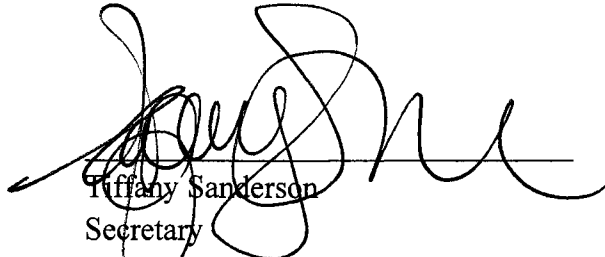
(SEAL)




Notary Public- South Dakota

My commission expires: 08-07-2023

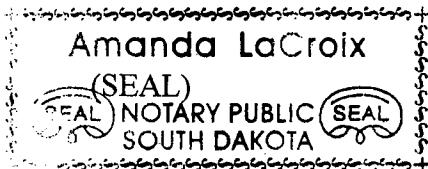
Dated this the 20th of October, 2021.



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

State of South Dakota
County of Hughes

On this 20th 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.




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