

Bauer Exhibits

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes III, Master in Equity and Special Circuit Court Judge

APPELLATE CASE NO. 2016-000955

John Alden Bauer III

Appellant

v

Beaufort County
School District

Respondent

Exhibit Number On Left

Ensuing Auxiliary Exhibits Add Detail to the Numbered Exhibit

RECEIVED

JUN 02 2016

SC Court of Appeals

Exhibit 1 (Appeals Court)

Superintendent's summary, Board of Education special called meeting - June 5, 2014

Vice Chair Mary Cordray called the meeting to order at 4:20 p.m.

Pledge of Allegiance

Board members agreed to discuss the proposed 2014-15 budget first, then go into executive session to discuss a personnel issue.

Superintendent Moss and Chief Operations Officer Phyllis White presented an overview of proposed increases to the 2014-15 budget. The need for the budget as proposed was due to increases in benefits for employees, state-mandated step increases for staff, an increase in student enrollment and instructional initiatives. The initial budget sent to County Council was \$192.8 million.

Dr. Moss and Ms. White presented several budgetary options for Board members to discuss as they worked to develop a reduced proposal to present to County Council. After Board members discussed various options, Ms. Bush moved to direct the superintendent to propose \$1.5 million in 2014-15 budget reductions. The reductions would be achieved by utilizing new, recently approved state funding for literacy coaches, greater efficiencies in school bus transportation, ending the Teacher Advancement Program and delaying the expansion of some CATE programs. The reductions would lower the district's budget proposal to \$191,398,015. The motion passed 7-4.

The Board then went into executive session to discuss a personnel matter. Out of executive session, the board made a motion to approve the superintendent's recommendation to terminate the employment of Employee A. Approved.

The meeting was adjourned at 6:15 p.m.

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The meeting was adjourned at 6:15 p.m.

BEAUFORT COUNTY BOARD OF EDUCATION
School Board Meeting Minutes
August 5, 2014
County Council Chambers

Members Present

Bill Evans, Chairman
Mary Cordray, Vice Chairman
Laura Bush, Secretary

Evva Anderson
Earl Campbell
JoAnn Orischak
Michael Rivers

Jim Beckert
Geri Kinton

Member Absent

Bill Payne

Member by Phone

Paul Roth

Mr. Bill Evans called the meeting to order at 5 p.m.

Mrs. Mary Cordray made the motion to go into Executive Session to discuss a personnel matter. The motion was seconded by Mr. Earl Campbell. The motion passed 9/0. Mr. Bill Payne was absent, and Mr. Paul Roth was not available by phone yet.

Action from Executive Session

Mrs. Laura Bush made the following motion: "Mr. Chairman, I move the Board accept the Superintendent's recommendation for the suspension from employment of Employee A, whose immediate termination from employment recommendation was conditionally accepted by the Board on June 5, 2014." The motion was seconded by Mrs. Mary Cordray. The motion passed 10/0.

Mrs. Mary Cordray made the motion to approve the agenda with the request by Rev. Michael Rivers to pull the Redirection of 8% Money to River Ridge Academy Construction from the consent agenda and move to new business. The motion was seconded by Mr. Earl Campbell. The motion passed 10/0.

The Pledge of allegiance was recited. Rev. Michael Rivers gave the invocation, and Mr. Bill Evans asked for a moment of silence in memory of Peggy May, former chair of the Foundation for Educational Excellence.

Mr. Evans stated that the media was properly notified.

Under Points of Celebration, Dr. Moss recognized Vanessa Madrid, a sophomore at Battery Creek High, just returned from a GEAR UP conference in Washington, where she was honored as the 2014 GEAR UP Youth of the Year by the National Council for Community and Education Partnerships.

Dr. Moss also recognized Board members for their commitment to professional development as representatives of our district.

8/5/14 Rewrite

BEAUFORT COUNTY BOARD OF EDUCATION
School Board Meeting Minutes
August 5, 2014
County Council Chambers

Members Present

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Member Absent

Bill Payne

Member by Phone

Paul Roth

Mr. Bill Evans called the meeting to order at 5 p.m.

Mrs. Mary Cordray made the motion to go into Executive Session to discuss a personnel matter. The motion was seconded by Mr. Earl Campbell. The motion passed 9/0. Mr. Bill Payne was absent, and Mr. Paul Roth was not available by phone yet.

Action from Executive Session

Mrs. Laura Bush made the following motion: "Mr. Chairman, I move the Board accept the Superintendent's recommendation for the suspension from employment of Employee A, whose immediate termination from employment recommendation was conditionally accepted by the Board on June 5, 2014. I so move." The motion was seconded by Mrs. Mary Cordray. The motion passed 10/0.

Mrs. Mary Cordray made the motion to approve the agenda with the request by Rev. Michael Rivers to pull the Redirection of 8% Money to River Ridge Academy Construction from the consent agenda and move to new business. The motion was seconded by Mr. Earl Campbell. The motion passed 10/0.

The Pledge of allegiance was recited. Rev. Michael Rivers gave the invocation, and Mr. Bill Evans asked for a moment of silence in memory of Peggy May, former chair of the Foundation for Educational Excellence.

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Dr. Moss also recognized Board members for their commitment to professional development as representatives of our district.

Excerpts from June 5 Minutes, Rewrite, Posted February, 2015

increases to the 2014-15 budget. The need for the budget as proposed was due to increases in benefits for employees, state-mandated step increases for teachers; an increase in student enrollment and instructional initiatives. The initial budget sent to County Council was \$192.8 million.

Dr. Moss and Mrs. White presented several budgetary options for Board members to discuss as a possible reduced budget proposal to present to County Council.

Mrs. Laura Bush made the motion to direct the Superintendent to propose Option B - \$1.5 million in 2014-15 budget reductions. The reductions are \$700,000 from the Change from Literacy to Reading Coaches; \$400,000 Transportation for Time Change; \$130,000 TAP Savings – district costs; and \$288,000 for CATE expansion programs. The reductions would lower the district's budget proposal to \$191,398,015. The motion was seconded by Mr. Bill Payne. The motion passed 7-4. Mr. Jim Beckert, Mr. Paul Roth, Mrs. Evva Anderson, and Mrs. Geri Kinton voted against the motion.

Mr. Bill Payne made a motion to move into Executive Session for the purpose to discuss a personnel matter. The motion was seconded by Mr. Earl Campbell. The motion passed 11/0. The Board moved into Executive Session at 5:50.

Action from Executive Session

The Board came out of Executive Session at 6:10.

Mrs. Laura Bush made the following motion: Mr. Chairman, I move that the Board conditionally accepts the Superintendent's recommendation that the employment agreement of a Continuing Contract teacher, Employee A, be terminated immediately, subject to the Board's duty to review the matter on the merits pursuant to state law should the individual request a hearing. The motion was seconded by Mr. Earl Campbell. The motion passed 11/0.

Mrs. Laura Bush made the motion to adjourn. The motion was seconded and passed 11/0.

The meeting was adjourned at 6:15 p.m.

(Signature on Official File Copy) _____ Date: _ June
17, 2014 _____ Laura AM Bush, Secretary, Board of Education
Minutes prepared by Robyn Cushingberry, Executive Assistant.

Proposed Budget Reductions

Description	Identified		Option B	Option C
	Options	Starting Point		
10 Teachers for Growth	650,000	650,000	-	650,000
Change from Literacy to Reading Coaches*	700,000	700,000	700,000	700,000
Transportation for Time Change	400,000	400,000	400,000	400,000
Strings Teachers (charge for services)**	280,000	280,000		280,000
Athletic Insurance (charge for service)	375,000	375,000		375,000
Hall Monitors**	333,000	333,000	-	333,000
TAP Savings - District Costs	130,000	130,000	130,000	130,000
District Office Supplies - 5%	5,000	5,000		5,000
District Office Other	12,500	12,500		12,500
District Office Data Reporting	15,000	15,000		15,000
Professional Development - District	15,000	15,000		15,000
Step for Classified	429,024	429,024		429,024
Step for Administrators	142,650	142,650		142,650
Pre-K Expansion	609,000	-		609,000
CATE expansion	288,000	-	288,000	288,000
Total	\$ 4,384,174	\$ 3,487,174	\$ 1,518,000	\$ 4,384,174
Approved Budget		192,916,015	192,916,015	192,916,015
Reductions Needed		3,487,174	1,518,000	4,384,174
Modified Budget		189,428,841	191,398,015	188,531,841

Notes:

*State approved budget 6/4/2014. May not be recurring funds

**May involve use of the Reduction in Force administrative rule

\$850,000 in G&T Teachers (11) will need to be added into next year's budget - loss of funding

6/5/2014

BCSD

P. White

Exhibit 2 (Appeals Court)

Ex 6

From: Moss, Jeffrey jeffrey.moss@beaufort.k12.sc.us
Subject: Re: Hello once again
Date: June 16, 2014 at 6:16 PM
To: Alden Bauer aldenbauer706@gmail.com
Cc: George McMaster gmm@lmiaw.net, John Bauer jbauer2@sc.mcom, Walton, Alice W Alice.Walton@beaufort.k12.sc.us, Shirley Fawley shirleyfawley@chfcs-halligan.net

Feb 61

Mr. Bauer

You are current no longer an employee of the Beaufort County School District. Access to your email will follow Ms. Walton's direction.

Jeffrey C. Moss, Ed.D.
Superintendent
Beaufort County School District
2900 Mink Point Blvd<apple-data-detectors:/0/0>
Beaufort, South Carolina 29901<apple-data-detectors:/0/0>
843-322-2326<tel:843-322-2326>

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On Jun 16, 2014, at 5:51 PM, "Alden Bauer" <aldenbauer706@gmail.com> wrote:

Dr. Moss

The attached emails are of my asking Ms. Walton if she is ABLE to enable my home computer access to school emails. Teachers and other employees access their school email by going to the district website and entering their password and username.

Twice I have asked Miss Walton that same question.

After the first time of asking she said that I could set up an appointment to go through my emails from the district office, i.e. make numerous trips back and forth to the district from my home, which is in Hilton Head.

The second time I asked if she was ABLE to unblock my computer there was no response. It has been 5 days.

Will you help?

Mon June 9 2014 11:17 AM

From: Dr. Jeffrey Moss

To: Alden Bauer, Alice Walton, Jill McAden

Dr. Moss

Thank you for responding to my request to retrieve my personal items.

As I contemplate a decision to appeal, and its preparation, a vital part of my defense is contained in my work email account.

- 1) When may I gain access to these emails? Once you schedule an appointment with the principal.
2. When may I examine my personnel file? Anytime, you will need to schedule an appointment with Ms. Walton.
3. Upon scheduling an appointment with Mrs. McAden to retrieve my personal items will the district provide a neutral witness? This will be worked out by Mrs. McAden.
4. May I videotape any scheduled appointments? You may record if agreeable by all parties.

Thank you,

Alden Bauer

Mon June 9 2014 3:54PM

From: Alden Bauer

To: Jill McAden

I asked Dr. Moss "When may I gain access to these emails?"

Exhibit 3 (Appeals Court)

EX 7



BEAUFORT COUNTY SCHOOL DISTRICT

Division of Human Resources

Ratification of Personnel

2014-2015 School Year

July 1, 2014 - August 31, 2014

File 226

NEW HIRES

LAST NAME	FIRST NAME	GENDER	ETHN	DEGREE	YRS EXP	CONTRACT	POSITION	SCHOOL
ADDY	TERESA	F	W	BA	2	ANNUAL - FORMAL	SPECIAL ED-MD	HHIE
ALVERSON	JENNIFER	F	W	MA	12	CONTINUING - FORMAL	PRE-KINDERGARTEN	SHES
ANTHONY	NICHOLE	F	W	BA	0	INDUCTION	FIRST GRADE	OES
ARIAS	GIOVANNY	M	H	BA	6	INTERNATIONAL	SPANISH	BCHS
AULT	KAYLA	F	W	BA	0	INDUCTION	SECOND GRADE	BRES
BABB	BETHANY	F	W	BA	2	ANNUAL - FORMAL	THIRD GRADE	HHSCA
BAKER	TERESA	F	W	BA	0	INDUCTION	THIRD GRADE	WBES
BALDWIN	TACARA	F	W	MA	7	CONTINUING - GBE	FOURTH GRADE	PRES
BANKS	KINEVIA	F	B	MA	11	CONTINUING - FORMAL	SPANISH	BLHS
BARNES	CHRISTOPHER	M	W	PHD	6	ANNUAL - FORMAL	ALTERNATIVE PROGRAM	RCP
BARRANTES	KASSANDRA	F	W	MA	1	ANNUAL - FORMAL	SPEECH THERAPIST	MRES
BATT	LAUREN	F	W	BA	1	ANNUAL - FORMAL	FIRST GRADE	SHES
BEASLEY	LEAH	F	W	MA	0	INDUCTION	PSYCHOLOGIST	INST SERV
BEASON	LENA	F	W	MA	11	ANNUAL - FORMAL	LITERACY TEACHER	HHIE
BERGHUIS	KAYLEIGH	F	W	BA	0	INDUCTION	FOURTH GRADE	SHES
BIGGS	LAURIE	F	W	MA+30	16	ANNUAL - FORMAL	ESOL	RCES
BIN	HUI	F	A	MA	4	INTERNATIONAL	CHINESE TEACHER	HHIE
BOLENDER	KRISTIN	F	W	BA	4	ANNUAL - FORMAL	FIFTH GRADE	MRES
BROOKS	KELSEY	F	W	BA	0	INDUCTION	LANGUAGE ARTS	BLMS
BUCKLESS	MARY	F	W	BA+18	18	ANNUAL - FORMAL	SOCIAL STUDIES	BLMS
BURKE	KIMBERLY	F	B	BA	1	ANNUAL - FORMAL	FAMILY & CONSUMER SC	BLHS
BUTTS	TRACY	F	W	MA+30	16	CONTINUING - FORMAL	FIFTH GRADE	HHSCA
CAMARILLO	MARTHA	F	H	BA+18	11	ANNUAL - FORMAL	MATH	BCHS
CAMPBELL	KASHTA	M	B	MA	0	INDUCTION	BUSINESS EDUCATION	HHHS
CAMPBELL	TARA	F	W	BA	4	ANNUAL - FORMAL	SPECIAL ED-LD	HHSCA
CARDEN	AMANDA	F	W	BA	0	ANNUAL - FORMAL	FIRST GRADE	RSMS
CARROLL	JAMILLA	F	W	BA	5	ANNUAL - FORMAL	SCIENCE	LIMS
CARROLL	JESSICA	F	W	BA	0	INDUCTION	MATH	HHMS
CARTER	CARRIE	F	W	MA+30	6	ANNUAL - FORMAL	GUIDANCE COUNSELOR	BHS
CARTER	VICTORIA	F	B	MA	3	INDUCTION	FIRST GRADE	SHES
CHATMAN	JUVONNA	F	B	MA	1	ANNUAL - FORMAL	MATH INTERVENTION	LIMS
CHURN	KRISTINA	F	W	MA	0	INDUCTION	FOURTH GRADE	SHES
CLOSE	SHIRLEY	F	W	BA	0	INDUCTION	FIFTH GRADE	SHES
COKER	STACY	F	W	MA	5	ANNUAL - FORMAL	BAND	HHHS
CONNELLY	CHERYL	F	W	MA	0	INDUCTION	SOCIAL STUDIES	BMS
CREGER	STEPHANIE	F	W	MA	0	INDUCTION	FIRST GRADE	HHSCA
CRISTALDI	PATRICK	M	W	BA	0	INDUCTION	FOURTH GRADE	HHIE
CUSTER	WHITNEY	F	W	MA	0	INDUCTION	GUIDANCE COUNSELOR	BES
DANNALS	CAROLYN	F	W	MA	10	ANNUAL - FORMAL	FIRST GRADE	WBES
DAVIS	GEMMA	F	W	MA+30	7	CONTINUING - GBE	COMPUTER TEACHER	MMS
DAWLEY	PATRICIA	F	W	MA	28	CONTINUING - FORMAL	SPECIAL ED-MD	HHMS
DE BRUIN	MICHELLE	F	W	BA	6	CONTINUING - FORMAL	FOURTH GRADE	BLES
DEYO	AMBER	F	W	BA	0	INDUCTION	PSYCHOLOGIST	INST SERV
DIAMOND	ANDREW	M	W	MA	0	INDUCTION	SOCIAL STUDIES	LIMS
DIETZ	RONALD	M	W	MA	36	ANNUAL - GBE	PHYSICAL EDUCATION	MMS
DILLON	MARCIA	F	W	MA	35	CONTINUING - GBE	MATH LAB	HHIE
DOBBS	ZACHARY	M	W	MA	0	INDUCTION	BAND	BLMS
DOWNNEY	BRAD	M	W	MA	4	ANNUAL - FORMAL	MATH	RSMS
DUFFY	KELLEY	F	W	MA	4	ANNUAL - FORMAL	SCIENCE	MMS
DUGGAN	HAYLEY	F	W	MA	2	CONTINUING - FORMAL	PRE-KINDERGARTEN	LIES
DUPONT	GWLADYS	F	B	MA	11	INTERNATIONAL	FRENCH	HHHS
EASTMAN	STUART	M	W	BA	0	INDUCTION	SCIENCE	MMS
ELLINWOOD	CATHY	F	W	MA	25	ANNUAL - FORMAL	FIFTH GRADE	BLES
ESPINOZA	BANY	F	H	BA	6	INTERNATIONAL	SPANISH	BCHS
EVENDEN	JOSEPH	M	W	BA	5	CONTINUING - FORMAL	SOCIAL STUDIES	LIMS
FISK	MARY	F	W	MA+30	9	CONTINUING - GBE	GUIDANCE COUNSELOR	PVES
FLANAGAN	ANNA	F	W	BA	0	INDUCTION	DANCE	HHIE
FORBES	NANCY	F	W	MA	10	ANNUAL - FORMAL	CHORUS	HHMS
FORD	STEPHANIE	F	W	MA	2	INDUCTION	FOURTH GRADE	HHIE
FORSHEY	JOHN	M	W	BA	0	INDUCTION	MATH	MMS
FORTNER	SANDRA	F	W	BA	11	CONTINUING - FORMAL	FIRST GRADE	RSMS
FREROTTE	ADAM	M	W	BA	0	INDUCTION	FIFTH GRADE	PVES
FULLARD	DORELL	M	B	BA	0	INDUCTION	BAND	WBHS
GADSON	TERA	F	B	MA	0	INDUCTION	PRE-KINDERGARTEN	BRES

Exhibit 3 (Appeals Court)

EX 7

RESIGNATIONS, RETIREMENTS and TERMINATIONS

LAST NAME	FIRST NAME	GENDER	ETHN	DEGREE	YRS EXP	POSITION	STATUS	SCHOOL
ABBOTT	JACQUELINE	F	W	MA	8	SOCIAL STUDIES	RESIGNED	BLHS
ABBOTT	SARA	F	W	BA	1	FOURTH GRADE	RESIGNED	BRES
ACKER	KRISTEN	F	W	BA	23	DRAMA	RESIGNED	HHMS
ADAMCZYK	JENNIFER	F	W	MA	8	THIRD GRADE	RESIGNED	LIES
ADAMS	CATHERINE	F	B	MA+30	8	AVID TEACHER	RESIGNED	WBHS
ADAMS	JOHN	M	W	BA	20	SOCIAL STUDIES	RESIGNED	RSMS
ALEXANDER	AUDRA	F	W	MA+30	35	LANGUAGE ARTS	RETIRED	LIMS
ANDERSON	TANYA	F	W	MA	11	SCIENCE	RESIGNED	MMS
BAILEY	LAURA	F	W	BA	4	MATH	RESIGNED	HHMS
BAKER	HEATHER	F	W	MA	8	SOCIAL STUDIES	RESIGNED	LIMS
BAUER	JOHN	M	W	MA	17	PHYSICAL EDUCATION	TERMINATED	HHIE
BAUROTH	STEFAN	M	W	MA	14	SPECIAL ED-LD	RESIGNED	BLES
BAXLEY	JAMES	M	W	MA	12	SPECIAL ED-LD	RESIGNED	BHS
BEADLES	SHIRLEY	F	W	MA	22	ESOL	RETIRED	BMS
BEASLEY	BRUCE	M	B	BA	31	PHYSICAL EDUCATION	RESIGNED	BHS
BELTZ	KAREN	F	W	MA	17	ART	RETIRED	BLES
BLACK	DEBORAH	F	W	MA+30	30	GUIDANCE COUNSELOR	RETIRED	BMS
BLACKSON	LISA	F	W	MA+30	10	FIFTH GRADE	RESIGNED	HHSCA
BOSCO	DIANE	F	W	MA	26	SECOND GRADE	RETIRED	SHES
BRASHEARS	TERESA	F	W	MA+30	33	LEAD MENTOR	RETIRED	HR
BROKENBOROUGH	MONICA	F	B	MA	4	BAND	RESIGNED	BCHS
BROOKS	SUSAN	F	W	MA+30	21	SECOND GRADE	RESIGNED	BRES
BROWN	CECILIA	F	B	MA	15	MATH	RESIGNED	RSMS
BROWN	MICHELLE	F	W	MA	21	LEARNING DISABILITIES	RESIGNED	BLES
BURKE	ELIZABETH	F	W	MA	10	FIFTH GRADE	RESIGNED	MRES
BURKHART	REBECCA	F	W	MA	6	GUIDANCE COUNSELOR	RESIGNED	WBMS
BURLINGAME	MMI	F	W	MA	9	THIRD GRADE	RESIGNED	HHSCA
BUTLER	CAROLINE	F	W	BA+18	1	FIFTH GRADE	RESIGNED	SHES
BUTLER	REGINA	F	B	BA+18	6	COMPUTER TEACHER	RESIGNED	MMS
CAMPBELL	MELVIN	M	B	BA	39	MATH	RETIRED	HHHS
CANNON	TRACEY	F	W	BA	15	FOURTH GRADE	RESIGNED	OES
CARNIE	BOBBY	M	W	BA	1	SOCIAL STUDIES	RESIGNED	RSMS
CARTER	LASHAWN	F	W	MA+30	23	PRE-KINDERGARTEN	RETIRED	SHES
CARVER	REBECCA	F	W	MA	2	OCCUPATION THERAPIST	RESIGNED	ISD
CASTERLINE	ROBERT	M	W	BA	6	COMPUTER TEACHER	RESIGNED	MMS
CAUDLE	PATRICIA	F	W	BA	11	TESTING LEAD TEACHER	RESIGNED	BHS
CHISUM	ROSANNE	F	W	BA	24	KINDERGARTEN	RETIRED	BES
CIBULA	TARA	F	W	BA	5	THIRD GRADE	RESIGNED	HHIE
COOKE	MARGARET	F	W	BA+18	2	THIRD GRADE	RESIGNED	HHIE
COOPER	TINA	F	W	MA	9	ENGLISH	RESIGNED	BHS
COSNEAU	KERRY	F	W	MA	12	FRENCH	RESIGNED	HHHS
CRAMER	KATHLEEN	F	W	MA+30	32	SPECIAL ED-LD	RETIRED	HHMS
CREAVEN	MEGAN	F	W	BA	1	FOURTH GRADE	RESIGNED	SHES
CRONIN	DANIELLE	F	W	MA	1	FIFTH GRADE	RESIGNED	LIMS
CROSBY	RHONDA	F	W	MA	11	MATH	RESIGNED	LIMS
CUNNINGHAM	MARY	F	W	MA	25	FAMILY & CONSUMER SC	RETIRED	BHS
DALY	AMY	F	W	BA	1	FIFTH GRADE	RESIGNED	RSMS
DAVIS	WANDA	F	H	MA	6	SECOND GRADE	RESIGNED	BLES
DORE	SAUNDRA	F	B	MA	30	FIRST GRADE	RETIRED	SHES
DOWE	ELIZABETH	F	W	BA	5	FOURTH GRADE	RESIGNED	MRES
DOWNNEY	BRAD	M	W	MA	4	MATH	RESIGNED	RSMS
DRAPER	WILLIAM	M	W	MA	2	LEARNING DISABILITIES	TERMINATED	HHHS
DRAYTON	SHAKIYA	F	B	BA	4	BAND	RESIGNED	WBHS
DUNCAN	DEBORAH	F	W	MA	15	LEARNING DISABILITIES	RETIRED	ACE
DUNN	MICHELLE	F	W	MA	6	THIRD GRADE	RESIGNED	BRES
DUNSON	ALAN	M	B	BA	3	MATH	RESIGNED	BLHS
DYER	CATHY	F	W	MA	26	MATH LAB	RESIGNED	HHES
EDWARDS	NANCY JO	F	W	MA	38	GIFTED & TALENTED	RETIRED	OES
EPPS	KYLEE	F	W	MA	3	FIRST GRADE	RESIGNED	PVES
FALLON	JOHN	M	W	MA	34	SPEECH THERAPIST	RESIGNED	PRES
FARRIS	MINDY	F	W	BA	6	FIRST GRADE	RESIGNED	BRES
FENT	MEREDITH	F	W	MA+30	18	GUIDANCE COUNSELOR	RESIGNED	BES
FERGUSON	LEI	F	B	MA+30	35	MATH INTERVENTION	RETIRED	VBES
FINKLE	GRACI	F	W	MA	30	SPECIAL ED-TMD	RESIGNED	RSMS
FLEENOR	CHARLENE	F	W	MA+30	24	LANGUAGE ARTS	RETIRED	BMS
FORSHEY	BRIAN	M	W	BA+18	36	MATH	RESIGNED	BCHS
FROHNAPFEL	CORRIE	F	W	MA	1	FOURTH GRADE	RESIGNED	MOES
FROST	NANCY	F	W	MA	15	MATH	RESIGNED	LIMS
GABBEY	KARYN	F	W	MA	13	BAND	RESIGNED	BLMS
GADSON	KIMBERLY	F	B	MA+30	16	GUIDANCE COUNSELOR	RESIGNED	PRES
GALAN	JESSICA	F	H	MA+30	4	ESOL	RESIGNED	HHHS
GILL	JENNIFER	F	W	BA+18	3	HEARING IMPAIRED ITN	RESIGNED	ISD
GILLARD	DELPHINE	F	B	PHD	17	LANGUAGE ARTS	RESIGNED	BMS

Exhibit 3 (Auxiliary)

EX18-2

3 A No.
4 Q Is that kind of a long time?
5 A Compared to?
6 Q Well --
7 A 33 it is not. Compared to 39 it is
8 not.
9 Q But it certainly is almost two decades,
10 right?
11 A That is correct.
12 Q And in two decades he didn't have any
13 other issues that were ever brought to your
14 attention?
15 A Not to my attention, no.
16 Q Are you sure that this report isn't
17 on-line?
18 A I am sure it is not on-line.
19 Q How are you sure that it is not
20 on-line?
21 A Because it would be a violation of
22 confidentiality.
23 Q And if it was on-line, if we got this
24 document from the internet, how would it have
25 gotten up there?
0090
1 MARTEL - WALTON (DIRECT EXAMINATION)
2 A I don't know how it would have gotten
3 up there.
4 Q And that would be a violation of
5 federal law?
6 A Yeah, it appears it would have been.
7 Q And would that have potentially had a
8 negative effect on Mr. Bauer's reputation?
9 A As is anyone else in the report, yes.
10 Q And you used the word terminated there.
11 Who would have entered that word?
12 A The system.
13 Q Who? The system would have?
14 A Yes.
15 Q But who would have entered the data
16 into the system?
17 A One of the personnel specialists.
18 Q And who would that have been?
19 A It would have been Dale Crawford or
20 Theresa Baird.
21 Q And who are they?
22 A Personnel specialist.
23 Q Okay.
24 And who gives them the information?
25 A Personnel actions from the school
0091

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South Carolina
JUDICIAL DEPARTMENT

4674 - Brown v. JamesP

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Sharon Brown, Appellant, v.

