STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

EXECUTIVE ORDER NO. 2026-19

IN RE: CHARLESTON COUNTY SCHOOL TRUSTEE
DARLENE DUNMEYER-ROBERSON

H E A R I N G

DATE TAKEN: Monday, September 28, 2026

TIME START: 1:23 p.m.

TIME END: 5:11 p.m.

LOCATION: Wade Hampton State Office Building
1200 Senate Street
Columbia, South Carolina

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KAMBRELL H. GARVIN,
REPRESENTING MS. DUNMEYER-ROBERSON

DARLENE DUNMEYER-ROBERSON

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P R O C E E D I N G S

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MR. LIMEHOUSE: Good afternoon, everyone. I appreciate everyone being here today.

My name is Thomas Limehouse. I'm joined here by Adair Boroughs and Clarence Davis.

We were, as everyone is aware, appointed by the Governor pursuant to the Executive Order 2026-19 to serve as a hearing panel to consider the response of Charleston County School District Trustee, Ms. Dunmeyer-Roberson, who is seated across from me -- I appreciate you being here today, ma'am -- to three charges brought against her under South Carolina Code annotated 59-19-60 and to consider any evidence bearing on those charges.

Section 59-19-60 authorizes the Governor to remove a school district trustee who, quote, willfully commits or engages in any -- in an act of malfeasance, misfeasances, chronic unexcused absenteeism, conflicts of interest, misconduct in office or persistent neglect of duty in office, upon those causes being made to appear to the satisfaction of the Governor.

Before removing a trustee, the Governor shall inform the trustee in writing of the specific charges brought against that trustee and give the trustee an opportunity on reasonable notice to be heard.

We are here today to afford the trustee an opportunity to be heard. And three charges for the record: Charge one, improper disclosure of executive session information; charge two, unauthorized disclosure of confidential district information alleged to have occurred on numerous occasions; charge 3, conflict of interest arising from assistance allegedly given to the trustee's former campaign manager in a district procurement matter.

Additional detail as to each charge appears in the Inspector General's report and the Governor's Executive Order. Copies of which will be incorporated into the record.

As everyone has probably noticed, this is being transcribed for purposes of making a complete record and, as Representative Garvin has alluded to, this is a somewhat unprecedented and it is a relatively new statute and process.

And to the extent we are setting a

precedent, I think all of us on the panel would like to set a great one. And hope that the proceedings will be civil, professional, courteous, and not like the stress interview that Clarence Davis gave me in law school. But something we can all perhaps not enjoy but appreciate that we are building a precedent and we want it to be cordial, professional, and respectful of all involved.

And enjoyed our discussions to date and appreciate your professionalism and look forward to hearing from you.

MR. GARVIN: Absolutely.

MR. LIMEHOUSE: As I conveyed, following the Governor's Executive Order, this is your client's opportunity to be heard, so I think the panel is happy to defer to you and your preferences in how to structure it.

And we have spoken about doing that, and as envisioned, I think anticipate hearing an opening statement. And any witnesses you would like to call, we can place under oath and be subject to any questions from the panel, followed by any presentation you would like to offer.

And if the panel has any questions for the Inspector General -- I appreciate, General Lamkin, you being here today -- and then following that, it would just be closing remarks.

MR. GARVIN: Thank you, sir.

MR. LIMEHOUSE: Any additional comments from other members of the panel?

MR. DAVIS: None from me.

MS. BOROUGHS: None from me.

MR. GARVIN: First and foremost, let me say good afternoon to each of you. I know that this has been an act of public service, so I want to say thank you for taking time away from your paying jobs to be here to do this public service.

My name is Kambrell Garvin, and along with Attorney J. Todd Rutherford, we have the privilege of representing Ms. Darlene Dunmeyer-Roberson in this matter.

Attorney Rutherford would have been here today had he not had a previous scheduling conflict, but we certainly, as you know, wanted to move forward and not forfeit our opportunity to be heard. So we are certainly going to do

that today.

Before I move any further, Ms. Dunmeyer-Roberson wanted to give a brief introduction of herself. Of course, she won't be talking at this point about any substantive matters, but I would like to, if it's okay with the panel, give her an opportunity at this time.

MR. LIMEHOUSE: Okay.

MS. DUNMEYER-ROBERSON: Good afternoon. Thank you for the opportunity to be heard, and thank you for the opportunity to introduce myself to you.

Over the past several weeks, you may have been introduced to a version of me through the Inspector General's report and media coverage. This afternoon, I simply want to tell you who I am.

I am Darlene Dunmeyer-Roberson. I am 62 years old, born and raised in rural Hollywood, South Carolina. I am my mother's daughter. I am the wife of a retired naval officer and the proud mother of an Army Reserve officer who's currently serving our country.

I am a retired educator, a lifelong advocate for children and families, and twice

duly elected trustee representing District 8 in the Charleston County School District Board of Trustees.

I believe deeply in good governance, effective oversight, sound accountability, transparency and doing what is right for the people who elected me to serve them.

I do not claim to be perfect; however, I do believe in standing firm in my convictions, asking probing questions, and fulfilling the responsibilities entrusted to me by my constituents.

My attorney and I welcome this opportunity to address these allegations directly; to provide context where context has been missing; and most importantly, to allow the evidence and facts to speak for themselves.

I come before you today humbly, respectfully, and with confidence in this process.

Thank you.

MR. LIMEHOUSE: Thank you.

MR. GARVIN: Thank you, Ms. Darlene.

As she mentioned a moment ago, she is a retired educator and school counselor who had

served as the duly elected representative on the Charleston County School District Board of Trustees. Throughout her professional career, she has dedicated herself to serving students and families, and she had approached public service as a duty rooted in integrity, accountability, and service to others.

This proceeding today ultimately presents a straightforward question: Does the evidence actually establish the conduct alleged in the charges against Ms. Dunmeyer-Roberson?

We certainly and respectfully submit that it does not.

As we address the charges individually, the panel will see four fundamental evidentiary deficiencies.

First, with respect to the alleged disclosure of executive session information, the Inspector General's report never identifies Ms. Dunmeyer-Roberson -- Ms. Dunmeyer-Roberson as the board member who allegedly made the disclosure.

Second, with respect to the alleged disclosure to the media, the evidence does not establish that Ms. Dunmeyer-Roberson willfully

shared information that was actually confidential.

Third, with respect to the alleged disclosure to a district vendor, the evidence identifies emails forwarded by Ms. Dunmeyer-Roberson to an email account that she herself controlled. It does not establish a disclosure to a separate vendor or third party.

And finally, with respect to the alleged conflict of interest involving Aaron White, the evidence establishes an introduction. It does not establish that Ms. Dunmeyer-Roberson directed, controlled, or participated in a subsequent procurement process.

These are serious allegations with serious consequences. We therefore ask the panel to focus carefully on what the evidence actually establishes. As opposed to what might be assumed or inferred from the surrounding circumstances.

When that analysis is applied to each charge, we respectfully submit that the evidence does not sustain the allegations against Ms. Dunmeyer-Roberson.

At the conclusion of this hearing, we will

ask the panel to find all three charges not sustained and recommend that she retain her duly elected position on the Charleston County School District Board of Trustees.

We will start with charge number one, which is a disclosure of executive session material.

Members of the panel, we begin with this charge in a simple threshold question: What evidence establishes that Ms. Dunmeyer-Roberson was the person who allegedly shared executive session information?

The Inspector General's report does not answer that question. The allegation is based upon an unidentified Source One recounting what former board member Kevin Hollinshead allegedly said an unidentified fellow board member told him.

But the report never identifies that fellow board member as Ms. Dunmeyer-Roberson. That is not a minor omission. It is the essential factual connection necessary to sustain this charge.

There is no identified direct communication from Ms. Dunmeyer-Roberson to Mr. Hollinshead. There's no identified statement by

Ms. Dunmeyer-Roberson in which she disclosed executive session information.

And the evidence identified in the report does not establish that the alleged information originated from Ms. Dunmeyer-Roberson's participation in executive session.

The manner in which this allegation reaches the panel also raises substantial concerns regarding the reliability of the evidence. We have an unidentified source recounting what one person allegedly said another unidentified person told him.

Because the alleged board member is never identified, Ms. Dunmeyer-Roberson has no opportunity to examine that individual concerning what was said -- actually to what was actually said, when it was said, the context in which it was said, or whether the account is even accurate.

Importantly, the panel does not need to resolve this charge solely as a technical evidence question. Even if the panel considers the statement, the fundamental problem remains the same. Where is the evidence establishing that Ms. Dunmeyer-Roberson was the speaker?

Before the panel can determine whether Ms. Dunmeyer-Roberson properly disclosed executive session information, there must first be reliable evidence that she was the person who disclosed it, and that foundational link is messing.

Accordingly, we respectfully request that the panel find charge one not sustained.

As it relates to charge 2A, which was disclosure of confidential information to media outlets, charge 2A presents a different threshold question: What confidential information did Ms. Dunmeyer-Roberson actually disclose?

The fact that an elected official communicated with a member of the media does not answer that question. The relevant inquiry must focus on the content of each communication: What information was communicated? Was that particular information confidential under an identifiable law or policy? Was this disclosure unauthorized? And was any unauthorized disclosure knowing and willful?

The Inspector General's report identifies 10 communications with the media outlets. Eight

of those communications concern matters that were already public or arose from public board action, public news coverage, or public -- or any other sort of public communication.

A communication does not become confidential merely because the recipient happens to be a reporter. The recipient of an email does not determine whether its contents are confidential. The contents do.

So that leaves the two additional media communications referenced in the Inspector General's report. But the underlining emails were not provided in the report. Without those communications, neither Ms. Dunmeyer-Roberson nor this panel can identify the exact information alleged to have been confidential, determine the legal or policy basis for treating that information as confidential, evaluate the context in which it was communicated, or determine whether any disclosure was knowing and willful.

