

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

In re: Certification Application of) DSE 2023-23
ALEX C. JOHNSON) SETTLEMENT AGREEMENT
))

This Agreement is hereby entered into by the South Dakota Department of Education (“Department”) and Alex C. Johnson (“Johnson”) 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. Johnson applied on October 4, 2023, for an alternative preliminary certificate.
4. Johnson failed to adequately disclose his complete criminal history.
5. The Department shall issue Johnson an alternative preliminary certification pursuant to ARSD Chapter 24:28:10. Such a certificate does not authorize Johnson to be employed as a teacher but allows Johnson the opportunity to apply for an alternative certificate pursuant to ARSD Chapters 24:28:11 through 24:28:15.
6. In order to be eligible to maintain or renew this certification or any alternative certificate pursuant to ARSD Chapters 24:28:10 through 24:28:15, Johnson 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.

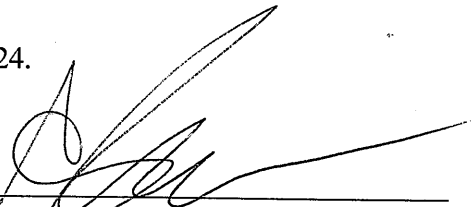
- b. He has not committed and will not commit any violations of the code of ethics.
 - c. He will provide notice to the Department within fifteen (15) days of any new citation or arrest for any violation of state, federal, tribal, county, or municipal law or ordinance and will provide a copy of any charging 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.
7. Johnson acknowledges that the discretion is left solely to the Department to determine if his efforts warrant his eligibility to maintain or renew certification.
 8. If Johnson 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 Johnson pursuant to this Agreement shall be in writing and mailed via first-class mail to the following:

South Dakota Department of Education
ATTN: Legal Office
800 Governors Drive
Pierre, SD 57501
 10. Johnson agrees that by entering into this Agreement, he 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. Johnson 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 27th of March, 2024.



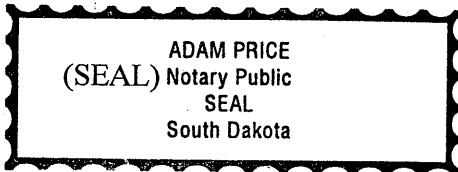
Alex C. Johnson

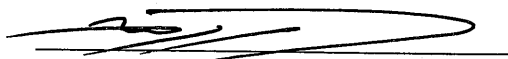
State of South Dakota

County of Minnehaha

On this 27th day of March, 2024, before me, the undersigned officer, personally appeared Alex C. Johnson, 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.

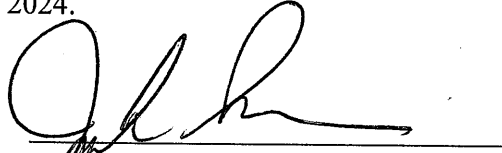
In witness whereof, I set my hand and official seal.





Notary Public- South Dakota
My commission expires: 4-27-29,

Dated this the 2nd of April, 2024.

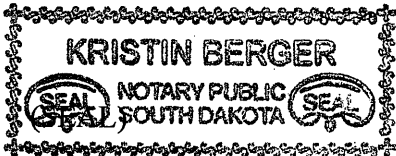


Dr. Joseph Graves
Secretary
South Dakota Department of Education
800 Governors Drive
Pierre, SD 57501

State of South Dakota
County of Hughes

On this 2 day of April, 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. Alex Johnson filed an application for an alternative preliminary initial educator certificate which was activated on October 4, 2023.
2. Johnson failed to adequately disclose his criminal history on his application.
3. Upon formal request from the Department, Johnson provided court documents to the Department.
4. Grounds for the denial or non-renewal of an educator certificate are provided in SDCL § 13-42.
5. The Secretary of the Department of Education has the power and authority to refuse to issue or renew a certificate. SDCL § 13-42-9.
6. Johnson's actions and failure to adequately disclose constitute acts of moral turpitude in violation of SDCL § 13-42-9.