William B. James, Superintendent for Cherokee County School District, Respondent.

Appeal From Cherokee County
J. Derham Cole, Circuit Court Judge

Opinion No. 4674
Heard October 13, 2010 – Filed April 12, 2010
Withdrawn, Substituted and Refiled July 21, 2010

REVERSED AND REMANDED

Fletcher Smith, Jr., of Greenville, for Appellant.

M. Jane Turner, David Duff and Kiosha A. Hammond, all of Columbia, for Respondent.

GEATHERS, J.: Sharon Brown (Brown) appeals the circuit court's decision granting District Superintendent William B. James' (James) motion for summary judgment in the matter she brought against him alleging a violation of her rights under the South Carolina Teacher Employment and Dismissal Act (Employment and Dismissal Act).^[1] Brown asserts that (1) the circuit court abused its discretion when concluding she had not exhausted her administrative remedies; (2) the circuit court misinterpreted the Employment and Dismissal Act; (3) she had a legal right to appeal directly to the circuit court because the Board of Trustees (Board) had already reached a final decision regarding the nonrenewal of her contract; and (4) the circuit court abused its discretion when concluding that her motion to amend her complaint to add parties was moot. We reverse and remand.

FACTS

Brown was a teacher, assigned to Limestone Central Elementary School (Limestone) in Cherokee County, South Carolina, for the 2006-2007 school year. Brown had been a teacher at Limestone for eight years before she filed this action. On April 10, 2007, Brown was called to the Cherokee County School District

(District) office to meet with Mr. William A. Jones (Jones), Chief Administrative Officer/Director of Personnel for the District. Jones and Brown discussed an "improvement letter" Brown had received from Limestone's Principal, Sharon Jefferies (Jefferies), and the fact that Brown had filed a sexual harassment complaint with the Equal Employment Opportunity Commission against Jefferies.[2] Brown informed Jones that she had planned to file the sexual harassment complaint even before she received the improvement letter.[3] Jones told Brown she could either go back to work or take leave under the Family Medical Leave Act due to the "hostile/threatening" work environment. Brown chose to take the leave because Jones told her she would be paid until the end of her contract year, which was July 2007. Jones then informed Brown that he was going to recommend that her teaching contract not be renewed and advised her to resign.

Subsequently, Brown received a letter dated April 12, 2007, from James, stating that at Jefferies' recommendation, her contract for the upcoming year would not be renewed. Brown retained attorney Theo W. Mitchell (Attorney Mitchell), and within fifteen days of the April 12, 2007 notice, she submitted a written request for an opportunity to be heard under the Employment and Dismissal Act. The Board received Brown's request on April 27, 2007. However, on April 24, 2007, the Board took up James' April 12th "notice of intent not to renew" letter and voted to terminate Brown's contract that same day. The Board did not inform Brown of its decision.

Even though the Board had already made its final determination regarding Brown's contract, the Board asked Attorney Mitchell if Brown would waive the fifteen-day requirement for scheduling the hearing to give it an opportunity to discuss the matter. Brown agreed to the waiver. The Board then notified Attorney Mitchell that it wanted to depose Brown before the hearing.

Subsequently, Attorney Mitchell informed the Board that Brown would not be available for a deposition prior to a hearing. Thereafter, on two separate occasions, the Board informed Attorney Mitchell that if it did not receive a response from either Brown or him regarding the scheduling of a deposition, it would consider Brown's noncooperation as a voluntary withdrawal of her request for a hearing, and the case would be closed. Brown did not participate in a deposition. On November 27, 2007, an attorney for the Board sent Attorney Mitchell a letter stating, "As I have had no contact from you since September 25, 2007, the District now considers the request [for a hearing] to be withdrawn and the matter closed." The Board did not schedule or give notice of a hearing. Consequently, on November 29, 2007, Brown filed an action in the circuit court against James for violation of the Employment and Dismissal Act.

PROCEDURAL HISTORY

Brown filed her initial complaint in circuit court because she believed her due process rights were violated under the Employment and Dismissal Act in that her contract was not renewed and she was never afforded an opportunity to be heard. Specifically, in her complaint against James, Brown alleged breach of contract, fraud, breach of contract accompanied by a fraudulent act, negligence and/or negligent misrepresentation, breach of duty of good faith and fair dealing, and intentional infliction of emotional distress. In the case before us, Brown asserts the Board made a final decision regarding her employment before she was afforded an opportunity to be heard as required by the Employment and Dismissal Act. Brown also asserts that she could not comply with the Employment and Dismissal Act's thirty-day appeal process regarding the Board's final determination as she did not have knowledge of the Board's final determination until eleven months after the decision.[4] James did not file a formal answer that addressed any of the issues Brown raised in her complaint. Instead, on January 18, 2008, fifty days after the complaint was filed and served, James filed a motion to dismiss under Rule 12(b)(6), SCRCP, or in the alternative, a motion for summary judgment under Rule 56, SCRCP.

On February 13, 2008, Brown filed a motion to add the Board as a defendant. On March 7, 2008, James renewed his motion, stating only that Brown had not exhausted her administrative remedies. During February and March 2008, Brown filed a request for production of documents and requests to admit. During March and April, James answered the requests. After Brown received the responses to the request for production, she sought to amend her complaint to add the Board's attorneys as defendants predicated on their knowledge of and involvement in what she perceived to be a fraudulent act.

On April 28, 2008, the circuit court heard Brown's motion to amend and James' motion to dismiss. On May 5, 2008, the circuit court issued an order granting James' motion to dismiss,^[5] concluding that Brown had not exhausted her administrative remedies. The court also concluded that based on the dismissal, Brown's motion to amend was rendered moot. On May 12, 2008, Brown filed a motion for reconsideration, which included a request that if the court upheld the dismissal, that it be without prejudice. On June 20, 2008, the circuit court issued an order denying Brown's motion. This appeal followed.

ISSUE ON APPEAL

The issue presented in this case is whether the circuit court erred in granting James' motion for summary judgment because it concluded that Brown failed to exhaust her administrative remedies.

STANDARD OF REVIEW

When reviewing the grant of a summary judgment motion, an appellate court applies the same standard of review as the circuit court under Rule 56, SCRCP. Wogan v. Kunze, 379 S.C. 581, 585, 666 S.E.2d 901, 903 (2008). The circuit court should grant summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP; Russell v. Wachovia Bank, N.A., 353 S.C. 208, 217, 578 S.E.2d 329, 334 (2003); Knox v. Greenville Hosp. Sys., 362 S.C. 566, 569-70, 608 S.E.2d 459, 461 (Ct. App. 2005); B & B Liquors, Inc. v. O'Neil, 361 S.C. 267, 270, 603 S.E.2d 629, 631 (Ct. App. 2004).

LAW/ANALYSIS

I. Exhaustion of Administrative Remedies

Brown argues the circuit court erred in concluding that her claims were not properly before it due to her failure to exhaust her exclusive statutory remedy under the Employment and Dismissal Act. We agree.

Initially, we address the applicability of the doctrine of exhaustion of administrative remedies to local school boards. Whether under the Administrative Procedures Act (APA),^[6] general administrative law standards, or the fundamental principles of administrative law, Brown was required to exhaust her administrative remedies before seeking judicial review. Moreover, the Board was also subject to the limitations and exceptions to the exhaustion doctrine.

The doctrine of exhaustion of administrative remedies requires that where a remedy before an administrative agency is provided, relief must be sought by exhausting this remedy before the courts will act. This doctrine is well established, is a cardinal principle of practically universal application, and must be borne in mind by the courts in construing a statute providing for review of administrative action.

2 Am. Jur. 2d Administrative Law § 595 (1962) (citing Bustos-Ovalle v. Landon, 225 F.2d 878 (9th Cir. 1955); James v. Consol. Steel Corp., 195 S.W.2d 955 (Tex. Civ. App. 1946); Bowen v. Dep't of Soc. Sec., 127 P.2d 682 (Wash. 1942)) (footnotes omitted);^[7] see also 2 Kenneth Culp Davis & Richard J. Pierce, Jr., Administrative Law Treatise § 15 (3rd ed. 1994) (quoting Myers v. Bethlehem Shipbuilding Corp., 303 U.S. 41, 50-51 (1938)) ("[I]t is the long-settled rule of judicial administration that no one is entitled to judicial relief for a supposed or threatened injury until the prescribed administrative remedy has been exhausted.").

Under the APA, section 1-23-380 specifically states, "A party who has exhausted all administrative remedies available within the agency and who is aggrieved by a final decision in a contested case is entitled to judicial review pursuant to this article and Article 1." Our courts have applied the APA standards to certain

local school board administrative decisions. In Lee County School District Board of Trustees v. MLD Charter School Academy Planning Committee, a case involving a local school board's decision regarding a charter school application, our Supreme Court established that the standard of judicial review was the APA standard of review. 371 S.C. 561, 565, 641 S.E.2d 24, 26 (2007). Also, and more notably, the Court referred to its analysis in Porter v. South Carolina Public Service Commission, 333 S.C. 12, 507 S.E.2d 328 (1998), as establishing the requirements for administrative agencies when presenting their findings. The Court stated: "[a]lthough Porter addresses the Public Service Commission, we find it applicable to all administrative agencies, including local school boards." Lee County Sch. Dist., 371 S.C. at 567, 641 S.E. 2d at 28. (emphasis added).

Further, in McWhirter v. Cherokee County School District No. 1, 274 S.C. 66, 261 S.E.2d 157 (1979), our Supreme Court referred to the actions of a local school board in language that indicates that the board is held to the standards of an "agency" as defined in the APA. In McWhirter, similar to the case at hand, an elementary school teacher sought to enjoin the school district from terminating her under the Employment and Dismissal Act. The Court stated:

In Law v. Richland County School District No. 1, 270 S.C. 493, 243 S.E.2d 192 (1978), we held that if any of the charges against a teacher are supported by substantial evidence, the school board's decision to dismiss must be sustained. We defined "substantial evidence" as "evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion that the administrative agency reached or must have reached in order to justify its action." (citation omitted).

McWhirter, 274 S.C. at 68-69, 261 S.E.2d at 158 (emphasis added).

Additionally, there has also been a decision from this Court interpreting the power of the circuit court under the APA when dealing with a local school board's discretion in teacher terminations under the Employment and Dismissal Act. In Adamson v. Richland County School District One, this Court stated: "S.C. Code Ann. § 1-23-380(6) (Supp. 1997) [an APA provision] gives the circuit court authority to reverse an agency decision 'made upon unlawful procedure' or in excess of 'statutory authority.'" 332 S.C. 121, 128, 503 S.E.2d 752, 755-56 (Ct. App. 1998) (emphasis added).

Hence, the aforementioned authorities militate the conclusion that the parties in the instant action are subject to the exhaustion of administrative remedies doctrine of the APA. And although the standards of the APA apply in this case, the application of the Employment and Dismissal Act primarily informs the analysis and renders its outcome.

In this case, Brown received notice that her teaching contract was recommended for nonrenewal.^[8] In order to fully exhaust her administrative remedies, Brown was required to request a hearing before the Board within the time frame prescribed by the Employment and Dismissal Act. Section 59-25-420 of the South Carolina Code (2004) states, "Any teacher, receiving a notice that he will not be reemployed for the ensuing year, shall have the same notice and opportunity for a hearing provided in subsequent sections for teachers dismissed for cause during the school year."

In order to secure her opportunity for a hearing, Brown was required to make a written request to the Board within fifteen days of the notice of nonrenewal pursuant to section 59-25-460 of the South Carolina Code (2004). Here, there is no dispute that Brown timely requested a hearing after receiving the Board's April 12, 2007 notice. The analysis of this matter is convoluted for two reasons: (1) the Board officially voted to terminate Brown's contract on April 24, 2007 (unknownst to Brown) prior to affording her the opportunity for a hearing, and (2) the Board dismissed her appeal on November 27, 2007, because she refused to submit to a deposition. We will address each of these issues in turn.

A. Finality of an Agency Action

Brown asserts that the April 24, 2007 vote by the Board constituted a final action. We agree. The minutes of the April 24, 2007, Board meeting show a final decision regarding the termination of Brown's contract was made even before her fifteen-day period to request a hearing had expired.[9] On appeal, James admits a final determination regarding Brown's contract was made on April 24, 2007, but argues that the Board accepted the recommendation "subject to the [Employment and Dismissal] Act's procedural protections, particularly [Brown's] right to a Board hearing." [10] Yet, there is no language in the Employment and Dismissal Act that states a final decision of the Board is subject to a teacher's right to a hearing after the fact. 7

Our Supreme Court has expounded upon the exhaustion of administrative remedies with regard to an agency's final decision. In South Carolina Baptist Hospital v. South Carolina Department of Health & Environmental Control, the Court held:

An agency decision which does not decide the merits of a contested case . . . is not a final agency decision subject to judicial review . . . It would be premature for a court to decide the merits of a dispute when the agency responsible for making the decision has not yet had an opportunity to decide the merits of the case.

291 S.C. 267, 270, 353 S.E.2d 277, 279 (1987).

In that case, the Court did not find judicial review of an interlocutory decision to be appropriate. Id. Conversely, judicial review would have been appropriate if an evidentiary hearing was conducted and a final decision was made regarding the merits of the case. Id. [11] Additionally, in Canteen v. McLeod Regional Medical Center, 384 S.C. 617, 624, 682 S.E.2d 504, 507 (Ct. App. 2009), the Appellate Panel of the Workers' Compensation Commission reversed the findings of the single commissioner regarding a brain injury and remanded the case for a determination of permanency to body parts other than the claimant's brain. The claimant immediately sought judicial review and the employer filed a motion to dismiss, arguing the Appellate Panel's decision was interlocutory because it had remanded the case for further proceedings. Id. However, this Court held, "because the appellate panel ruled on [the only issue before it], there was a final agency decision on the merits in this case and [the claimant] exhausted all of her administrative remedies." Id.

In the case at hand, whether or not to terminate Brown was the only issue to be determined, and when the Board unanimously voted to terminate Brown, it reached a final decision on the merits. Section 59-25-480 of the South Carolina Code (2004) specifically states, "The decision of the district board of trustees shall be final, unless within thirty days thereafter an appeal is made to the court of common pleas of any county in which the major portion of such district lies."

Further, when the Board voted to accept James' recommendation for the nonrenewal of Brown's teaching contract prior to conducting a hearing, its decision had an immediate effect on Brown's legal rights.[12] Sections 59-25-460 and 59-25-470 of the South Carolina Code (2004) make it expressly clear that before the Board makes a final decision regarding the acceptance or rejection of a recommendation for nonrenewal of a teacher's contract, the teacher must be afforded the opportunity to be heard. The observance of the procedural requirements of the Employment and Dismissal Act is mandatory and not a matter of discretion. 7

With regard to what Board action constituted a final agency decision, James inaccurately interprets the procedure outlined in section 59-25-470 and improperly conflates the requirements of section 59-25-410 with those of section 59-25-470.[13]

Section 59-25-410 of the Employment and Dismissal Act instructs the Board to decide and notify the teachers "in their employ concerning their employment for the ensuing year." According to the statute, by April 15th of each year, the Board or its designee,[14] must notify the teachers in writing of the recommendations for non-renewal. James notified Brown with an April 12th letter of his intent not to renew her contract for the ensuing year. This satisfied the April 15th notice requirement of section 59-25-410. There-

after, pursuant to section 59-25-470, the Board must afford the adversely affected teachers a hearing based on the notice of dismissal that was recommended by the superintendent. After the hearing is completed, the Board is required to either affirm or withdraw the notice and that action will translate into its final decision. See S.C. Code Ann. § 59-25-470 (2004); see also Adamson, 332 S.C. at 128, 503 S.E.2d at 756 (explaining the Board is free to reject the superintendent's recommendation, and, until then, there is no final board action).

Contrary to James' argument, there are no inconsistencies or conflicts between section 59-25-410 and 59-25-470. When the Board voted unanimously on April 24th to terminate Brown's contract, it clearly affirmed the notice of dismissal and this constituted a final decision. Consequently, there was nothing left procedurally under the Employment and Dismissal Act for Brown to do except appeal to the court of common pleas pursuant to section 59-25-480. The fact that an administrative hearing was not conducted below rests with the Board's failure to follow procedure as prescribed in the Employment and Dismissal Act, and not in any failure of Brown to exhaust her administrative remedies.

B. Exceptions to the Requirement of Exhaustion

Brown asserts that even if she failed to exhaust her administrative remedies before the Board, exhaustion was not required because her case satisfied one of the exceptions to the exhaustion requirement. We agree.

South Carolina, like most jurisdictions, recognizes exceptions to the exhaustion of administrative remedies requirement. The general rule is that administrative remedies must be exhausted absent circumstances supporting an exception to application of the general rule. Andrews Bearing Corp. v. Brady, 261 S.C. 533, 536, 201 S.E.2d 241, 243 (1973); Ex parte Allstate Ins. Co., 248 S.C. 550, 567, 151 S.E.2d 849, 855 (1966). A commonly recognized exception to the requirement of exhaustion of administrative remedies exists when a party demonstrates that pursuit of administrative remedies would be a vain or futile act. Moore v. Sumter County Council, 300 S.C. 270, 273, 387 S.E.2d 455, 458 (1990); Ward v. State, 343 S.C. 14, 19, 538 S.E.2d 245, 247 (2000); Video Gaming Consultants, Inc. v. S.C. Dep't of Revenue, 342 S.C. 34, 39, 535 S.E.2d 642, 645 (2000). "Futility, however, must be demonstrated by a showing comparable to the administrative agency taking 'a hard and fast position that makes an adverse ruling a certainty.'" Law v. S.C. Dep't of Corr., 368 S.C. 424, 438, 629 S.E.2d 642, 650 (2006) (citing Thetford Props. IV Ltd. P'ship v. U.S. Dep't of Hous. & Urban Dev., 907 F.2d 445, 450 (4th Cir. 1990)). Another exception to the exhaustion requirement is recognized when an agency has acted outside of its authority. Responsible Econ. Dev. v. S.C. Dep't of Health & Envtl. Control, 371 S.C. 547, 553, 641 S.E.2d 425, 428 (2007).

Brown argues she was not required to participate in a hearing after a final determination had already been made regarding the nonrenewal of her teaching contract, as such a pursuit would constitute a futile act. Consequently, she asserts that she was within her legal right to appeal directly to the circuit court. We agree.

Article 1, section 22, of the South Carolina State Constitution states:

No person shall be finally bound by a judicial or quasijudicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard . . . and he shall have in all such instances the right to judicial review.

Further, section 59-25-470 states that after the hearing has taken place and the Board has had the opportunity to determine "whether the evidence showed good and just cause for the notice of suspension or dismissal," or in this case, nonrenewal of Brown's teaching contract, the Board "shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal." In his brief, James cites this section of the Code and admits "recommendations, when adverse to a teacher, are subject to the [Employment and Dismissal] Act's procedural protections, particularly the right to a Board hearing pursuant to § 59-25-470."^[15]

Plainly, the procedure is set in place to afford the teacher a meaningful review of the evidence prior to the Board making a final determination, as a review of the evidence after the fact would be futile. "The elementary and cardinal rule of statutory construction is that the Court ascertain and effectuate the actual intent of the legislature." Horn v. Davis Elec. Constructors, Inc., 307 S.C. 559, 563, 416 S.E.2d 634, 636 (1992). Where, as here, the terms are clear and unambiguous, "the Court must apply them according to [their] literal meaning." Anders v. S.C. Parole & Cmty. Corr. Bd., 279 S.C. 206, 209, 305 S.E.2d 229, 230 (1983).

Our research has not revealed any specific South Carolina case law addressing whether a teacher must participate in a hearing after the Board has made a final determination regarding the nonrenewal of her contract. However, courts in other jurisdictions have analyzed issues similar to the case at bar. Specifically, the Indiana Court of Appeals has held:

[T]he notice by the school corporation to the tenure [sic] teachers was not sufficient, as it did not comply with the statutory requirements for the dismissal of a tenure teacher and such failure to comply with the statutory requirements did not require a tenure teacher to go forth with the burden of requesting a hearing for cause.

Joyce v. Hanover Cmty. Sch. Corp., 276 N.E.2d 549, 564 (Ind. Ct. App. 1971) (finding that the school board's action was arbitrary and capricious as it pertained to tenured teachers), overruled on other grounds by Myers v. Greater Clark County Sch. Corp., 464 N.E.2d 1323 (Ind. Ct. App. 1984); see also Tippecanoe Valley Sch. Corp. v. Leachman, 261 N.E.2d 880, 887 (Ind. Ct. App. 1970) (holding that "evidence . . . was sufficient to sustain an implied finding by the trial court that the procedure provided by the contract for the removal of the plaintiff from his position as teacher was not followed and that failure to follow it was a gross abuse of discretion").

The statutes interpreted in the Pennsylvania case of In re Swink, 200 A. 200 (1938), are very similar to South Carolina law in that they afford a teacher who has been notified that her contract has been recommended for nonrenewal an opportunity to present her case to the local school board before a final decision on termination is made. [16] In that case, the Pennsylvania Superior Court held the Board of School Directors failed to comply with the statutory requirements and reversed the board's actions, stating that the observance of the prescribed procedure "is not a matter of discretion." Id. at 203. The court further held, "[T]he purpose of the procedure prescribed by the act for the dismissal of a teacher . . . is to prevent arbitrary action by the board, to afford a fair hearing to the teacher . . . before dismissal, and to provide for full, impartial, and unbiased consideration by the board of the testimony produced." Id. (emphasis added).

Similarly, the North Dakota Supreme Court has held that in order for a teacher to benefit from a hearing, she must be allowed to present her case in an atmosphere where even though there exists a contemplated recommendation for nonrenewal, the ultimate decision of termination has yet to be made. Henley v. Fingal Pub. Sch. Dist. #54, 219 N.W.2d 106, 110 (N.D. 1974). Furthermore, the Supreme Court of Connecticut has explained:

Notice before termination and notice after termination are not two sides of the same coin. Once the board has committed itself by its action to a particular result it may be too late in the day to suggest a change of direction; at that stage the urge to proceed along its committed course is compelling. But before the die is cast it is still possible for persuasion to affect the result.

Petrovich v. New Canaan Bd. of Educ., 457 A.2d 315, 318 (Conn. 1983).

Analogous to the cases cited above, in the present case, a hearing after the fact would have likely proven futile. Sections 59-25-420 and 59-25-430 of the South Carolina Code (2004) provide for a hearing prior to a final decision of the Board to avoid futility and allow for a meaningful and fair administrative hearing. Section 1-23-380 of the South Carolina Code (2005 & Supp. 2009) states in part, "A preliminary, procedural, or intermediate agency action or ruling is immediately reviewable if review of the final agency

decision would not provide an adequate remedy." *Id.*, see also Jean Hoefer Toal, et al., Appellate Practice in South Carolina 49 (2d ed. 2002).

Brown did all that was required of her under the Employment and Dismissal Act. Consequently, as a matter of law, Brown was entitled to have her case proceed before the circuit court, and the granting of James' motion for summary judgment was improper.

C. Procedures for Compelling Participation in a Deposition

Brown argues the circuit court incorrectly concluded that because she did not participate in a deposition as requested by the Board, she essentially abandoned her right to a hearing and the Board was justified in dismissing her case. We agree.

James argues Brown was required to participate in a deposition prior to a hearing and uses section 59-25-490 of the South Carolina Code (2004) to support his position. Section 59-25-490, in pertinent part, states, "Any party to such proceedings may cause to be taken the depositions of witnesses" (emphasis added).

However, the Employment and Dismissal Act does not authorize the Board to dismiss actions for lack of participation in a deposition. Instead, it outlines the procedure the Board should have taken. Specifically, the pertinent portion of section 59-25-490 states:

Such depositions shall be taken in accordance with and subject to the same provisions, conditions and restrictions as apply to the taking of like depositions in civil actions at law in the court of common pleas; and the same rules with respect to the giving of notice to the opposite party, the taking and transcribing of testimony, the transmission and certification thereof and matters of practice relating thereto shall apply.

(emphasis added).

Here, when the Board did not receive any response from Brown or her attorney regarding her participation in the requested deposition, it should have served Brown with a subpoena in an effort to compel her attendance at a deposition pursuant to section 59-25-500 of the South Carolina Code (2004). Moreover, the Board could have moved before the circuit court to enforce such a subpoena under section 59-25-520.

The record does not indicate, nor was it asserted at oral argument, that the Board issued a subpoena or that one was served on Brown in an effort to compel her attendance at the requested deposition. Further, the record does not indicate that Brown was ever served with notice of the deposition or notice of a hearing before the Board. Section 59-25-520 of the Employment and Dismissal Act does not vest the Board with authority to dismiss Brown's request for a hearing based on her nonparticipation in a deposition;^[17] rather, it prescribes procedural mechanisms including seeking sanctions from the circuit court to compel participation in a deposition. However, the Board did not avail itself of this; instead, it presupposed to dismiss her case, which is not sanctioned under South Carolina law.

II. Dismissal of the Motion to Amend

Brown argues the circuit court abused its discretion when it dismissed her motion to amend her complaint to add parties on the grounds that her motion was moot in light of the fact that the court granted James' motion for summary judgment. We agree.

