

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	
	)	Case No. 2021-CP-40-04327
GEORGE FLYNN BOWIE, JR.,	)	
	)	
Plaintiff,	)	
	)	<b>MEDIATED SETTLEMENT AGREEMENT</b>
v.	)	
	)	
RICHLAND COUNTY SCHOOL	)	
DISTRICT ONE and the BOARD OF	)	
COMMISSIONERS OF RICHLAND	)	
COUNTY SCHOOL DISTRICT ONE,	)	
	)	
Defendants.	)	
_____	)	

As a result of mediation, the parties agree to enter into the following resolution of this matter:

**THIS SETTLEMENT AGREEMENT & MUTUAL RELEASE** (referred to herein as "Agreement") is made and entered into this 17th day of October, 2022, by and between George Flynn Bowie Jr. ("Bowie") and Richland County School District One and the Board of Commissioners of Richland County School District One (collectively "the School Board").

**WHEREAS**, Bowie has alleged that the School Board Defendant has violated the South Carolina Freedom of Information Act specifically relating to the law governing the conduct of public meetings. Bowie alleges that the School Board has improperly held closed meetings, has communicated inappropriately during meetings, and has failed to inform the public of meetings, among other things.

**WHEREAS**, the parties have reached an agreement to settle this matter, and the parties wish to memorialize its/their agreement in writing; and

**NOW, THEREFORE**, in consideration of the promises, the mutual covenants and undertakings set forth hereinafter, the sufficiency of which is hereby acknowledged, the parties agree as follows, which shall be adopted as a resolution of the Board of Commissioners:

**1. SETTLEMENT**

**A. COSTS AND ATTORNEY'S FEES**

- i. The School Board agrees to pay the Plaintiff for his costs and attorney's fees

and incurred in bringing this action to enforce the Freedom of Information Act. The agreed upon fee and costs are \$60,000. These funds will be paid to the trust account of Bruner Powell Wall & Mullins, LLC not later than ten days following approval of this agreement by the Board.

**B. TREATMENT OF BOARD MEMBERS**

- i. The School Board recognizes that all Board members have a First Amendment right, subject to applicable confidentiality laws, to disclose matters discussed in Closed Meetings if they so choose.
- ii. The School Board agrees not to seek to restrict individual board members from sharing their opinions with the public or press.

**C. ALLEGED VIOLATIONS OF FOIA**

- i. The parties hereto acknowledge that neither the execution nor the performance of this Agreement is intended as, and shall not constitute, an admission of liability on the part of any party hereto and that this Agreement is solely to avoid the costs, expenses and uncertainty of further litigation. Nevertheless, the parties acknowledge that some of the Plaintiff's claims may have merit, in that there may have been some inadvertent violations of FOIA.

**D. PROPER CONDUCT OF EXECUTIVE SESSIONS**

- i. The School Board agrees that Executive Sessions should be conducted only when permitted by FOIA and that as much information as possible should be discussed in open meetings.
- ii. Before going into Executive Session for legal advice, the Board will specify with particularity the subject matter of the legal advice sought.
- iii. The Board agrees that it is generally not appropriate for the School Board to discuss policy matters in closed meetings except those policy matters that FOIA permits to be discussed in executive session.
- iv. The Board will hold all motions, discussions, and votes to go into Executive Session in public. The Board will record the Motions to move into a closed meeting in the same manner as the full meeting, through audio and video, and will transmit and post these videos as part of the full public meeting.
- v. The School Board will keep minutes of all topics discussed in Executive Sessions.

**E. KEEPING OF MINUTES/PUBLIC COMMENTS**

- i. The Board will keep minutes of all meetings, including committee meetings to provide an accurate depiction of the contents of every meeting. The Board will publish those minutes as required by FOIA.
- ii. The Board agrees that it will hold public comment time and adopt a written procedure allowing for meaningful time for public comments.
- iii. The Board agrees that the public comments will be recorded via video as part of the regular meeting and will be published online as part and parcel of the regular meeting.
- iv. The Board agrees to include public comments in the minutes.
- v. The Board will refrain from telling members of the public that they cannot use the names of board members or superintendent during the public comments.
- vi. The Board agrees that it can take no action unless an item is placed on the agenda.
- vii. The Board agrees to post online a complete version of all public meetings, virtual and in person, including regular board meetings, work sessions, special meetings, called meetings, committee meetings, and retreats in the manner required by FOIA.
- viii. The Board agrees to publish on its website, the recordings of executive sessions of the Board, made by Ms. Beatrice King on June 8, 2021, and on August 10, 2021.

