# Darlene Dunmeyer-Roberson Responses to Charges

## INTRODUCTION

Darlene Dunmeyer-Roberson ("Respondent"), by and through her undersigned counsel, hereby submits these responses to the three (3) charges brought against her in the Honorable Governor Henry Dargan McMaster's ("Governor McMaster") Executive Order No. 2026-19. Respondent respectfully requests that this Panel find all three (3) above-referenced charges not sustained and recommend that Respondent retain her position as the District Eight representative on the Charleston County School District ("CCSD") Board of Trustees (the "Board"), as further detailed below.

## FACTUAL BACKGROUND

Respondent is a retired educator and school counselor who serves as the duly elected District Eight representative on the Board. She has served as a fifth-grade teacher, school counselor, and Director of School Counseling Services. As the spouse of a retired military officer and the mother of an Army Reserve officer currently serving our country, Respondent has long understood public service as a duty rooted in integrity, accountability, and service to others.

In or around October 2019, after being asked by a senior CCSD official to return to South Carolina to provide educational consulting services, Respondent began work at North Charleston High School ("NCHS") through her company, Next Level Education Services, LLC ("Next Level"). Her work later expanded to St. John's High School ("SJHS"). At SJHS, Respondent reorganized the counseling department, strengthened student records management, helped students remain on track for graduation, supported scholarship attainment, and worked to ensure students were college and career ready. Respondent maintains that her work left both schools stronger than she found them.

Respondent concluded her educational consulting work for CCSD in March 2022 as she prepared to seek elected office. She filed for the Board on April 15, 2022. Although her work had ended, CCSD did not fully pay outstanding amounts for completed services until June 2022. The CCSD Title I Office and the then-principal of SJHS explained that payment delays were due to Title I fund delays. Respondent continued performing approved work while certain payments were in abeyance. The final payment reflected payment for work already completed and occurred several months before Respondent was elected to the Board on November 8, 2022.

Aaron White ("Mr. White") served as Respondent's campaign manager during her 2022 campaign for Board membership. The campaign paid Mr. White Eight Thousand and 00/100 Dollars ($8,000.00) for campaign services and reimbursed Eight Hundred Fifty and 00/100 Dollars ($850.00) for a fundraiser catering expense. On May 5, 2023, after the campaign ended, Respondent sent an email introducing Mr. White, an alumnus of SJHS, to the school's new principal, Jermaine Joyner, so that the two could meet if the principal had availability. At that time, Mr. White was not a CCSD vendor and Circle of Life Foundation ("Circle of Life") did not yet exist. The email did not direct the principal to hire Mr. White, award a contract, or take any procurement action.

During her tenure on the Board, Respondent exercised independent judgment in carrying out her duties as an elected Trustee. At times, that judgment placed her in the minority. There is no evidence that disagreement with the majority, standing alone, constituted disruption or interference with Board operations. Respondent's role required her to ask questions, evaluate decisions, and vote according to her judgment, which occasionally differed with the majority.

On November 10, 2025, the Board met in executive session concerning Superintendent Anita W. Huggins' (the "Superintendent") employment contract with CCSD. The Board returned to open session and voted to extend the Superintendent's contract beyond the terms of the serving

Board. Respondent cast the lone dissenting vote. Respondent voted against extending the contract because she did not believe the sitting Board should bind a future Board to a contract term extending beyond the current Board's tenure. Her position was based on research she conducted before the vote and on her independent judgment as an elected Trustee.

On December 2, 2025, Daniel Prentice ("Mr. Prentice"), CCSD's Chief Financial Officer ("CFO"), authored a commentary in his official capacity as CFO in the Post and Courier ("P&C") concerning the need for leadership stability in CCSD. Between December 2, 2025, and December 3, 2025, Mr. Prentice also posted comments during working hours on the P&C platform concerning Mr. White and Respondent's lone dissenting vote on the Superintendent's contract. On December 5, 2025, Respondent submitted a formal written complaint to the Board and Board Counsel titled "CFO Complaint." From December 6, 2025, through December 10, 2025, Respondent raised concerns regarding the handling of that complaint and requested an independent investigation and independent legal guidance.