Rule 15(a), SCRCP, states in part, "[A] party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party." Rule 15(c), SCRCP, further states, "Whenever the claim or defense asserted in the

amended pleading arose out of the conduct, transaction or occurrence set forth or attempted to be set forth in the original pleadings, the amendment relates back to the date of the original pleading."

"It is well established that a motion to amend is addressed to the sound discretion of the trial judge, and that the party opposing the motion has the burden of establishing prejudice." City of N. Myrtle Beach v. Lewis-Davis, 360 S.C. 225, 232, 599 S.E.2d 462, 465 (Ct. App. 2004). "Courts have wide latitude in amending pleadings and '[w]hile this power should not be used indiscriminately or to prejudice or surprise another party, the decision to allow an amendment is within the sound discretion of the trial court and will rarely be disturbed on appeal.'" Berry v. McLeod, 328 S.C. 435, 450, 492 S.E.2d 794, 792 (Ct. App. 1997). "The trial judge's finding will not be overturned without an abuse of discretion or unless manifest injustice has occurred." *Id.*

Here, Brown attempted to add the Board's attorneys as defendants based on responses she received from discovery requests. Brown asserted the alleged improper conduct of the attorneys arose out of the same transaction or occurrence set forth in her original pleading. Because the circuit court erred in concluding that Brown had not exhausted her administrative remedies and in granting James' motion for summary judgment, Brown's motion to amend her complaint should have been considered. We, however, do not address the merits of her motion to amend her complaint and we remand the issue of whether Brown should be allowed to amend her complaint to the circuit court.

III. Automatic Renewal of Contract

Brown contends that because the Board did not recommend the nonrenewal of her contract before the April 15th deadline, her termination was illegal and her contract was automatically renewed. James argues the Board complied with the Employment and Dismissal Act's April 15th deadline as prescribed in section 59-25-410 of the South Carolina Code (2004) in that Brown received a letter on April 12, 2007, notifying her of his intention to recommend nonrenewal of her contract to the Board. Brown did not raise the issue of automatic renewal to the circuit court; thus, this issue is not preserved for our review. Staubes v. City of Folly Beach, 339 S.C. 406, 412, 592 S.E.2d 543, 546 (2000).

CONCLUSION

The wording of the Employment and Dismissal Act is unambiguous regarding procedure, and the record fails to show the Board complied with its requirements. As a result, the circuit court erred in concluding Brown did not exhaust her administrative remedies. The circuit court also erred in interpreting the Employment and Dismissal Act, as Brown was not required to request a hearing of the Board after a final decision had been made regarding the nonrenewal of her contract; and, as a matter of law, Brown was entitled to appeal directly to the circuit court. Accordingly, the circuit court erred when it granted James' motion for summary judgment and when it concluded that Brown's motion to amend her complaint to add parties was moot.

Based on the foregoing, the circuit court's order is

REVERSED AND REMANDED.

SHORT and WILLIAMS, JJ., concur.

[1] S.C. Code Ann. §§ 59-25-410 to -530 (2004).

[2] The record does not explain what an improvement letter is, but it can be inferred that it is a letter outlining a plan to improve the teacher's performance. Section 59-25-440 of the South Carolina Code (2004) states:

Whenever a superior, principal, where applicable, or supervisor charged with the supervision of a teacher finds it necessary to admonish a teacher for a reason that he believes may lead to, or be cited as a reason for, dismissal or cause the teacher not to be reemployed he shall: (1) bring the matter in writing to the attention of the teacher involved and make a reasonable effort to assist the teacher to correct whatever appears to be the cause of potential dismissal or failure to be reemployed and, (2) except as provided in section 5925450, allow reasonable time for improvement.

[3] Brown's initial pro se complaint and her sworn affidavit make reference to her EEOC complaint, which she filed based on claims of sexual harassment, racial discrimination, and retaliation.

[4] The Board never sent Brown a formal notification of its final decision regarding her termination. She became aware of the date of the final decision through the Board's discovery responses to the case before the circuit court.

[5] James filed a motion to dismiss the complaint pursuant to Rule 12(b)(6), SCRCP, or, in the alternative, a motion for summary judgment pursuant to Rule 56, SCRCP. Under Rule 12(b)(6), SCRCP, a defendant may move to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action. Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). In considering such a motion, the trial court must base its ruling solely on allegations set forth in the complaint. *Id.* In the order granting the dismissal, the circuit court considered "the record in this case, the applicable law, and the argument of counsel and Brown." In doing so, it effectively treated James' Rule 12(b)(6) motion to dismiss as a Rule 56 motion for summary judgment as it based its ruling on allegations and information set forth outside the complaint. Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999); Gilbert v. Miller, 356 S.C. 25, 27, 586 S.E.2d 861, 862-63 (Ct. App. 2003).

[6] S.C. Code Ann. §§ 1-23-310 to -400 (2005 & Supp. 2009).

[7] Although the current version of 2 Am. Jur. 2d Administrative Law does not include the quotation, the cases cited for its propositions are still binding.

[8] The notice did not inform Brown of the cause for the nonrenewal of her contract, as required by sections 59-25-420 and 59-25-460 of the South Carolina Code (2004).

[9] The Agenda for the April 24, 2007 Cherokee County School District No. 1, Board of Trustees, Board Meeting is replete with separate and distinct categories that address personnel recommendations; however, the reference to the nonrenewal of Brown's contract is titled "Terminations."

[10] James makes these assertions on pages 8 and 9 of the Final Reply Brief of Respondent.

[11] In Darby v. Cisneros, 509 U.S. 137, 144 (1993), the United States Supreme Court held that "the finality requirement is concerned with whether the initial agency decision maker has arrived at a definitive position on the issue that inflicts an actual, concrete injury" Additionally, in Idaho Watersheds Project v. Hahn, 307 F.3d 815, 825-28 (9th Cir. 2002), the Ninth Circuit held that under certain circumstances, an agency's initial decision can be considered final for exhaustion purposes. Specifically, when an agency has completed the process for reaching an initial decision that has immediate legal effects on the petitioner, the initial decision will be considered a final decision, even though the initial decision-maker may reconsider its decision or the initial decision is subject to review within the agency.

[12] During oral argument, the Court stated, "Her [Brown's] contract was terminated on the 24th," to which counsel for James interjected, ". . . effective on June 7th." Consequently, in order for there to be an effective date of termination, there had to have been a decision to terminate Brown in the first place.

[13] "All rules of statutory construction are subservient to the one that legislative intent must prevail if it can be reasonably discovered in the language used, and that language must be construed in the light of the intended purpose of the statute." Georgia-Carolina Bail Bonds, Inc. v. County of Aiken, 354 S.C. 18, 23, 579 S.E.2d 334, 336 (Ct. App. 2003). "It is well settled that statutes dealing with the same subject matter are in pari materia and must be construed together, if possible, to produce a single, harmonious result." Joiner ex rel. Rivas v. Rivas, 342 S.C. 102, 109, 536 S.E.2d 372, 375 (2000).

[14] In this case, the Board's designee was Cherokee County Superintendant James.

[15] James makes this assertion on page 9 of the Final Reply Brief of Respondent.

[16] See 24 P.S. § 1121 (1937) and note, and §§ 1126, 1161, 1201, and 1202 (1937).

[17] James contends that the Board did not dismiss Brown's request for a hearing for a lack of participation in a deposition. However, in the November 27, 2007 letter to Brown's then attorney, Theo W. Mitchell, James' attorney states:

I am writing to follow up on my letter to you dated October 25, 2007, in which I informed you that it is our position that because Ms. Brown is unable or unwilling to appear for a deposition, she has withdrawn her request for a hearing regarding her non-renewal. . . As I have had no contact from you since September 25, 2007, the District now considers the request to be withdrawn and the matter closed.

Teacher Employment and Dismissal Act TEDA 430 to 480

SECTION 59-25-430. Dismissal of teachers; grounds; opportunity for hearing; suspension pending resolution of charges.

Any teacher may be dismissed at any time who shall fail, or who may be incompetent, to give instruction in accordance with the directions of the superintendent, or who shall otherwise manifest an evident unfitness for teaching; provided, however, that notice and an opportunity shall be afforded for a hearing prior to any dismissal. Evident unfitness for teaching is manifested by conduct such as, but not limited to, the following: persistent neglect of duty, willful violation of rules and regulations of district board of trustees, drunkenness, conviction of a violation of the law of this State or the United States, gross immorality, dishonesty, illegal use, sale or possession of drugs or narcotics.

Notwithstanding the provisions of Section 59-25-450, when any teacher is charged with a violation of the law of this State or the United States which upon conviction may lead to, or be cited as a reason for, dismissal, such teacher may be suspended pending resolution of the charges and receive his usual compensation during the suspension period, such compensation not to exceed the term of his teaching contract. If the teacher is convicted, including pleading guilty or nolo contendere to the charges, he may then be subject to dismissal proceedings. If no conviction results, his suspension shall be terminated.

HISTORY: 1962 Code Section 21-363, 1974 (58) 2343; 1976 Act No. 634, Section 2.

SECTION 59-25-440. Written notice to teacher of possible dismissal; school administrator required to make reasonable effort to assist teacher in corrective measures; reasonable time for improvement required.

Whenever a superior, principal, where applicable, or supervisor charged with the supervision of a teacher finds it necessary to admonish a teacher for a reason that he believes may lead to, or be cited as a reason for, dismissal or cause the teacher not to be reemployed he shall: (1) bring the matter in writing to the attention of the teacher involved and make a reasonable effort to assist the teacher to correct whatever appears to be the cause of potential dismissal or failure to be reemployed and, (2) except as provided in Section 59-25-450, allow reasonable time for improvement.

HISTORY: 1962 Code Section 21-364; 1974 (58) 2343; 1976 Act No. 634, Section 3.

SECTION 59-25-450. Suspension of teachers; reinstatement.

Exhibit 5 (Appeals Court)

Whenever a superintendent has reason to believe that cause exists for the dismissal of a teacher and when he is of the opinion that the immediate suspension of the teacher is necessary to protect the well-being of the children of the district or is necessary to remove substantial and material disruptive influences in the educational process, in the best interest of the children in the district, the superintendent may suspend the teacher without notice or without a hearing. The superintendent shall notify the teacher in writing of the suspension. Such written notice shall include the cause for suspension and the fact that a hearing before the board is available to the teacher upon request provided such request is made in writing within fifteen days as prescribed by Section 59-25-470.

The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for suspension are not subsequently found, the teacher shall be reinstated without loss of compensation.

HISTORY: 1962 Code Section 21-365; 1974 (58) 2343; 1976 Act No. 634, Section 4.

SECTION 59-25-460. Notice of dismissal; conduct of hearing.

No teacher shall be dismissed unless written notice specifying the cause of dismissal is first given the teacher by the District Board of Trustees and an opportunity for a hearing has been afforded the teacher. Such written notice shall include the fact that a hearing before the board is available to the teacher upon request provided, such request is made in writing within fifteen days as prescribed by Section 59-25-470. Any such hearing shall be public unless the teacher requests in writing that it be private. The District Board of Trustees may issue subpoenas requiring the attendance of witnesses at any hearing and, at the request of the teacher against whom a charge is made, shall issue such subpoenas, but it may limit the number of witnesses to be subpoenaed in behalf of the teacher to not more than ten. All testimony at any hearing shall be taken under oath. Any member of the board may administer oaths to witnesses. The board shall cause a record of the proceedings to be kept and shall employ a competent reporter to take stenographic or stenotype notes of all of the testimony. If the board's decision is favorable to the teacher, the board shall pay the cost of the reporter's attendance and services at the hearing. If the decision is unfavorable to the teacher, one-half of the cost of the reporter's attendance and services shall be borne by the teacher. Either party desiring a transcript of the hearing shall pay for the costs thereof.

HISTORY: 1962 Code Section 21-366; 1974 (58) 2343; 1976 Act No. 634, Section 5.

SECTION 59-25-470. Request for hearing; time and place of hearing; rights of teacher; determination by board.

Within fifteen days after receipt of notice of suspension or dismissal, a teacher may serve upon the chairman of the board or the superintendent a written request for a hearing before the board. If the teacher fails to make such a request, or after a hearing as herein provided for, the District Board of Trustees shall take such action and shall enter such order as it deems lawful and appropriate. The hearing shall be held by the

Exhibit 5 (Appeals Court)

board not less than ten nor more than fifteen days after the request is served, and a notice of the time and place of the hearing shall be given the teacher not less than five days prior to the date of the hearing. The teacher has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present any and all defenses to the charges. The board shall order the appearance of any witness requested by the teacher. The complainants shall initiate the introduction of evidence in substantiation of the charges. Within ten days following the hearing, the board shall determine whether the evidence showed good and just cause for the notice of suspension or dismissal and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal. >

HISTORY: 1962 Code Section 21-367; 1974 (58) 2343; 1976 Act No. 634, Section 6.

SECTION 59-25-480. Appeals; costs and damages.

The decision of the district board of trustees shall be final, unless within thirty days thereafter an appeal is made to the court of common pleas of any county in which the major portion of such district lies.

Notice of the appeal and the grounds thereof shall be filed with the district board of trustees. The district board shall, within thirty days thereafter, file a certified copy of the transcript record with the clerk of such court. Any appeal from the order of the circuit court shall be taken in the manner provided by the South Carolina Appellate Court Rules. If the decision of the board is reversed on appeal, on a motion of either party the trial court shall order reinstatement and shall determine the amount for which the board shall be liable for actual damages and court costs. In no event shall any liability extend beyond two years from the effective date of dismissal. Amounts earned or amounts earnable with reasonable diligence by the person wrongfully suspended shall be deducted from any back pay.

HISTORY: 1962 Code Section 21-368; 1974 (58) 2343; 1999 Act No. 55, Section 54.

STATE OF SOUTH CAROLINA	)	
	)	BEFORE THE BEAUFORT COUNTY
COUNTY OF BEAUFORT	)	SCHOOL DISTRICT BOARD OF TRUSTEES

Dr. Jeffrey C. Moss,	)	
	)	
Complainant,	)	
	)	COMPLAINANT'S MOTION IN LIMINE
vs.	)	
	)	
John Alden Bauer,	)	
	)	
Respondent.	)	
	)	
	)	
	)	

Respondent has proposed numerous exhibits, including many that contain information Complainant contends are not relevant to the issues involved in Respondent's Teacher Employment and Dismissal Act ("TEDA") hearing. The proposed exhibits submitted by Respondent to which Complainant objects, include, but are not limited to: (1) any exhibits which are either cases or articles from jurisdictions other than South Carolina, (2) any correspondence between Respondent and legal counsel for the Complainant, as those items typically are not considered evidence for purposes of a hearing, (3) articles from journals or newspapers, (4) online legal advice, and (5) email correspondence between Respondent and his father. Additionally, Respondent seeks to introduce other documents, which Complainant believes are not relevant to this hearing, including but not limited to, policies from other school systems from out of state.

Complainant does not take the position that the rules of evidence strictly apply to hearings held pursuant to the TEDA; however, the general principles stated in the Rules of Evidence regarding relevance should apply in any hearing. Rule 402 of the South Carolina Rules of Evidence provides that, "[a]ll relevant evidence is admissible, except as otherwise provided by the Constitution of the United States, the Constitution of the State of South Carolina, statutes,

these rules, or by other rules promulgated by the Supreme Court of South Carolina. Evidence which is not relevant is not admissible. *Emphasis added.* Upon review of the evidence notebook submitted by Respondent, Complainant intends to object to the admission of all documents, including those described in the categories listed above, on the basis of their relevance.

Moreover, in some instances, Respondent has provided copies of emails as proposed exhibits; however, those emails are not in their original form. Throughout the discovery process, the parties have agreed that emails provided as exhibits at the hearing would be the original emails. Complainant will object to the admissibility of all emails not in their original form.

Complainant also objects to any proposed exhibits, which contain Respondent's summary of events. Respondent has a right to testify at the hearing on his own behalf. Accordingly, any information contained in a written summary regarding his perception of applicable events may be provided through his direct testimony.

Complainant also objects to the proposed Exhibit 244 and 244A, which include Magistrate Court records regarding a traffic-related offense. Complainant assumes Respondent intends to use this information to impeach the credibility of one of Complainant's witnesses. Rule 609 of the South Carolina Rules of Evidence, which addresses impeachment by evidence of conviction of a crime, precludes the admission of the proposed exhibit. Specifically, Rule 609 only allows impeachment by evidence of conviction of a crime if the crime committed was punishable by death or imprisonment in excess of one year or involves dishonesty or a false statement. Additionally, the evidence is generally not allowed if a period of ten years has elapsed since the conviction. In this case, the charge involved was an offense for which the punishment is a maximum of 30 days and did not involve dishonesty or a false statement. Additionally, the charge arose in 2000, which is beyond the ten-year period. Accordingly, this

Ex 6

proposed exhibit should not be admitted, and the underlying offense should not be mentioned as part of the TEDA hearing.

In light of the volume of proposed exhibits, Complainant believes it will probably be necessary to object to the documents at the time Respondent seeks to introduce the documents. Complainant wanted to provide Respondent notice of our objection prior to the hearing. Complainant will have a continuing objection to the proposed exhibits described in this motion.

Respectfully submitted,

CHILDS & HALLIGAN, P.A.

By: s/Vernie L. Williams

Vernie L. Williams, S.C. Bar No. 9511

vwilliams@childs-halligan.net

Shirley M. Fawley, S.C. Bar No. 11599

sfawley@childs-halligan.net

P.O. Box 11367

Columbia, South Carolina 29211

(803) 254-4035

Attorneys for Complainant

April 29, 2015

Columbia, South Carolina

South Carolina

110. MOTIONS

(a) In General

(1) Form. An application to the court for an order shall be by motion which, unless made during a hearing or trial in open court with a court reporter present, shall be made **in writing**, shall state with particularity the grounds thereof, and shall set forth the relief or order sought. The requirement of writing is fulfilled if the motion is stated in a written notice of the hearing of the motion. The motion shall be filed with the Clerk of Court and a copy served on opposing counsel or pro se party.

(2) Time of Filing. On all motions the grounds for which are known before the case is called for trial must be filed not less than ten (10) days before trial in order to schedule adequate time for hearing the motion(s). If the grounds for the motion arise less than ten (10) days before trial, the motion shall be made within two (2) days from the time counsel or pro se party becomes aware of the grounds. These include motions in limine for suppression or exclusion of evidence.

SCRCP

Rule 6(d) For Motions--Affidavits. A written motion other than one which may be heard *ex parte*, and notice of the hearing thereof, shall be served not later than ten days before the time specified for the hearing, unless a different period is fixed by these rules or by an order of the court. Such an order may for cause shown be made on *ex parte* application. When a motion is to be supported by affidavit, the affidavit shall be served with the motion; and, except as otherwise provided in Rule 59(c), additional or opposing affidavits may be served not later than two days before the hearing, unless the court permits them to be served at some other time. The moving party may serve reply affidavits at any time before the hearing commences. In all cases where a motion shall be granted on payment of costs or on the performance of any condition, or where an order shall require such payment or performance, the party whose duty it shall be to comply therewith shall have 20 days for that purpose, unless otherwise directed in the order.

Exhibit 9 (Appeals Court)

----- Forwarded message -----

From: **Dave Duff** <dduff@dwtlawfirm.com>

Date: Wed, Apr 22, 2015 at 12:32 PM

Subject: Jeffrey C. Moss, Ed.D., Complainant v. John Alden Bauer, III, Respondent

To: Alden Bauer <aldenbauer706@gmail.com>

Cc: Shirley Fawley <sfawley@childs-halligan.net>, "Vernie L. Williams" <vwilliams@childs-halligan.net>

Mr. Bauer:

The basic procedure is as follows. Please understand that this is a basic, most usual overview of what happens. There could be some variation to what I am describing.

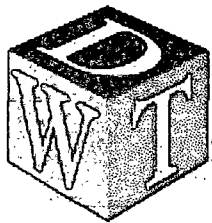
First, each side, starting with the administration, followed by you, will be permitted to make an opening statement to the Board, outlining its position in the case. Any preliminary objections to the process or anticipated evidence could also be made at that time. (Objections also can be made or renewed during the hearing itself to particular examination questions or offers of proof.) After the opening statements, the complainant, i.e., the administration, presents its case first, calling the witnesses it has listed in whatever order it wishes. Each witness presented by the administration is subject to being cross examined by you. There also can be re-direct examination by the presenting party. After the administration rests its case, you present your case. Since, as I recall, you listed the very same persons as witnesses as did the administration, you should be prepared to ask ALL your questions of each of witnesses during your cross examination of each witness when they are presented by the administration. Normally, witnesses are not recalled in the respondent's case, unless there is a compelling reason to do so for a limited purpose. There also is the matter of your failure to list yourself as a witness. I don't know what the administration's position on your testifying is. Probably, I would advise the Board that you should be permitted to testify even though you did not list yourself. On the assumption that you testify, after being sworn to tell the truth like all witnesses are, you will simply give a narrative without anyone asking you questions. However, after your narrative, you will be subject to cross examination questioning by the attorneys for the administration. After you rest your case, there may be a

Exhibit 9 (Appeals Court)

limited opportunity for rebuttal by the administration, but presumably it would only be in rebuttal to something you said if you testify.

After all the evidence is presented, each side is permitted to offer a brief summation or closing argument to the Board. After those closings, the Board will deliberate in executive session for however long is necessary. The Board will then vote in public session to render its decision.

The hearing will be in the multi-media room at the District's central office, 2900 Mink Point Blvd., Beaufort. I am sure there will be facilities or means to secure the evidence notebooks.



Duff, White & Turner, LLC
ATTORNEYS & COUNSELORS AT LAW

David T. Duff
Duff, White & Turner, L.L.C.
P.O. Box 1486
Columbia, SC 29202
Ph. (803) 790-0603
Fax (803) 790-0605
Firm Website www.dwtlawfirm.com

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From: Alden Bauer [mailto:aldenbauer706@gmail.com]
Sent: Wednesday, April 22, 2015 7:51 AM

Exhibit 9 (Appeals Court)

To: Dave Duff

Subject: procedures

Mr. Duff

By procedure I mean the formula.

What comes first?

What comes second?

What comes third?

etc.

Also, what order are the witnesses to be?

Exact location.

Is there a place to store the notebooks?

There are 9 notebooks—two inch thick volumes each.

How do I call myself as a witness? Do I ask myself questions? Or do I do a solo narrative?

Are there other procedures that I may not know about?

etc. etc.

Exhibit 10 (Appeals Court)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

John Alden Bauer III
Appellant

v.

Beaufort County School District
Respondent

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT
C.A. No.: 2015-CP-07-1343

MOTION TO COMPEL
FORENSIC ANALYSIS
VIDEO FEBRUARY 5, 2014

Appellant asserts that recorded video from the surveillance cameras at Hilton Head Island Elementary and the Island Recreation Center between 10 AM and 1:30 PM on Wednesday, February 5, 2014, will exonerate or would have exonerated the Appellant.

Appellant is informed and believes that this withheld evidence had a damaging negative influence on the decision of district officials to continue the Appellant's paid administrative leave indefinitely.

Appellant is informed and believes that the withholding of this evidence in the school board hearing had a damaging negative influence on the school board members deliberation and ultimate decision.

PARTIES AND JURISDICTION

Appellant, John Alden Bauer III, complaining of the Defendant Beaufort County School District, would respectfully show unto the court:

Exhibit 10 (Appeals Court)

Appellant is a resident of Beaufort County, South Carolina and was employed by Defendant Beaufort County School District ("District") as a physical education teacher at Hilton Head Island Elementary ("HHIE")

Respondent the school district in the County of Beaufort, in the state of South Carolina. Hilton Head Island Elementary is located within the District.

The events giving rise to the following causes of action occurred in Beaufort County, and jurisdiction is proper.

APPELLANT BACKGROUND INFORMATION

1. Plaintiff is a veteran, 17 year physical education teacher (12.4 years at HHIE)
2. Plaintiff had a Continuing Contract. (Similar to tenure)
3. Plaintiff has a Bachelor of Science (*cum laude*) in Business Administration with a focus in Marketing and Management from the University of South Carolina (1987).
4. Plaintiff has a Master of Arts in Teaching-Physical Education (*cum laude*) from the University of South Carolina (1996).
5. Plaintiff is a National Board Certified Teacher (2003), one of the highest achievements in the field of education.
6. Plaintiff received positive evaluations throughout his career as a physical education teacher.

ALLEGED HISTORY/FACTS

1. On Wednesday, February 5, 2014, Plaintiff took a 5th grade class of 23 students across the street to the Island Recreation Center for swim classes and returned with 23 students at the end of class.

Exhibit 10 (Appeals Court)

2. The Island Recreation Center grounds are 22 yards from the campus grounds of Hilton Head Island Elementary. (See Exhibit)
3. During the course of the class, a male, a Gifted and Talented student member in this class, arrived late to school and snuck over into his assigned swim group, taught by certified swim instructor Jesse, an employee of the Island Recreation Center.
4. The 5th grade regular classroom teacher had not taken attendance or submitted an attendance report. (See Exhibit)
5. At the conclusion of the class session period, the student in question stayed behind, apparently hiding in the dressing room of the Island Recreation Center.
6. He returned to school 25 minutes later with an Island Recreation Center employee.
7. Plaintiff was accused of negligence for leaving a student in the dressing room and was placed on paid administrative leave.
8. Video surveillance cameras are located throughout the Hilton Head Island Elementary school campus as well as the Island Recreation Center. Cameras are located indoors and outdoors.
9. Principal Jill McAden of Hilton Head Island Elementary said at her deposition on Tuesday, December 16, 2014, that there were no video surveillance cameras.
10. On Wednesday, May 21, 2014, attorney George McMaster, of Tompkins and McMaster, LLP in Columbia, SC sent a Litigation Hold Letter to the Beaufort County School District stating that all documentations and recordings of any nature, electronic or otherwise be preserved.
11. On Thursday, June 26, 2014, the law firm of Child and Halligan, representing the Beaufort County School District, sent a letter to attorney George McMaster stating that the administrative staff had taken all the necessary steps to preserve data on district own computers and other electronic devices.

“We checked with the administration and have been assured that the staff has taken appropriate steps to preserve the data on district owned computers and other electronic devices at the district level and at Hilton Head Island Elementary School, which are applicable to the matter involving your client.” (See attached)
12. On Thursday, September 17, 2015, Appellant’s attorney Lauren Martel, of the Martel Law Firm in Hilton Head Island, SC requested information on video surveillance cameras at

Exhibit 10 (Appeals Court)

Hilton Head Island Elementary, from David Ernest, IT Project Manager, of the Beaufort County School District. There was no response.