To be clear, Ms. Dunmeyer-Roberson is not contending that board members are free to disclose genuinely confidential information, nor is she contending that FOIA eliminates lawful

confidentiality requirements, attorney-client privilege or restrictions applicable to executive session information. This issue is much narrower. What confidential information did she willfully and improperly disclose?

As to the eight identified communications, the report does not establish that confidential information was, in fact, disclosed. As to the remaining two, the report does not provide the underlying communication necessary to establish the allegation.

Accordingly, we respectfully request that the panel find charge 2A not sustained.

As it relates to charge 2B, which is disclosure of confidential information to a district vendor. Charge 2B presents an equally straightforward question: To whom was the alleged disclosure made?

The Inspector General's report identifies 28 emails that Ms. Dunmeyer-Roberson forwarded to her own personally controlled Gmail account between February 15 of 2023 and December 22nd of 2025.

It is true this Gmail address had historically been listed as a contact

information for Ms. Dunmeyer-Roberson's educational consulting company, Next Level Educational Services. But the chronology of events matters.

Ms. Dunmeyer-Roberson concluded her educational consulting work for the district in March of 2022 as she prepared to seek elected office. The emails identified by the Inspector General began in February of 2023, nearly a year after that consulting relationship ended. No official district vendor business was conducted through that Gmail account during the period identified by the Inspector General.

So the evidence establishes that Ms. Dunmeyer-Roberson forwarded emails from one account that she controlled to another account that she also controlled.

Please note that Ms. Dunmeyer-Roberson has used this Gmail account throughout the duration of her tenure on the school board simply as a matter of convenience. She has even received official communication from the school district utilizing this very same email address.

And as an aside, when she emails me, she uses the same email address. And it is simply

her name. It's not a company name or anything else.

The Inspector General identified a second email account. The evidence does not establish a second recipient. There is no second recipient here.

Without more, forwarding an email between two accounts controlled by the same person does not establish disclosure to a separate vendor, an outside business or another third party.

Accordingly, we respectfully request that the panel find charge 2B not sustained.

As it relates to charge three, conflict of interest with Mr. Aaron White. Finally, charge three asks the simple question of whether Ms. Dunmeyer-Roberson used her board position to obtain an economic benefit for herself or improperly influence a district decision involving Aaron White. Here again, other chronology is particularly important.

On May 5th, 2023, Ms. Dunmeyer-Roberson sent an email introducing Mr. White, an alumnus of St. Johns High School, to the school's new principal so that the two could meet if the principal had availability.

That is what the email did. At the time of that introduction, Ms. Dunmeyer-Roberson's campaign had ended. Mr. White was not a district vendor and solicitations and procurement matters did not even come before the board for ultimate approval.

Please note that in our initial brief, that we incorrectly indicated that Circle of Life Foundation, which is the foundation that Mr. White would found, did not yet exist at the time; however, we recently learned that the necessary paperwork had been filed with the Secretary of State's office regarding formation by the organizers. However, no substantive steps had been taken other than filing the initial documents with the Secretary of State.

The next question, therefore, is what Ms. Dunmeyer-Roberson subsequently did to influence the procurement process.

The Inspector General's report does not establish that she drafted a solicitation. It does not establish that she evaluated proposals. It does not establish that she negotiated contract terms. It does not establish that she approved invoices. It does not establish that

she directed district staff to select Mr. White, and it does not establish that she voted on a Circle of Life contract.

The May 5th email was the full extent of Ms. Dunmeyer-Roberson's communications with the St. Johns principal regarding Mr. White. Any later procurement activity was an administrative and operational process, not a board decision but within Respondent's authority.

The prior campaign relationship between Ms. Dunmeyer-Roberson and Mr. White may provide context, but it does not, standing alone, establish improper use of public office. The campaign had ended, Mr. White had been paid for his campaign work, and the Inspector General's report identifies no continuing financial arrangement between Ms. Dunmeyer-Roberson and Mr. White at the time of the May 5th email.

The evidence therefore establishes -- establishes an introduction. It does not establish Respondent's participation in or control over the subsequent procurement process.

An introduction is not a procurement decision. An introduction is not a procurement decision.

Without evidence connecting Ms. Dunmeyer-Roberson to the subsequent procurement process, the introduction itself does not establish that she knowingly used her board position to obtain an economic benefit or personally directed District operations.

Accordingly, we respectfully request that the panel finds charge three not sustained.

At this time, I would like to read a statement from Mr. Aaron White into the record.

In his statement, Mr. Aaron White stated that "My name is Aaron White. I was born on Wadmalaw Island in South Carolina and graduated from St. Johns High School."

MR. LIMEHOUSE: I ask is this a sworn statement that you intend to place in the record?

MR. GARVIN: Yes, place in the record. Yes, sir. Yes, sir.

"I earned a bachelor's degree at Coastal Carolina and my master's in social work from the University of South Carolina in 2018. I subsequently became a licensed social worker by the State of South Carolina following graduation.

"In addition to my social work counseling, I have also worked on numerous political campaigns, including Darlene Dunmeyer-Roberson's 2022 campaign for Charleston County School Board.

"Several months after the 2022 campaign ended, my cousin and I decided to create a nonprofit called the Circle of Life Foundation with the idea of serving youth in our community.

"We have spent years talking about doing this. On May 2nd, 2023, our cousin De'Andre Tommie was murdered in his drive on Wadmalaw Island. De'Andre was 18 years old and just a few weeks away from graduating St. John's' High School. In the immediate wake of this tragedy, we knew we wanted to help students at St. Johns in hopes of preventing this from ever happening again.

"On May 5th, 2023, Ms. Dunmeyer-Roberson sent an introductory email to the principal at St. Johns so my cousin and I could talk about what the needs are and how we can give back to our alma mater. We had a wonderful meeting with the principal and discussed a wide range of topics on the support needed for St. Johns and

its students.

"Over the course of the next year, I started to formulate a plan to provide counseling services and mentorship to students in need at St. Johns. This led to me submitting a proposal in 2024 to CCSD, along with two other applicants, to perform an array of services under my license as a social worker.

"I believe I was awarded the contract due to my qualifications and expertise in this very field of social work which set me apart from others.

"While performing this work at St. Johns, CCSD extended my contract based on the work we were doing. We were able to have a positive impact and touch the lives of so many young students, and I will cherish the work we did then for the rest of my life.

"Not once did I ask for nor receive assistance from Darlene Dunmeyer-Roberson to get the contract I subsequently earned.

"Ms. Dunmeyer-Roberson and I have never been associates or associated with one another. We have never been in business together. Ms. Dunmeyer-Roberson and I have never had a

shared economic interest. Ms. Dunmeyer-Roberson has never been involved in the Circle of Life Foundation and certainly has never had a fiduciary interest in the same.

"At no time in 2023, 2024, or any other period did I seek out Ms. Dunmeyer-Roberson for assistance nor did I receive any assistance from her in receiving contract work for CCSD.

"Ms. Dunmeyer-Roberson has never received a penny from me or from the Circle of Life Foundation in connection with my work for CCSD."

Notably in his letter, Mr. White also indicated that he had never been contacted by the Inspector General and had he been contacted by the Inspector General, or the school district, for that matter, that he would have provided the same information.

MS. BOROUGHS: Can I ask you, Mr. Garvin, is it a sworn statement or a letter, just to know?

MR. GARVIN: It is a letter from him.

MR. DAVIS: It's not notarized?

MR. GARVIN: It's not notarized, no, sir.

MR. DAVIS: So it's not under oath at all?

MR. GARVIN: No, sir. We can certainly

have him notarize it if necessary.

At this time we are happy to answer any questions regarding anything that we presented today at this time.

MR. DAVIS: Why didn't he appear?

MR. GARVIN: To be honest, he was planning -- he was planning to come today. And I got a call -- his counsel is actually here. His attorney is here. And I can share, we had a conversation last night. This is a young man, 20-something years old, who has, as you -- as stated in his letter, has been drawn into the public sphere.

This is somebody who never asked for any of this. This is somebody who has a young family. This is somebody who thought about and said cameras were going to be here, and he said, you know, I just don't want to take my family through that -- through that in that way.

But he was initially planning to come, but I think the hesitation of just making it a further spectacle is what scared him away from the process.

But his counsel is here today.

MR. DAVIS: I don't want to invade the

attorney-client or anything like that.

MR. ROBERTS: Yes, sir.

MR. DAVIS: Why didn't he appear?

MR. ROBERTS: What Mr. Garvin just said is absolutely correct. So despite the fact that his name has been dragged through this process in press releases and news articles and in the Inspector General's report, there has yet to be a face attached to these new charges.

He has not been publicly identified as far as himself. He's not been on camera. And he has a four-year-old daughter. His wife is a -- works in Charleston. He works. And they talked as a family. And he called me practically in tears last night, and I had to make a decision do I think this would affect his case.

And given the fact that Mr. Garvin has read a statement, which I am a notary, and I'm his attorney, and I can tell you that he wrote that statement.

I decided it's not worth the amount of anxiety that he was dealing with last night to be here today. I am happy to answer any questions. I think it's important that given he has never had the opportunity to speak, that he

does have a voice in this proceeding, and that he and Darlene Dunmeyer-Roberson were never associates. And the Inspector General's report indicates that they were associates.

And the Ethics Act is very clear, it says "With whom they are associated," and then the Ethics Act 8-13-121 defines what association means. And it is a business interest. And the reason for that is so elected officials can't use their office to enrich themselves.

So there has to be a shared interest, a business. If Aaron White gets money, so does Darlene, or vice versa. He was her campaign manager in 2022. Seven months later, this email is sent, which was clearly an introductory email. This was not a directive. The Inspector General's report says that she gave a directive. That's not true. A directive is a decision by somebody with authority on --

MR. DAVIS: I understand your argument. What's troubling to me is he reveals himself through a statement but isn't willing to come here and testify under oath.

