

John Alden Bauer, III
109 Ashton Hill Drive
Columbia, SC 29229

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JUN 13 2017

SC Court of Appeals

June 13, 2017

Re: John Alden Bauer, III v. Beaufort County School District
Appellate Case No. 2016-000955

Dear Board Members, (and Duff, Davis, etc., also filed with the SC Court of Appeals)

For the sake of brevity, this offer is informal and to the point.

I have previously offered to cease all present and future litigation. To just go away. Lindemann, Davis, Duff, Williams, Fawley, and Dukes have all ignored my offer. In fact, I sent every board member a copy of my offer to Mr. Lindemann in December. I heard nothing.

My offer simply requires only 2 steps on a BCSD laptop computer issued to Jill McAden: Right Click on the document Jill McAden dated as Dec 10, 1013 [sic]. Then Left Click to reveal the creation date. Maybe 2 seconds?

You may recall that Ms. McAden claimed that she wrote the letter on her office computer, and that the writing was on the same day that she was out of the office. *"Today, I am out with Fitz on a medical appointment. You are in excellent hands with Cy and Michelle."* She also refers to something in the letter that was yet to happen and she further contradicts sworn testimony of an assistant principal. The letter was actually written on, or about, June 27, 2014.

My offer is still valid.

This document was submitted, and admitted, as an exhibit, along with a false Walmart grade book by THE SCHOOL DISTRICT (the grade book also provided by Ms. McAden) as substantial evidence of unfitness for teaching (Teacher Employment and Dismissal Act). How does the board tolerate attorneys who had been informed, in writing, that the exhibits were false and yet those attorneys knowingly submitted those false exhibits? The other administrators testified that I was a good teacher.

Not one administrator used the word "unfitness" in over 500 pages of testimony and thousands of pages of sworn depositions.

If the district is telling the truth, that they abided by the May 21, 2014, Litigation Hold agreement, as claimed through the law firm of Childs and Halligan (now Duff and Childs) and preserved as agreed, to wit....

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, 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.

...then verification should be a snap.

If the creation date claimed by Ms. McAden and the district is confirmed to be false, I would anticipate reinstatement, appropriate back pay, and we would cease litigation. I would consider a non-disclosure agreement.

If you had intended to be fair you would have informed me ahead of time of the Charges, as required by law (TEDA 460, 470), and which would have allowed me to prepare a defense and to prepare testimony of my own. Some of the accusations were not only a complete surprise, but untrue. I was also surprised by the obstruction, coordinated between Chairman Evans, David Duff, and Childs and Halligan (Limine, etc). How could 100% of rulings on objections, et al, favor the district?

If it is reliably confirmed that McAden did indeed create the December 10, "2013" letter, as claimed, I will drop all litigation and expect no reinstatement, backpay, or repayment for my expenses.

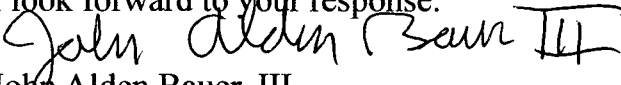
Why is the truth to be avoided?

A non-response indicates "Consciousness of Guilt" and I will continue my fight for justice. The claim that the computer or the required "verified copies" and "back-ups" are no longer available would be a violation of the Preservation Agreement.

On a last note, you may be asking the motive for Ms. McAden to commit such an egregious act as to terminate an elementary PE Teacher in spite of his sterling career. The answer is contained in the more than 22,000 withheld emails (district numbers) also a violation of the agreement. When you find the computer, or the link from Ms. McAden's account to the BCSD Server, the motive will be all too apparent.

The truth matters.

I look forward to your response.


John Alden Bauer, III
MAT, NBCT

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