13. On Wednesday, October 7, 2015, Appellant requested information on video surveillance cameras at Hilton Head Island Elementary, to Jennifer Staten, Risk Management Coordinator, of the Beaufort County School District. No response.
14. On Thursday, October 22, 2015, Appellant requested information on video surveillance cameras at Hilton Head Island Elementary, from David Grisham, Protective Services Coordinator at the Beaufort County School District. Grissom refused to provide information
15. As of Friday, February 19, 2016, the Beaufort County School District has not provided Appellant any preserved video camera surveillance nor any other information.

Appellant prays that judgment will compel the Defendant to a computer forensic analysis of any recorded video camera surveillance of Wednesday, February 5, 2014, from 12 pm-1:30PM

I state under penalty of perjury that the above is correct and truthful.

Respectfully Submitted,

John Alden Bauer III
5 Gumtree Road
E-11
Hilton Head Island, SC 29926

(843) 384-1506

February 19, 2015

Exhibit 11 (Appeals Court) FOIA Request

John Alden Bauer III
5 Gumtree Road E-11
Hilton Head Island, SC 29926

June 18, 2014

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29920
Re: Freedom of Information Request

Dear Sir or Madam:

The purpose of this letter is to request information pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. section 552.

Please provide me with a copy, via my home computer, of the following items:

I am requesting email evidence pursuant to a Formal Hearing before the Board Of Education. These emails, having been denied my reception by traditional means, contain evidence of my innocence of any wrong doing

If any part or all of the materials are withheld under an FOIA exemption, please provide a list of the information withheld and mark any deleted sections. Please list the specific exemptions that form the basis for any deletion from a document or the complete withholding of a document. I request that you furnish the information without any charge because the information will be used for Evidence.

Please contact me at the above address if you have any questions regarding this request. My e-mail address is aldenbauer706@gmail.com.

Please provide your reply immediately, since I have been denied this evidence for 133 days. Thank you for your prompt attention to this matter.

Sincerely,

John Alden Bauer III

Exhibit 12 (Appeals Court) No Response

December 27, 2015

Mr. David Duff,
Duff White and Turner
3700 Forest Drive Suite 404
Columbia, SC 29204

Mr. Duff,

I have continuously asked you (Mr. Duff), Mr. Davis, and the attorneys for Childs and Halligan (Shirley Fawley and Vernie Williams) for the opportunity to forensically examine the documents of December 10, 1013, (sic) and February 4, 2014, written by Jill McAden and Donald O. Clendaniel respectively. These documents were not delivered until July 2014.

The authenticity of these documents was raised by a board member during the hearing.

In a previous letter I mentioned that I probably would not be pressing the issue of the February 4, 2014, document written by Clendaniel, since he had already admitted to falsifying the date, but since you have not responded I believe that that issue should be pressed as well.

These documents were not introduced by me, but by the school district during the school board hearing and used against me.

My requests have come in the form of certified letters from me, acting pro se, and/or from Lauren Martel, as my attorney. Here are the dates of some of my requests:

March 18, 2015

April 4, 2015

May 1, 2015 at Board Hearing

August 3, 2015

August 27, 2015

November 11, 2015

You have ignored my requests.

I have offered to pay for the computer forensic analysis, but still you ignore me. As I told you in the letter on August 3, that if I am found to be correct about my assertions, that I would expect that the school district would pay the costs.

Exhibit 12 (Appeals Court) No Response

Again, I ask will Ms. McAden, and now Mr. Clendaniel, be willing to voluntarily submit their work computers for a computer forensic analysis to determine the authenticity of the questionable documents?

Respectfully Yours,

John Alden Bauer III

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

John Alden Bauer III
Appellant

v.

Beaufort County School District
Respondent

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT
C.A. No.: 2015-CP-07-1343

SHORT PROPOSED
FINAL ORDER PORTION

The formal opening and ending would be the same as in my Long Order.

This matter came before the Court for a hearing on Friday, March 4, 2016. The Appellant, John Alden Bauer, III, ("Bauer") appeared *pro se*.¹ The Respondent, Beaufort County School District,

ETC.

¹ Although Bauer appeared *pro se* at the hearing before the Court on March 4, at times prior to the hearing before the School Board and during the initial stage of this appeal, Bauer was represented by counsel.

Exhibit 13 (Appeals Court)

Findings

Disputed Action

June 5, 2014. Board Minutes

"Out of executive session the board made a motion to approve the superintendent's recommendation to terminate the employment of Employee A. Approved"

Case law is clear

"Yet, there is no language in the Employment and Dismissal Act that states a final decision of the Board is subject to a teacher's right to a hearing after the fact." Brown v. James

"The observance of the procedural requirements of the Employment and Dismissal Act is mandatory and not a matter of discretion." Brown v. James

The Action of the Board constituted a violation of Due process.

In the Board Order the subject of delay of the hearing is broached. The statute requires a hearing within 15 days of an appeal; in this case 5 months after the accused event. Even if the district had offered evidence as to why the hearing was not held in the prescribed time frame, which it did not, there was no excuse for delaying the hearing an additional 10 months.

This section from Washington-Middleton vs. Charleston County is clear. Case No. 13-CP-10-7094

"The district has argued that the lateness of the hearing was harmless. This argument ignores the reality of ...a teacher in limbo.... Additionally this argument ignores the mandatory nature of TEDA, acknowledged by the Supreme Court in Johnson vs Spartanburg County School District Number Seven 314 S.C. 340 444 SE 2D 501 (1994) and the court of appeals in Brown."

Exhibit 13 (Appeals Court)

The letter of the Act must be followed.

The Board Order is vague on the subject of charges and the District never offered a Notice of Charges. The Record offers only confusion. Accordingly, the Appellant defended against four presumed charges, assumed to be contained in one email, plus other accusations. But there were only two charges. Those two charges were not revealed until the third day of the hearing. Additional accusations are invalid, according to TEDA 470, in which Complainants are to address the charges.

There is no excuse to have a hearing without understandable formal charges.

SECTION 59-25-460. Notice of dismissal; conduct of hearing.

“No teacher shall be dismissed unless written notice specifying the cause of dismissal is first given the teacher by the District Board of Trustees and an opportunity for a hearing has been afforded the teacher.”

The Record shows that the District gave no evidence that the Board stated a “cause” for dismissal, nor did it offer a hearing before the dismissal. This constitutes a violation of Due Process.

The accusation against appellant refers to one “*student*” in one incident. The Order refers to “*students*”. The exhibit cited by the district (Walton testimony, Compl. Supp. Exh. 3.) is a

Exhibit 13 (Appeals Court)

letter from Alice Walton, February 7, 2014, but she contradicts the District. (*“negligent actions with a student”*, singular.)

It is clear in 59-25-430 negligence must be a “pattern of neglect”. One student in one debatable incident does not constitute a pattern of neglect, especially with a veteran teacher.

Again the District failed to follow the intent and letter of the act, a violation of Due Process.

The Board Order states *“Reading Section 59-25-460 together with 59-25-450, it is clear that the notice of the cause for dismissal should not come from the Board but rather from the Superintendent.”*

This court disagrees. Section 59-25-450 (TEDA) deals with suspension, 59-25-460 deals with dismissal.

TEDA 450:

“the superintendent may suspend the teacher without notice or without a hearing.”

TEDA 460 states:

“No teacher shall be dismissed unless written notice specifying the cause of dismissal is first given the teacher by the District Board of Trustees and an opportunity for a hearing has been afforded the teacher.”

Exhibit 13 (Appeals Court)

The Board failed to specify the “cause” and failed to give the opportunity for a hearing before dismissal as defined in Brown. The hearing in April to May of 2015 was “after the fact”, again as defined by Brown, and constituted a violation of Due Process.

The Board Order raises the issue of the psychiatrist. The Order claims that Bauer did not meet the deadline of March 31, 2014, to complete the process. The evaluation is dated April 28, therefore, Bauer met his responsibility for the deadline. Communication issues stemming from the District are not relevant.

In addition the Order complains that the evaluation is “*general*”. Anything other than general would have been a violation of law. The District was also obligated to document the reason for the examination, which it failed to do. The District cited HRS-16 as giving it authority to require an examination. The HRS-16 section on a Return from Sick Leave was an inappropriate authorization since the appellant was on Administrative Leave.

The mis-handling of this issue by the District was a violation of Law (see below) and of Due process.

The U.S. Equal Employment Opportunity Commission

- *“The ADA’s requirements.... apply to all of the employees of a covered employer, whether or not they have disabilities.”*
- *“Any inquiries or examination, however, must be limited in scope to what is needed to determine whether the employee is able to work”.*

Exhibit 13 (Appeals Court)

- *“If an employer decides to make that referral, the basis—why the organization feels the exam is needed -- must be documented.”*

Finally the District submitted no evidence of complying with the requirements of Section 59-25-440 regarding the Professional Improvement Plan--a violation of Due Process.

The Beaufort County School District failed in its responsibility and this case is reversed.

Response to The Proposed Order That Was Submitted by David Duff

3/4/2016

Post Note

There are eight (8) pages remaining to the Duff Proposed Order that need a rebuttal, but Appellant will end this Detailed Document which I believe has already compelled a more nearly accurate and thoughtful Order.

The proposed Final Order on the merits of the appeal hearing on March 4, 2016, prepared by David Duff, of Duff, White and Turner has significant flaws that must be addressed. Some of the errors are simple careless inaccurate repetitions, with a lack of attention to detail. Others seem to be willful falsehoods.

Appellant will discuss specific errors in the proposed Order, but first some misperceptions that are difficult to address since they involve personalities.

The numerous accusations of a bad attitude are difficult to defend. Appellant ("I", if first person is allowed) has no believable defense against the nebulous, but well rehearsed and finally exaggerated testimonies that had evolved from one to the many. I ask the Judge, the attorneys, or any observers of the hearings, who have seen me over the past two years if these accusations comport with what they have observed.

Mr. Duff used the word "ridiculous" in quoting me. Also the attorneys at the hearing used it repeatedly. I only used the word one time and once again in my apology. Yes I thought it was *ridiculous* to make something sinister out of an event for which I had no control. When the

administrators asked me to repeat what I had said I did so, and added, *"I'm sorry. That was silly and unnecessary."*

The apology was not included in their documentation.

I asked if they (Administrators) had recordings of our meetings, since they used quotation marks. I also asked them to either produce the recordings or allow me to submit my own. There was no response. (Letters will be provided if requested) That seemed so simple. Would my recordings be allowed--apparently not if it indicated duplicity from administrators? Who decided that--Administrators or attorneys? No response.

There are unsolicited testimonials to the Board that were sent to Moss and Evans, but never delivered to the Board. Here are a few excerpts. (See exhibit 100)

Commander Gregory Hall, Parris Island

"If Mr. Bauer has been accused of disrespectful or disruptive behavior, that is certainly contrary to my own experience. I absolutely believe he has been a positive influence on my three children and their attitudes toward Physical Education and school in general. I would be happy to discuss my own experiences regarding this matter over the telephone or in person if necessary."

Dr. Hall was never contacted.

(Name) "has felt a tremendous loss since Mr. Bauer's departure. She loves Mr. Bauer, and so do we! It's impossible not to, when we measure the positive impact that he's had in our daughter's life. We miss Mr. Bauer, and our greatest wish is that he'll be back to teaching this year!

Sincerely,"

Renee and Todd Fox

"Our child thinks he has some pretty amazing qualities for a PE teacher: funny, makes everyone laugh, includes everyone, can tell when someone is upset/sad, knows their names, creates new and fun activities and always makes them feel like "trying" new things. Once Mr. Bauer left the school, I can't tell you how many and how often many different students asked and

wanted to know where he was and when he would be back! His being away affected many many students at our school. I have yet (in dealing with many students on a weekly basis) to find a student who doesn't "miss him and want him back"!

Tammy Downing, President PTO, (wrote 1004 words)

It is true that I have tenaciously defended myself against false accusations. The event at the pool has been mis-represented so often that it has a life of its own, but without any evidence against me. Evidence was available that would have cleared me, if it had been preserved, as agreed.

There are 30 pages of testimonials from administrators, including during the week that Appellant was placed on Administrative Leave.

Tue 1/4/2011 9:30 AM

From: Chen, Xinfang

To: Owen, Sarah

Cc: McAden, Jill M; Bauer, John A

Subject: Thank you, Mr. Bauer

Dear Mrs. Owen,

I had a great talk with Mr. Bauer, our PE teacher this morning. He is so nice and wonderful. I will start to observe his PE lesson next Monday. As a part of the Chinese immersion program, our PE lessons will incorporate some traditional Chinese games/sports and Chinese language/instructions...

I am very excited. Thank you so much, Mr. Bauer for your cooperation and what you have done.

Sincerely,

Xinfang(Jane)Chen

CLIMB Project Manager/Program Coordinator

Exhibit 13 Auxiliary, Response to Proposed Order

From: McAden, Jill M
Sent: Thursday, January 09, 2014 8:25 AM
To: Bauer, John A; Lofton, Lakeisha S
Subject: RE: PE club

Yes, your club is always so popular.....you attract the masses. We wanted to support you and not let the kiddos down! I think this will work.

Has your gym been clean to your satisfaction?

Page 8, Assistant Principal Clendaniel Deposition 2/16/2015

*Q “..At the deposition of Ms. McAden, in December, she referred to Mr. Bauer as an excellent teacher, a good coach, an excellent mentor and that he was liked by all of the children; does this sound like a fair description of Mr. Bauer to you?
A Yes.”*

Assistant Principal Clendaniel, Board Hearing, page 126

“Well, he was a good teacher. He seemed to love what he did, love children.”

The accusation that I refuse to admit to serious wrong-doing is true. But if the facts are actually believed, one should conclude that I did my job properly. Belief that planted evidence, falsified documents, and false evidence actually happened is hard to understand. Why would they? Very confusing--but it is the truth. Why was I so important as to cause such an extreme reaction?

I can only say that no concrete evidence exists that I did anything wrong, and there is the withheld technological data that would clear me.

Why should I not have defended myself as strongly as I did? What innocent person would accept the death penalty to his career without resistance?

Charges

As a core to this case is the perception that there were more than two charges involved, made into a problem by the fact that no charges were ever issued in print and were only verbally stated on the third day of the Board Hearing. That is apparently not taken as a serious problem-- but it was to the Appellant.

In my opening statement I defended against what I thought might be four charges, not knowing that it had been reduced to two charges.

What trial was ever conducted without knowing the charges? Only one that Appellant has heard of: Moss v. Bauer

Unfortunately TEDA 470 was not enforced and the District did not confine itself to “*substantiation of the charges*”. In addition I was not allowed to present “*any and all defenses*” also required in TEDA 470.

The False and Misunderstood

Page 2

“It is not apparent from the record why Bauer chose not to testify”

Mr. Duff has a mono-thematic claim which is deceptive on a number of counts. That is the fact that Bauer did not testify. That is true---BUT it would not have mattered. Duff apparently blocked, during deliberations, my relevant

and “*substantial*” evidence that was presented during cross examinations. Note the following exchange.

Board Hearing (Emphasis mine)

Page 568

MR. RIVERS: So, if we don't have anything to consider, how can we -- what will we have to -- you know, to deliberate on, if there isn't anything --

MR. JOHN BAUER: Deliberate on the cross-exams.

MR. BAUER: Yes, the witness testimony that -- From the witnesses -- from the five witnesses can be considered, I believe, if I'm correct.

MR. DUFF: You are correct.

MR. BAUER: And I note that there were a number of exhibits that were not presented due to my inexperience in questioning, but I feel that what has been presented is-- has merits to it, basically.

MR. DUFF: Okay.

MR. BAUER: Okay.

CHAIRMAN EVANS: And there was a substantial amount of -- evidence put into the record under cross-examination.

MR. BAUER: Exactly.

MR. RIVERS: Okay.

CHAIRMAN EVANS: Okay.

MR. BAUER: Thanks.

In addition

- In one cross examination Childs and Halligan objected 226 times. They were never overruled by Duff, Evans, or the Board.
- Essential evidence had been withheld by the District: Grade book, 10,000 emails, security camera footage, and telephone records.
- Bizarre Manufactured evidence was knowingly accepted by Duff and Evans. (December 10, 1013 (sic), and February 4, 2014 pre-dated documents, and false grade book)
- The strategy was to not allow Bauer to get evidence admitted in order to protect against appeal.
- Duff and Evans allowed Attorneys to successfully object to Bauer using Deposition testimony to impeach witnesses.
- Duff and Evans allowed attorneys to use an improperly introduced, and flawed in form, Motion in Limine to block all relevant evidence.
- The Board Order, allegedly written by Duff, never dealt with laws that were cited by Appellant.
- Board bias became apparent. The Board resented being exposed as having violated Brown v. James, and violating TEDA, on repeated occasions.
- Note that the Board wrote a false set of minutes in February 2015 to replace the minutes of June 5, 2014.
- In addition the Board was angry with Bauer concerning the terms of a possible settlement, that was requested by Childs and Halligan.
- Evans and Duff allowed new allegations to be entered, that were not exposed during Discovery and that had not been accused nor charged, but would not allow Appellant time to prepare a rebuttal.***
- The above again exposes the necessity of charges before a trial and the value of Discovery.
- Whatever law Bauer cited while witnesses were under oath was not considered to be admissible by Duff and Evans.

Mr. Duff attended the deliberations of the “jury”.

We allege that Mr. Duff wrote the error prone Board Order.

- In deliberations, we allege, that Mr. Duff decided which laws could be considered-- dismissing law, and case law, as not being cited under oath.
- In deliberations, we allege, that Mr. Duff decided what evidence could be considered to be the Record negating rulings by Mr. Evans.

CHAIRMAN EVANS: “...but we will recognize that all these letters are in the booklet you gave us, so we can take them under advisement when we deliberate.”

***MR. BAUER: “Thank you. My plan of proving my case through opposing witnesses has been-- been rejected, respectfully. I thought that my approach would give continuity to the subject matter through most -- through the most appropriate witness.

I have heard new allegations against me.

I cannot organize a narrative of logical context while sitting here all day and working all night. If you will allow it, we can continue while I gather my thoughts for my testimony and closing. My questions for Dr. Moss are written out. I would like someone to read my questions...”

I had thought that my father--or someone else could read my questions in order to get the answers on the record, and that I could prepare a rebuttal to new accusations that had not been disclosed.

Page 3 of Proposed Order

“His performance as a teacher over the years was unremarkable”

My Response:

Seventeen years unblemished record

Appellant taught 917 students; Legal limit was 500 students. Appellant did not complain

Appellant was awarded a \$1000 Special Olympics Project Unify Grant.

Appellant set records for raising money for the SC Heart Association.

Note: Bauer's mother was SC Heart Mother of the Year.

Appellant was a Project Unify Mentor Teacher for troubled students.

Appellant was a 2nd grade and 5th Grade Math Tutor and Mentor.

Appellant developed and grew an early morning Walking and Running Club.

Appellant developed and grew an after school PE Club. The after school program was popular and was consistently filled to capacity.

Funds that were used to pay Bauer for the after school club were donated back to the school.

Appellant arranged for Olympic Gymnast Zuzana Sekerova (Slovakia, 2000 Sydney Olympics) to teach a week of classes for all students from 2008-2012-IB Integration

Appellant arranged Volleyball Lessons--Hilton Head High School Volleyball Coach (Jolanta Graham) from Poland-IB Integration

Appellant arranged Lacrosse lessons from Head Coach and Athletics Director Joseph Monmonier (Hilton Head High School)-IB Integration

Appellant arranged tennis lessons from the Clint Van Eswegan International Tennis Academy student teachers who hailed from Japan, Korea, Mexico, Brazil, Australia, etc. IB Integration

Appellant was Mentor Cooperating Teacher for Student Teachers

Appellant was mentor for high school Teacher Cadet Program.

Appellant had no prior documented discipline referrals in his career.

Teacher of the Month 2003

National Board Certified in 2003

Page 3. Proposed Order (Brockway November 1)

This incident was not accused nor charged in the only document that was proffered as anything resembling charges--the May 29, 2014, email from Moss. ("Bases" for Recommendation)

This is the event where an inexperienced Assistant Principal had no idea how to proceed, but found nothing wrong.

February 16, 2015, Brockway Deposition.

Q So maybe five minutes altogether to
21 assess that that's the student that she was
22 referring to and that that student wasn't hiding
23 or missing?
24 A Give or take a few minutes, yes.

Proposed Order (same event)

"...impossible for Bauer to monitor and supervise students both inside and outside the gym."

False. I was standing in the doorway to monitor students, by prior arrangement with the office.

(Phone calls verified by McAden in her Deposition)

McAden Deposition, page 122-123 (same event)

Q Okay. Do you have any phone records
0123

1 MARTEL - MCADEN (DIRECT EXAMINATION)
2 where Mr. Bauer would have been calling
3 Ms. Jurgenson and asked to have the doors open?
4 A I -- I don't have phone records, but
5 I'm -- I'm aware that -- that he called

Page 3, (Proposed Order, same event)

“argumentative, agitated, and uncooperative.”

The same Assistant principal did not understand what a Rest Wall was, and then took me away from my class (admitted in her deposition) --leaving the class unsupervised. She then verbally abused my student. The crying student was a second grader, not fluent in English, who did not understand why he was told that following my class procedures was wrong.

The Assistant Principal accused me of defending the student. Of course I did. She thought that my defending the student and that my trying to explain the Rest Wall to her was being uncooperative.

Page 3, Quoted from Brockway Document

“Mr. Bauer interrupted the conversation saying the child did nothing wrong and that I (Brockway) did not understand how things worked in his class.”

Her statement is correct. Her interpretation is wrong. Defending an innocent child who is being aggressively accused by an assistant principal is the right thing to do. Unfortunately, it has cost me dearly.

Page 3, of proposed Order (same event)

“unattended, unsupervised child”

False. The child was at an assigned place--the Rest Wall. I was standing in the child's line of sight, in the doorway by prearranged permission from the office. Security cameras would have confirmed that, but that data was withheld.

Page 4, of proposed Order (Pool event)

“Bauer has never disputed that he left the child at the rec center.”

Anyone paying attention should know that I went to and returned from the center with the same number of students. When I admitted that I left him behind it was clear that I was claiming responsibility, but not blame. The subtleties of language are willfully being used to blame me for something about which I had no knowledge.

No one knows when the student came to the pool, if or when he joined the class, or why he had an unexcused tardy, why his mother was en route to the school, if medication was needed, or where he was hiding.

The child's behavior on that day was an anomaly. The child was always well behaved, and never a problem, but he was not interviewed to see what had happened that day. Perhaps something to do with his 504 status? Knowing the child, I would surmise that there was something involved beyond his control.

Remarkably, not only was the child not interviewed, nor was the parent interviewed, and available security camera data was not consulted, nor preserved, in spite of testimony, by principal McAden that it was preserved.

Page 209 Board Hearing (McAden)

A “Ms. Walton asked me to secure Mr. Bauer's laptop and to make sure everything was kept in -- intact...”

Q Did she specify anything besides laptop, like computer -- anything electronic besides computers?

A The laptop with his email correspondence, phone messages, everything was to be preserved --

Page 5 of Proposed Order

"Bauer indicated to McAden that it was the student who was at fault, stating the child should have been written up for failing to follow directions."

False

What Bauer actually said:

Child's name *"...did everything he was supposed to do, and -- he's an awesome kid. I mean, I love the kid to death. I've never had a discipline issue with him. Ever. And -- and he did the exact right thing he should have. He went up to the employee, who walked him over, and I thought that was really great of him to do that, you know?"*

Page 151, Line 3, Bauer Deposition-- August 28, 2014

Careless with Facts

a. *"Walton met with Bauer, Clendaniel and Brockway on February 6, 2014."*

One paragraph later (same meeting)

b. *"On February 7, 2014, Walton wrote Bauer to memorialize the February 5 meeting."*

That contradiction of dates for the same meeting met with four objections from Bauer during the hearing. Objections went for naught.

Board Hearing held April 30 to May 2, 2015, page 289

MR. BAUER: *"There was no meeting on February 6th. There was a meeting on February 5th, February 7th, February 11th, and March the 5th. On February 6th, I was given one day off, and to go see Ms. Walton on February 7th --"*

This seemingly insignificant error indicates a larger problem.

The wrong date, uniformly misstated by each witness, indicates much rehearsal time and a master plan. These same witnesses refer to "*ridiculous*" and "*lack of remorse*" with the same uniform discipline and inaccuracy.

However, there is an arrogant hazard in my pointing out small errors since a pro se former PE Teacher will not be error free, but his ambition is not to make errors out of carelessness.

To paraphrase a well known proverb:

"One who is careless in the little will be careless also in the much."

Page 5 of Proposed Order

"leaving a student unattended off campus."

Mr. Duff is ignoring the obvious facts, stated many times.

The student was not unattended--in fact an attendant returned the child.

Page 5 of Proposed Order

"Off Campus"

The Recreation Center is on the campus, a campus that includes three schools and the Recreation Center. The Center is 22 yards from the Elementary School front.

Mr. Duff does not explain why easy and, obviously, desirable data from security cameras were not observed, nor preserved--as per agreement and guaranteed by attorneys for the District.

Psychiatric Evaluation

Page 7 of Proposed Order

"Dr. Rosenbloom, (sic) opined in a very general statement that Bauer was capable of performing the essential functions of his job and could return to work."

*How can this be difficult? The Doctor, by law, can only give a general statement. (see below for law***)*

Dr. Rosenbaum-Bloom's name is only slightly difficult, but Mr. Duff has not named her correctly in any document that I can remember. (Duff cannot blame Deborah Thomas, the Court Reporter, who recorded it the way he mis-said it.) Why does Mr. Duff not have the pro forma respect of calling Dr. Rosenbaum-Bloom by her correct name?

Dr. Rosenbaum-Bloom is a woman who has many honors, an Ivy League Degree, and who donated a kidney to her husband.

Mr. Duff is, apparently, unfamiliar with laws that control psychiatric evaluations. I risk repetition, but Mr. Duff has not, perhaps, read the laws. If I am wrong why does he not respond?

***One should consult: Title One ADA Section 902, Vol 2, Compliance Manual.

The U.S. Equal Employment Opportunity Commission

- *"The ADA's requirements.... apply to all of the employees of a covered employer, whether or not they have disabilities."*
- *"Any inquiries or examination, however, must be limited in scope to what is needed to determine whether the employee is able to work".*
- *"If an employer decides to make that referral, the basis -- why the organization feels the exam is needed -- must be documented."*

All of these points, and more, were made repeatedly to the administration, and to Childs and Halligan, since May of 2014. But Childs and Halligan dismissed the observations by saying

that Bauer was acting more like a lawyer than as a PE Teacher. (Why was “acting like a lawyer” a negative epithet from lawyers?)