Respondent viewed the CFO Complaint as a formal and orderly means of presenting a governance concern for review. She did not demand a predetermined outcome. She asked that the conduct of a senior District official who had publicly commented on an elected Trustee's vote be reviewed through an appropriate process. When the complaint was not independently addressed, Respondent continued to request a neutral review and independent legal guidance.

Respondent's dissenting vote was a lawful exercise of her judgment as an elected school board member. Her concern following Mr. Prentice's public commentary was not that he lacked a First Amendment right to express an opinion; rather, it was whether a senior District official who publicly criticized an individual Trustee's vote could continue to provide that Trustee with neutral, complete, and unbiased information necessary for Board oversight. Respondent believed that

concern warranted review because Trustees must be able to rely on senior staff for accurate information regardless of how they vote.

## PROCEDURAL HISTORY

On January 15, 2026, Governor McMaster requested that the South Carolina Inspector General (the "IG") investigate the conduct of one or more members of the Board. On January 20, 2026, the IG sent an email to CCSD Board Chair, Pamela McKinney, and the Superintendent informing them of the investigation. On January 26, 2026, the IG and the Assistant Inspector General (the "AIG") attended a Board meeting to inform the Board of the investigation.

On January 28, 2026, CCSD retrieved from Google Vault emails titled "CFO Complaint" and "ACP--Allegation re: Executive Session." On February 11, 2026, Inspector General Brian Petrano (the "IG") and Investigation Team Lead Tanya King interviewed Respondent. On August 27, 2026, the IG issued its Final Investigative Report (the "IG Report"), which contained multiple findings and recommended that Governor McMaster consider removal proceedings. With respect to the executive session allegation, the IG Report did not identify Respondent as the alleged speaker. Rather, the allegation was recounted through an unidentified Source 1, who attributed to former Board member Kevin Hollinshead ("Mr. Hollinshead") a statement that a "fellow [Board] member" had advised him of contemplated Board action. The IG Report does not identify the alleged fellow Board member as Respondent.

Additionally, the IG Report identified ten (10) emails that Respondent sent to various news outlets. On August 4, 2023, Respondent emailed Live 5 News: WCSC ("L5N") regarding a public Board action approved in February 2023 which later resurfaced publicly due to project delays. On March 5, 2024, Respondent emailed P&C regarding a public Board action concerning the naming of a new District 9 elementary school. On March 5, 2024, Respondent emailed L5N regarding a public Board action concerning the Superintendent hiring process.

On December 5, 2025, Respondent emailed L5N regarding a publicly published newspaper article and Mr. Prentice's public comments concerning Respondent's dissenting vote on the Superintendent's contract. On December 6, 2025, Respondent emailed P&C regarding the same matter as her December 5, 2025, email. On December 10, 2025, Respondent sent one (1) email to L5N and two (2) emails to P&C following up on the same matter as her December 5, 2025, and December 6, 2025, emails.

Regarding the two (2) remaining media outlet emails referenced in the IG Report, the IG Report did not provide the underlying emails or identify the specific allegedly confidential information contained in them, the legal or policy basis for treating that information as confidential, or evidence establishing a willful unauthorized disclosure by Respondent. Without the communications themselves and the alleged confidential content, the accusation cannot fairly be evaluated.

Finally, the IG Report relies on a May 5, 2023, email in which Respondent introduced Mr. White to the new principal of SJHS. Circle of Life did not exist at that time, and Mr. White was not then a CCSD vendor. Respondent merely introduced two people so they could meet if the principal had availability. This was the full extent of Respondent's communication with SJHS's principal regarding Mr. White, and Respondent did not direct CCSD administration to hire Mr. White or award him any contract. On September 2, 2026, Governor McMaster issued Executive Order 2026-19 providing notice of three (3) charges against Respondent. Respondent now addresses each charge separately.

## RELEVANT LAW OR REGULATIONS

Additionally, Respondent was guided by the South Carolina Freedom of Information Act ("FOIA"), which provides that:

> The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy. Toward this end, provisions of this chapter must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings.