MR. ROBERTS: We were not aware of this process. If I had known this would be an

opportunity for him to testify under oath, I 100 percent would have told him that he has to be here, and he would absolutely be sitting right here today to put his hand up.

I just learned during this meeting when Mr. Limehouse opened up about the fact that people would be sworn under oath. I spoke with Mr. Garvin last night, and we both had -- did not know about any of these circumstances of which he would have that level of opportunity.

So the best I could do was say, "Well, you're allowed to write a statement, and I will be there on your behalf."

I just want to say he received his Master's degree in social work in 2018. He's licensed by the State of South Carolina in social work. This is not a contract that just fell into his lap that he took on haphazardly.

MR. DAVIS: I understand your argument.

MR. ROBERTS: Yes, sir.

MR. DAVIS: To me, that's counsel. But what I would want, preferably, is to hear from him so if I have a question of him, I can ask him.

MR. ROBERTS: Is there a question that you

have for me that I can answer on his behalf?

MR. DAVIS: No.

MR. ROBERTS: Yes, sir.

MR. GARVIN: Okay.

MR. ROBERTS: Thank you.

MR. LIMEHOUSE: Mr. Garvin, can you speak to any of the residency-related issues addressed in the Inspector General's report?

MR. GARVIN: So yeah. So when we came in today, we had very specific charges that we assumed we would be discussing and that we addressed, of course, in our pleading to this panel. That wasn't a charge that we were ever aware that needed to be addressed in this matter.

MR. LIMEHOUSE: And I don't think it necessarily would need to be addressed by this panel, which, of course, does not make decisions but merely recommendations. The ultimate decision is up to the Governor. But I certainly think it is of interest if Ms. Dunmeyer-Roberson, by operation of law, forfeited her seat before other conduct at issue.

MR. GARVIN: Well, I think if the panel

wanted to address that today, then I think that should have been something that we were presented an opportunity to do so. What we addressed, as her counsel, we addressed the allegations and the charges that you stated at the beginning of the hearing.

MR. LIMEHOUSE: I'm not saying that I expected you to come prepared to address it, I'm just saying is that something you would like to address here because it does raise the question of whether or not addressing other issues is even necessary.

MR. GARVIN: It's not one of the charges as identified, and so at this point in time, we're not in a position to address that.

MR. LIMEHOUSE: Okay.

MS. BOROUGHS: I had several factual questions that -- I'll also have some questions for the IG about the evidence and so I'll just go in your order of charges.

I mean, the first charge is about revealing the contents of executive session to Mr. Hollinshead. Did she do that? Like that's a factual question.

Did she tell Mr. Hollinshead anything from

the executive session that he was not a part -- he was not a part of that executive session, my understanding is, because he had a conflict of interest.

MR. GARVIN: So -- so let me -- I can answer that question for you.

So, no, she did not. Okay. She was actually in the hospital with her mother the day that the meeting was held. She was not there in person. She was in the hospital attending the meeting via Zoom.

And she actually only even attended the meeting that day to share with her fellow board members that she really wasn't interested in working on whatever the subject of that meeting that -- I believe it was a committee of the whole. She was not interested in working with that particular committee.

So she attended the meeting to say just that: I don't intend on -- okay. So Ms. Dunmeyer-Roberson told me that during the hearing that she would certainly give me the queue. And so at this --

MR. LIMEHOUSE: For the record, we're happy to hear from her and have afforded her the

opportunity to testify under oath.

MR. GARVIN: So at this time, my client, from the very beginning, has been willing to come here and testify. I will not restrict her in being able to do that, so she's happy to go under oath at this time -- is that correct, Darlene? -- and answer any questions that you all may have.

MR. DAVIS: Before we do it, back to counsel. Not just your client under oath, but even just to hear from him in person is what I would be interested in to ask him in person.

MR. GARVIN: Can we call him?

MR. ROBERTS: I understand, and I can certainly put him on a Zoom call immediately. The cameras are the issue, sir.

MR. DAVIS: I understand.

MR. ROBERTS: He has not been --

MR. DAVIS: I understand.

MR. ROBERTS: Yes, sir.

MR. LIMEHOUSE: Madam Court Reporter, if you will swear the witness.

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DARLENE DUNMEYER-ROBERSON, being first duly sworn, testified as follows:

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MS. DUNMEYER-ROBERSON: So I did not attend that meeting in person because, as Attorney Garvin said, my mom was having surgery. And the only reason I logged in to the special call part of that meeting was so there was a hearing panel that was getting ready to be formed based on a situation, and I was not interested in serving on that panel, and I wanted to let my colleagues know that I was not interested in serving on that panel.

And so during that whole process, I could barely hear. I really wasn't interested in what was happening in that meeting. And to answer your question, I did not tell Mr. Hollinshead anything that came out of executive session.

MS. BOROUGHS: Did you talk to him after that meeting?

MS. DUNMEYER-ROBERSON: I did not.

MS. BOROUGHS: So that's my question on the first charge. I think that's all I had for the questions there.

On the second one that you went through, I have similar questions for Mr. Garvin that you raised about what's confidential or not in the

substance. However, several of the emails, specifically numbers 4 through 8, to me, look pretty heavily attorney-client privilege, so I'm confused at the argument that the -- that these emails are not confidential. And I wondered if you could speak to that and explain to me what your thought process is there.

One, two, and three, I have some questions about. But when we get into communications that are clearly between attorneys and board members and convey attorney advice to the board, that strikes me as attorney-client privilege so I'm wondering why the argument that it's not confidential?

MR. GARVIN: Absolutely. So again, our position on this, Madam Panelist, is that the information that she was currently discussing was already in the media environment. There were already news articles about many of the things -- all of the things, is our position. Those things were already being discussed publicly. They were also being discussed on social media.

So it's not like there was an executive session, and she left the executive session and

then went out and disclosed things that were -- that her attorney or that the District's attorney has said. That's not my understanding of what occurred.

My understanding of what occurred is the fact that these things were already into the environment, had already been injected into the conversation.

MS. BOROUGHS: So, for instance, the email where two other board members asked for legal clarification from counsel, I don't have any evidence that that was otherwise in the public. So like look at email number eight, the December 10th at 4:34.

MR. GARVIN: 4:34, yes.

MS. BOROUGHS: And I can tell you what page it's on in the exhibit. If you give me one second, I'll get there.

So the reason I'm asking you instead of Ms. Dunmeyer-Roberson is that I think it's more of a legal argument about this is information where two board members are asking for legal advice from counsel. And I don't have any indication that this was -- I mean, they ask for legal advice at 12:13, and it's forwarded to a

reporter at 4:34.

So is the argument that somehow it was in the public -- or I can ask if she -- if your client would like to testify under oath, did sometime between 12:13 and 4:34 it become public information in a different way?

MR. GARVIN: Understood. Understood. Understood.

So our position on that is that -- and I'm doing my best to explain this. This information was, from my understanding, already in the public sphere. And what happens, the way the superintendent operates, according to Ms. Dunmeyer-Roberson, is that something could be nonconfidential and then later on there's a designation that changes, via email or via -- or, yes, via email. So that designation can sometimes change.

And so our position on that is that what happens is the superintendent intentionally used the cloud or the cover, rather, attorney-client confidentiality to keep things that were already disseminated potentially private. I hope that answers your question.

MS. BOROUGHS: So I can understand that

argument. My question -- and maybe it's better, do you have evidence? Do you have a witness? Do you have a document? Can you show me a newspaper article where this information is public?

Because this is not -- as I understand this, this is an email from a Board of Trustee, two different emails from Boards of Trustees asking for legal advice, and two hours after they ask for legal advice, Ms. Dunmeyer-Roberson forward it to the press.

And I -- you say your position is it was in the public sphere. If that's true, I really want to know that. I just don't have anything that shows me it's in the public sphere. That's what I'm looking for.

MR. GARVIN: Okay. So my understanding of this is that this is a follow-up email, and we're going to pull it. My understanding is that this information was already out there. And what we're getting here are pieces of the puzzle and not the entire puzzle.

So we'll use example number -- okay. So we'll use --

MR. LIMEHOUSE: Counsel, I just remind you,

as we discussed previously, to be careful not to divulge confidential information.

MR. GARVIN: Yes, sir.

MR. LIMEHOUSE: And whenever possible, identify documents.

MR. GARVIN: Will do. Yes, sir.

So this is one email example that we'll use, and I believe -- I don't think this is confidential. If it is, please let me know. This is CFO commentary.

MS. BOROUGHS: So you're looking at email on what date and time?

MR. GARVIN: Friday, December 5th, 2025.

MS. BOROUGHS: So that would be the fourth email in the table?

MR. GARVIN: Uh-huh.

MS. BOROUGHS: So this is -- to make sure we're on the same document, this is the board for December 5th, 2025, at 12:13 p.m.?

MR. GARVIN: I have a 12:09 in front of me. December 5th, 12:09. I'm happy to show you a copy of what we're looking at and see if that matches what you have.

MS. BOROUGHS: Do you have two copies of this?

MR. GARVIN: Unfortunately, no. I'm sorry.

MS. BOROUGHS: No? I do not have a copy -- oh, I see. Okay. This is -- this is the email that was later forwarded.

So in the December 5th, 2025, email at 12:13 is a forward of the 12:09 email. Yes, I'm following now. Yes.

MR. GARVIN: Yes.

MS. BOROUGHS: So what's your comment about this email?

MR. GARVIN: So there's an article, and I think you all should have a copy of an article that was published in the local paper entitled Charleston Students Deserve Leadership Stability More than Ever. And this email is directly related to -- the email that we're talking about right now is directly related to this article that was already published, that was already in the paper.

And so Ms. Roberson-Dunmeyer's position -- Ms. Dunmeyer-Roberson's position is that, again, that information was already interjected into the -- into the public sphere. And this is an example of that. So her position is that the information that she's sharing is not something

that was not already known.