Bauer agreed to meet with Dr. Gay, but could get no response from Walton to that email. While I was awaiting their response they moved forward with my termination. Then, unbelievably, the District paid Dr. Gay \$200 for an appointment that was never made.

Who would approve such a payment? Why would Ms. Walton not respond to Bauer’s willingness to see Dr. Gay, or his agreeing to see someone else acceptable to all concerned? (Exhibit 46)

Proposed Order, page 7

“On April 23, Walton’s office contacted Bauer to schedule a meeting for April 25 to discuss the physician’s letter.”

Mr. Duff, or someone, has substituted “physician’s letter” for “the Report”.

“The Report” was thought to deal with Work Status and Reinstatement. This is one time that Mr. Duff has a right to be confused, so were we. Appellant will include a few quotations to identify the contradictions between Walton and Moss.

Adding to the confusion was that Ms. Walton does not allow witnesses, and wishes for there to be no written record. When asked about this she responded.

5 Q Why did this go unresponded to?

6 A Because I was waiting to meet with
7 Mr. Bauer. I like to talk to employees in
8 person. Not through E-mails.

References to April 23, 2014, in the Proposed Order.

Communication was by telephone through a secretary. References were contained in the Walton letter on April 29. Walton makes no reference to a physician's letter to be discussed at the meeting.

There are other confusions. Walton says that Dr. Rosenbaum-Bloom is on vacation in Atlanta. Emory is not a resort--it is a hospital, and Dr. Rosenbaum-Bloom had donated a kidney to her husband.

Ms. Walton refused to say what the meeting was about.

"The topic for the meeting is decided by Ms. Walton, not you." Moss.

The following will indicate the confusion and contradictions by the upper administration.

■ Moss: *"Please note there has been no conversation or direction toward terminating...the meeting to follow would have been to discuss the report and the appropriate time to report back to work."*

Bauer: *"I can be there at 2:00PM if this is for reinstatement."*

Bauer also indicates that for anything other than reinstatement he would like to have his attorney present.

Bauer to Walton: *"Is this for reinstatement?"*

Walton to Bauer: *"No"*

Note: At first Ms. Walton refused to answer the question.

■ Attorney George McMaster writes several emails on his availability, and contact information.

Bauer: *"I am available anytime after today" (Recovering from conjunctivitis)*

Walton: "If you would prefer I will place you on administrative leave without pay and then we can operate on your schedule and demands."

Bauer: *I do not wish to be insubordinate, but I feel that I need my attorney George McMaster with me."*

Moss: *"You may bring whoever you would like."*

Walton: *"I will not be contacting your attorney."*

If anyone wishes to read all of the email messages from this time period, in chronology, they will be available. But Walton tended not to communicate.

Since the action against Bauer had moved from Performance to Punishment a lawyer is now permitted, if the employee requests it. (This information comes from a consulting lawyer who will supply the citation shortly. Apparently this has to do with Employment Law)

Other contributing factors:

- All of the Administrators testified that they were not familiar with The Employment and Dismissal Act. (Ms. Walton testified both ways)
- Walton was not aware that she was the lead Investigator and was responsible for "The Report".
- Moss testified that Bauer could see "The Report" in his personnel file, maintained by Walton.
- The Report does not exist.
- Administrators were also not familiar with ADA requirements that they were violating in this case.

Should a case be made for claiming out of control incompetence by the Administration?

Page 8, Proposed Order

“HRS-16, which allows the District to choose the physician that will evaluate an employee.”

The section of HRS 16 cited by the Administration was for Sick Leave. Bauer was on Administrative Leave.

“Physician” is singular, not plural.

In any case the Administration is bound by ADA. To wit

The U.S. Equal Employment Opportunity Commission

- *“The ADA's requirements.... apply to all of the employees of a covered employer, whether or not they have disabilities.”*
- *“Any inquiries or examination, however, must be limited in scope to what is needed to determine whether the employee is able to work”.*
- *“If an employer decides to make that referral, the basis—why the organization feels the exam is needed -- must be documented.”*

Page 10, Proposed Order

“On June 5, 2014, Dr. Moss recommended to the Board that Bauer be dismissed, subject to Bauer's right to an evidentiary hearing before the Board if requested.

False

“Out of executive session the board made a motion to approve the superintendent's recommendation to terminate the employment of employee A. approved.”

The rights of “Employee A” were not stated in the minutes.

Moss confirmed the non-conditional termination on June 16 *“You are current (sic) no longer an employee...”*

The June 6, 2014, Moss letter that cited Employee rights was a form letter, which he nullified on June 16.

The Board ratified the non-conditional termination and illegally published the document in September 2014.

Page 10, Proposed Order

"...noting that in his 32 years of experience, this was his first time an employee refused to attend a meeting while on administrative leave."

Care should have been taken to accurately quote what Moss said, and that Moss then gave evolving and false versions.

- Moss claimed that he recommended dismissal after Appellant refused to meet with him. (Page 68, Deposition, and quoted in Hearing)
- Bauer did not refuse to meet with Moss. He was never asked to meet with Moss. District failed to find any evidence to support Moss' claim.
- Moss testified that he would produce the email invitations. (Page 66, 39-40 of deposition) He did not.
- Moss changed '*meeting with him*' to '*meeting with the administration*'. Again no emails of the invitations from him OR from the Administration.
- While Moss did not produce email invitations, he falsely testified that he had done so. (Pages 543 and 546 of Board Hearing)
- Evans and Duff did not require Moss to show any invitatory evidence.
- Moss again changed his story, through attorneys, from claimed invitations by email, to claiming that they were by phone calls.
- Telephone records reveal that there were no calls. (Telephone records were available in the notebook for the Board's deliberation)

Page 10, Proposed Order

“...critical error of choosing not to testify”

Bauer did not testify. That is true---BUT it would not have mattered. What was “*substantially*” ** admitted by Evans during testimony was suddenly not to be considered in deliberations.

- In one cross examination Childs and Halligan objected 226 times. They were never overruled by Duff, Evans or the Board.
- Essential evidence had been withheld by the District: Grade book, 10,000 emails, security camera footage, and telephone records.
- Bizarre Manufactured evidence was *knowingly* accepted by Duff and Evans. (December 10, 1013 (sic), and February 4, 2014 pre-dated documents, and false grade book)
- The strategy, I believe, was to not allow Bauer to get evidence admitted in order to protect against appeal for a case week on the merits.
- Duff and Evans allowed Attorneys to successfully object to Bauer using Deposition testimony to impeach witnesses.
- Duff and Evans allowed attorneys to use an improperly introduced and form-flawed Motion in Limine to block all relevant evidence.
- The Board Order, allegedly written by Duff, never dealt with laws that were cited by Appellant.
- There was evident bias by the Board, i.e., Board resented being exposed as having violated Brown v. James, and violating TEDA, on repeated occasions.
- The Board wrote a false set of minutes in February 2015 to replace the minutes of June 5, 2014, to hide the *Brown* violation.
- The Board was angry with Bauer concerning the terms of a possible settlement, that had been requested by Childs and Halligan.
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Mr. Duff attended the deliberations of the “jury”.

We allege that Mr. Duff wrote the error-prone Board Order.

- In deliberations, we allege, that Mr. Duff decided which laws could be considered--by dismissing law, and case law, as not being cited under oath.
- In deliberations, we allege, that Mr. Duff decided what evidence could be considered to be the Record negating rulings by Mr. Evans.

Page 553

CHAIRMAN EVANS: “...*but we will recognize that all these letters are in the booklet you gave us, so we can take them under advisement when we deliberate.*”

****Re: Substantial evidence not considered during deliberation**

Page 568

CHAIRMAN EVANS: And there was a substantial amount of -- evidence put into the record under cross-examination.

MR. BAUER: Exactly.

MR. RIVERS: Okay.

CHAIRMAN EVANS: Okay.

MR. BAUER: Thanks.

Page 15, Proposed Order

“Those reasons were based upon Bauer’s negligence in the supervision of students...”

Mr. Duff simply refuses to believe testimony, given repeatedly under oath, that the allegation involved one student----and only one student.

Moss, Board Hearing, page 528

“No what I said was ‘Your leave began – your administrative leave began on February 5th for leaving a special needs student off campus.’” (“Student” is singular)

Walton, Deposition page 42, Exhibit 49

Q “One incident?”

A “The incident that he was placed on administrative leave for was negligence to one student in his class.”

Perhaps Mr. Duff realizes that one event with one student does not meet the “*pattern of neglect*” required by 59-25-430

Page 14, Proposed Order
Decision

“Evident unfitness for teaching may be manifested by conduct such as, but not limited to, the following: persistent neglect of duty, willful violation of rules and regulations of the district board of trustees, drunkenness, conviction of a violation of the law of this State or the United States, gross immorality, dishonesty, illegal use, sale, or possession of drugs or narcotics.”

Mr. Duff uses “*not limited to*” as an open loophole. What was that conduct that was commensurate with drunkenness, conviction of a violation of the law of this State or the United States, gross immorality, dishonesty, illegal use, sale, or possession of drugs or narcotics? None was ever named.

Page 15, Proposed Order

"...to be in his gym class, was actually seen wandering alone and unsupervised outside the gym building."

No, the child was in an assigned place, and the Investigator concluded that *'nothing was amiss'*.

If the investigator found nothing wrong what is the rationale for Duff's claim?

This incident was not accused nor charged in the only document that was proffered as anything resembling charges--the May 29, 2014, email from Moss. (*"Bases"* for Recommendation)

This is the event where an inexperienced Assistant Principal had no idea how to proceed, but found nothing wrong.

February 16, 2015, Brockway Deposition.

Q *So maybe five minutes altogether to*
21 *assess that that's the student that she was*
22 *referring to and that that student wasn't hiding*
23 *or missing?*
24 A *Give or take a few minutes, yes.*

Needless repetition of accusations by Duff creates needless repetition in rebuttal.

Proposed Order (same event)

"...impossible for Bauer to monitor and supervise students both inside and outside the gym."

False.

I was standing in the doorway to monitor students, by prior arrangement with the office.

(Phone calls verified by McAden in her Deposition)

McAden Deposition, page 122-123 (same event)

Q Okay. Do you have any phone records

0123

1 MARTEL - MCADEN (DIRECT EXAMINATION)

2 where Mr. Bauer would have been calling

3 Ms. Jurgenson and asked to have the doors open?

4 A I -- I don't have phone records, but

5 I'm -- I'm aware that -- that he called

The same Assistant principal did not understand what a Rest Wall was, and then took me away from my class (admitted in her deposition) --leaving them unsupervised. She then verbally abused my student. The crying student was a second grader, not fluent in English, who did not understand why he was told that following my class procedures was wrong.

The Assistant Principal admits that I defended the student. She thought that my defending the student and that my trying to explain the Rest Wall to her was being uncooperative.

Page 3, Quoted from Brockway Document

"Mr. Bauer interrupted the conversation saying the child did nothing wrong and that I (Brockway) did not understand how things worked in his class."

Her statement is correct. Her interpretation is wrong. Defending an innocent child who is being abused by an assistant principal is the right thing to do. Unfortunately, it has cost me dearly.

The child was at an assigned place--the Rest Wall. I was standing in the child's line of sight, in the doorway by prearranged permission from the office.

Security cameras would have confirmed that, but that data was withheld.

Page 16, Proposed Order

"...indicating that he would only come to the meeting if it were being held to reinstate him."

False. Bauer never "*indicated*" that.

Duff omits that Bauer wished to bring a witness to the meeting--preferably his attorney, George McMaster. Ms. Walton denied his request, after Moss has approved the request.

Bauer to Walton: *"Is this for reinstatement?"*

Walton to Bauer: *"No"*

Note: At first Ms. Walton refused to answer the question.

■ Attorney George McMaster writes several emails on his availability, and contact information.

Bauer: *"I am available anytime after today" (Recovering from conjunctivitis)*

Walton: *"If you would prefer I will place you on administrative leave without pay and then we can operate on your schedule and demands."*

Bauer: *I do not wish to be insubordinate, but I feel that I need my attorney George McMaster with me."*

Moss: *"You may bring whoever you would like."*

Walton: *"I will not be contacting your attorney."*

Page 16, Proposed Order

Duff: "The only claims of due process violations properly before this Court are those ruled upon by the Board in its May 19 Order."

Mr. Duff ignores the Board Hearing Transcript which, by law, is the only document listed for consideration at the COURT OF COMMON PLEAS. TEDA 480

Mr. Duff wrote and/or approved the Order, an order which was quite dishonest. The Board and the administration routinely violated both TEDA and Case Law. Unethically blocking the truth does not make it untrue.

Page 17, Proposed Order

"Here, Bauer willfully disobeyed orders from his superiors and in so doing, violated the District's rules requiring that employees act professionally."

Not true.

Mr. Bauer agreed to do everything asked of him and only asked clarification regarding the request for a second psychiatric opinion to comport with ADA, and the right to have a lawyer accompany him to a meeting.

There are eight (8) more pages to the proposed Order, but I will end this Detailed Document which I believe has already compelled a more nearly accurate and thoughtful Order.

Exhibit 14 Appeals Court (False Grade Book)

[illegible]

Day 1

Period Ending 12:00

Name	1st Week	2nd Week	3rd Week	4th Week	5th Week
3 rd Jefferson	1930	1258	921	1329	
Sherlin Celis Diaz	SK				
Alyssa Chisolm					
Jackson Crouch					
Jimmy Cruz	SK	A	SK	SK	NS
Natayezha Duncan					
Dequan Fray		a	90	a	
Kimberly Gomez					
Christopher Gutierrez		SK			
Enrique Hernandez					
Leslie Hernandez			PS		
Cooper Hess					
Gabriel Juarez		SK			SK
Jorge Lopez	SK				
Ronnie Maldonado			TO		
Sinaith Moreno			SK	a	
Joshua Navarrete		SK	SK		
Conner (c.j.) Peterson					
Ramon Ramirez		0			
Kamryn Rolon			SK	SK	SK
Jontu Singleton	a		TO		SK
Hannya Torres		SK			
Elaino, Bradburn				SK	

Best is ongo

Content

Skills

Test

2829

LAUREN LEE MARTEL, PC
ATTORNEY AT LAW
POST OFFICE DRAWER 23101
HILTON HEAD ISLAND, SOUTH CAROLINA 29925
Telephone: 843-785-2530

December 5, 2014

Shirley M. Fawley
Post Office Box 11367
Gervais Street, Suite 900
Columbia, South Carolina 29211

Grade Book
e MAIL

In Re: Case # SC Code of Laws Hearing 59-25-460

Dear Ms. Fawley:

This is to confirm the depositions of Jill McAden at 10am on December 16th and Mr. Jeff Moss at 2 pm December 16th in my office located at 202 B Dunmore Court Hilton Head Island, SC 29926. I have the Court reporter confirmed and set up for that day.

We also want to take the deposition of Anna Sampson and I will serve her but it will have to be on another day. We also will take the depositions of Alice Walton, Donald O. Clendaniel and Michele Brockway. These will likely be set in the New Year. I will try to get dates for us to have these completed and Discovery completed realistically.

For the purposes of planning a School Board Hearing, I will be out of the Country Feb 23-March 10th. Therefore, we can try to set a goal a February Hearing with the School board before my trip.

Mr. Bauer was previously provided by you documents set out in paragraphs number 1 & 2. In paragraph 3. Mr. Bauer was asked to provide Ms. McAden and Ms. Alice Walton with this grade book. He left it in their possession. As to paragraph 4 he has the computer binder and he will provide that to my office on Monday.

In addition we need the following :

1. Recording System- Did school administration record the meetings that I had with them and may I have copies of the recordings? -8/8
2. Did school officials check the records of my office Phone Caller ID for Nov 1?- 8/12
3. McMaster Agreement to Delay- I ask for true copy(ies) of any signed agreement(s) so that I will fully understand my obligations. - 7/8, 7/12, 8/2, 9/21
4. Maintenance Work Orders (Light fixture)-7/30
5. Maintenance Works Orders (AC, Mold, Mullen vs. the Beaufort County School District 7/30

~~EX-234~~

6. Cite a sentence-. If I were to cite a sentence from a letter from Fawley to me, do I need to place the letter in evidence? 7/27
7. Quorum How is Quorum defined by the Board?-7/27
8. Absent School Board Members- Can absent members vote? 7/27
9. Who were handwritten notes on provided copies of emails (in evidence file from Fawley) by McAden were intended for?- 7/16, 7/24,
10. Wayne Lawyer, maintenance tech , - contact info? 7/23
11. Bathroom Directive sent out to faculty by admin? Where is email?-7/23, 9/12
12. Motion to Reinstate- Did board consider, was vote taken? 7/6, 8/2
13. Reason for Rejection of Dr.Bloom Psychiatrist report - 5/28
14. PEBA In your letter dated July 22. You stated ".... That the district will maintain your health, vision and dental plans for August and September 2014."
Based on this information Mr. Bauer began filling out paperwork for COBRA. I call you PEBA today to ask a question and spoke with Latoya. Latoya said the same thing that you said that the termination was canceled and his benefits were reinstated. However, she said that Mr. Bauer did not need to fill out any paperwork until they receive a termination notice. Therefore my coverage continues indefinitely until PEBA receives a termination notice, and then Mr. Bauer will have 60 days to file. Provide documentation of benefits Mr. Bauer has received and under what reason he has benefits.
Provide documentation why Mr. Bauer has not been reimbursed his sick pay in 48 hours from his being let go by the School. Please consider this a request for his sick pay in full for 90 days.
Does this information coincide with what information have been told by the school district?
Does this mean that he was technically still an employee of Beaufort County School District?
15. Did you send board members the letters from supporters I sent you? 8/26
16. I requested a copy of the Hilton Head Island Elementary School Budget 9/24
17. Emails I sent to the South Carolina Department of Education 2012-2013 school year. 9/26
18. I am requesting all emails between myself and Eloise Murphy Special Education Teacher and Allana Metz 3rd grade teacher at Hilton Head Island Elementary during the 2013-2014 school year. 9/27 did not receive all of them
19. Reasons for being told to see a psychiatrist 4/30, 5/22, 5/25, 5/28, 6/7

~~EX-309~~

E MAIL

20. Explanation of HRS 16 ,Why Sick Leave applies to Administrative Leave, Why second opinion? 4/30, 5/22, 5/25, 5/28, 6/7

21. Why was no letter sent home to inform parents of my situation after I requested? Why did I get no response? 5/28, 5/29

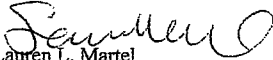
X 22. Why won't they unblock my access to my computer emails? 8/11, 8/13, 8/19

23. Emails from 2012 and 2013 I received some but not all 8/28/ 9/17, 9/25

24. FOIA Request for computer home remote access to all emails 6/23, 7/8 7/12, 10/27

25. The employee Badge scanner for the past 4 years of employment. Provide any time Mr. Bauer was late without cause.

Sincerely,


Lauren L. Martel

CC: Alden Bauer
Vernie L. Williams

EX-40

E MAILS
about 2/24/15

Mr. Duff,

I realize that Ms. Martel has just recently departed for Belize on her mission trip but I feel that time is critical now and I must communicate with you regarding serious issues.

RE: Walton's promise to send emails. (deposition)

✓ Ms. Walton promised to send all emails, possibly by disc, page 260. She estimated that there would be 6000 emails, page 259. She said that she would send all of them, page 260, line 13.

✓ She also testified that she could enable my computer to retrieve emails in three minutes, page 252, Line 17.

✓ These emails have not arrived. In order to find the specific exculpatory messages in time to process them by the deadline to close Discovery, I need them soon.

I am attaching to this email the witness list which was sent to Dr. Fawley and Mr. Williams on January 26.

In addition I am attaching the discovery items requested by Dr. Fawley and Mr. Williams that they originally requested on Thursday August 28, 2014 at my deposition and then again on Friday November 21 2014 in a certified letter to Ms. Lauren Martel.

1. Copies of all e-mails sent by Mr. Bauer to others at Hilton Head Island Elementary School ("HHIES") between December 16, 2013, and February 5, 2014, in which he expressed concerns about the cleanliness of the HHIES gymnasium.
2. A copy of an e-mail from Ms. McAden in which Mr. Bauer said his principal told Delila Mullen and him that "she did not require a SLED check [for Hannah Bishop's mother] because we were off campus in a public facility. She would have to have a SLED check if she's in the building."
3. Mr. Bauer's original 2013-14 gradebook, which he said was located at his home.
4. The 2013-14 "laminated folder-type thing" in which Mr. Bauer kept the names of his swimming students for attendance and grading purposes.

EX 40

Gradebook

The first two request listed above (Sled Emails, Gym Cleaning) were sent to Dr. Fawley and Mr. Williams on Wednesday, September 10, 2014 at 6:06 PM by myself from:

aldenbauer706@gmail.com

They were sent again on Monday January 26, 2015 3:01 PM by Lauren Martel via email and attachments.

What is interesting is that they have these emails already because I had to request the emails from Dr. Fawley and Mr. Williams. They provided them to me now I turned around and sent them back to them.

X
Y
In their letter dated February 23, 2015 the state"... We thank you for turning over on February 16 discovery items your client previously denied is not having in his possession." I never had them in my possession. The gradebook that was examined in the February 11 meeting with Ms. Walton and Ms. McAden are still in their possession. I just turned in an extra green gradebook that I was back in December beginning to fill out because the old one was getting torn apart. I eventually abandoned that idea. The "laminated folder type thing" had all my classes enclosed but they were taken out and kept by Ms. Walton and Ms. McAden They inadvertently left two classes so I turned them in when I recently discovered them.

In summary Ms. McAden or Ms. Walton has the attendance record book in question and all of my class rosters sheets that were included in my "laminated folder type thing" with the exception of two classes they inadvertently did not remove and I later discovered.

Finally I am enclosing my witness list again. My witness list was sent to Dr. Fawley and Mr. Williams on these dates previously. Yes they have changed but when you have waited as long as I have you begin to discover new witnesses and circumstances do change.

Thursday, July 10, 2014 6:07 PM via email to Fawley Williams

Monday, August 11, 2014 3:56 PM via email to Fawley Williams

Friday, August 22 2014 8:43 AM via email to Fawley Williams

Friday, September 12, 2014 1:09 PM via email to Fawley Williams

Saturday, November 8, 2014 10:54 AM via email from Martel to Fawley Williams

Thursday, January 15, 2014 4:41 PM via email from Martel to Fawley Williams

Tuesday, February 24, 2015 by email from Martel to Fawley Williams

Tuesday, February 24, 2015 by email from Bauer to Duff

----- Forwarded message -----

From: **McAden, Jill M** <jill.mcaden@beaufort.k12.sc.us>

Date: Tuesday, February 18, 2014

Subject:

To: John Bauer <jabpe23@gmail.com>

Thank you Alden – I have received this and Mrs. Walton has also.

From: John Bauer [<mailto:jabpe23@gmail.com>]

Sent: Monday, February 17, 2014 6:15 PM

To: McAden, Jill M

Subject: Re:

*PE Teacher Career Improvement
Plan for Alden Bauer
February 12, 2012*

Based on the recommendations of the administration of Hilton Head Island Elementary and representatives of the school district of Beaufort County here are the following improvement suggestions that I have developed.

Organization- Use the Power School software in my laptop computer to take class attendance/ roll for every class. At the very start of each class call each name out individually and look at child's face to improve my facial recognition. Keep computer on stage during class behinds curtains to protect from flying balls.

Using PBIS discipline forms rather than my own forms from this point forward when communicating with parents regarding a discipline issue.

Work with mentor teacher in developing strategies with time management Specifically, a plan to manage the following tasks

to be completed when not teaching: reading and responding to e-mails, returning parent phone calls, maintenance of physical education equipment such as inflating balls etc, working on IB planners, scope and sequence, entering Fitnessgram scores in the computer software program, copies made of student awards (Super Kid Award), 504's, student information sheets needed for IEP information, elks lodge hoop shoot contest organization, jump rope for heart organization when we are participating, filed day preparation, guest teachers, teacher cadets, student teachers, etc.

When an administrator requests a task to be completed, do not make a comment or state opinion.

Replace all posters on the wall with exactly what IBPYP specifications are indicated. Action cycle, PYP skills, learner profiles, etc. Use student made artwork. Replace word wall again and place in an area it will not be damage. (Replace twice this year.)

Facial recognition To help learn all the names of all 917 students I will take a group picture of all student in order of class roll and place in next to my computer when I am calling out attendance. Immediately place any confidential document in file cabinet.

Keep file cabinet locked at all times. Even though my office is locked at all times, maintenance workers clean and there could be sensitive documents. Students also will be using my office to use the bathroom and no sensitive documents should be accessible.

Take computer home with me every day at end of school day as I have done in the past.

When teaching swimming always get in the pool in order for students to understand my commands more clearly. It is hard for students to hear me either when I am standing 5 feet away or in pool 5 feet away due to the echo of the dome but demonstrating a skill as I speak will help comprehension.

When parents volunteer make sure a sled check is done on all of them. Contact Diane Jorgenson immediately when a parent wishes to help. This will ensure the safety of all students involved.

Do not let children use the hallway bathroom anymore. Have them use my office. Find out from admin what to do about students who have a medical need to get water frequently. I have several students who have written doctors instructions that classroom teacher has on file. The water fountain is also in the hallway. When getting water the student could also easily go to bathroom without my knowledge.

Outlook e-mail meeting invitations-Press the accept option immediately upon receiving the request.

Substitute Lesson Plans- Update lesson plans for the substitute teacher. Make sure that all updated attendance class rosters are placed in the folder. Place folder next to computer desk where it is easily visible and accessible.

Place all lesson plans on my desk for administrators to peruse at their convenience.

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

**BEAUFORT COUNTY BOARD OF EDUCATION
School Board Meeting Minutes
July 7, 2015
County Council Chamber**

Members Present

Mary Cordray, Vice Chairman
Laura Bush, Secretary

Evva Anderson
Joseph Dunkle
JoAnn Orischak
Michael Rivers

Earl Campbell
Geri Kinton
Bill Payne
Paul Roth

Member Absent

Bill Evans, Chairman

Mrs. Mary Cordray Bill Evans called the meeting to order at 5:05p.m. Mrs. Geri Kinton made the motion to go into Executive Session for the purpose of discussing a personnel and legal matter. The motion was seconded by Mr. Joseph Dunkle. The motion passed 6/0. Mrs. Evva Anderson, Mrs. Laura Bush, Mr. Earl Campbell, and Dr. Roth was absent from the vote. Mr. Bill Evans was absent from the meeting.

