

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

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**In re: Certification Application of        )        DSE 2022-11**  
**REBECCA WESTRA                            )        SETTLEMENT AGREEMENT**  
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This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Rebecca Westra (“Westra”) regarding her application for an alternative preliminary initial 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. Westra applied on July 24, 2022, for an alternative educator certificate.
4. Westra failed to disclose her complete criminal history including two simple assault charges.
5. On or about August 4, 2022, the Department attempted to serve a Notice of Intent to Deny Educator Certification on Westra.
6. On or about September 30, 2022, the Department attempted service again. The second certified mail package was returned as unclaimed.
7. Westra failed to request a hearing within 30 days after service of the notice.
8. The allegations of the Notice were accepted as true by the Secretary and an Order was entered on November 9, 2022.

9. After served with the Notice of Entry, Westra, by and through her attorney, Paul D. Lundberg, requested the Secretary to reconsider the previously entered Order.
10. The Department shall permit Westra to withdraw her application for an educator certificate pursuant to ARSD 24:28:04:03.
11. Westra shall be prohibited from reapplying for certification until July 1, 2024.
12. The Secretary shall withdraw the previously entered Order dated November 9, 2022 and enter an Order consistent with this Agreement.
13. In order to be eligible to apply for certification, Westra must comply with all of the following conditions:
  - a. 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.
  - b. She has not committed and will not commit any violations of the code of ethics.
  - c. 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.
  - d. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
  - e. She shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
14. Westra acknowledges that the discretion is left solely to the Department to determine

if her efforts warrant her eligibility to apply for certification.

15. If Westra violates any of the conditions listed in paragraph 12, 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.

16. Any notice or other communications required from Westra 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

17. Westra agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement.

18. Each party to this Agreement shall bear their own cost and attorney's fees.

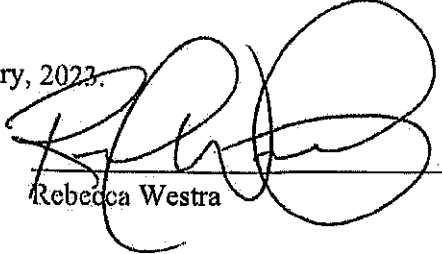
19. The terms of this Agreement may be modified only by a subsequent written agreement signed by the parties.

20. 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.

21. 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.

23. Westra 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 5<sup>th</sup> of January, 2023.

  
Rebecca Westra


State of South Dakota

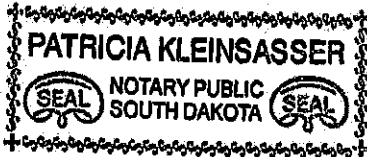
County of Minnehaha

On this 5 day of January, 2023, before me, the undersigned officer, personally appeared Rebecca Westra, 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: 10-23-27



Dated this the 5 of January, 2023.

My Commission Expires  
October 23, 2027

Dated this the 9<sup>th</sup> of January, 2023.

Mary Stadick Smith  
Mary Stadick Smith  
Deputy Secretary  
South Dakota Department of Education  
800 Governors Drive  
Pierre, SD 57501

State of South Dakota  
County of Hughes

On this 9<sup>th</sup> day of January, 2023, before me, the undersigned officer, personally appeared Mary Stadick Smith, 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)



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

## **EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Rebecca Westra filed an alternative preliminary initial application for an educator certificate which was activated on July 24, 2022.
2. Westra answered “yes” and provided a response to Questions 1, 2, and 7 of the Applicant Conduct Review Statement portion of the application. Westra disclosed charges from 2019 of sexual contact without consent with person capable of consenting and simple assault. Westra pled guilty to simple assault.
3. The South Dakota Department of Education Office of Educator Certification (hereinafter “Department”) attempted to serve a Notice of Intent to Deny Educator Certificate and attached exhibits on Rebecca Westra (hereinafter “Westra”) via certified mail, first-class mail, and email on or about August 4, 2022, and again on September 30, 2022. The second certified mail package was returned as unclaimed.
4. Westra confirmed via email that she received the first attempted service.
5. The Notice of Intent informed Westra that if she failed to request a hearing within 30 days after service of the notice, the allegations of the Notice would be accepted as true by the Secretary.
6. The Department received no request for hearing from Westra within the 30-day period.
7. Westra failed to disclose two simple assault charges from 2010. The charges were dismissed.
8. The application requests applicants to provide court documents. The Department did not receive any court documents from Westra.
9. Grounds for the denial or non-renewal of an educator certificate are provided in SDCL § 13-42.

10. The Secretary of the Department of Education has the power and authority to refuse to issue or renew a certificate. SDCL § 13-42-9.
11. Westra's actions in 2019 resulting in her charges and ultimate conviction constitute moral turpitude in violation of SDCL § 13-42-9.
12. Westra's failure to disclose her entire criminal history and comply with the requirement to submit documentation constitute moral turpitude.

STATE OF SOUTH DAKOTA            )  
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  )    **SOUTH DAKOTA DEPT. OF EDUCATION**


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**In re: Certification Application of**    )  
**REBECCA WESTRA**                        )    **DSE 2022-11**  
  )    **ORDER RESCINDING**  
  )    **PREVIOUS ORDER**

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In accordance with and pursuant to the authority granted to the Secretary of the Department of Education, I hereby rescind the Order previously entered on November 9, 2022, as it is no longer necessary pursuant to the Settlement Agreement entered into on January 5, 2023.

Dated this the 9<sup>th</sup> of January, 2023.

  
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Mary Stadick Smith  
Deputy Secretary  
South Dakota Department of Education  
800 Governors Drive  
Pierre, SD 57501