MS. BOROUGHS: Can I see that article, if you mind?

Do you mind if we keep this -- I don't have a copy -- can we mark this as Respondent's Exhibit A.

While, to my friends in the press, I do read The Post and Courier, not every article, every day, so I would like to know what's in the record.

- - -

(RESPONDENT'S EXHIBIT A, Newspaper Article, was marked for identification.)

- - -

MS. BOROUGHS: Thank you.

So I think we can look at what is in the article versus what is here. The fact that it covers -- is your position, if it covers the same general topic, that attorney-client no longer applies?

MR. GARVIN: Our position is that the emails that she forwarded were already things that were being discussed in the public sphere. Our position is that she did not put anything -- any new information out there. She didn't share

anything additional that was not already being written about in editorials, being written about in news articles.

Based upon the eight emails that we saw, again, our position is that out of those eight, of course, we didn't see two, but out of those eight, there's nothing in them that signifies that she was sharing information that was not already known to the public.

MS. BOROUGHS: So I'm going to take you --

MR. DAVIS: But it was information that was discussed in closed session.

MS. DUNMEYER-ROBERSON: Can I be sworn in again?

MS. BOROUGHS: No, ma'am. Just to remind you, you are still under oath.

MR. DAVIS: You're under oath.

MS. DUNMEYER-ROBERSON: No. I think it's important for you all to understand there are two things that's happening here, and I'm not sure that it's intentional.

This email, this newsletter, this commentary is what started it. When I asked for this -- there's a whole chain of emails that you all don't have. You have portions of an email.

And so for me in order -- this is what I said to you when context is missing. So you don't have the entire email thread. You only have a piece of it. And so that's why you are asking a question because you don't have the whole email thread.

So this commentary is what's initiated the whole email thread. And it goes in to detail about what should happen if a staffer puts out information about a dissenting vote.

When a response came back in from the superintendent, that email was then responded to using the title Attorney-Client Privilege.

MS. BOROUGHS: So I understand the argument that it was in the press. I want to know if you have any other evidence that this specific material was in the press. I am particularly concerned about two other board members who asked for legal advice and two hours later that was forwarded to the press.

MS. DUNMEYER-ROBERSON: That's not what they were asking for legal advice about. They were asking for legal advice about a totally different topic.

MS. BOROUGHS: Okay. My only question --

my only question is: Do you have any other news articles or other things -- other evidence of what was in the public? If the argument is this was in the public, so it's not confidential, do you have anything else that shows what was in the public sphere at that time?

MR. GARVIN: Right. This isn't one of the examples.

MS. DUNMEYER-ROBERSON: Relating to this or anything?

MR. GARVIN: So any other emails? Are you looking for this particular example, or any of the eight emails that we know about?

MS. BOROUGHS: So I'm looking specifically where I'm seeing attorney-client privilege possibilities are in the emails like four, five, six, seven, and eight. Eight was the one we just talked about with legal advice. But if you have anything you would like us to consider, like this is in the public sphere, I would like to know about that.

MR. GARVIN: So we have several examples.

MS. BOROUGHS: Sure. Sure.

MR. GARVIN: If you go through the list.

MS. DUNMEYER-ROBERSON: Okay. Number one,

I believe this is line five, and they are asking about -- this has been going on since 2021. The St. Johns' baseball renovation project. The news -- this was on the board agenda, and the monies were reallocated. And so I was contacted because it's my district. I asked the staffer what is that about? He responded. And I gave the reporter the information. So there was nothing confidential about it's the St. Johns project.

MR. GARVIN: And let me make a distinction. She never, you know, intentionally disclosed any information. I know your question is, well, there was a question there about one specific thing, but her intent was to never -- if she shared something, it was not to divulge anything that was deemed confidential. There's no -- yeah, anything that she shared from her perspective was already public, and a whole chain was shared, I think this is correct, that was not something done intentionally or maliciously or, you know, in that regard.

So just allow me to clarify that. This last email is a great example.

MS. DUNMEYER-ROBERSON: So this is one with

the renovation, where the news reached out and asked for information.

There's another with the D9 naming of the elementary school. I believe that's number two. That you only have a piece of the email, but when I went back to get the entire contents, it showed that it was the controversial naming of the Johns Island Elementary School. They reached out about. That's the entire email which showed that the news was interested in that topic, and I responded to that.

There's number three, where when we were voting for the superintendent, it was in the news and her certification came up, and they reached out about that. It was public information. And I believe they reached out to the district as well. And the superintendent forwarded to me, and I said, "Thank you for the information." And sent it to the news media, and they said they had already had it. So all of this was already in the news.

MS. BOROUGHS: I was more asking about four through eight, which are the attorney-client emails. You don't need to explain every email to me unless if you want to, you're free, but if

there's other information about what's in the public sphere, I just want to make sure I have it. That's all.

MR. GARVIN: All right. Fair enough. Fair enough.

MS. BOROUGHS: Thank you.

On the 2B, I think -- and if you're willing to answer, Ms. Dunmeyer-Roberson, just to put the facts on the record about the vendor. The email address that are for those emails forwarded to the email address that has your name in it, is that your personal email address?

MS. DUNMEYER-ROBERSON: It is.

MS. BOROUGHS: Did you also use it when you were a vendor?

MS. DUNMEYER-ROBERSON: I did.

MS. BOROUGHS: And when was your work with the district as a vendor completed?

MS. DUNMEYER-ROBERSON: March 2022.

MS. BOROUGHS: Did you have any business with the District as a vendor after March of 2022?

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: Okay. I think that's my questions on the emails.

On the conflict of interest charge, it sounded like you obviously had some relationship or knowledge of the principal that you introduced Mr. White to. Did you discuss Mr. White and his program with the principal outside of this one email?

MS. DUNMEYER-ROBERSON: No. That's the only contact with that email. And the entire email context was actually me congratulating the principal on becoming a star principal. And that I would see him and his beautiful wife at the gala that night and that was it. Nothing else.

MS. BOROUGHS: At the gala, did you discuss this at all?

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: Did you talk to the principal later --

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: -- about their meeting?

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: Okay.

MR. LIMEHOUSE: When did you first become aware of his status as a vendor with the district?

MS. DUNMEYER-ROBERSON: Probably once he was awarded the contract years later. 2023, '24.

MR. LIMEHOUSE: Do you have an approximate date?

MS. DUNMEYER-ROBERSON: No, because I really wasn't involved in that at all. Absolutely nothing other than the introductory email. I have -- yeah, as a board member, we don't do procurement. That doesn't come to us. And so there's no need to for me to have conversations with anyone about procurement or solicitations or anything like that.

So that's not something that as a board member that we are involved in. That's totally on the operational side. And so there's no need for me to know who's doing what in the district as far as procurement.

MS. BOROUGHS: Did you have conversations with any other employee of the District about this program?

MS. DUNMEYER-ROBERSON: None. None. The only person that I said anything to was the principal, and it was just that if you are available to meet with Mr. White. That was it.

And I think, again, not to go down a rabbit hole, that was someone that just died in the area. And that's why I was like okay. Because of his background and he's an alumnus. So all of the procurement stuff had nothing to do with me. This was volunteer where I'm thinking that he's going to need to talk to the principal about. Nothing else.

MR. DAVIS: Did he speak with you about the conversation or the meeting?

MS. DUNMEYER-ROBERSON: No. No. Not at all.

MS. BOROUGHS: So in the materials there, and I want to make sure we protect confidentiality.

General Lamkin, help me out here.

There was an official that felt compelled to use this vendor. Do you know of any conversation where you could have seen that as a the consequence? That someone would have felt to use this vendor because of pressure from you?

MS. DUNMEYER-ROBERSON: No, not at all.

MR. GARVIN: Let me take that question as well. You may have something else that you want to add.

So there's a board policy -- policy -- is it S -- or policy SPB -- the policy that deals -- what is it? Policy BCC that deals with internal issues that are described here.

So if there was a district official who felt pressured, there was a process that they could have followed to ensure that -- that -- that, you know, that pressure from an alleged board member did not exist.

So let me give you an example. If it was somebody in the procurement department, if they had an issue, the policy states -- and we have a copy of it -- the policy states that they would then go to the superintendent.

If it was the superintendent that felt pressured, the policy states that they would then go to the board chair. And that didn't happen here.

A week -- my client never heard anybody having any concern about that one email which was, as we have said a multiple of times, was simply an introduction. We never heard about that until the Inspector General's report. That was never an issue.

And I want to reemphasize, but she said it

herself, but this contract wasn't awarded for well over a year after the initial email introduction was made. She had nothing to do with it.

MR. LIMEHOUSE: Make sure I understand. Is it your testimony today that you never spoke with anyone employed by the Charleston County School District regarding this procurement process or contract?

MS. DUNMEYER-ROBERSON: Correct. Uh-huh. So it's really surprising that three years later that someone felt pressured by me, and no one has ever said anything. I never spoke to anybody about this contract.

MR. GARVIN: And the process that the district had in place there were never, as far as we know, any complaints made, any allegations made. There was never any concern in-house addressed. They do have an in-house process that should have handled that process if there was, in fact, pressure from Ms. Darlene.

MR. LIMEHOUSE: Do you have any reason to believe that the pressure was assumed by virtue of Mr. White's proximity to you or association with you?

MS. DUNMEYER-ROBERSON: No. And I say no because, first of all, I didn't have anything to do with it. And I would think that because the report says that it was a senior level staff, I would think that's the chief. The chief was -- if they felt pressured by me, we don't talk to chiefs unless we are copying the superintendent on any correspondence. We just don't have access to staff like that.

Whatever we do, we have to go through the superintendent. So if we're talking to a chief, the superintendent had to be copied on it. So everybody would know who is saying what or who's doing what. If there's the superintendent who is the senior district person that felt pressured, there's the board chair that she could have told that I'm pressuring.