Mrs. Cordray called the meeting back into session at 6:05 p.m.

Action taken from Executive Session

Mrs. Laura Bush made the following motion: "Madam Vice Chair, in the matter of Employee A's employment dismissal appeal, I move the Board replace the current outside counsel representing it and the Superintendent with the law firm of Duff, White & Turner, effective July 8, 2015". The motion was seconded by Mrs. Geri Kinton. The motion passed 6/3/1. Mrs. Laura Bush, Mr. Earl Campbell, and Rev. Michael Rivers voted against. Dr. Paul Roth abstained.

Mrs. Laura Bush made the following motion: "Madam Vice Chair, I move the board accepts the Superintendent's recommendation to appoint Ms. Bee Auman Kates as principal of Lady's Island Middle School. The motion was seconded by Rev. Michael Rivers. The motion passed 10/0.

The Pledge of Allegiance was recited. Mr. Earl Campbell delivered the invocation and requested a moment of silence for the Charleston 9. Mrs. Cordray stated that the media was properly notified, and that Mr. Evans was out of town.

Mr. Earl Campbell made the motion to approve the agenda. Mrs. Evva Anderson requested the removal of the consent agenda item pertaining to the Student Services Committee's endorsement of the Student Code of Conduct. The motion was seconded by Mr. Bill Payne. The motion passed 10/0.

Under Points of Celebration, Dr. Moss made the following recognitions:

DUFF, WHITE & TURNER, L.L.C.

ATTORNEYS AND COUNSELORS AT LAW

DAVID T. DUFF
ANDREA E. WHITE
MEREDITH L. SEIBERT
JOSEPH P. UJAS
WILLIAM C. FREEMAN
DAVID N. LYON

POST OFFICE BOX 1406
COLUMBIA, SOUTH CAROLINA 29202
3700 FOREST DRIVE, SUITE 404
COLUMBIA, SOUTH CAROLINA 29204
WWW.DWTLLAWFIRM.COM

TELEPHONE
803 / 790-0603

FACSIMILE
803 / 790-0605

OF COUNSEL
M. JANE TURNER
LAURA COLLEMAN HART

sender's email address
dduff@dwtlawfirm.com

* CERTIFIED SPECIALIST IN BANK, FINANCIAL AND ESTATE LAW
* CERTIFIED ESTATE PLANNING AND ESTATE LITIGATION

July 13, 2015

VIA FACSIMILE & U.S. MAIL

The Honorable Jerri Ann Roseneau
Beaufort County Clerk of Court
P. O. Box 1128
Beaufort, SC 29901-1128

Re: John Alden Bauer III v. Jeffrey C. Moss, Ed.D.
C.A. No. 2015-CP-07-1343

2015 JUL 16 PM 3:04
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Dear Ms. Roseneau:

Please list the undersigned, David T. Duff and Duff, White & Turner, LLC, as lead counsel representing the Respondent/Defendant, Jeffrey C. Moss, Ed.D., in the above-referenced matter. Until further notice, please continue to list the three attorneys from the Childs & Halligan firm as also representing the Respondent/Defendant. As you are aware, at present there are two pending motions in this matter, the Motion to Dismiss on behalf of Respondent and the Notice of Motion for Emergency Temporary Relief on behalf of the Appellant/Plaintiff. Concerning the scheduling of any proceeding regarding either or both motions, kindly contact me on behalf of the Respondent/Defendant.

Thank you for your cooperation and assistance. Should you have any questions, please free to contact me.

Sincerely,

David T. Duff
David T. Duff

/dtr

- c: Vernie L. Williams, Esq. (via Electronic & U.S. Mail)
Shirley M. Fawley, Esq. (via Electronic & U.S. Mail)
Mary Allison Caudell, Esq. (via Electronic & U.S. Mail)
Lauren L. Martel, Esq. (via Electronic & U.S. Mail)
Drew H. Davis, Esq. (via Electronic & U.S. Mail)

271

From: George McMaster ghm@tmmlaw.net
Subject:
Date: April 21, 2015 at 5:12 PM
To: John Bauer jbauer2@sc.rr.com



I assisted John Alden Bauer, III, who was acting *pro se* with respect to certain matters regarding his employment at Hilton Head Elementary.

X In that regard, I sent a Preservation of Evidence letter on May 21, 2014, which requires the preservation of all data, in any form whether hard copy or by electronic communication, regarding Mr. Bauer's employment or any action regarding Mr. Bauer.

I was just informed as follows:

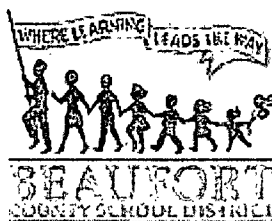
X that this data was not preserved;

that Dr. Jeffrey Moss in an email on July 3, claimed that I had asked for a delay to the hearing.

X X I did not make any request of any nature regarding any delay and, in fact, was no longer practicing law.

I am informed that Mr. Bauer and his father, Dr. Bauer, exchanged emails outlining their willingness to extend the deadline, as to avoid a conflict with July 4th, but by no more than 7 days.

George Hunter McMaster



February 7, 2014

VIA HAND DELIVERY, REGULAR U.S. MAIL AND
CERTIFIED RETURN RECEIPT REQUESTED

Mr. John Alden Bauer
5 Gumtree Road - E-11
Hilton Head, SC 29926

Dear Mr. Bauer:

The purpose of this letter is to summarize our discussion of February 5, 2014 in which I advised you that you were being placed on administrative leave with pay effective February 6, 2014. This action is being taken because of concerns of negligent actions with a student and unprofessional behavior toward administration at Hilton Head Elementary School.

A full inquiry regarding these claims will be conducted. I am unsure when this inquiry will be concluded; however, we will move forward as expeditiously as possible. In the meantime, you are not to return to Hilton Head Elementary School for any reason or to attend any school-related functions. Further, since it will be necessary for the administration to contact you as part of the inquiry, I ask that you remain available by telephone during normal school hours, between 7:00 am until 3:30 pm, while you are on administrative leave. As I understand it, your telephone number is 384-1505. Please contact me immediately if this contact number is incorrect.

Finally, you are not to have direct or indirect contact with any of your students or their parents while you are on administrative leave, and I encourage you not to contact Hilton Head Elementary School staff regarding this situation.

Very truly yours,

Alice W. Walton
Chief Administrative and Human Resources Officer

c: J. McAden

I acknowledge receipt of this letter.

John Alden Bauer

2/7/14
Date

Post Office Drawer 309
Beaufort County Courthouse, Beaufort, SC 29901



*Child, Adolescent & Adult Psychiatry
Board Certified in Psychiatry*

March 28, 2014

Re: John Bauer

To whom it concerns:

I saw John Bauer on March 28, 2014. We discussed his current situation and reviewed his job description. He takes his job very seriously and is very conscientious. His role as a Physical Education Instructor means the world to him and he values each student.

It is my medical opinion that John Bauer is indeed capable of performing the essential functions of his job and return to all of his duties as soon as possible.

Please do not hesitate to contact me on this matter if you require further assistance.

Best regards,

Laura Rosenbaum-Bloom, MD

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

John Alden Bauer III
Appellant

v.

Beaufort County School District
Respondent

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT
C.A. No.: 2015-CP-07-1343

AFFIDAVIT

From: Laura Rosenbaum-Bloom, MD

Subject: Incorrect Conclusion by Beaufort County Board of Education
regarding my evaluation of John Alden Bauer III.

The Board Order States (Page 8)

"Mr. Bauer missed the deadline he was given for submitting the physician's statement, but more importantly, the statement from a psychiatrist who had seen Dr. Bauer, indicated in a rather general manner only that Mr. Bauer was capable of performing the essential functions of his job, adding that he should be returned to his duties as soon as possible. Ms. Walton considered the psychiatrist's statement insufficient in providing adequate assurance that Mr. Bauer appreciated the importance of supervising students and recognized his failure in that regard."

Exhibit 24 (Appeals Court) R-B Affidavit

Mr. Bauer did not miss the deadline. The deadline was March 31: my evaluation was dated March 28. There was a problem with faxing to Human Resources. I faxed a copy to Jeffery Moss who apparently failed to forward it to Alice Walton

I was asked to generally assess Mr. Bauer's ability to return to his job, but I went beyond that (See attached marked as exhibits 45, 63 and 77)

The statement that Ms. Walton asserts that my statement was insufficient for Bauer's realizing the importance of his responsibilities is incorrect. Walton did not ask for that, nevertheless, I did address the subject by observing:

"He takes his job very seriously and is very conscientious. His role as a Physical Education Instructor means the world to him and he values each student."

Who ever wrote that paragraph in the Board Order has seriously misrepresented my professional judgment

Exhibit 24 (Appeals Court) R-B Affidavit

Laura Parsons - Sec. 11

Signature

The foregoing instrument was acknowledged by Laura Parsons who has placed
his/her signature on this instrument before me personally, and who is known to me or has produced
_____ as identification. And who did take an oath, this 2 day of
March 2022

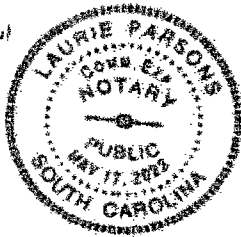
State of South Carolina

County of Beaufort

Notary Public Signature Laurie Parsons

My Commission Expires May 17, 2023

Seal



Gmail - Medical Request

Page 1 of 2



John Bauer <jabpe23@gmail.com>

Medical Request

2 messages

Walton, Alice W <Alice.Walton@beaufort.k12.sc.us>
To: "John Bauer (jabpe23@gmail.com)" <jabpe23@gmail.com>

Tue, Mar 25, 2014 at 9:12 AM

Alden,

I am requesting that you provide your physician a copy of your job description (attached) and that your doctor review it and submit a written statement to me on or before March 31, 2014, indicating whether she believes you are presently capable of performing the essential functions of your position, with or without reasonable accommodations.

If you have any questions, please don't hesitate to call.

Regards,

Alice W. Walton

Chief Administrative and Human Resources Officer

Beaufort County School District

843-322-2419 | Office

843-812-8374 | Mobile

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

*** Barracuda Networks scanned this email for viruses, vandals, and malicious content. ***

 PE Job Description.pdf
73K

<https://mail.google.com/mail/b/141/u/0/?ui=2&ik=40c56ad969&view=pt&q=Alice.Walton...> 2/27/2015

CHILDS & HALLIGAN

A PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

Kenneth L. Childs
William F. Halligan
Kathryn Long Mahoney
Allen D. Smith†
Shirley M. Fawley*
John M. Reagle**
Vernie L. Williams
Thomas K. Barlow**

The Tower at 1301 Gervais Street, Suite 900, Columbia, SC 29201
Post Office Box 11367, Columbia, SC 29211-1367

Telephone (803) 254-4035
Facsimile (803) 771-4422

Allison Aiken Hanna
Keith R. Powell***
Connie P. Jackson
Kimberly Kelley Blackburn
Jasmine Rogers Drain**
Dwayne T. Mazyck
Tyler R. Turner
Mary Allison Caudell

†Certified Specialist in Employment
and Labor Law
*Also admitted in District of Columbia
**Also admitted in North Carolina
***Also admitted in Missouri
**Also admitted in Georgia

March 18, 2015

Lauren Lee Martel, PC
Post Office Drawer 23101
Hilton Head Island, South Carolina 29925

Re: Jeffrey C. Moss, Ed.D. v. John Alden Bauer, III
S.C. Code of Laws § 59-25-460 Hearing

Dear Ms. Martel:

The information contained in this correspondence is in response to discovery requests that have either been made in writing or during the depositions of the administration's witnesses. As to requests made by you during the deposition of Superintendent Jeffrey Moss¹ and/or commitments made by us during the same on behalf of the Beaufort County School District ("District") administration, we respond as follows.

Pages 19-20 Names of the administrators charged with investigating allegations in the Phillip Shaw case

Reply: Acting Chief Human Resource Services and Administrative Officer Alice Walton, Chief Finance Officer Phyllis White, and Protective Services Coordinator Christopher Barrow

Pages 39-40 Dates and/or copies of any e-mails reflecting that Mr. Bauer refused to meet with the Superintendent

Reply: There were no scheduled dates for Mr. Bauer to meet solely with Dr. Moss; however, the Superintendent spoke by telephone on a number of occasions

¹ After Dr. Moss' deposition, by letter dated January 28, 2015, you stated what materials you recalled requesting during the Superintendent's deposition and asked for an additional piece of information, i.e., a "swim policy." There is no such District policy.

Lauren L. Martel, Esq.
March 18, 2015
Page 2

with your client and George McMaster requesting that Mr. Bauer meet with the administration. Nevertheless, your client repeatedly refused to comply with the administration's reasonable directive that he see a physician of the District's choosing, have the physician forward a copy of her findings to the Office of Human Resources, and subsequently meet with the District Office administration about the same. Accordingly, the Superintendent decided to move forward with a recommendation that Mr. Bauer be immediately terminated from employ.

Page 41 An "investigative report"

Reply When Dr. Moss testified there was no such document but instead said Mr. Bauer had been provided with notice of the charges against him, you requested "the entire written file of the entire investigation." The District reiterates that it has already provided all materials upon which the administration relied in support of the Superintendent's recommendation that your client be dismissed from employ. See initial response via letter dated July 10, 2014, which included enclosures, from the two of us to Mr. Bauer.

Page 42 A copy of Mr. Bauer's personnel file.

Reply We have already provided everything from his personnel file except such things as pre-employment data,² copies of Mr. Bauer's teaching credentials, copies of yearly employment contracts, copies of green cards from mailings, etc. Although of no relevance to the recommendation of dismissal, this material is being provided as a courtesy in accord with your discovery request. Please refer to Enclosure 1.

Page 70 "Full accounting from Phyllis White of everything that Mr. Bauer's been paid" for the past two years

Reply Please refer to Enclosure 2. We note that Mr. Bauer already has this information, which is contained on Direct Deposit Notifications that he received each pay period similar to all other District employees. The District protests your client continuing to demand information in discovery

² Employment references that Mr. Bauer waived a right to review are not included.

Lauren L. Martel, Esq.

March 18, 2015

Page 3

unrelated to the reasons for the Superintendent's recommendation that he be immediately terminated from employment.

Pages 133-138 A list of all professional development and educational conferences the Superintendent has attended since his employment with the District on July 1, 2013

Reply Please refer to Enclosure 3.

Page 148-149 Request for statistics on how many teachers have been placed on administrative leave during the time Dr. Moss has been Superintendent of the District

Reply Thirty-three teachers

We trust this is responsive to the requests for materials as made during Dr. Moss' deposition.

Sincerely,



Shirley M. Fawley, Ph.D.



Vernie L. Williams

/jav
Enclosures

c: David T. Duff, Esq. (w/out enclos.)

R4

File 157

No witness

Mon Apr 28, 2014, at 8:15 PM,
From: *Alice Walton*
To: *Alden Bauer*

Alden,

I will not be contacting your attorney. I will expect you in my office at 9:00am Tuesday, April 29. If you do not come to my requested meeting with you; I will consider it insubordination.

Further, I am forwarding this email to Dr. Moss. He will make all other personnel decisions regarding your employment and I will wait for his instructions.

Regards,

On Apr 28, 2014, at 8:31 PM,
"John Bauer" <jabpe23@gmail.com
<<mailto:jabpe23@gmail.com>>> wrote:

I do not wish to be insubordinate, but I feel that I need my attorney George McMaster with me. He is currently in Rock Hill on a case and I will be contacting him immediately. Please reschedule.

On Monday, April 28, 2014, Moss, Jeffrey
<Jeffrey.Moss@beaufort.k12.sc.us<<mailto:Jeffrey.Moss@beaufort.k12.sc.us>>> wrote:
Mr. Bauer,

As your employer and your status as paid leave I expect you to appear tomorrow at 9:00am to meet with Ms. Walton. You may bring whoever you would like with you. If you fail to appear I will consider your action as an act of insubordination.

Jeffrey C. Moss, Ed.D.
Superintendent
Beaufort County School District
2900 Mink Point Blvd<[x-apple-data-detectors://0/0](#)>
Beaufort, South Carolina 29901<[x-apple-data-detectors://0/0](#)>
[843-322-2326](tel:843-322-2326)<<tel:843-322-2326>>

TOMPKINS AND McMASTER, LLP

ATTORNEYS AND COUNSELORS AT LAW

1701 RICHLAND STREET (22501)

POST OFFICE BOX 7337

COLUMBIA, SOUTH CAROLINA 29203

TELEPHONE: (803) 709-4400

TELEFAX: (803) 253-2340

WWW.TOMPKINS-LAW.COM

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1908-1973
ELIZABETH HARRIDGE
1894-1976

**ALSO ADMITTED IN TEXAS

May 21, 2014

Via Courier

Ms Alice Walton
Chief Administrative and Human Resources Officer
2900 Mink Point Blvd
Beaufort, South Carolina 29902

RE: John Alden Bauer

Dear Ms. Walton

This Firm represents John Alden Bauer.

We have been involved in this matter for some time so I am fully aware of those efforts to create a file and a cause, as one does not exist, for the termination of Mr. Bauer.

This letter is to serve notice, as this matter should now be considered an issue arising related to pending or threatened litigation, and that all documentation or recordings of any nature, as set out herein below, should be preserved by the you, your office and those persons at the Hilton Head Island Elementary School or any other person with whom there has been any communication referring or relating to Mr. Bauer

 We advise, specifically, and put you on notice as to the preservation of, *inter alia*, all data, electronic data, including an not limited to archived electronic mail, documentation, wherever found, including but not limited to:

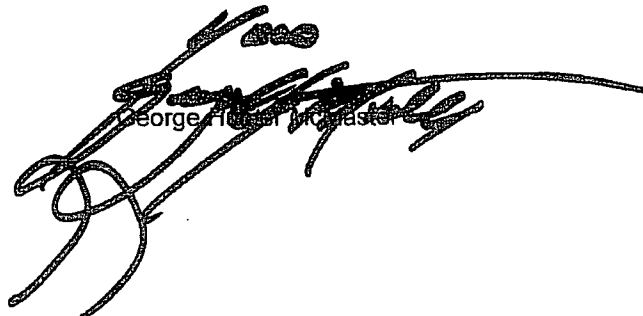
- a. Personal computers or those provided by the Beaufort County School District or Hilton Head Island Elementary School, servers, social media, storage media, laptops or personal data assistants: such as PalmPilot, Blackberry, or other Windows CE-based or Pocket PC devices or mobile phones, in whatever form (word processing documents, e-mail, text messages and voice mail);
- b. that, further, all such data should be preserved, and not deleted or destroyed, or should any attempt be made to destroy or delete any part of that data above described and, further, that those persons in your office or at the Hilton Head Island Elementary School, should maintain those devices, as applicable to this matter, which shall be regularly charged and, further, cease the regular use and rotation or reuse of those devices as described above until all relevant data can be copied from that form of storage available in the device now used by the you;

TOMPKINS AND McMASTER, LLP

your office, or the Hilton Head Island Elementary School, and, further,
you are to preserve a complete and verified copy of the files on back-up
tape, via printouts or pictures of texts of all electronic data as described
above.

I remain,

Cc;
John Alden Bauer
Via Courier
Jeffery C. Moss, Superintendent
Ms. Jill McAden, Principal


George H. McMaster

R10 Preserve

CHILDS & HALLIGAN

A PROFESSIONAL ASSOCIATION
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John M. Reagle**
Vernie L. Williams
Thomas K. Barlow**

The Tower at 1301 Gervais Street, Suite 900, Columbia, SC 29201
Post Office Box 11367, Columbia, SC 29211-1367

Telephone (803) 254-4035
Facsimile (803) 771-4422

June 26, 2014

Allison Aiken Hanna
Keith R. Powell***
Connie P. Jackson
Kimberly Kelley Blackburn
Jasmine Rogers Drain**
Dwayne T. Mazyck
Tyler R. Turner
Mary Allison Caudell

†Certified Specialist in Employment
and Labor Law
*Also admitted in District of Columbia
**Also admitted in North Carolina
***Also admitted in Missouri
**Also admitted in Georgia

VIA E-MAIL & UNITED STATES MAIL

George H. McMaster, Esq.
Tompkins & McMaster, LLP
Post Office Box 7337
Columbia, South Carolina 29202

Re: J. Alden Bauer

Dear George:

Initially, it was a pleasure having the opportunity to speak and get to know you this afternoon albeit by telephone. As mentioned, the administration of Beaufort County School District ("District") has asked this firm to represent it in the above-referenced matter.

X On May 21, 2014, you sent the District a litigation hold letter, which was received on May 22, 2014. We checked with the administration and have been assured that the staff has taken appropriate steps to preserve the data contained on District-owned computers and other electronic devices at the District level and at Hilton Head Island Elementary School, which are applicable to the matter involving your client.

Additionally, my law partner, Vernie Williams, and I thank you for agreeing to waive the fifteen-day statutory time period for conducting the evidentiary hearing before the Board of Education. A copy of all information in support of the Superintendent's recommendation that Mr. Bauer be dismissed from employ will be forwarded to your office next week.

Vernie and I shall plan to confer with you in more detail next month about the discovery process and/or a possible alternate resolution to the situation. In the interim, please do not hesitate to give us a call.

Sincerely,

On Nov 1, 2014, at 9:35 AM, Alden Bauer <aldenbauer706@gmail.com> wrote:

\Mr. Duff,

I just received your letter in the mail regarding procedures for the hearing. Thank you very much for responding .You answered many of my questions without the need for a conference call. I have asked whether my father cross-examining and an attorney present at the hearing many times over the last six months without an answer. You're the first to respond and answer those questions. I was not aware that my father could not cross examine, since he is not a certified lawyer. I am also not a certified lawyer, but I guess the law states that it is acceptable for a non-certified pro se plaintiff to cross examine.

Therefore, to get the ball rolling, I intend to participate in the conference call on November 4 at 6 PM along with my father. My phone number is 843-384-1506 and my fathers is 803-788-6973. I am meeting with Ms. Martel on Monday at noon and if she advises me to go a different route, I will let you know

Gmail - FW: failure notice

Page 2 of 10

MIME-Version: 1.0

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Content-Type: text/plain; charset=US-ASCII

Content-Transfer-Encoding: quoted-printable

George, all this may be nice, but it's not in an evidentiary form that is =
likely to be admitted. Maybe there is documentary evidence that has been =
exchanged that will address the issue and which can be entered. As I =
recall you are not on the witness lists that have been exchanged.

=5BDescription: Description: DWTw1=5D

David T. Duff

Duff, White & Turner, L.L.C.

P.O. Box 1486

Columbia, SC 29202

Ph.

Fax

Firm Website

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notify the sender immediately and delete all copies of the material.

From: George McMaster =5Bmailto:ghm=

=5D

Sent: Wednesday, April 22, 2015 4:57 PM

To: Dave Duff

Subject: Alden Bauer

Dear David:

Dr. Bauer asked me for assistance concerning his son John Alden Bauer, III =
=5BAlden=5D sometime in early May.

I assisted Alden, as a favor to his father.

Alden was acting pro se with respect to matters regarding his employment =
at Hilton Head Elementary.

In that regard, I sent a Preservation of Evidence letter on May 21, 2014, =
which requires the preservation of all data, in any form whether hard copy =
or by electronic data, regarding Alden's employment or any action =
regarding Alden Bauer.

