

STATE OF SOUTH DAKOTA )  
 )  
COUNTY OF HUGHES ) SOUTH DAKOTA DEPT. OF EDUCATION

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In re: Certification Application of )  
JENNIFER JUNGWIRTH ) DSE 2024-14  
 ) ORDER DENYING  
 ) EDUCATOR CERTIFICATE

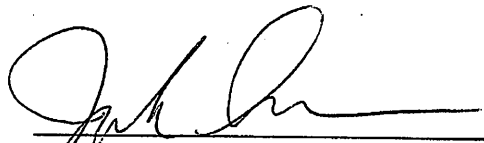
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In accordance with and pursuant to the authority granted to the Secretary by SDCL § 13-42-4, 13-42-9, and ARSD article 24:18, and after review of the record herein, the Secretary issues the following Order:

1. Pursuant to the Settlement Agreement, the application of Jennifer Jungwirth for an educator certificate is DENIED.
2. Jungwirth is prohibited from reapplication for an educator certificate in the State of South Dakota for a period of two years.
3. The Order and Settlement Agreement are a public record pursuant to SDCL § 13-42-17.1 and ARSD 24:18:04:05.
4. Notification of this denial is to be placed on the NASDTEC registry and be placed in applicant's permanent certification file within the South Dakota Department of Education.

This constitutes final agency action.

Dated this the 5<sup>th</sup> of December, 2024.



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

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

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In re: Certification Application of ) DSE 2024-14  
JENNIFER JUNGWIRTH ) SETTLEMENT AGREEMENT  
 )

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This Agreement is hereby entered into by the South Dakota Department of Education ("Department") and Jennifer Jungwirth ("Jungwirth") 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:

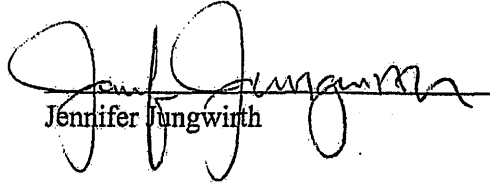
1. This Agreement shall be effective from the date it is signed by both parties.
2. The parties agree to the Stipulated Findings of Fact and Conclusions of Law attached hereto as Exhibit 1.
3. Jungwirth applied on May 16, 2024, for initial educator certificate.
4. The Department served a Notice of Intent to Deny Educator Certificate on or about October 28, 2024.
5. Jungwirth requested a hearing on or about October 30, 2024.
6. The hearing was scheduled for December 18, 2024.
7. The parties agreed to enter into this Settlement Agreement in lieu of the hearing.
8. The parties agree the Department shall deny Jungwirth's application and Jungwirth shall be prohibited from reapplying for a teaching certificate in South Dakota for a period of two years.
9. In order to be eligible for a certification upon completion of suspension period, Jungwirth 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 ten (10) 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 successfully complete any court ordered probation.
  - 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.
10. Jungwirth acknowledges that the discretion is left solely to the Department to determine if her efforts warrant her eligibility to issue, maintain, or renew certification.
11. If Jungwirth violates any of the conditions listed in paragraph ten (10), 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.
12. Any notice or other communications required from Jungwirth 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
13. Jungwirth agrees that by entering into this Agreement, she has waived all rights to appeal

any matter addressed in this Agreement.

14. Each party to this Agreement shall bear their own cost and attorney's fees.
15. The terms of this Agreement may be modified only by a subsequent written agreement signed by the parties.
16. 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.
17. 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 or 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.
18. Under the requirements of SDCL § 1-27 and 1-26-2, this Settlement Agreement and attached Exhibit are public documents.
19. Jungwirth 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 4<sup>th</sup> of December, 2024.

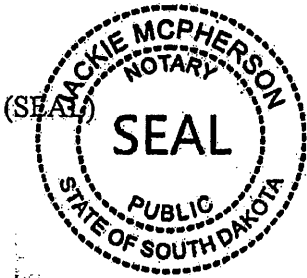
  
Jennifer Jungwirth

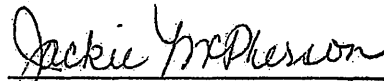
State of South Dakota

County of Pennington


On this 4<sup>th</sup> day of December, 2024, before me, the undersigned officer, personally appeared Jennifer Jungwirth, 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: 8/31/2027

Dated this the 5<sup>th</sup> of December, 2024.

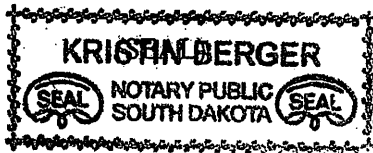
  
Dr. Joseph Graves

Secretary  
South Dakota Department of Education  
800 Governors Drive  
Pierre, SD 57501

State of South Dakota  
County of Hughes

On this 5<sup>th</sup> day of December, 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. Jennifer Jungwirth filed an application for an initial educator certificate which was activated on May 16, 2024.
2. Jungwirth disclosed on her application recent criminal convictions.
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 §§ 13-42-4 and 13-42-9.
5. Jungwirth's criminal history constitute moral turpitude pursuant to SDCL § 22-1-2.