If beyond the board chair, if there's something that's wrong, we go to the ethics commission. This is completely new to me. Never heard it. Never said anything to any district staff about this -- this process or anything. It's just ...

MR. GARVIN: But if there was an ethical violation, she made an excellent point as it

relates to the ethics committee. They are the folks that if somebody truly has legit complaints before the IG comes along, that this sort of allegation should have been made to. Of course, you had your in-house process which was not used. And then, of course, you have the separate ethics process that was not used. This doesn't come out until several years later in an IG report from unknown sources.

MR. LIMEHOUSE: It looks like, as I understand things, quite a few processes were not followed in connection with that procurement -- background checks and other aspects of the particular procurement.

MR. GARVIN: What I might add is -- let me emphasize -- that doesn't come before a trust -- a board member. From my understanding, the board members knew very little about the process. So the procurement process was not followed and that lies squarely on the superintendent and her senior staff. Not a board member.

MR. LIMEHOUSE: This was a number of years ago. I have to think back to where that fits in the timeline, but ...

MR. GARVIN: The board, as you all know, did not handle the day-to-day operations for any organization. The board provides general oversight. So if something is not happening, it's going to be those folks that are heard day in and day out and make that. That's where the ultimate responsibility lies.

MR. LIMEHOUSE: Ms. Dunmeyer-Roberson, are you aware of whether or not the District has ever sought any return of funds or repayment for any of those invoices associated with that contract with Mr. White?

MS. DUNMEYER-ROBERSON: Not that I know of.

MR. LIMEHOUSE: What about with your former entity?

MR. GARVIN: That wasn't something that we were informed -- has nothing to do with the charges as it relates to her former entity. So I do object to that question.

MR. LIMEHOUSE: Okay. I think it relates to the procurement process, but your objection is noted for the record. And you're instructing her not to answer that?

MR. GARVIN: Restate the question, please.

MR. LIMEHOUSE: Whether or not the district

has ever sought repayment or return of funds from invoices that were generated by her former company.

MR. GARVIN: Yeah, yeah. At this point I'm going to instruct you not to answer that question because that's not something that you all provided to us as it relates to the charges. So I don't think that's a fair question to ask at this time.

MR. LIMEHOUSE: Okay.

MR. GARVIN: She has shared -- I'm doing my job as her attorney, but she has shared with me that she has no problem answering that question.

MS. DUNMEYER-ROBERSON: I can speak to the Next Level. I have never -- no one in the district as ever contacted me about returning anything. So Next Level, they're interested in late fees, and I have not heard anything about my work that I provided to the district before I became a board member. Nobody.

MR. LIMEHOUSE: Okay. And when was the last payment from the district to Next Level?

MS. DUNMEYER-ROBERSON: June 2022 for work that I had done. I think it's important for you -- it was work that I did, good work that I

did because the schools went up in their rating based on work that I did. But the district did not have the funding. The principal asked me to continue to work because they knew the funding would come in.

And so those large amounts, it's not because of overpayment and overcharging, it's because I didn't get paid for the entire school year, and I was waiting to be paid.

MS. BOROUGHS: So when was the last check?

MS. DUNMEYER-ROBERSON: They paid me June 22.

MS. BOROUGHS: Okay.

MS. DUNMEYER-ROBERSON: But I stopped working for them in March.

MR. DAVIS: And you became a board member when?

MS. DUNMEYER-ROBERSON: November.

MR. DAVIS: Have you ever had any discussions with anyone within the school district about Next Level?

MS. DUNMEYER-ROBERSON: No.

MR. GARVIN: Keep in mind that Next Level ended when she became a board member. It was no more, correct?

MS. DUNMEYER-ROBERSON: No more.

MR. GARVIN: No more consulting. So when she became a duly elected member of the Charleston County School Board, there was no more consulting work.

MR. DAVIS: Understood.

MR. LIMEHOUSE: Why don't we go off the record and take a quick break while you all work out the logistics.

MR. GARVIN: Thank you.

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(A recess transpired.)

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MR. LIMEHOUSE: Back on the record. I believe you will have another witness --

MR. GARVIN: That is correct.

MR. LIMEHOUSE: -- intend to testify.

Ms. Dunmeyer-Roberson, I just asked to remain under oath in case we want to come back and revisit anything.

Thank you. Your witness.

MR. GARVIN: Thank you, sir. Thank you all for your patience. We did think it was important that Mr. White be here as well. I think we're getting him on.

MR. ROBERTS: Hey, Aaron. All right, sir. I'm going to move this in hopes of you at least being able to see the panel and the panel being able to see you.

MR. WHITE: Yes, I can see the panel perfectly.

MR. LIMEHOUSE: And we can hear you perfectly.

He may want to see Mr. Garvin, who I suspect will be asking the questions.

MR. GARVIN: Yes.

MR. LIMEHOUSE: If we could swear him in remotely, that would be great.

Thank you.

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AARON WHITE, being first duly sworn, testified as follows:

- - -

MR. GARVIN: Thank you so much, Mr. White, for taking time out of your day to be here for this matter of importance.

My name is Kambrell Garvin, and I represent Ms. Darlene in this matter before the panel today.

I'm going to ask you a couple of questions,

and I just need your answer. If there's a question that I ask you don't understand, feel free to ask for clarity.

So, Mr. White, you previously served as Ms. Dunmeyer-Roberson's campaign manager; is that correct?

MR. WHITE: Yes, that's correct.

MR. GARVIN: And you were compensated for that campaign work, but did you have any sort of financial arrangement, any sort of ongoing financial arrangement with Ms. Dunmeyer-Roberson after the campaign ended?

MR. WHITE: No, none whatsoever.

MR. GARVIN: You were also an alumnus of St. Johns High School; is that correct?

MR. WHITE: Yes, that is correct.

MR. GARVIN: On May 5th of 2023, Ms. Dunmeyer-Roberson introduced you to the new principal of St. Johns High School; is that correct?

MR. WHITE: Yes.

MR. GARVIN: At the time of that introduction, where was Circle of Life in its founding at that point in time?

MR. WHITE: We were originally founded in

March of '23; however, no business or anything like that had occurred until -- really what precipitated it was the death of my cousin in which we were at that point saying we needed to just go ahead and do what we needed to do in order to serve students at St. Johns.

And to give some context, my cousin was a young man on Wadmalaw Island that was murdered in his driveway right down the street from where I grew up. At so that time we knew we needed to do something at St. Johns, and that's what led to our work there.

MR. GARVIN: Okay. Are you aware of any time where Ms. Dunmeyer-Roberson ever told the principal in your presence or anyone else at the District that they should hire you, contract with you, or pay you?

MR. WHITE: No, not to my knowledge.

MR. GARVIN: Did Ms. Dunmeyer-Roberson ask you to create Circle of Life so that she could obtain business from the District?

MR. WHITE: No, not at all.

MR. GARVIN: Did she assist you in preparing or submitting any proposal, bid, application or other procurement document to the

district?

MR. WHITE: No.

MR. GARVIN: Did she provide you with any nonpublic information that gave you an advantage in obtaining district business?

MR. WHITE: She did not.

MR. GARVIN: Did she ever communicate with district employees on your behalf concerning the selection of Circle of Life for a contract?

MR. WHITE: No, not to my knowledge.

MR. GARVIN: As far as you know, did she ever pressure or direct any district employee to award business to you or Circle of Life?

MR. WHITE: No, not to my knowledge.

MR. GARVIN: Did she participate in negotiating the terms or amount of any Circle of Life contract?

MR. WHITE: No, not at all.

MR. GARVIN: Did she approve any Circle of Life invoice or direct anyone to make payment to you or Circle of Life?

MR. WHITE: No.

MR. GARVIN: Did you ever give Ms. Dunmeyer-Roberson any money, compensation, gift or other financial benefit connected to the

Circle of Life's work with the district?

MR. WHITE: No.

MR. GARVIN: Were you ever interviewed by the Inspector General regarding any of this testimony?

MR. WHITE: I was not, no.

MR. GARVIN: Would your testimony have been the same as it is today had you been interviewed by the Inspector General?

MR. WHITE: Absolutely, and I would have welcomed an interview with the Inspector General to clear up any of those allegations.

MR. GARVIN: Mr. White, I know this has been heavy on you and your family, and I want to give you just a brief moment to talk about the impact of having your name and reputation dragged into this entire encounter.

MR. WHITE: Yeah. So thank you for the opportunity, and my apologies to the panel for not being able to be there in person. Had I known I would have had the opportunity to address the panel, I definitely would have made it my business to be there.

But this has been very difficult for me and for my family simply because none of this was

expected. I had done the work that was required in the contract. I was very happy about the work that we did.

And to my knowledge, even up until this point of all of this occurring, I thought CCSD was satisfied as well with the work that we did simply because they extended our contract with the same terms for additional work to be performed.

And so this has been quite difficult because it came out of nowhere, never been -- my name has never been, you know, dragged through the mud in which it feels like it's being for what I feel like is really no reason.

I would have -- again, would have welcomed an interview with the Inspector General just to talk about some of the issues surrounding what is in the report, and hopefully that would have provided some information that would have been valuable. However, that invitation was never given. And I believe that had it been given, I would not have been through so much embarrassment and everything else that has come along with this entire situation.

So this has been quite difficult. Again,

my apologies for not being there in person. Had I known that I would have been given an opportunity to speak, I would. But I am grateful for the opportunity to be able to address you all today.

MR. GARVIN: Mr. White, and I appreciate that. One final question for you and then I assume the panel may have some follow-up questions.

Other than introducing you to the principal of your former high school, St. Johns, did Ms. Dunmeyer-Roberson ever take any action to cause the district to award business to you or Circle of Life?

MR. WHITE: No, not at all.

MR. GARVIN: Okay. One follow-up question: You lost your contract; is that correct? Since all of this became public?

MR. WHITE: Yes. Well, my contract was terminated in the fall of 2024, but I believe the reason for that termination was due to nonappropriations at the time.

