

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

In re: Certification Application of)
JARED DAVIS)
)
DSE 2023-18
SETTLEMENT AGREEMENT

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Jared Davis (“Davis”) 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. Davis applied on June 27, 2023, for an educator certificate.
4. Davis disclosed he entered a guilty plea to a harassment charge.
5. Davis also disclosed that he resigned from his position at Storm Lake Schools in April 2023 to avoid dismissal or disciplinary action.
6. The Department shall issue a five-year educator certificate pursuant to ARSD 24:28:16:01.
7. In order to be eligible to maintain and renew a certification, Davis must comply with all of the following conditions:
 - a. Within 30 days from the date of his signature on this Agreement, Davis will begin meeting with a mental health provider on a monthly basis.

- b. Within 30 days from the date of his signature on this Agreement, Davis will begin attending groups sessions such as AA on a weekly basis.
 - c. Every six months, Davis shall provide the Department documentation from his provider and chair of group sessions confirming his continued compliance with requirements with subsections a. and b.
 - d. 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.
 - e. He has not committed and will not commit any violations of the code of ethics.
 - f. He will provide notice, within 10 business days, 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.
 - g. He will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - h. He shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
8. Davis acknowledges that the discretion is left solely to the Department to determine if his efforts warrant his eligibility to apply for certification.
9. If Davis violates any of the conditions listed in paragraph 7, 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 Davis pursuant to this Agreement

shall be in writing and mailed via first-class mail to the following:

Attn: Legal Assistant
South Dakota Department of Education
800 Governors Drive
Pierre, SD

11. Davis 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 Exhibit are public documents.
17. Davis 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 8TH of February, 2024.

Jared Davis
Jared Davis

State of South Dakota

County of Minnehaha

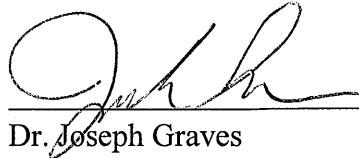
On this 8 day of February, 2024, before me, the undersigned officer, personally appeared Jared Davis, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

[Signature]
Notary Public- South Dakota
My commission expires: October 3, 2024

Dated this the 20th of February, 2024.

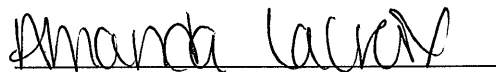
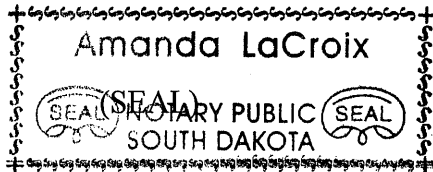


Dr. Joseph Graves
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 20th day of February, 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 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: 7-26-2028

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about June 27, 2023, Davis filed an Out-of-State Initial Application.
2. Davis answered “Yes” to Questions 1, 2, and 7 of the Conduct Review portion of the application.
3. Davis disclosed he entered a guilty plea to a harassment charge.
4. Davis also disclosed that he resigned from his position at Storm Lake Schools in April 2023 to avoid dismissal or disciplinary action.
5. Davis was instructed, per the application, to send certified court documents to the Department.
6. On or about October 3, 2023, the Department prompted Davis to provide court documents for his disclosed criminal history.
7. The court documents, provided by Davis, and court-ordered substance abuse evaluation and mental health evaluation depict recent substance abuse and mental health concerns.
8. Davis has failed to provide documentation indicating he has complied with all recommendations from his substance abuse evaluation and mental health evaluation.
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. Davis’ recent criminal history constitute moral turpitude in violation of SDCL § 13-42-9.
12. Davis’ recent mental health and substance abuse concerns/compliance constitute incompetency in violation of SDCL § 13-42-9.