

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

In re: Certification Application of) **DSE 2022-22**
JESSICA L. SMITH) **SETTLEMENT AGREEMENT**
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Jessica L. Smith (“Smith”) regarding her 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. Smith applied on November 7, 2022, for an educator certificate.
4. Smith disclosed on her application that she had been charged and convicted of disorderly conduct.
5. Smith provided the Department with an Amended Complaint but no additional court documents.
6. Smith failed to adequately disclose her criminal history.
7. The Department shall issue a one-year general education alternative teaching certificate pursuant to ARSD 24:28:11:05.
8. In order to be eligible to maintain or renew this certification, Smith 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 provide notice to the Department within fifteen (15) days 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 participate and complete the state mentorship program.
 - e. Her assigned mentor must be an educator employed by the same school district in which Smith is employed at.
 - 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 as the Department may require to ensure compliance with this Agreement.
9. Smith acknowledges that the discretion is left solely to the Department to determine if her efforts warrant her eligibility to maintain or renew certification.
10. If Smith violates any of the conditions listed in paragraph eight (8), 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.

11. Any notice or other communications required from Smith 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

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

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

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

15. 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.

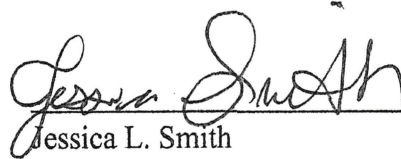
16. This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any other written or oral agreements between the parties. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole in part for any reason, such illegal, 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.

17. Under the requirements of SDCL § 1-27 and 1-26-2, this Settlement Agreement and attached Exhibit are public documents.

18. Smith 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 3 of August, 2023.



Jessica L. Smith

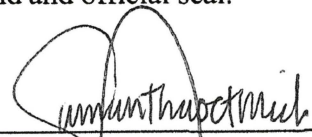
State of South Dakota

County of Spink

On this 3rd day of August, 2023, before me, the undersigned officer, personally appeared Jessica L. 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.





Notary Public- South Dakota
My commission expires: 01-14-2021

Dated this the 10th of August, 2023.

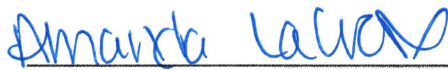


Dr. Joseph Graves
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 10th day of August, 2023, before me, the undersigned officer, personally appeared Dr. Joseph Graves, 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: 7-26-28

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Jessica L. Smith filed an application for an educator certificate which was activated on November 7, 2022.
2. Smith answered “yes” and provided a response to Questions 1 and 2 of the Applicant Conduct Review Statement portion of the application. Smith disclosed she was charged in disorderly conduct on January 26, 2022.
3. Smith failed to adequately disclose her criminal history and provide all relevant court documents.
4. Smith failed to answer Question 7 of the Applicant Conduct Review Statement portion of the application accurately.
5. Grounds for the denial or non-renewal of an educator certificate are provided in SDCL § 13-42.
6. The Secretary of the Department of Education has the power and authority to refuse to issue or renew a certificate. SDCL § 13-42-9.
7. Smith’s actions and failure to disclose constitute acts of moral turpitude in violation of SDCL § 13-42-9.