MR. GARVIN: Understood.

Is it true, Mr. White, that you received a notice of suspension from the school district as

a vendor as a result -- as a direct result of the Inspector General's report?

MR. WHITE: Yes, that is correct. I did receive a notice of suspension.

MR. GARVIN: And it cited the report?

MR. WHITE: Yes, it did.

MR. GARVIN: As the reason that you lost your contract, correct?

MR. WHITE: As a reason why I'm on a notice of suspension as a vendor, yes.

MR. GARVIN: Understood. Thank you, Mr. White.

MS. BOROUGHS: Just one question, Mr. White. Thank you for coming on today.

Did you ever have a meeting with yourself, any district employee, and Ms. Dunmeyer-Roberson?

MR. WHITE: Never.

MS. BOROUGHS: Okay.

MR. DAVIS: What about phone conversations? When I think of a meeting, I think of in face. Did you ever have any phone conversations?

MR. WHITE: No.

MR. DAVIS: No emails?

MR. WHITE: No, no emails.

MR. DAVIS: Any text messages?
MR. WHITE: No.
MS. BOROUGHS: Did you discuss your contract with Ms. Dunmeyer-Roberson? Your district --
MR. WHITE: No.
MS. BOROUGHS: -- contract with her?
MR. WHITE: I'm sorry.
MS. BOROUGHS: Sorry. I was just clarifying when I say contract, I meant your Circle of Life contract with the District. Did you ever discuss that with Ms. Dunmeyer-Roberson?
MR. WHITE: No. She would have been aware of me being a vendor, but specifics regarding the contract, no.
MR. LIMEHOUSE: When you say she would have been aware, how would she have been aware?
MR. WHITE: Because she's the trustee for the area in which I was serving at St. Johns.
MR. LIMEHOUSE: Are you aware of any direct knowledge that she had?
MR. WHITE: No, not any direct knowledge other than the fact that I was serving as a vender in a school that was within her district.

MR. DAVIS: Have you ever compensated her for anything in relation to Circle of Life in any form or fashion?

MR. WHITE: No.

MR. LIMEHOUSE: Do you know if a district contract was ever actually awarded to Circle of Life?

MR. WHITE: Yes. So a district contract was awarded to -- and this is sort of a little murky, I guess. Because the -- we received an intent to award, which became a statement of award, which was then considered to be our contract based on multiple communications with the district.

From that time, we were instructed to begin business. We provided all the services that were congruent with the particular contract, and then we also were -- we received in June of 2024, we received a contract extension. And in that contract extension, there was again noted the contract remains at this particular rate for this particular amount of time. So yes, there was a contract in place and a PO as well. Purchase order.

MS. BOROUGHS: Mr. White, the main topic of

the IG report is this introductory email between you and the principal. How did that email come about? Did you ask Ms. Dunmeyer-Roberson for the introduction? Did it just come about organically? How did that introduction come about?

MR. WHITE: Well, there was -- there was at that time a discussion about what had happened on Wadmalaw with this -- with my cousin. And at that time that had -- you know, I discussed what had happened, that this was a student. I think that might have led to that email being -- to that email being sent to connect us. And I had already previously seen the principal at a previous meeting.

But that introductory email was really so that we could sit down and have a conversation about how we best help the school and the students there.

And if you -- if you note, my cousin's death was -- and forgive me because I'm trying to remember exact dates here. But I believe my cousin's death was either May 2nd or May 3rd. And that email, the correspondence that you are referring to would have occurred about May 5th,

according to that report that I read. You would see a direct link between those discussions happening at that time in regards to his death.

MR. LIMEHOUSE: And did you or anyone affiliated with your entity ever submit to background checks?

MR. WHITE: No. At the time that I began business with the district, I felt the burden of background checks rested on them. So I did not submit a background check as a vendor nor was I asked to. I was never contacted or called or asked to submit one for the district.

MR. LIMEHOUSE: And when you visited the school or schools, did you log in via the front office each time?

MR. WHITE: Yes, but again murky, slightly murky. The majority of the times that did happen, there may have been a few times, and if you visited any CCSD school, not to, you know, say this publicly because I don't want to disparage CCSD at all, but there are times in which the responsibility of the person at the front desk is the one that checks you in.

And so there would have been times -- a couple times -- or a few times that I do

remember where we entered the school and we were told, "Hey, just go ahead through" because the person at the front desk was either, you know, they had the phone ringing, they had, you know, a staff member and a student or -- and multiple visitors in front of them. Because we were frequenting the school so often, that front desk person a couple of times would have said, you know, "Just go ahead through."

So could have been times in which our presence was not properly captured; however, the work that we did, we do have documentation for.

MR. LIMEHOUSE: Okay. Thank you.

MR. GARVIN: Just one follow-up question.

Mr. White, can you describe the work that you did for the School District and specifically St. Johns High School?

MR. WHITE: Yes. So we provided psychoeducation services, which is an array of topics like, you know, managing emotions, you know, behavior, looking at different topics that, you know, are relevant to adolescents and teens, and then we provided mentorship as well. So collaborating and talking with district staff, such as teachers and the school

counseling department in order to best assist in the areas of academic support is really the gist of what we did.

MR. GARVIN: Thank you. No further questions.

MR. LIMEHOUSE: Any further questions?

MR. DAVIS: No.

MR. LIMEHOUSE: Thank you for your testimony.

MR. WHITE: Thank you.

MR. LIMEHOUSE: I appreciate you being here even by FaceTime or Zoom.

MR. ROBERTS: Yes. Thank you.

MR. LIMEHOUSE: Any further submissions from you at this time?

MR. GARVIN: Not at this time.

MR. LIMEHOUSE: All right.

MR. GARVIN: So you asked a question earlier about the email chain and so forth and potential attorney-client privilege information being disclosed, and Ms. Darlene just kind of wants to make sure we don't leave that unclarified.

As it relates to that material, the initial email, I believe you referenced emails I believe

six, seven, eight, something like that, the initial inquiry was sent by Ms. Darlene to the district counsel as a result of a social media post that the district's chief financial officer posted about her. And so it was Ms. Darlene seeking legal counsel, again, on a matter that was already in the public sphere.

So her -- our position, based upon our review of the email, is that the other members were -- information that was forwarded was not -- was not initially classified until much later as being attorney-client as it relates to those communications.

Ms. Darlene, if you want to specify anything else as it relates to that?

MS. DUNMEYER-ROBERSON: Yeah. So I have the whole email thread, and those two trustees were asking general questions. They were not asking for legal advice. They were asking a general question about board members coming in and out of executive session. So this -- so they weren't asking for legal advice. It was me asking for legal advice.

MS. BOROUGHS: Did you believe you had the authority to waive attorney-client privilege for

the district or for the entire board?

MS. DUNMEYER-ROBERSON: No, I never believed that. I do know the privilege lies with the board. So this was -- and again, the attorney-client privilege designation was added onto it by the superintendent for some odd reason.

MR. GARVIN: After.

MS. DUNMEYER-ROBERSON: It was after.

MS. BOROUGHS: When was the designation added, to your knowledge?

MS. DUNMEYER-ROBERSON: December 9th. And it was about something completely different. I have the complete thread. This whole thread began December 5th and it went on for days.

MS. BOROUGHS: So the copy I have, counsel also labeled it as Privileged Client Communication at the time.

MS. DUNMEYER-ROBERSON: He labeled it Attorney-Client Communication --

MS. BOROUGHS: Correct.

MS. DUNMEYER-ROBERSON: -- on December 10th.

MR. LIMEHOUSE: There are several emails to that effect.

MS. BOROUGHS: Correct. And the chains that are forwarded, the emails that come from counsel themselves label as Attorney-Client Information. So I'm just clarifying the designation. His designation was not added later. His designation was at the time. But there was some other designation later; is that correct?

MS. DUNMEYER-ROBERSON: December 9th, there was one that's added as attorney-client privilege allegation re executive session.

MS. BOROUGHS: Can you point that to me? I'm not finding where that is.

MS. DUNMEYER-ROBERSON: No. I think what I'm trying to say to you is that this whole thread is started December 5th.

MS. BOROUGHS: Correct.

MS. DUNMEYER-ROBERSON: And it continued to December 10th. And the designation was added by the superintendent about something totally unrelated to my initial email. And so the two board members that asked a question was asking a general question, and so all of this is getting entangled together.

MS. BOROUGHS: So I'm looking at the

twelfth page of these emails, which in part of the thread that was forwarded is from counsel. And it says Attorney-Client Communication. That designation, the way I read it, was added at the time it was sent by counsel. I understand your testimony is that the superintendent added a designation later, but I want to clarify that there's not something -- that that wasn't added later or was added at the time.

MR. GARVIN: So, you know, in this having this conversation, to your point, Ms. Dunmeyer-Roberson did not realize in that moment that -- and never has realized that she was disclosing confidential information. It was not a willful disclosure. She was under the impression that information that she was sharing was already in the public sphere and that she was not, you know, breaking any sort of confidentiality policy for the board.

MR. LIMEHOUSE: I'm just having a hard time sort of, to Ms. Borough's point, having a hard time understanding what is meant by "information was already in the public sphere." These are communications between an attorney and the school board or members thereof --

MR. GARVIN: Right.

MR. LIMEHOUSE: -- that it may have been about a subject matter --

MR. GARVIN: Sure.

MR. LIMEHOUSE: -- that was in the public domain that is somewhat when you have attorney-to-client communications that are then promptly forwarded to whether it was her personal email or to the media. I mean, that is concerning.

MR. GARVIN: So this --

MR. LIMEHOUSE: If you could clarify what you mean by the information.

MR. GARVIN: Absolutely. So this particular email chain, again, goes back to the CFO who was on Facebook actively saying negative things about Ms. Dunmeyer-Roberson. A staff member of the district going out actively disparaging the school board member.