S.C. Code Ann. § 30-4-15. FOIA reflects South Carolina's strong public policy favoring openness in the conduct of public business. Respondent does not contend that FOIA eliminates otherwise lawful confidentiality requirements, attorney-client privilege, or executive-session restrictions. Rather, FOIA is relevant context when evaluating whether a communication concerned information already public, whether a claimed confidentiality restriction had an identifiable legal or policy basis, and whether any alleged disclosure was knowing and willful. The notion of the concept of confidential information should be processed through FOIA as provided by S.C. Code Ann. § 30-4-40.

Board Policy BCB provides that "[n]o board member may knowingly use the board member's position to obtain an economic interest for the board member . . . [or] . . . an individual with whom the board member is associated . . . ." CCSD Board Policy BCB. Board Policy BCA provides that "board members shall maintain a system of communication and interaction that builds upon mutual respect and trust by, among other things: . . . refraining from attempting to personally direct any part of the operational organization." CCSD Board Policy BCA.

## RESPONSE TO CHARGES

### A. CHARGE 1: Disclosure of Executive Session Material.

Charge 1 is not sustained because the evidence identified in the IG Report does not establish that Respondent disclosed executive session material. The IG Report does not identify Respondent as the person who allegedly spoke with Mr. Hollinshead, does not identify a direct

communication from Respondent to Mr. Hollinshead, and does not establish that the alleged information originated from Respondent's participation in executive session.

The Rule Against Hearsay's purpose is to ensure the reliability of testimony by identifying the alleged speaking parties so that they may be heard and examined on the record regarding their alleged statements. When the alleged speaking parties are not identified, the charged party is unduly prejudiced because they are unable to examine the alleged speaking party regarding their alleged statements.

Here, the IG Report relied on a layered account in which an unidentified Source 1 recounts what Mr. Hollinshead allegedly said an unidentified "fellow [Board] member" told him. The IG's failure to identify the "fellow Board of Trustees member" prevents that individual from speaking on their own behalf before this Panel. As such, Respondent is unable to examine the "fellow [Board] member" to determine the substance and reliability of their alleged statements. As such, Mr. Hollinshead's statement is not admissible as evidence before this Panel.

Accordingly, the evidence identified in the IG Report does not establish that Respondent disclosed executive session material, and Charge 1 should be found not sustained.

**B. <u>CHARGE 2(A)</u>: Unauthorized Disclosure of Confidential Information to Media Outlets.**

Charge 2(A) is not sustained because the fact that Respondent communicated with members of the media does not, by itself, establish that she willfully disclosed confidential information. The relevant inquiry is the actual content of each communication, whether that specific information was confidential under an identified law or policy, whether Respondent lacked authorization to disclose it, and whether any violation was knowing and willful.

The IG Report identifies ten (10) communications to media outlets. Eight of the communications described in the IG Report concern matters that were already public or arose from

public Board action, public news coverage, or public commentary. The mere existence of a media recipient does not transform public information into confidential information.

Here, on August 4, 2023, Respondent emailed L5N regarding a public Board action approved in February 2023 which later resurfaced publicly due to project delays. On March 5, 2024, Respondent emailed P&C regarding a public Board action concerning the naming of a new District 9 elementary school. On March 5, 2024, Respondent emailed L5N regarding a public Board action concerning the Superintendent hiring process.

On December 5, 2025, Respondent emailed L5N regarding a publicly published newspaper article and Mr. Prentice's public comments concerning Respondent's dissenting vote on the Superintendent's contract. On December 6, 2025, Respondent emailed P&C regarding the same matter as her December 5, 2025, email. On December 10, 2025, Respondent sent one (1) email to L5N and two (2) emails to P&C following up on the same matter as her December 5, 2025, and December 6, 2025, emails. As such, all of the above-referenced emails concern only publicly known matters.

As to the two (2) additional media communications referenced by the IG, the IG Report did not provide the underlying emails. It therefore does not permit Respondent or this Panel to identify the exact information alleged to be confidential, determine the legal or policy basis for confidentiality, evaluate context, or determine whether Respondent acted knowingly and willfully. An accusation based on communications not produced or meaningfully described should be insufficient to sustain the charge.