I was just informed as follows:



Invoice Number Account Number Date Due Page

7039292716 913746590-00001 06/04/14 12 of 14

Detail for John Bauer : 843-384-1506

Voice, continued

Time	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5:05	3:51P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:06	3:55P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:06	3:59P	803-413-5101	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5:08	4:07P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	4:07P	803-413-5101	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5:08	4:09P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5:08	4:31P	803-788-6973	Peak		Hilton Head SC	Columbia SC	30	12.00	—	12.00
5:08	4:16P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	4:24P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
5:07	5:43A	803-703-6973	Peak		Hilton Head SC	Columbia SC	18	7.20	—	7.20
5:07	11:02A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5:07	11:04A	803-788-4439	Peak	Cellular	Hilton Head SC	Incoming CL	6	2.40	—	2.40
5:07	11:05A	803-788-6973	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5:07	11:29A	803-703-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:07	12:34P	843-384-6029	Peak	MDM	Hilton Head SC	Incoming CL	31	12.40	—	12.40
5:07	2:23P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5:07	2:27P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5:07	7:28P	803-788-6973	Peak		Hilton Head SC	Columbia SC	21	8.40	—	8.40
5:08	8:03A	803-788-4439	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	8:15A	803-788-4439	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
5:08	8:15A	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5:08	8:46A	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
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5:08	3:52P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5:08	4:03P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5:08	4:10P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	4:16P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
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5:08	6:45P	803-788-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	—	5.20
5:08	6:52P	803-788-6973	Peak		Hilton Head SC	Columbia SC	17	6.80	—	6.80
5:08	7:13P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
5:08	8:16P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5:08	8:31A	843-384-6000	Peak		Hilton Head SC	Edinburg SC	2	.80	—	.80
5:08	8:30A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	8:35A	803-788-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
5:08	4:05P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5:08	4:57P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5:08	5:00P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60



Invoice Number Account Number Date Due Page

47039292716 913746590-00001 06/04/14 11 of 14

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	AirTime Charges	Long Dist/ Other Chgs	Total
5/01	9:27P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	1	—	—	—
5/01	9:28P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	2	—	—	—
5/01	9:34P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	2	—	—	—
5/01	9:36P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	10	—	—	—
5/01	9:45P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	12	—	—	—
5/02	7:42A	803-788-6973	Peak		Hilton Head SC	Columbia SC	15	6.00	—	6.00
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5/02	8:09A	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/02	8:11A	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/02	8:24A	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
5/02	4:05P	803-413-5101	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/02	7:06P	803-788-6973	Peak		Hilton Head SC	Columbia SC	14	5.60	—	5.60
5/03	4:30P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	1	—	—	—
5/03	4:32P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	1	—	—	—
5/03	5:09P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	9	—	—	—
5/03	6:21P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	1	—	—	—
5/03	6:25P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	2	—	—	—
5/03	6:27P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	3	—	—	—
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5/04	7:00P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	5	—	—	—
5/04	7:05P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	2	—	—	—
5/04	7:06P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	6	—	—	—
5/04	7:24P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Incoming CL	8	—	—	—
5/04	7:34P	803-788-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	2	.80	—	.80
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5/05	2:41P	803-788-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
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5/05	7:00P	Unreachable	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
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5/06	9:35A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/06	9:37A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/06	9:51A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/06	10:25A	803-788-6973	Peak		Hilton Head SC	Incoming CL	10	4.00	—	4.00
5/06	11:09A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/06	11:18A	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	.40	—	.40
5/06	11:24A	803-788-6973	Peak		Hilton Head SC	Incoming CL	23	9.20	—	9.20
5/06	1:46P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/06	2:04P	803-413-5101	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
5/06	3:21P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/06	3:36P	803-413-5101	Peak		Hilton Head SC	Incoming CL	1	.40	—	.40



Invoice Number Account Number Date Due Page

7039292/16 913746590-00001 06/04/14 10 of 14

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charge	Long Dist/ Other Chgs	Total
4/29	2:12P	803-237-1514	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	2:13P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	2:15P	803-237-1514	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	2:45P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	2:47P	803-237-1514	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
4/29	2:50P	803-681-8412	Peak		Hilton Head SC	Hilton Head SC	12	12.00	—	12.00
4/29	3:27P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	3:29P	803-237-1514	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
4/29	5:24P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	6:53A	803-783-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
4/29	9:02A	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	9:04A	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	9:04A	803-783-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
4/29	9:15A	803-783-6973	Peak		Hilton Head SC	Incarnating CL	5	2.00	—	2.00
4/29	9:21A	803-783-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
4/29	9:55A	803-040-9300	Peak		Hilton Head SC	Tell-Free CL	5	3.50	—	3.50
4/29	1:53P	803-783-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	—	5.20
4/29	2:22P	803-783-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
4/29	3:03P	803-783-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
4/29	3:10P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	3:19P	803-783-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
4/29	3:28P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	3:57P	803-783-6973	Peak		Hilton Head SC	Incarnating CL	10	4.00	—	4.00
4/29	3:58P	803-783-6973	Peak		Hilton Head SC	Incarnating CL	2	.80	—	.80
4/29	3:59P	803-783-6973	Peak		Hilton Head SC	Incarnating CL	2	.80	—	.80
4/29	6:45P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	6:46P	803-783-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
4/29	5:00P	803-783-6973	Peak		Hilton Head SC	Columbia SC	15	6.00	—	6.00
4/29	6:08P	803-783-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
4/29	6:52P	803-783-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
4/29	7:11P	803-783-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
4/29	5:04P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
4/29	8:05P	803-783-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
4/29	8:12P	803-237-1514	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/01	7:51A	803-783-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
5/01	8:15A	803-783-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
5/01	10:51A	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/01	10:52A	803-237-1514	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/01	10:55A	803-237-1514	Peak		Hilton Head SC	Columbia SC	10	4.00	—	4.00
5/01	1:01P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/01	1:19P	803-783-6973	Peak		Hilton Head SC	Incarnating CL	5	2.00	—	2.00
5/01	2:59P	803-783-6973	Peak		Hilton Head SC	Columbia SC	14	5.60	—	5.60
5/01	5:17P	803-783-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/01	9:25P	803-783-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/01	9:26P	803-783-6973	On-Peak NEW		Hilton Head SC	Columbia SC	1	—	—	—



Invoice Number Account Number Date Due Page

7039292716 913746590-00001 06/04/14 9 of 14

Detail for John Bauer :: 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtime Charges	Long Dist./ Other Chgs	Total
4/27	8:55P	803-788-6973	Off-Peak NSW	NSW	Hilton Head SC	Columbia SC	25	---	---	---
4/27	9:22P	803-788-6973	Off-Peak NSW	NSW	Hilton Head SC	Columbia SC	17	---	---	---
4/28	9:06A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	28	13.40	---	13.40
4/28	9:34A	843-342-6000	Peak	Peak	Hilton Head SC	Ellenwood SC	2	.80	---	.80
4/28	10:24A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	3	1.20	---	1.20
4/28	10:27A	803-255-8373	Peak	Peak	Hilton Head SC	Columbia SC	2	.80	---	.80
4/28	10:36A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	10:53A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	10:38A	843-738-6973	Peak	Peak	Hilton Head SC	Hamming Ct.	1	.40	---	.40
4/28	10:40A	803-788-6973	Peak	Peak	Hilton Head SC	Hamming Ct.	4	1.60	---	1.60
4/28	10:51A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	11:14A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	5	2.00	---	2.00
4/28	12:40P	843-738-6973	Peak	Peak	Hilton Head SC	Hamming Ct.	6	2.40	---	2.40
4/28	12:46P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	12:54P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	12:54P	803-217-1514	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	12:55P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	12:55P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	1:04P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	1:22P	843-334-6073	Peak	NSW	Hilton Head SC	Hamming Ct.	9	3.60	---	3.60
4/28	1:30P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	6	2.40	---	2.40
4/28	2:43P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	2:50P	803-217-1514	Peak	Peak	Hilton Head SC	Columbia SC	2	.80	---	.80
4/28	2:50P	803-788-6973	Peak	Call Wait	Hilton Head SC	Hamming Ct.	5	2.00	---	2.00
4/28	6:20P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	7	2.80	---	2.80
4/28	8:05P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	7:01P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	5	2.00	---	2.00
4/28	7:05P	803-788-6973	Peak	Peak	Hilton Head SC	Hamming Ct.	2	.80	---	.80
4/28	7:19P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	9	3.60	---	3.60
4/28	7:22P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	2	.80	---	.80
4/28	7:29P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	7:36P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/28	7:41P	843-384-6209	Peak	NSW	Hilton Head SC	Hamming Ct.	3	1.20	---	1.20
4/28	7:42P	843-738-6973	Peak	NSW, Call Wait	Hilton Head SC	Hamming Ct.	15	6.00	---	6.00
4/28	8:19P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	6	2.40	---	2.40
4/28	8:22P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	3	1.20	---	1.20
4/28	8:29P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	2	.80	---	.80
4/28	8:31P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	4	1.60	---	1.60
4/28	8:52P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	7	2.80	---	2.80
4/28	9:01P	803-788-6973	Off-Peak NSW	NSW	Hilton Head SC	Columbia SC	6	---	---	---
4/29	8:11A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	1	.40	---	.40
4/29	8:12A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	10	4.00	---	4.00
4/29	8:36A	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	3	1.20	---	1.20
4/29	12:43P	803-788-6973	Peak	Peak	Hilton Head SC	Columbia SC	11	4.40	---	4.40
4/29	2:17P	803-217-1514	Peak	Peak	Hilton Head SC	Hamming Ct.	2	.80	---	.80



Invoice Number Account Number Date Due Page

7039292716 913746590-00001 06/04/14 8 of 14

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mins	Airtime Charges	Long Dist/ Other Chgs	Total
4/22	3:49P	803-738-0202	Peak	PlanAflow	Hilton Head SC	Hampton SC	1	---	---	---
4/22	4:51P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---
4/22	5:05P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	5:15P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Hampton SC	1	---	---	---
4/22	6:21P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	3	---	---	---
4/22	6:35P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	6:36P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	6:36P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---
4/22	6:45P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	8:40P	803-738-0203	Off-Peak	NAT	Hilton Head SC	Columbia SC	2	---	---	---
4/23	8:11A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	8:16A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	8:26A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	4	---	---	---
4/23	8:31A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	9	---	---	---
4/23	8:52A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	11:56A	843-384-6020	Peak	PlanAflow/MQM	Hilton Head SC	Hampton SC	4	---	---	---
4/23	10:04A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	10:12A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Hampton SC	4	---	---	---
4/23	10:43A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	12:47A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Hampton SC	2	---	---	---
4/23	1:43P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/23	1:44P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	4	---	---	---
4/23	1:54P	803-738-0203	Peak	PlanAflow/PlanAflow	Hilton Head SC	Hampton SC	7	2.00	---	2.00
4/23	4:48P	843-384-6020	Peak	PlanAflow	Hilton Head SC	Hampton SC	1	.40	---	.40
4/23	3:04P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	.40	---	.40
4/24	7:21A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	11	4.40	---	4.40
4/24	11:34A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	5	2.00	---	2.00
4/24	10:52A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	13	5.20	---	5.20
4/24	11:03A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	4	1.60	---	1.60
4/24	11:26A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	.80	---	.80
4/24	2:04P	843-384-6020	Peak	PlanAflow	Hilton Head SC	Hampton SC	5	1.20	---	1.20
4/24	5:05P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	11	4.40	---	4.40
4/24	5:17P	843-384-6020	Peak	MQM/CallWait	Hilton Head SC	Hampton SC	10	4.00	---	4.00
4/24	5:06P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	10	4.00	---	4.00
4/25	8:01A	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	8	2.40	---	2.40
4/25	4:43P	843-384-6020	Peak	MQM	Hilton Head SC	Hampton SC	15	7.00	---	7.00
4/25	5:02P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	.80	---	.80
4/25	5:42P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	.40	---	.40
4/25	6:03P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	.80	---	.80
4/25	6:16P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	.80	---	.80
4/25	6:35P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	5	2.00	---	2.00
4/25	6:47P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	5	2.00	---	2.00
4/25	7:15P	803-738-0203	Peak	PlanAflow	Hilton Head SC	Columbia SC	6	2.40	---	2.40
4/26	3:42A	803-738-0203	Off-Peak	NAT	Hilton Head SC	Columbia SC	6	---	---	---
4/26	1:03P	803-738-0203	Off-Peak	NAT	Hilton Head SC	Columbia SC	13	---	---	---



Invoice Number Account Number Date Due Page

7039292716 913746590-00001 06/04/14 7 of 14

Detail for John Bauer :: 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/15	4:11P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/16	7:03P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	2	---	---	---
4/16	7:05P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	2	---	---	---
4/16	7:05P	804-703-0202	Peak	PlanFlow	Hilton Head SC	Indian SC	1	---	---	---
4/17	7:25P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/17	7:30P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/17	8:00P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	6	---	---	---
4/17	8:06P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	2	---	---	---
4/18	11:42A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	5	---	---	---
4/18	12:06P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/18	12:57P	803-343-0380	Peak	PlanFlow	Hilton Head SC	Toll-Free DL	5	---	---	---
4/18	1:27P	Unavailable	Peak	PlanFlow	Hilton Head SC	Incoming CL	1	---	---	---
4/18	1:25P	Unavailable	Peak	PlanFlow	Hilton Head SC	Incoming CL	1	---	---	---
4/18	4:55P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	4	---	---	---
4/18	6:02P	803-343-0380	Peak	PlanFlow	Hilton Head SC	Toll-Free DL	4	---	---	---
4/19	12:56P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/19	12:56P	803-237-1514	Off-Peak	N&W	Hilton Head SC	Columbia SC	4	---	---	---
4/20	6:31P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	---	---	---
4/20	6:44P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/20	6:47P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	---	---	---
4/20	6:53P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/20	6:55P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
4/21	6:51A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	12	---	---	---
4/21	7:16A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/21	11:07A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	11:28A	803-237-1514	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	11:23A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	3:37P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	3:38P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	3:43P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/21	3:57P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/21	10:24P	803-783-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	5	---	---	---
4/22	8:11A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/22	8:14A	843-522-2309	Peak	PlanFlow	Hilton Head SC	Beaufort SC	3	---	---	---
4/22	8:11A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	2	---	---	---
4/22	8:23A	803-791-4492	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/22	8:25A	803-255-3373	Peak	PlanFlow	Hilton Head SC	Columbia SC	2	---	---	---
4/22	8:25A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/22	8:35A	843-354-8029	Peak	PlanFlow	Hilton Head SC	Wiltonhead SC	5	---	---	---
4/22	8:41A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	3	---	---	---
4/22	11:46A	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	11:41A	803-255-3373	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	1:03P	803-255-3373	Peak	PlanFlow	Hilton Head SC	Columbia SC	1	---	---	---
4/22	1:04P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	6	---	---	---
4/22	3:40P	803-783-6973	Peak	PlanFlow	Hilton Head SC	Columbia SC	10	---	---	---



Invoice Number Account Number Date Due Page
 7051944564 913746580-00001 07/04/14 8 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airline Charges	Long Dist/ Other Chgs	Total
5/21	8:27P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	2	.80	—	.80
5/21	8:41P	704-930-4060	Peak	M2M	Hilton Head SC	Charlotte NC	13	5.20	—	5.20
5/21	6:54P	803-738-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/21	6:59P	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/22	8:25A	843-334-6079	Peak	M2M	Hilton Head SC	Hatfield SC	3	1.20	—	1.20
5/22	9:04A	803-738-6973	Peak		Hilton Head SC	Columbia SC	19	7.60	—	7.60
5/22	11:33A	803-738-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/22	11:39A	803-217-1514	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/22	12:53P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	7	2.80	—	2.80
5/22	1:04P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	3	1.20	—	1.20
5/22	1:24P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	12	4.80	—	4.80
5/22	2:05P	803-738-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/22	3:02P	803-738-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/22	3:16P	803-738-6973	Peak		Hilton Head SC	Columbia SC	8	3.20	—	3.20
5/22	3:36P	803-738-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/22	3:44P	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/22	4:25P	803-738-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/22	4:25P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	1	.40	—	.40
5/22	4:46P	803-738-6973	Peak		Hilton Head SC	Columbia SC	30	12.00	—	12.00
5/22	6:16P	803-738-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/22	8:04P	803-738-6973	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
5/22	10:08P	803-738-6973	Off-Peak	M2M	Hilton Head SC	Columbia SC	8	—	—	—
5/23	7:44A	803-738-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/23	10:02A	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/23	10:13A	803-738-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
5/23	11:04A	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/23	12:12P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	6	2.40	—	2.40
5/23	12:40P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	9	3.60	—	3.60
5/23	2:40P	803-738-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
5/23	2:53P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	6	2.40	—	2.40
5/23	3:00P	803-738-6973	Peak		Hilton Head SC	Incarnating CL	16	6.40	—	6.40
5/23	5:51P	803-738-6973	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/23	6:04P	803-738-6973	Peak		Hilton Head SC	Columbia SC	8	3.20	—	3.20
5/23	6:13P	803-738-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
5/23	6:23P	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/24	5:29A	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	8	—	—	—
5/24	9:17A	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	9	—	—	—
5/24	12:04P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	4	—	—	—
5/24	12:46P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Incarnating CL	15	—	—	—
5/24	1:25P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	10	—	—	—
5/24	4:04P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	8	—	—	—
5/24	5:51P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	2	—	—	—
5/25	12:45P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Incarnating CL	6	—	—	—
5/25	3:54P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	7	—	—	—
5/25	4:07P	803-738-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	5	—	—	—



Invoice Number Account Number Date Due Page
7051944564 913746590-00001 07/04/14 9 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtel Charges	Long Dist/ Other Chgs	Total
5/25	5:50P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	4	—	—	—
5/25	6:15P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	—	—	—
5/25	6:31P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	—	—	—
5/26	7:56A	803-788-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	—	5.20
5/26	11:32A	803-788-6973	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/26	12:16P	843-384-6029	Peak	MCN	Hilton Head SC	Hilton Head SC	13	5.20	—	5.20
5/26	3:04P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/26	5:11P	803-788-6973	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
5/27	7:37A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/27	8:45A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/27	12:02P	843-384-6029	Peak	MCN	Hilton Head SC	Incoming CL	4	1.60	—	1.60
5/27	12:05P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/27	12:07P	843-384-6029	Peak	MCN,CallWait	Hilton Head SC	Incoming CL	1	.40	—	.40
5/27	12:08P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/27	12:10P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/27	12:12P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/27	1:26P	843-384-6029	Peak	MCN	Hilton Head SC	Incoming CL	8	3.20	—	3.20
5/27	1:33P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/27	2:34P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/27	2:40P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/27	4:00P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/27	4:10P	803-788-6973	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
5/27	4:19P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/27	4:20P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/27	5:21P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/27	5:24P	803-788-6973	Peak		Hilton Head SC	Incoming CL	6	2.40	—	2.40
5/27	6:38P	803-788-6973	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/27	7:01P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/27	8:14P	843-384-6029	Peak	MCN	Hilton Head SC	Incoming CL	17	6.80	—	6.80
5/28	6:25A	803-788-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
5/28	8:32A	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/28	12:04P	803-788-6973	Peak		Hilton Head SC	Columbia SC	17	6.80	—	6.80
5/28	1:40P	803-788-6973	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
5/28	2:53P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/28	3:30P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
5/28	3:43P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/28	3:45P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/28	4:05P	803-788-6973	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/28	4:23P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/28	5:28P	803-788-6973	Peak		Hilton Head SC	Columbia SC	10	4.00	—	4.00
5/28	5:42P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/28	5:52P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/28	6:02P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
5/28	6:12P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
5/28	6:28P	803-788-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80



Invoice Number Account Number Date Due Page
 7n51944564 913746590-00001 07/04/14 10 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/23	6:56P	803-786-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/23	7:07P	803-738-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
5/23	7:14P	803-786-6973	Peak		Hilton Head SC	Columbia SC	5	1.70	—	1.70
5/23	7:35P	803-703-0573	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
5/23	7:54P	803-738-6973	Peak		Hilton Head SC	Columbia SC	16	6.40	—	6.40
5/23	9:06P	803-786-6973	Off-Peak	NM	Hilton Head SC	Incoming CL	2	—	—	—
5/23	9:10P	803-786-6973	Off-Peak	NM	Hilton Head SC	Columbia SC	3	—	—	—
5/23	7:57A	803-786-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	7:54A	803-738-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	—	1.60
5/23	12:11A	803-703-0573	Peak		Hilton Head SC	Incoming CL	15	6.00	—	6.00
5/23	1:23P	803-703-0573	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/23	2:18P	803-786-6973	Peak		Hilton Head SC	Incoming CL	5	2.00	—	2.00
5/23	2:53P	803-738-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	2:56P	803-738-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	3:03P	803-703-0573	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/23	3:47P	803-786-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/23	4:15P	803-738-6973	Peak		Hilton Head SC	Incoming CL	6	2.40	—	2.40
5/23	4:20P	843-384-1506	Peak	NM	Hilton Head SC	Hiltonhead SC	1	.40	—	.40
5/23	4:25P	803-703-0573	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	4:26P	803-786-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	4:28P	803-703-0573	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	4:30P	803-703-0573	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/23	4:42P	843-384-1506	Peak	NM	Hilton Head SC	Hiltonhead SC	17	6.80	—	6.80
5/23	5:00P	803-703-0573	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
5/23	5:10P	843-342-6000	Peak		Hilton Head SC	Hiltonhead SC	1	.40	—	.40
5/23	5:11P	843-342-6000	Peak		Hilton Head SC	Hiltonhead SC	2	.80	—	.80
5/23	5:13P	843-298-2525	Peak		Hilton Head SC	Hiltonhead SC	2	.80	—	.80
5/23	6:31P	803-703-0573	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	6:43P	803-786-6973	Peak		Hilton Head SC	Incoming CL	11	4.40	—	4.40
5/23	7:14P	803-703-0573	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/23	7:29P	803-703-0573	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
5/23	7:30P	803-703-0573	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	7:35P	803-786-6973	Peak		Hilton Head SC	Incoming CL	1	.40	—	.40
5/23	7:41P	843-298-2525	Peak		Hilton Head SC	Incoming CL	15	6.00	—	6.00
5/23	7:55P	803-703-0573	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
5/23	8:01P	803-738-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
5/23	8:05P	803-738-6973	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
5/23	8:13P	803-786-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
5/23	8:17A	803-786-6973	Peak		Hilton Head SC	Columbia SC	16	6.40	—	6.40
5/23	10:22A	803-786-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	11:15A	803-738-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	—	1.60
5/23	11:27A	803-703-0573	Peak		Hilton Head SC	Columbia SC	11	4.40	—	4.40
5/23	11:44A	803-786-6973	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
5/23	12:07P	803-786-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
5/23	12:07P	803-737-1514	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80



Invoice Number Account Number Date Due Page
 7061944564 913746590-00001 07/04/14 11 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist./ Other Chgs	Total
5/30	12:56P	803-788-4499	Peak		Hilton Head SC	Columbia SC	2	.80	---	.80
5/30	12:03P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/30	12:25P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/30	12:28P	843-255-3373	Peak		Hilton Head SC	Beaufort SC	1	.40	---	.40
5/30	12:29P	843-255-3373	Peak		Hilton Head SC	Beaufort SC	1	.40	---	.40
5/30	12:29P	843-255-3373	Peak		Hilton Head SC	Beaufort SC	1	.40	---	.40
5/30	12:31P	803-788-6973	Peak		Hilton Head SC	Beaufort SC	1	.40	---	.40
5/30	12:31P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	---	.40
5/30	12:50P	803-788-6973	Peak		Hilton Head SC	Beaufort SC	9	3.60	---	3.60
5/30	1:20P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	---	1.60
5/30	1:23P	803-788-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	---	5.20
5/30	3:31P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	---	1.60
5/30	3:40P	803-788-6973	Peak		Hilton Head SC	Beaufort SC	14	5.60	---	5.60
5/30	4:11P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	---	.80
5/30	4:15P	843-342-2138	Peak		Hilton Head SC	Beaufort SC	2	.80	---	.80
5/30	5:20P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	---	2.00
5/30	5:37P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	---	1.60
5/30	5:41P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	---	.40
5/30	5:43P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/30	5:47P	803-788-6973	Peak		Hilton Head SC	Columbia SC	14	5.60	---	5.60
5/30	7:41P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/30	7:45P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	---	.40
5/31	8:03A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	17	---	---	---
5/31	8:28A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	4	---	---	---
5/31	11:13A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Beaufort SC	17	---	---	---
5/31	1:01P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	18	---	---	---
5/31	1:39P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
5/31	1:45P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
5/31	1:50P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Beaufort SC	1	---	---	---
5/31	1:53P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
5/31	2:05P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	7	---	---	---
5/31	6:29P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	6	---	---	---
5/31	6:47P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	7	---	---	---
5/31	7:21P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	7	---	---	---
6/01	9:53A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
6/01	9:59A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Beaufort SC	28	---	---	---
6/01	12:00P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
6/01	12:15P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
6/01	1:50P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	---	---	---
6/01	1:55P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Beaufort SC	5	---	---	---
6/01	2:05P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Beaufort SC	2	---	---	---
6/01	2:25P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	3	---	---	---
6/01	2:30P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	4	---	---	---
6/01	2:35P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
6/01	2:45P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	6	---	---	---



Invoice Number Account Number Date Due Page
 7051944564 9137465590-00001 07/04/14 12 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mins.	Airtime Charges	Long Dist/ Other Chgs	Total
6/01	3:15P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	2	—	—	—
6/01	3:15P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Incoming CL	5	—	—	—
6/01	4:07P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	5	—	—	—
6/01	6:05P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	7	—	—	—
6/01	7:24P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	4	—	—	—
6/01	7:41P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	2	—	—	—
6/01	7:41P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	4	—	—	—
6/01	7:57P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	1	—	—	—
6/01	8:06P	803-788-6973	Off-Peak	N2W	Hilton Head SC	Columbia SC	2	—	—	—
6/02	8:18A	843-384-6009	Peak	M2M	Hilton Head SC	Incoming CL	24	9.60	—	9.60
6/02	8:41A	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/02	8:58A	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/02	9:28A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	9:28A	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/02	11:42A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	12:44P	803-788-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
6/02	1:36P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/02	1:21P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	2:00P	803-788-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	—	1.60
6/02	2:33P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/02	2:15P	803-788-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	—	1.60
6/02	2:27P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/02	2:51P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/02	3:04P	803-788-6973	Peak		Hilton Head SC	Incoming CL	5	2.00	—	2.00
6/02	3:14P	803-788-6973	Peak		Hilton Head SC	Incoming CL	11	4.40	—	4.40
6/02	3:25P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	3:37P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	5:14P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	5:32P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	5:58P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
6/02	6:03P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/02	6:03P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/02	6:09A	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/02	8:46A	843-384-6009	Peak	M2M	Hilton Head SC	Edinburgh SC	5	2.00	—	2.00
6/02	11:42A	803-788-6973	Peak		Hilton Head SC	Columbia SC	19	7.60	—	7.60
6/02	12:21P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/02	12:44P	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/02	1:00P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/02	1:22P	843-384-6009	Peak	M2M	Hilton Head SC	Incoming CL	11	4.40	—	4.40
6/02	3:37P	803-788-6973	Peak		Hilton Head SC	Incoming CL	5	2.00	—	2.00
6/02	5:14P	803-788-6973	Peak		Hilton Head SC	Columbia SC	32	12.80	—	12.80
6/02	6:40P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	7:04P	803-788-6973	Peak		Hilton Head SC	Incoming CL	16	6.40	—	6.40
6/02	7:25P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/02	7:42P	803-788-6973	Peak		Hilton Head SC	Columbia SC	15	6.00	—	6.00



Invoice Number Account Number Date Due Page
 7051944564 913746590-00001 07/04/14 13 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/04	7:53A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	4	1.60	—	1.60
6/04	8:02A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/04	8:37A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	7	2.80	—	2.80
6/04	9:48A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	2	.80	—	.80
6/04	10:02A	803-788-6973	Peak		Hilton Hse SC	Incoming CL	3	1.20	—	1.20
6/04	10:05A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	2	.60	—	.60
6/04	10:58A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/04	12:25P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	1	.40	—	.40
6/04	12:31P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	2	.80	—	.80
6/04	2:11P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/04	2:17P	803-788-6973	Peak		Hilton Hse SC	Incoming CL	2	.80	—	.80
6/04	2:30P	803-788-6973	Peak		Hilton Hse SC	Incoming CL	2	.80	—	.80
6/04	4:38P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	8	3.20	—	3.20
6/04	4:56P	803-788-6973	Peak		Hilton Hse SC	Incoming CL	5	2.00	—	2.00
6/04	5:01P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	5	2.00	—	2.00
6/04	5:31P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/04	5:41P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/04	7:22P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	1	.40	—	.40
6/04	7:23P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	1	.40	—	.40
6/04	7:23P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	2	.80	—	.80
6/04	7:43P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	7	2.80	—	2.80
6/04	7:58P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	4	1.60	—	1.60
6/04	8:02P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	5	2.00	—	2.00
6/04	9:21P	803-788-6973	Off-Peak N/W		Hilton Hse SC	Columbia SC	4	—	—	—
6/04	9:29P	803-788-6973	Off-Peak N/W		Hilton Hse SC	Columbia SC	3	—	—	—
6/05	7:50A	843-384-1506	Peak		Hilton Hse SC	Hiltonhead SC	3	1.20	—	1.20
6/05	8:14A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	8	3.20	—	3.20
6/05	8:23A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/05	9:39A	803-788-6973	Peak		Hilton Hse SC	Incoming CL	2	.60	—	.60
6/05	9:43A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	12	4.80	—	4.80
6/05	9:51A	843-384-1506	Peak	MOBILE	Hilton Hse SC	Incoming CL	1	.40	—	.40
6/05	9:59A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	5	2.00	—	2.00
6/05	10:02A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	2	.80	—	.80
6/05	10:10A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/05	10:13A	843-384-1506	Peak	MOBILE	Hilton Hse SC	Hiltonhead SC	13	7.20	—	7.20
6/05	10:17A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	4	1.60	—	1.60
6/05	11:33A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	9	3.60	—	3.60
6/05	11:50A	803-788-6973	Peak		Hilton Hse SC	Columbia SC	6	2.40	—	2.40
6/05	12:10P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	6	2.40	—	2.40
6/05	1:35P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	3	1.20	—	1.20
6/05	3:14P	843-384-1506	Peak		Hilton Hse SC	Incoming CL	1	.40	—	.40
6/05	3:17P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	13	5.20	—	5.20
6/05	3:47P	803-788-6973	Peak		Hilton Hse SC	Incoming CL	9	3.60	—	3.60
6/05	4:22P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	8	3.20	—	3.20
6/05	4:30P	803-788-6973	Peak		Hilton Hse SC	Columbia SC	5	2.00	—	2.00