And so she initiated the email chain in search of legal -- search of counsel regarding it. And so she, again, inadvertently, not knowing, disclosed -- potentially disclosed other communications unintentionally.

MR. LIMEHOUSE: Was that typical to ask for

information or advice from counsel not in a public meeting, whether executive session or otherwise? I mean, because arguably soliciting advice and copying all members of the board is conducting a public meeting, particularly when an exchange ensues thereafter.

MR. GARVIN: So as it relates to executive session, I'll leave that to the panel to determine whether or not that was a board violation as a whole. It wouldn't necessarily be reflective of Ms. Dunmeyer-Roberson.

I think at the end of the day that there are some potentially internal mechanisms or structures that need to be reevaluated with the school board. But that's not necessarily reflective of just one board member. And so I'm certain that the board asked legal counsel that provides them guidance, and so that will be something that they would need to address internally.

MR. DAVIS: Why did you feel the need to even have that communication with folks outside the board with the news media? I mean ...

MS. DUNMEYER-ROBERSON: Because the commentary and the disparaging remarks that was

made about me was in The Post and Courier. It was posted. And so I asked for an opinion, some advice from the legal counsel on how do you handle this situation?

And then he responded to everyone. And all I did was to let The Post and Courier -- give the information to The Post and Courier. That was it.

MR. LIMEHOUSE: Anything further?

MR. GARVIN: Thank you.

MS. BOROUGHS: Thank you.

MR. LIMEHOUSE: Yeah, thank you.

MR. GARVIN: Thank you.

MR. LIMEHOUSE: All right. I believe we will hear now from the Inspector General.

General, if you will -- Madam Court Reporter, if you will swear in the witness.

- - -

BRIAN D. LAMKIN, being first duly sworn, testified as follows:

- - -

MR. LAMKIN: I'm sorry. It's force of habit to stand when you give the oath.

MR. LIMEHOUSE: No worries. We appreciate you being here today, like all of the others,

and taking the time to answer any questions that the panel may have.

The first one I have is just for the benefit of those here to tell us a little bit about yourself and how you came to be Inspector General.

MR. LAMKIN: Sure. I actually am a former educator prior to spending 26 years in the FBI. I ran this field division here in South Carolina and retired as assistant director of the FBI.

My whole career has been investigative-wise white color crime, financial crimes and the like. I became the Inspector General when Governor McMaster became the governor, and I've been the Inspector General ever since. That would be 2017.

I can just start with questions, or I can try and clarify a couple of little things along the way. But I think the first one I do want to address so that maybe you all can understand the format of this -- the report and how we get to where we are.

You know, under the Statute 1-6-35, South Carolina Code, only three entities can ask us to take a look at a school district or in

this case a board of trustees, a public school district, and that's either the Governor does a written request, the State Superintendent of Education does a written request, or the weighted majority of the legislative delegation where the district lies can make a written request. And our office has entertained all three of those. We had that along the way.

It has to be articulated, be very specific, and then it's actually my decision whether we move forward or not. If I feel like there's not enough there, then we would probably want to have a little more detail in that regard.

But this was about disclosure of confidential information in executive session, and we consider both of those to be synonymous. They're interchangeable, whether it's attorney-client privilege or it's executive session, generally you're receiving legal advice in executive session, typically.

And so when we started this investigation, it was really to determine is there any -- any type of substance to members of the board, and it was one or more members, disclosing unauthorized disclosures of confidential

information.

When we met with the board, actually I was snowed in in New York at the time so I'm actually having to do this by Zoom. And my deputy handled the in-person on January the 26th.

We distributed our -- what we call a scope letter. This is the scope of what we're going to be looking at. It was clearly marked as confidential under 1-6-35(E), which is you cannot disclose any information once the investigation has started.

I know that members of the media that are in this room, I've had that conversation with them before when they want to ask a question, I say, "I can't talk about it."

The members of the board were specifically told "You cannot disclose this material." One week after that meeting, I received a call from a reporter with a local news channel with that letter in hand.

And I asked to see the letter. And I know who -- I know who the letter that belonged to when we distributed these materials.

So it's not Ms. Roberson. I'll tell you

that now. I'll save you the question. Okay.

MR. GARVIN: Thank you.

MR. LAMKIN: It's not Ms. Roberson. But that was the first instance told me that something was probably -- there's some meat on the bones here.

The second one I heard about a month later, and that was the federal indictment of Kevin Hollinshead, who was a sitting board member at that time.

Paragraph 34 of the indictment talks about a board member disclosing specific material information to him. Okay.

That right there told me that we have a problem here. Okay. We never said that Ms. Roberson was that person. It was in there from the record standpoint for us to move forward. And at that point in time, that's how we focused our investigation moving forward.

The various, you know, charges or whatever moves onto 1 and 2A is anything that was confidential in nature.

And I think, Ms. Boroughs, you were keying in on it, it's when it says attorney-client privilege at the bottom, it's attorney-client

privilege. And that's how we viewed this, and we saw this succession of emails where these were being forwarded to news media, her vendor email.

And I'm going to use that as vendor email because as of 9:10 a.m. this morning, that email, Roberson757 I believe at Gmail.com, is still the vendor email in the South Carolina Enterprise Vendor System. 9:10 this morning. It's still that vendor email.

Regardless of whether it's her personal email or not, that is the vendor email -- that was the vendor email that was used for notification to suspend Next Level Education Services by the district.

And so, you know, call it whatever you want. It's still vendor email.

Once material is sent from the Charleston school district email account to a personal email account, we can't see what's there. I would have to have a search warrant to be able to see the content, and we don't do that.

And at that point in time you lose control of where it is being forwarded from then on. And so we take it very seriously about why you

don't send district business to your personal email accounts.

We are aware that there are -- has been at least one more senior-level person in the district suspended specifically for doing exactly that, sending district business to their personal email to work on at home. It was actually HR material.

That's not part of this report. I'm just giving you context from a background standpoint.

That's part I think of 2B.

Number 3, the conflict of interest, 8-13-700(B) specifically says associate. It doesn't say you have to get an exchange of money. We cite an actual ethic commission matter involving Sam Griswald and the Griswald office on that specific issue related to the -- his fraternity brother from college who he brought in on the lawsuit against Bank of New York Mellon from back when he first came into office. And that was cited in there.

Same thing, he didn't -- Mr. Loftis did not receive any money, but he did have an association with this individual, and that is from a business standpoint, that was not

conducting business at that point in time, but he brought them into the lawsuit and he served -- he received remuneration for his work on that matter.

So that's the three things -- I think the three big things, I think. I just want to make sure that you all understood.

I'm just going through my notes. You know, I do want to talk about one thing about the Circle of Life. Circle of Life is not our focus. Okay. The only point of that was that it was an introduction email on May the 5th to the principal at St. Johns High School. And there were two high schools -- Haut Gap also was brought into this -- as far as the use of those services.

She said something very interesting is that, you know, at the chief level you're supposed to copy count the superintendent on it if they reach out to the chief. Well, this was a principal. Okay. They're not a chief. So I guess you don't copy the superintendent when you're reaching out to district staff. You bypass the superintendent.

The effect -- the chilling effect is if I

don't do this, I'm going to get my boss in trouble. You don't have to give a directive to do that. Just the -- it's just the implied presence of your position as a board trustee to those individuals. You basically have this pressure put on those individuals.

On May the 8th, a district employee sent a Circle of Life letter of support to Mr. White. District resources were used. Ms. Roberson was copy counted, she was blind copied on this district letter of support to Mr. White.

When it comes to the -- and I've seen it quite a bit. When it comes to the attorney-client privilege, she can't waive privilege. Only the board can waive privilege. And by sending those emails that were actually saying something was in the public domain, she doesn't waive privilege by forwarding this material to a personal email account, a member of the media or anybody else.

I'm trying to look through some other things here. I believe -- I think I'll just stop there and answer whatever questions the panel may have.

MS. BOROUGHS: So, Mr. Lamkin, I want to go

back to the first -- the first charge regarding Hollinshead and make sure I understood what your testimony was.

So it's clearly a problem that someone on the board disclosed that in a big way.

MR. LAMKIN: Yes.

MS. BOROUGHS: Did you have any evidence that it was Ms. Dunmeyer-Roberson versus a different board member?

MR. LAMKIN: This might be an area I can't answer right now for you, I mean, from a confidential standpoint.

MS. BOROUGHS: Can you tell me if there is evidence even if you cannot disclose what it is in a public setting?

MR. LAMKIN: I have -- no, I can't.

MS. BOROUGHS: Okay.

MR. LAMKIN: I really can't get down that ...

MS. BOROUGHS: On the emails, I did have questions about emails one, two, and three.

MR. LAMKIN: Okay.

MS. BOROUGHS: And just about your determination that they were confidential. Attorney-client privilege is more obvious to me

in my role, but I don't -- I am not well-versed in all of the board policies and what is confidential and not, so I might need some education there.

MR. LAMKIN: Do you have the dates?

MS. BOROUGHS: Yeah. So August 4th, 2023, at 4:09.

MR. LAMKIN: This is the St. Johns Park?

MS. BOROUGHS: The St. Johns Park renovations. What is it that makes that confidential, for my knowledge?

MR. LAMKIN: Well, I think what we're establishing here is the fact that they are reaching out directly to the news media as part of this. This is going directly to a chief. Nowhere on here is the superintendent copy counted. That I can see on that one. But it was sent from her email directly to the news media.

And reading through this one, I might -- I'll just stop there.

MS. BOROUGHS: On the next one, the March 5th, 2024, email, this is a forward of an email that was a response about the naming of the District 9 school, I think. Just trying to

orient you to which one it is. The one about the naming of the school.

MR. LAMKIN: Uh-huh.

MS. BOROUGHS: Are you tracking where I'm at?

MR. LAMKIN: I do.

MS. BOROUGHS: Was there a particular reason for your determination that this was confidential information? Was it the content of the vendors or --

MR. LAMKIN: Part of the superintendent certification information, is that the one we're talking about?