Accordingly, the IG Report does not establish an unauthorized and willful disclosure of confidential information to media outlets, and Charge 2(A) should be found not sustained.

### C. CHARGE 2(B): Unauthorized Disclosure of Confidential Information to a District Vendor

Charge 2(B) is not sustained because the evidence does not establish that Respondent disclosed confidential information to a separate District vendor or used District information for a vendor-related purpose.

The IG Report identifies twenty-eight (28) emails that Respondent forwarded to her own personal Gmail account between February 15, 2023, and December 22, 2025. That Gmail account is Respondent's personally controlled account. Although the same email address had historically been listed as a contact for Next Level, Respondent stopped providing services to CCSD through Next Level in March 2022, and no official District vendor business was conducted through that account during the period identified by the IG. Forwarding a communication from one account controlled by Respondent to another account controlled by Respondent does not, without more, establish disclosure to a separate vendor, a third party, or an outside business. Respondent complied with CCSD's policies and procedures regarding self-forwarding emails at all times.

Accordingly, Charge 2(B) should be found not sustained.

**D. <u>CHARGE 3</u>: Conflict of Interest – Violation of the Ethics Act and Board Policies BCB and BCA.**

Charge 3 is not sustained because the evidence identified in the IG Report does not establish that Respondent used her Board position to obtain an economic benefit for herself or improperly influence a governmental decision involving Mr. White. The May 5, 2023, email was an introduction of Mr. White, an alumnus of SJHS, to the school's new principal so that they could meet if the principal had availability. At that time, Circle of Life did not exist, and Mr. White was not a CCSD vendor. The email did not direct the principal to hire Mr. White, award a contract, alter a procurement process, or spend CCSD funds.

Board Policy BCB provides that "[n]o board member may knowingly use the board member's position to obtain an economic interest for the board member . . . [or] . . . an individual

with whom the board member is associated . . . ." CCSD Board Policy BCB. Board Policy BCA provides that "board members shall maintain a system of communication and interaction that builds upon mutual respect and trust by, among other things: . . . refraining from attempting to personally direct any part of the operational organization." CCSD Board Policy BCA.

The May 5, 2023, email was the full extent of Respondent's communication with SJHS's principal regarding Mr. White. Respondent did not participate in drafting a solicitation, evaluating proposals, negotiating terms, approving invoices, directing staff to select Mr. White, or voting on a Circle of Life contract. There was no Board decision on such a contract for Respondent to influence. Any later procurement activity was an administrative and operational process, not a Board decision within Respondent's authority.

The fact that Mr. White had previously served as Respondent's campaign manager does not, standing alone, establish that Respondent later used her public office to secure him an economic benefit. The campaign had ended, Mr. White had been paid for his campaign work, and the IG Report identifies no continuing financial arrangement between Respondent and Mr. White at the time of the May 5, 2023, email. Nor does the Report identify evidence that Respondent attempted to control or direct CCSD's later procurement process. The evidence therefore does not establish that Respondent knowingly used her office for an impermissible economic interest or personally directed District operations in violation of Policies BCB or BCA.

Accordingly, the evidence identified in the IG Report does not establish that Respondent improperly influenced a CCSD procurement decision involving Mr. White or Circle of Life, and Charge 3 should be found not sustained.

## CONCLUSION

For the foregoing reasons, Respondent respectfully requests that the panel find all three (3) above-referenced charges not sustained and recommend that Respondent retain her position on the CCSD Board of Trustees.

[SIGNATURE ON NEXT PAGE]

**The Rutherford Law Firm, LLC**

By: s/J. Todd Rutherford
J. Todd Rutherford, Esq.
1315 Blanding Street
Columbia, South Carolina 29201
Telephone: (803) 256-3003
Email: todd@rutherford.law

**Attorney for Darlene Dunmeyer-Roberson**

**Kambrell Garvin Law Firm, LLC**

By: s/Kambrell H. Garvin
Kambrell H. Garvin, Esq.
2731 River Drive
Columbia, South Carolina 29201
Telephone: (803) 900-4878
Facsimile: (803) 797-3231
Email: kg@kambrell.com

**Attorney for Darlene Dunmeyer-Roberson**