

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

In re: Certification Application of) DSE 2022-14
HALEY RINGKOB) SETTLEMENT AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Haley Ringkob (“Ringkob”) regarding her application for a 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. Ringkob applied on May 30, 2022, for an initial teaching certification.
4. Ringkob disclosed on her application her criminal history including a recent criminal conviction.
5. The Department shall issue a five-year teaching certificate, effective on September 27th, 2022.
6. In order to be eligible to maintain or renew this certificate, Ringkob must comply with all of the following conditions:
 - a. She must participate in the South Dakota Mentorship Program as a new teacher for two years.
 - b. Within 30 days from the execution of this document, Ringkob will begin

meeting with a mental health provider on a monthly basis to address any underlying conditions that may have been a factor in her recent conviction. Every six months, Ringkob shall provide the Department documentation confirming her compliance with this requirement.

- c. 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.
- d. She has not committed and will not commit any violations of the code of ethics.
- e. 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.
- f. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
- g. She shall submit to the Department any additional documentation the Department may require to ensure compliance with this Agreement.

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7. Ringkob 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. If Ringkob 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.

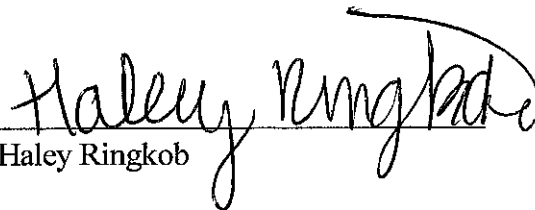
9. Any notice or other communications required from Ringkob pursuant to this Agreement shall be in writing and mailed via first-class mail to the following:

Ferne Haddock, Legal Assistant
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

10. Ringkob agrees that by entering into this Agreement, she has waived all rights to appeal any matter addressed in this Agreement.
11. Each party to this Agreement shall bear their own cost and attorney's fees.
12. The terms of this Agreement may be modified only by a subsequent written agreement signed by the parties.
13. 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.
14. 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.
15. Under the requirements of SDCL § 1-27 and 1-26-2, this Settlement Agreement and attached Exhibit are public documents.
16. Ringkob 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 25 of September, 2022.

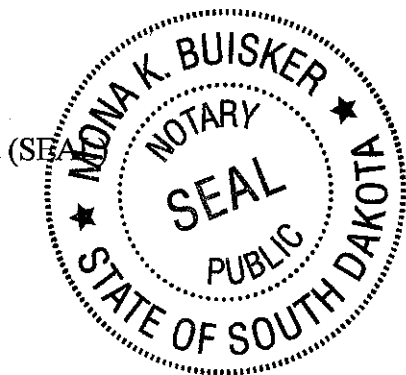

Haley Ringkob

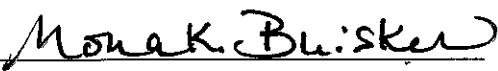
State of South Dakota

County of Marshall

On this 25th day of September, 2022, before me, the undersigned officer, personally appeared Haley Ringkob, 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: 3/16/2027

Dated this the 27th of September, 2022.



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

State of South Dakota
County of Hughes

On this 27th day of September, 2022, 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.

(SEAL)



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

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Ringkob filed an initial teaching application which was activated on May 30, 2022.
2. Ringkob disclosed on her application her criminal history including a recent criminal conviction. Her disclosure is consistent with her Unified Judicial System record.
3. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[e]ngage in no act that results in a conviction.” ARSD 24:08:03:02(7).
4. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[e]xemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, theft, deceit, moral turpitude, gross immorality... or use of misleading or false statements.” ARSD 24:08:03:02(8).
5. The South Dakota Code of Professional Ethics for Teachers requires a teacher to “[p]erform duties in accordance with local, state, and federal rules and laws.” ARSD 24:08:03:03(13).
6. Ringkob’s conviction violates ARSD 24:08:03:02 (7), ARSD 24:08:03:02(8), and ARSD 24:08:03:03(13).