Invoice Number Account Number Date Due Page
 7051944564 913746590-00001 07/04/14 14 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/03	4:42P	803-788-6973	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
6/03	4:46P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/03	5:00P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/03	5:12P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/03	5:20P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
6/03	5:33P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/03	6:11P	803-788-6973	Peak		Hilton Head SC	Incoming CL	2	.80	—	.80
6/03	6:30P	803-788-6973	Peak		Hilton Head SC	Incoming CL	1	.40	—	.40
6/03	6:47P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/03	7:15P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/03	7:43P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/03	9:13A	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	—	1.60
6/06	9:17A	803-788-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	—	5.20
6/06	9:36A	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/06	9:58A	803-788-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	—	1.60
6/06	9:51A	704-780-4171	Peak		Hilton Head SC	Incoming CL	1	.40	—	.40
6/06	1:01P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/06	1:19P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/06	1:29P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.40	—	.40
6/06	2:27P	803-788-6973	Peak		Hilton Head SC	Columbia SC	6	2.40	—	2.40
6/06	2:45P	803-788-6973	Peak		Hilton Head SC	Columbia SC	12	4.80	—	4.80
6/06	5:12P	803-788-6973	Peak		Hilton Head SC	Columbia SC	7	2.80	—	2.80
6/06	5:23P	803-777-6553	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/06	5:53P	803-788-6973	Peak		Hilton Head SC	Columbia SC	9	3.60	—	3.60
6/06	6:14P	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00
6/06	6:29P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.80	—	.80
6/06	6:45P	803-788-6973	Peak		Hilton Head SC	Incoming CL	3	1.20	—	1.20
6/06	7:54P	803-788-6973	Peak		Hilton Head SC	Incoming CL	15	6.00	—	6.00
6/06	8:53P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	—	1.20
6/07	5:51A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	8	—	—	—
6/07	7:52A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	3	—	—	—
6/07	7:54A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	9	—	—	—
6/07	8:17A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	8:30A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	2	—	—	—
6/07	11:05A	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	11:07A	803-737-1514	Off-Peak	NW	Hilton Head SC	Columbia SC	5	—	—	—
6/07	3:11P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	3:25P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	3:52P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	4:40P	803-788-6973	Off-Peak	NW	Hilton Head SC	Incoming CL	7	—	—	—
6/07	6:23P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	8	—	—	—
6/07	8:45P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	2	—	—	—
6/07	7:12P	803-788-6973	Off-Peak	NW	Hilton Head SC	Columbia SC	1	—	—	—
6/07	7:15P	803-788-6973	Off-Peak	NW	Hilton Head SC	Incoming CL	4	—	—	—
6/07	8:04P	803-788-6973	Off-Peak	NW	Hilton Head SC	Incoming CL	9	—	—	—



Invoice Number Account Number Date Due Page

7039292715 913746590-00000 06/04/14 6 of 14

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charge	Long Dist/ Other Chgs	Total
4/11	7:51A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---
4/11	1:23P	803-255-0373	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/11	1:24P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/11	3:21P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/11	3:22P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/11	5:32P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Tramming CL	9	---	---	---
4/11	9:38P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	9	---	---	---
4/11	9:05P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/12	0:15A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	13	---	---	---
4/12	1:57P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	1:08P	803-255-0373	Off-Peak	N&W	Hilton Head SC	Columbia SC	13	---	---	---
4/12	1:41P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	10	---	---	---
4/12	1:51P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	1:51P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	1:51P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	4:12P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	6:14P	803-255-0373	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	6:24P	843-384-6029	Off-Peak	N&W, M2M	Hilton Head SC	Hiltonhead SC	5	---	---	---
4/12	6:30P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	6	---	---	---
4/12	4:35P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	4:36P	803-255-0373	Off-Peak	N&W	Hilton Head SC	Columbia SC	1	---	---	---
4/12	4:37P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
4/12	5:28P	803-255-0373	Off-Peak	N&W	Hilton Head SC	Columbia SC	4	---	---	---
4/12	10:44P	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	2	---	---	---
4/13	9:14A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	5	---	---	---
4/13	9:45A	803-788-6973	Off-Peak	N&W	Hilton Head SC	Columbia SC	10	---	---	---
4/13	5:00P	803-384-6029	Off-Peak	N&W, M2M	Hilton Head SC	Hiltonhead SC	2	---	---	---
4/13	5:21P	843-384-6029	Off-Peak	N&W, M2M	Hilton Head SC	Hiltonhead SC	22	---	---	---
4/13	6:05P	Unassigned	Off-Peak	N&W	Hilton Head SC	Tramming CL	2	---	---	---
4/14	9:17A	843-681-1919	Peak	PlanAflow	Hilton Head SC	Hiltonhead SC	1	---	---	---
4/14	9:22A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---
4/14	9:25A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/14	9:40A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	15	---	---	---
4/14	12:51P	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	3	---	---	---
4/14	2:33P	843-342-4000	Peak	PlanAflow	Hilton Head SC	Hiltonhead SC	2	---	---	---
4/15	9:03A	843-681-1919	Peak	PlanAflow	Hilton Head SC	Hiltonhead SC	1	---	---	---
4/15	9:54A	843-681-1919	Peak	PlanAflow	Hilton Head SC	Hiltonhead SC	1	---	---	---
4/15	12:30P	843-700-0202	Peak	PlanAflow	Hilton Head SC	Tramming CL	1	---	---	---
4/15	4:40P	843-742-6000	Peak	PlanAflow	Hilton Head SC	Hiltonhead SC	2	---	---	---
4/16	9:21A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	1	---	---	---
4/16	10:11A	843-322-2300	Peak	PlanAflow	Hilton Head SC	Beaufort SC	1	---	---	---
4/16	10:12A	843-322-0714	Peak	PlanAflow	Hilton Head SC	Beaufort SC	1	---	---	---
4/16	10:28A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	10	---	---	---
4/16	10:29A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---
4/16	10:45A	803-788-6973	Peak	PlanAflow	Hilton Head SC	Columbia SC	2	---	---	---



Invoice Number Account Number Date Due Page

7039292716 913746590-00001 06/04/14 13 of 14

Detail for John Bauer :: 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airline Charges	Long Dist/ Other Chgs	Total
5/05	5:33P	803-750-0573	Peak		Hilton Head SC	Columbia SC	10	4.00	—	4.00
5/09	6:40P	843-784-6523	Peak		Hilton Head SC	Columbia SC	4	1.00	—	1.00
5/09	6:57P	803-703-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	—	2.00



Invoice Number Account Number Date Due Page
7061944564 913746590-00001 07/04/14 6 of 17

Detail for John Bauer :: 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/10	11:21A	803-758-6973	On-Peak	NSW	Hilton Head SC	Columbia SC	8	---	---	---
5/10	1:25P	704-425-9481	Off-Peak	NSW	Hilton Head SC	Sanctuary NC	1	---	---	---
5/10	4:43P	803-703-6573	Off-Peak	NSW	Hilton Head SC	Columbia SC	14	---	---	---
5/11	7:51P	704-435-9408	Off-Peak	NSW	Hilton Head SC	Harrisburg NC	15	---	---	---
5/11	8:07P	803-758-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	1	---	---	---
5/11	8:10P	803-758-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	16	---	---	---
5/12	8:15A	803-256-8173	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/12	8:16A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	2	---	---	---
5/12	8:18A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/12	8:19A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	5	---	---	---
5/12	8:29A	803-758-6973	Peak	PlanAllow	Hilton Head SC	incoming CL	3	---	---	---
5/12	12:37P	803-758-6973	Peak	PlanAllow	Hilton Head SC	incoming CL	9	---	---	---
5/13	4:21P	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/13	5:00P	803-237-1514	Peak	PlanAllow	Hilton Head SC	incoming CL	13	---	---	---
5/13	6:05P	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/13	6:05P	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	7	---	---	---
5/14	8:56A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	2	---	---	---
5/14	8:50A	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	3	---	---	---
5/14	9:44A	843-342-6300	Peak	PlanAllow	Hilton Head SC	incoming CL	1	---	---	---
5/14	10:26A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/14	10:41A	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/14	12:14P	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/14	3:32P	803-237-1514	Peak	PlanAllow	Hilton Head SC	incoming CL	16	---	---	---
5/15	9:30A	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	5	---	---	---
5/15	9:35A	803-237-1514	Peak	PlanAllow	Hilton Head SC	Columbia SC	2	---	---	---
5/15	9:40A	843-342-6300	Peak	PlanAllow	Hilton Head SC	Hiltonhead SC	1	---	---	---
5/15	11:24A	803-237-1514	Peak	PlanAllow	Hilton Head SC	incoming CL	1	---	---	---
5/15	12:05P	843-384-6023	Peak	PlanAllow,M2M	Hilton Head SC	incoming CL	15	---	---	---
5/15	2:20P	803-237-1514	Peak	PlanAllow	Hilton Head SC	incoming CL	16	---	---	---
5/15	5:00P	843-681-2622	Peak	PlanAllow	Hilton Head SC	Hiltonhead SC	2	---	---	---
5/15	7:15P	803-237-1514	Peak	PlanAllow	Hilton Head SC	incoming CL	18	---	---	---
5/16	5:30P	803-703-6573	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/16	6:14P	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/16	7:06P	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	9	---	---	---
5/16	7:16P	202-543-9994	Peak	PlanAllow	Hilton Head SC	Washington DC	1	---	---	---
5/16	7:18P	202-543-9994	Peak	PlanAllow	Hilton Head SC	Washington DC	1	---	---	---
5/16	7:18P	202-543-9994	Peak	PlanAllow	Hilton Head SC	Washington DC	1	---	---	---
5/16	7:18P	202-543-9994	Peak	PlanAllow	Hilton Head SC	Washington DC	1	---	---	---
5/16	7:19P	803-758-6973	Peak	PlanAllow	Hilton Head SC	Columbia SC	3	---	---	---
5/16	7:21P	843-384-6023	Peak	PlanAllow,M2M	Hilton Head SC	Hiltonhead SC	13	---	---	---
5/16	8:25P	803-703-6573	Peak	PlanAllow	Hilton Head SC	Columbia SC	1	---	---	---
5/16	8:40P	803-703-6573	Peak	NSW/PlanAllow Spor	Hilton Head SC	Columbia SC	12	---	---	---
5/17	7:57A	803-758-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	12	---	---	---
5/17	8:27A	803-758-6973	Off-Peak	NSW	Hilton Head SC	Columbia SC	3	---	---	---



Invoice Number Account Number Date Due Page
7051944564 913746590-00001 07/04/14 7 of 17

Detail for John Bauer : 843-384-1506

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airline Charges	Long Dist/ Other Chgs	Total
5/17	7:11P	803-972-9551	Off-Peak N&W		Hilton Head SC	Toll-Free CL	2	---	---	---
5/17	7:12P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	3	---	---	---
5/17	7:19P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	3	---	---	---
5/18	11:27A	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	8	---	---	---
5/18	11:41A	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	5	---	---	---
5/18	12:01P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	3	---	---	---
5/18	12:09P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	13	---	---	---
5/18	2:21P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	6	---	---	---
5/18	5:42P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	1	---	---	---
5/18	5:52P	803-788-6973	Off-Peak N&W		Hilton Head SC	Incoming CL	6	---	---	---
5/18	5:55P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	24	---	---	---
5/18	7:12P	803-788-6973	Off-Peak N&W		Hilton Head SC	Columbia SC	2	---	---	---
5/19	9:25A	843-725-9617	Peak PlanAllow		Hilton Head SC	Ridgeland SC	3	---	---	---
5/19	9:37A	803-788-6973	Peak PlanAllow		Hilton Head SC	Columbia SC	1	---	---	---
5/19	9:37A	803-788-6973	Peak PlanAllow		Hilton Head SC	Incoming CL	11	---	---	---
5/19	9:48A	803-237-1514	Peak PlanAllow		Hilton Head SC	Incoming CL	8	---	---	---
5/19	10:16A	803-788-6973	Peak PlanAllow		Hilton Head SC	Incoming CL	5	---	---	---
5/19	10:24A	803-788-6973	Peak PlanAllow		Hilton Head SC	Incoming CL	2	---	---	---
5/19	10:35A	800-848-0360	Peak PlanAllow		Hilton Head SC	Toll-Free CL	11	---	---	---
5/19	12:53P	202-543-9994	Peak PlanAllow		Hilton Head SC	Washington DC	2	---	---	---
5/19	12:56P	202-543-9994	Peak PlanAllow		Hilton Head SC	Washington DC	1	---	---	---
5/19	12:57P	202-543-9994	Peak PlanAllow		Hilton Head SC	Washington DC	2	---	---	---
5/19	1:42P	803-788-6973	Peak PlanAllow		Hilton Head SC	Columbia SC	10	---	---	---
5/19	2:27P	843-384-6029	Peak PlanAllow/M2M		Hilton Head SC	Incoming CL	3	---	---	---
5/19	2:25P	803-788-6973	Peak PlanAllow		Hilton Head SC	Columbia SC	12	---	---	---
5/19	4:05P	843-384-6029	Peak PlanAllow/PlanAllow/M2M		Hilton Head SC	Incoming CL	2	.40	---	.40
5/19	4:06P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.00	---	.00
5/19	4:42P	803-788-6973	Peak		Hilton Head SC	Incoming CL	17	6.00	---	6.00
5/20	6:50A	803-788-6973	Peak		Hilton Head SC	Columbia SC	5	2.00	---	2.00
5/20	12:42P	803-788-6973	Peak		Hilton Head SC	Columbia SC	7	2.00	---	2.00
5/20	4:24P	803-788-6973	Peak		Hilton Head SC	Incoming CL	19	7.60	---	7.60
5/20	5:57P	803-788-6973	Peak		Hilton Head SC	Incoming CL	20	8.00	---	8.00
5/20	6:12P	843-384-6029	Peak M2M		Hilton Head SC	Hilton Head SC	5	2.00	---	2.00
5/20	6:23P	803-788-6973	Peak		Hilton Head SC	Columbia SC	2	.00	---	.00
5/20	6:33P	803-788-6973	Peak		Hilton Head SC	Columbia SC	1	.00	---	.00
5/21	7:57A	803-788-6973	Peak		Hilton Head SC	Columbia SC	4	1.60	---	1.60
5/21	10:31A	803-788-6973	Peak		Hilton Head SC	Incoming CL	9	3.60	---	3.60
5/21	1:19P	803-788-6973	Peak		Hilton Head SC	Columbia SC	13	5.20	---	5.20
5/21	2:50P	843-384-6029	Peak M2M		Hilton Head SC	Incoming CL	30	12.00	---	12.00
5/21	4:11P	803-788-6973	Peak		Hilton Head SC	Incoming CL	4	1.60	---	1.60
5/21	5:48P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/21	5:52P	803-788-6973	Peak		Hilton Head SC	Columbia SC	3	1.20	---	1.20
5/21	6:05P	803-788-6973	Peak		Hilton Head SC	Incoming CL	1	.40	---	.40
5/21	6:15P	803-788-6973	Peak		Hilton Head SC	Incoming CL	5	2.00	---	2.00

Directory
Bauer Exhibits--Numerical
Appeals Court
Bauer V District

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JUN 02 2016

SC Court of Appeals

Appellate Case No. 2016-000955

1. Board Minutes, 6/5/14
1. Auxiliary. Board Minutes, 6/5/14; 8/5/14; False Minutes for same.
2. Moss email confirming termination. "current"
3. Ratification of Termination
3. Auxiliary. Walton testifies to illegality of ratification publication
4. Brown v James
5. TEDA
6. Motion in Limine
7. Rule 110(a)(2) Motions time of filing
8. Rule 6(d) Motions time of filing
9. Duff email 4/22/15, not on witness list, preliminary objections
10. Motion to Compel. Video Evidence
11. FOIA Request Emails
12. To Duff re: 12/10/13 letter authenticity. Attorneys ignore Appellant
13. Corrections suggested for Duff Proposed Order
13. Auxiliary. Detailed corrections suggested for Duff Proposed Order
14. Grade Book. False
15. Grade Book. True
16. To Fawley & Williams. False Grade Book, email, 25 questions-mostly ignored.
17. To Duff. False Grade Book, emails
18. Improvement Plan. Receipt confirmed
19. Board Minutes. C&H fired. Duff hired 7/7/15
20. Duff letter re: Lead Counsel. (Odd inclusion of fired attorneys) 7/13/15
21. McMaster to Duff. 4/21/15. No delay. Preservation of Evidence not done
22. Walton letter 2/7/14. Student is singular.
23. Rosenbaum-Bloom evaluation 3/28/14
24. Rosenbaum-Bloom Affidavit 3/2/16
25. Walton General Job Description 3/25/14

26. C&H letter 3/18/15 re: Moss invitation claims. Changes to telephone.
27. Walton email 3/28/14. W. refuses attorney attendance at meeting
28. Moss 3/28/14. "Bring anyone you wish". Bauer wishes to bring attorney
29. McMaster 5/21/14. Litigation Hold letter to preserve evidence
30. C&H to McMaster. 6/26/14 "Staff will preserve Evidence"
31. To Duff 11/1/14. Dr. Bauer cannot cross examine. Attorneys had ignored questions.
32. Duff to McM. Email denying delay request, "not evidentiary"

Directory
Bauer Exhibits
Alphabetical/Cross Referenced
Appeals Court

Bauer V District

Appellate Case No. 2016-000955

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JUN 02 2016

SC Court of Appeals

24. Affidavit Rosenbaum-Bloom 3/2/16

- 12. Attorneys ignore Appellant. To Duff re: 12/10/13 letter authenticity.
- 16. Attorneys Ignore. To Fawley & Williams. False Grade Book, email, 25 questions-mostly ignored.
- 31. Attorneys ignore. To Duff 11/1/14. Dr. Bauer cannot cross examine questions.
- 27. Attorney attendance (No). Walton email 3/28/14. W. refuses
- 28. Attorney. Moss 3/28/14. "Bring anyone you wish". Bauer wishes to bring

12. Authenticity re: 12/10/13 letter. To Duff. Attorneys ignore Appellant

- 1. Auxiliary. Board Minutes, 6/5/14; 8/5/14; False Minutes for same.
- 3. Auxiliary. Walton testifies to illegality of ratification publication
- 13. Auxiliary Response. Duff Proposed Order. Corrections suggested for

28. Bauer wishes to bring attorney Moss 3/28/14. "Bring anyone you wish".

- 1. Board Minutes, 6/5/14
- 1. Board, Minutes 1. Auxiliary. 6/5/14; 8/5/14; False Minutes for same.
- 19. Board Minutes. C&H fired. Duff hired 7/7/15
- 3. Board Ratification of Termination

4. Brown v James

10. Camera Video, Motion to compel. Video Evidence

19. C&H fired, Duff hired. Board Minutes. C&H fired. 7/7/15

20. C&H fired, Duff letter re: Lead Counsel. (Odd inclusion of fired attorneys)
7/13/15

16. C&H. Fawley & Williams. False Grade Book, emails etc.

26. C&H letter 3/18/15 re: Moss invitation claims. Changes to telephone.

30. C&H to McMaster. 6/26/14 "Staff will preserve Evidence"

10. Compel, Motion to. Video Evidence

12. Compel related. To Duff re: 12/10/13 letter authenticity. Attorneys ignore
Appellant

13. Corrections suggested for Duff Proposed Order

13. (Aux) Corrections suggested for Duff Proposed Order.

31. Cross examine To Duff 11/1/14. Dr. Bauer cannot. Attorneys had ignored
questions.

2. "Current", Email Moss confirming termination. 6/16/14

21. Delay, McMaster to Duff. 4/21/15. No delay. Preservation of Evidence not
done

32. Delay. Duff to McM. Email denying delay request, "not evidentiary"

9. Duff email 4/22/15, not on witness list, preliminary objections

12. Duff, from Alden, re: 12/10/13 letter authenticity. Attorneys ignore Appellant

32. Duff to McM. Email denying delay request, "not evidentiary"

21. Duff from McMaster. 4/21/15. No delay. Preservation of Evidence not done

31. Duff from B. 11/1/14. Dr. Bauer cannot cross examine. Attorneys had ignored
questions.

19. Duff hired. Board Minutes. C&H fired. 7/7/15

20. Duff letter re: Lead Counsel. (Odd inclusion of fired attorneys) 7/13/15

9. Email, Duff 4/22/15, "not on witness list", preliminary objections

17. Emails. To Duff. False Grade Book,

- 16. Emails. To Fawley & Williams. False Grade Book, 25 questions-mostly ignored.
- 11. Email FOIA Request
- 2. Email Moss confirming termination. "current" 6/16/14
- 27. Email from Walton 3/28/14. W. refuses attorney attendance at meeting

Fake see false

- 23. Evaluation by Rosenbaum-Bloom 3/28/14
- 32. "Evidentiary" Duff to McM. Email denying delay request, "not evidentiary"

- 1. False Minutes Board, 1. Auxiliary, page 4. 6/5/14; 8/5/14;
- 14. False Grade Book.
- 17. False Grade Book. To Duff, emails
- 16. False Grade Book. To Fawley & Williams, email, 25 questions-mostly ignored.
- 16. Fawley & Williams (to). False Grade Book, emails etc.
- 19. Fired. Duff hired. Board Minutes. C&H fired. 7/7/15

11. FOIA Request Emails

- 17. Grade Book, False. To Duff, emails
- 14. Grade Book. False
- 16. Grade Book, false, To Fawley & Williams. Email, 25 questions-mostly ignored.
- 15. Grade Book. True

- 19. Hired Duff. Board Minutes. C&H fired. 7/7/15
- 20. Hired Duff letter re: Lead Counsel. (Odd inclusion of fired attorneys) 7/13/15

3. (Aux) Illegality. Walton testifies to of ratification publication

18. Improvement Plan. And receipt confirmed

26. Invitation claims by Moss, C&H letter 3/18/15 re: Changes to telephone.

25. Job description. Walton General Job Description 3/25/14

lawyer--see attorney

12. letter authenticity, to Duff re: 12/10/13. Attorneys ignore Appellant

6. Limine, Motion in

9. Limine, Preliminary objections "Not on witness list" Email, Duff 4/22/15,

29. Litigation Hold letter McMaster 5/21/14, to preserve evidence

21. McMaster to Duff. 4/21/15. No delay. Preservation of Evidence not done

29. McMaster 5/21/14. Litigation Hold letter to preserve evidence

30. McMaster, C&H to. 6/26/14 "Staff will preserve Evidence"

32. McMaster from Duff. Email denying delay request, "not evidentiary"

1. Minutes, Board, 6/5/14

1. (Aux) Minutes (1. Auxiliary) Board, 6/5/14; 8/5/14; False Minutes for same.

28. Moss 3/28/14. "Bring anyone you wish". Bauer wishes to bring attorney

2. Moss email confirming termination. "current" 6/16/14

26. Moss invitation claims. C&H letter 3/18/15 re: Changes to telephone.

6. Motion in Limine

10. Motion to Compel. Video Evidence

7. Motions, Rule 110(a)(2) time of filing

8. Motions, Rule 6(d) Motions time of filing

9. "Not on witness list" Email, Duff 4/22/15, preliminary objections (Limine)

13. Order Response (Aux) Response. Duff Proposed. Corrections suggested for

13. (Aux) Order Response (Aux) Response. Duff Proposed. Corrections suggested
for

9. Preliminary objections (Limine) "Not on witness list" Email, Duff 4/22/15,

- 10. Preserve. Camera Video, Motion to compel. Video Evidence
- 30. Preserve. C&H to McMaster. 6/26/14 "Staff will preserve Evidence"
- 21. Preserve. McMaster to Duff. 4/21/15. No delay. Preservation of Evidence not done
- 29. Preserve. McMaster 5/21/14. Litigation Hold letter to preserve evidence
- 3. (Aux) Publication of Ratification Walton testifies to illegality
- 3. Ratification of Termination, Board
- 3. (Aux) Ratification publication, Walton, (3. Auxiliary). testifies to illegality of
- 15. Real Grade Book.
- 13. Response. Duff Proposed Order. Corrections suggested for
- 13. (Aux) Response. Duff Proposed Order. Corrections suggested for
- 11. Request, FOIA Emails
- 24. Rosenbaum-Bloom Affidavit 3/2/16
- 23. Rosenbaum-Bloom evaluation 3/28/14
- 7. Rule 110(a)(2) Motions time of filing
- 8. Rule 6(d) Motions time of filing
- 30. "Staff will preserve Evidence" C&H to McMaster. 6/26/14
- 22. Student is singular. Walton letter 2/7/14.
- 5. TEDA
- 3. Termination, Ratification of (Board)
- 2. Termination confirmed "Current", Email Moss. 6/16/14
- 7. Time, Rule 110(a)(2) Motions, time of filing
- 8. Time, Rule 6(d) Motions, time of filing
- 15. True Grade Book.

10. Video camera, Motion to compel. Video Evidence

27. Walton email 3/28/14. W. refuses attorney attendance at meeting

3. Walton, (3. Auxiliary). Testifies to illegality of ratification publication

22. Walton letter 2/7/14. Student is singular.

25. Walton General Job Description 3/25/14