

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

In re: Certification Application of) DSE 2023-22
TAMARA MERRILL) SETTLEMENT AGREEMENT
)

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Tamara Merrill (“Merrill”) 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. Merrill applied on March 27, 2023, for educator renewal certificate.
4. Merrill disclosed on her application two felony theft convictions from 2021.
5. The Department shall issue Merrill a five-year renewal educator certificate.
6. In order to be eligible to maintain or renew this certification, Merrill 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 has completed the Prevention and Correction course provided through NASDTEC and shall be responsible for all costs associated and provide proof of completion to the Department prior to a certificate being issued.
 - e. She will meet all other requirements for certification. Nothing in this paragraph is intended to abrogate or avoid any other applicable requirements for certification.
 - f. She shall submit to the Department any additional documentation as the Department may require to ensure compliance with this Agreement.
7. Merrill acknowledges that the discretion is left solely to the Department to determine if her efforts warrant her eligibility to maintain or renew certification.
8. If Merrill violates any of the conditions listed in paragraph six (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 Merrill pursuant to this Agreement shall be in writing and mailed via first-class mail to the following:
- South Dakota Department of Education
Attn: Legal Assistant
800 Governors Drive
Pierre, SD 57501
10. Merrill 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. Merrill 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 20 of June, 2024.

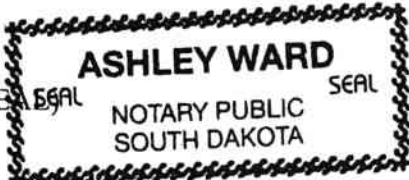
Tamara Merrill
Tamara Merrill

State of South Dakota

County of Pennington

On this 20 day of June, 2024, before me, the undersigned officer, personally appeared Tamara Merrill, 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) **ASHLEY WARD** (SEAL)
NOTARY PUBLIC
SOUTH DAKOTA
Ashley Ward
Notary Public- South Dakota
My commission expires: 5-30-29

Dated this the 25th of June, 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 _____ day of June, 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.



Kristin Berger
Notary Public- South Dakota
My commission expires: Sept. 1, 2028

EXHIBIT 1 – STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Tamara Merrill filed an application for renewal of an educator certificate which was activated on March 27, 2023.
2. Merrill disclosed two felony theft convictions from 2021.
3. Grounds for the denial or non-renewal of an educator certificate are provided in SDCL § 13-42.
4. The Secretary of the Department of Education has the power and authority to refuse to issue or renew a certificate. SDCL § 13-42-9.
5. Merrill's convictions constitute moral turpitude pursuant to SDCL § 22-1-2.