

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

In re: Certification Application of) **DSE 2023-08**
HUNTER NEDLAND) **SETTLEMENT AGREEMENT**
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Hunter Nedland (“Nedland”) regarding his 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. Nedland applied on March 3, 2023, for an educator certificate.
4. Nedland failed to adequately disclose his criminal history.
5. Nedland was employed by the Brookings School District during the 2022-2023 school year as the biology and AP biology teacher. Nedland did not hold the required certification for such position.
6. The Department shall permit Nedland to withdraw his application for an educator certificate pursuant to ARSD 24:28:04:03.
7. Nedland shall be prohibited from reapplying for certification until July 1, 2024.
8. In order to be eligible to maintain or renew this certification, Nedland 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.

- b. He has not committed and will not commit any violations of the code of ethics.
 - c. He 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. He will meet all other requirements for certification. 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.
9. Nedland acknowledges that the discretion is left solely to the Department to determine if his efforts warrant his eligibility to maintain or renew certification.
10. If Nedland 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 Nedland 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

12. Nedland agrees that by entering into this Agreement, he 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. Nedland 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 26 of December, 2023.



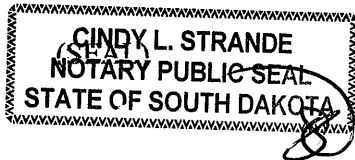
Hunter Nedland


State of South Dakota

County of BROOKINGS

On this 26 day of December, 2023, before me, the undersigned officer, personally appeared Hunter Nedland, 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.

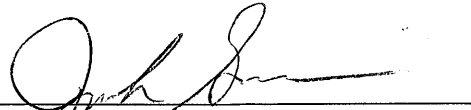
In witness whereof, I set my hand and official seal.





Notary Public- South Dakota
My commission expires: 9/23/29

Dated this the 5th of January, 2024.

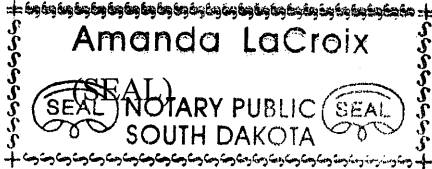


Dr. Joseph Graves
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 5th day of January, 2024, 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.



Amanda LaCroix
Notary Public- South Dakota
My commission expires: 7-26-28

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Hunter Nedland filed an application for an educator certificate which was activated on March 3, 2023.
2. Nedland answered “No” to all Conduct Review Questions.
3. Upon investigation, Nedland failed to disclose a theft by insufficient funds conviction from October 2020.
4. Nedland’s application depicts that Nedland fails to meet the requirements under ARSD 24:28:06:02 for a certificate as he lacks:
 - a. a bachelor’s degree or higher from a regionally accredited institution of higher education; and
 - b. completion of a teacher education program from a regionally accredited institution of higher education.
5. Nedland was listed as Brookings’ Biology and AP Biology teacher for school year 2022-2023. He performed those duties without a certificate in violation of SDCL § 13-43-5 and ARSD 24:28:06:01.
6. Grounds for the denial or non-renewal of an educator certificate are provided in SDCL § 13-42.
7. The Secretary of the Department of Education has the power and authority to refuse to issue or renew a certificate. SDCL § 13-42-9.
8. Nedland failed to disclose the convicted described in paragraph 3, on his application as required and attested to on March 3, 2023. Such actions constitute moral turpitude pursuant to SDCL § 22-1-2.
9. Nedland fails to meet the educational requirements listed under ARSD 24:28:06:02 and

therefore, is deemed incompetent for such certificate.

10. Nedland's actions of performing as a teacher without a certificate against state law constitutes moral turpitude pursuant to SDCL § 22-1-2.