**F. Electronic Communications During Meetings**

- i. The Board will provide copies of all text messages, emails, and other electronic communications to the Plaintiff as requested and agreed upon in this lawsuit.
- ii. The Board members will not use electronic communications to conduct board business during board meetings other than as required to vote.
- iii. The Board members will not use private electronics for board business.
- iv. The Board members recognize that communicating regarding School Board business on their private devices subjects those communications to FOIA requests.

**2. DISMISSAL**

The parties hereto agree to execute a Stipulation of Dismissal to dismiss, with prejudice, the current pending legal action.

**3. MUTUAL RELEASES**

**a. Release of Defendants by Plaintiff.**

Plaintiff, his heirs, agents, and assigns, hereby release, discharge, waive and acquit the Defendants and their officers, directors, members, shareholders, employees, agents, representatives, insurers, successors and assigns, from and against any and all damages, claims, demands, actions, suits (at law or in equity), judgments, and costs arising out of or related, in any way, to the Defendant's actions specifically referenced in the Amended Complaint.

**b. Release of Plaintiff by Defendant.**

Defendants and their officers, directors, members, shareholders, employees, agents, representatives, insurers, successors and assigns, hereby release, discharge, waive and acquit Plaintiff, his heirs, employees, agents, representatives, insurers, successors and assigns, from and against any and all damages, claims, demands, actions, suits (at law or in equity), judgments, and costs arising out of or related, in any way, to the Plaintiff's claims in this action up through and including the date of this Agreement.

**4. MERGER CLAUSE**

This Agreement, and the attachments hereto, are the only agreements between the parties. Each party represents to the other that such party has not relied upon any statement or representation, which is not expressly contained herein. No statements or representations concerning the subject matter of this Agreement shall be relied upon by any party or be enforceable against any party unless expressly set forth in this document.

**5. VOLUNTARY AND KNOWING AGREEMENT**

Each party to this Agreement affirmatively represents to the other that such party has carefully read the foregoing Agreement and that such party knows and understands the contents hereof and has voluntarily executed this document.

**6. BINDING EFFECT**

The terms of this Agreement are contractual and not merely recitals and are to be construed as binding upon and inuring to the benefit of, as the case may be, the parties and their respective heirs, officers, directors, members, shareholders, employees, agents, representatives, insurers, successors and assigns.

If any particular provision or provisions of this Agreement are found to be void or unenforceable for any reason, such finding shall not affect the continued efficacy of the remaining provisions hereof.

7. **CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

8. **NO BENEFIT TO THIRD PARTIES**

This Agreement shall not be interpreted to confer any benefit upon any person, firm or corporation who (or which) is not a signatory party, or who is not the respective heirs, officers, directors, members, shareholders, employees, agents, representatives, insurers, successors and assigns, to this Agreement.

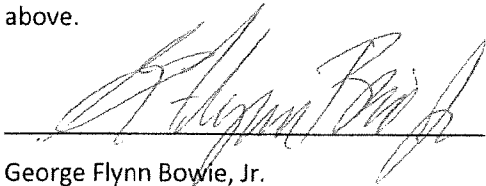
9. **EXECUTION IN MULTIPLE COUNTERPARTS**

The parties agree that this Agreement may be executed in multiple counterparts and that the original signatures of each party on one single document is not necessary to consummate this Agreement. Photocopies of the signature pages are acceptable as originals, and any grouping of counterparts that contains executed signature pages from all parties can be used as an original.

10. The parties acknowledge that this agreement is subject to approval by the Board of Commissioners of Richland County School District One, at an appropriately noticed meeting, to be held not later than October 25, 2022.

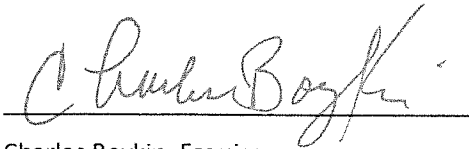
11. The parties agree to pay the cost of mediation in equal shares.

**IN WITNESS WHEREOF**, the parties have executed and delivered this agreement, or have caused the agreement to be executed and delivered by their duly authorized officers, the day and year first set forth above.



George Flynn Bowie, Jr.

Plaintiff



Charles Boykin, Esquire

Attorney for Defendants