MS. BOROUGHS: That's the third one. We can go there, if you want. So, yeah, we'll go to that one. This is the March 5th, 6:44 p.m. about the FOIA request -- Department of Ed fulfilling this FOIA request.

MR. LAMKIN: Right. Right. These were items that were spoken about I believe in the -- I'm looking at the right one.

MR. DAVIS: Which one are you looking at?

MS. BOROUGHS: So the forward is --

MR. LAMKIN: It goes back to February on the school naming.

MS. BOROUGHS: That's a different one. The one on the school naming, the final forward is March 5th, 2024, 9:16 a.m. It includes emails in the chain from February 28th and February 27 --

MR. LAMKIN: Right.

MS. BOROUGHS: -- about the school naming.

MR. LAMKIN: I think part of this is also the fact that all the board members were included on this, you have a public meeting issue with the FOIA statute.

MS. BOROUGHS: Was there any other reason it was marked confidential?

MR. LAMKIN: No. No.

MS. BOROUGHS: Okay. And then the third one is the email from the superintendent regarding the State Department of Education FOIA.

MR. LAMKIN: These would have been identified by the superintendent as far as being confidential.

MS. BOROUGHS: Okay. Do you know when the superintendent identified them as confidential?

MR. LAMKIN: No, I do not.

MS. BOROUGHS: For the first two we

discussed, did the superintendent identify them as confidential at any point, to your knowledge?

MR. LAMKIN: I'm sorry?

MS. BOROUGHS: For the prior emails regarding the District 9 school naming, did the superintendent ID that as confidential?

MR. LAMKIN: These would have been identified coming from the district, yes.

MS. BOROUGHS: And do you know when they were identified?

MR. LAMKIN: No.

MS. BOROUGHS: Is that also true for the Johns Island Park emails?

MR. LAMKIN: Yes, that's correct.

MS. BOROUGHS: For the emails -- there are a number of them in this thread, and in multiple forwards throughout the thread, from December 5th to December 10th, I take it, my assumption, but I don't want to make assumptions, is this was an attorney-client privilege issue, is that why they were marked confidential or is there other reasons?

MR. LAMKIN: No, ACP is the issue.

MS. BOROUGHS: Okay. Turning to the personal email, vendor email, I think 2B is what

we've been referring to it as. I understand what you were saying about personal emails, you can't track it after that. Is there a policy about forwarding emails to a personal email?

MR. LAMKIN: I believe that we cite that in our file.

MS. BOROUGHS: I just want to make sure I have the relevant policy that I'm looking at.

MR. LAMKIN: Okay. If you look on page 22 of the report, I have a chart there, it's a summary of violations. It is our disclosure of board policy and federal and state statutes, state laws.

And so if you look at the first one, we were talking about the emails and the like. Number one, you have the source and the evidence emails as far as the news media as well as vendor emails. The board policy is BCA. Board members' code of conduct also attaches to the misconduct in office.

Unauthorized disclosures. We have board meetings policy, which is BE. You have -- and it just goes down the list. So these are the primary statute of the board policies that we looked at that correspond to the allegation as

well as the supporting documentation.

So an email from a, you know, Ms. Roberson to a district principal matter, it's BCA; BCB; BC, which is board meeting protocols; board meeting policy is BE.

MS. BOROUGHS: So I have those. Is there any policy about forwarding to a personal email?

MR. LAMKIN: I can get back on that. I can get that for you.

MS. BOROUGHS: Okay. I had one more question on that. There was a statement in the report -- I'm on page 9 of the report -- that forwarding these emails to Next Level violated judiciary duties by giving inside information and giving the vendor an unfair advantage.

I did not see in the content of the emails things that would be an unfair advantage to the vendor, and I just want to make sure there wasn't something I missed there.

MR. LAMKIN: She's still a vendor of the district. Okay. So any information that she's transmitting to herself as a vendor, we consider that to be in that effect same thing. She was not under procurement at that time, I mean, that's -- it wasn't. But that doesn't mean it

was terminated.

MR. DAVIS: There's no written policy in that regard, what you just stated, is there?

MR. LAMKIN: About?

MR. DAVIS: About a vendor -- about someone -- a former vendor sending emails.

MR. LAMKIN: It's a fiduciary -- it's a fiduciary issue that she needs to protect the interest of the district.

MS. BOROUGHS: She's not allowed to be a vendor and a board member at the same time.

MR. LAMKIN: Exactly. But once she's sending it out, whatever information she is sending to that address, which is a vendor address, regardless of whether it's hers or not, then the information can go out without any other oversight.

MS. BOROUGHS: Okay. So if I'm understanding your testimony, the sentence about the unfair advantage, it wasn't about content of the email being an unfair advantage, it was about it being sent to a vendor email address in general?

MR. LAMKIN: Correct.

MS. BOROUGHS: Do you see my question?

MR. LAMKIN: I understand your question. Correct.

MS. BOROUGHS: Okay. I think that's all I have on the second.

On the third charge, I did want to ask you about in the Circle of Life appendix on page 11, you note pressure from an official that felt compelled to use Circle of Life because of pressure from the board member.

Was that pressure based solely on the first email, or was there additional contact that created that pressure?

MR. LAMKIN: It would be the first email.

MS. BOROUGHS: Okay.

MR. DAVIS: Did you interview the person to whom that email was sent?

MR. LAMKIN: I can't disclose who I've interviewed or not interviewed, sir. Under 1-6-100.

MR. DAVIS: I understand.

MS. BOROUGHS: You mentioned a May 8th letter of support. That sounded familiar, but I couldn't find it.

MR. LAMKIN: It's not in there.

MS. BOROUGHS: It's not in there.

MR. LAMKIN: I found it today. We weren't using that as something that she sent. She was blind copied on it.

MS. BOROUGHS: I see.

She was blind copied?

MR. LAMKIN: Yes.

MR. DAVIS: Based on information you've received, is there any evidence that any emails from Ms. -- I think I'll just call you Ms. Roberson -- is there any information that anyone felt any pressure from Ms. Roberson to act in any way as it relates to a vendor?

MR. LAMKIN: I'm trying to think how I can answer this if it's confidential.

Ask me the question again.

MR. DAVIS: Okay. Without divulging any witnesses, is there any information from anyone that states they felt pressure coming from Ms. Roberson that are receiving emails from her?

MR. LAMKIN: Yes.

MR. LIMEHOUSE: Any questions?

MR. GARVIN: Yes, sir.

Mr. IG, thank you again for being here today, and I appreciate the opportunity to have a conversation.

I want to go back to charge one, the executive session disclosure, and I think I heard you say a couple of things as it related to that fellow board member that was listed in the charge.

It is correct that your report does not identify Ms. Dunmeyer-Roberson as the board member that -- that is cited as being the fellow board member or being the person that disclosed confidential information.

MR. LAMKIN: I don't identify anybody on the board as associated. The grand jury did that. They identified as a current board member.

MR. GARVIN: As it relates to the charges that were sent to Ms. Dunmeyer-Roberson, how was that particular charge included or why was that particular charge included in this particular instance?

MR. LAMKIN: Well, my report makes a recommendation that the governor consider to the removal. The actual charge itself is laid out by the Executive Order. The purpose of that part of the report was a second confirmation that information gets unauthorized disclosures

from executive session.

So it was, you know, a person being what I articulated on February 2nd with the disclosure of the scope letter, this is the second. That's how we proceeded. Okay. It's -- that's with the U.S. Attorney's Office and so I can't --

MR. GARVIN: Is it a fair assessment, based upon your previous statement, to say that disclosing what could be deemed as confidential information is not just a Ms. Dunmeyer-Roberson specific problem, but is a Charleston County School Board problem?

MR. LAMKIN: I'm trying to think. We take a -- we took pains to look at all the emails, or at least request all the emails for the other board members. There are some that were -- we think were incidental, including some from Ms. Roberson, that were innocuous, but not from executive session, just sent in personal emails. These are the ones that we felt were of an egregious nature that we identified.

MR. GARVIN: So my understanding from your testimony is that other board members did in fact forward information to their personal email accounts?

MR. LAMKIN: Not from executive session material.

MR. GARVIN: So there were no other instances other than the emails on file?

MR. LAMKIN: No, I don't believe we have anything like that in our staff. I have to go back to the file to be sure.

MR. GARVIN: The emails that were cited as being from executive session sent out by, we'll say, Ms. Darlene, so you deem those to be executive session materials; is that correct?

MR. LAMKIN: If they're receiving attorney-client briefings, advice, and the like, whether it's in the executive session or outside, we consider it altogether. Not trying to differentiate. But the emails, as you've seen on there, if they're labeled attorney-client privilege, coming from Mr. Johnson's law firm, then it was being distributed out without authority.

MR. GARVIN: I just want to go back to the executive session disclosure. In your report you did not identify any direct communication, whether that be an email, text message, reporting or otherwise, in which

Ms. Dunmeyer-Roberson disclosed any alleged executive session information as it related to Mr. Hollinshead; is that correct?

MR. LAMKIN: Are we talking about the indictment issue?

MR. GARVIN: Yes.

MR. LAMKIN: That's all I put in there, was in the indictment.

MR. GARVIN: So there's no evidence?

MR. LAMKIN: Paragraph 34.

MR. GARVIN: All right.

Can you tell us a little bit about why the last two emails -- of course, there were ten emails total, eight were shared with us and two were not shared. Can you tell us, if you can, why those last two emails were not undisclosed?

MR. LAMKIN: What two emails are we talking about?

MR. GARVIN: So there were eight total emails that were given to us by -- throughout this process, and it would be from December the 10th, 2025, and December 10th again -- December 10, 2025. One was sent at 4:36, one was sent at 4:44. And that evidence was not provided to us.

MR. LAMKIN: I can't comment on that. We didn't provide that.

MR. GARVIN: So just to be fair, there were no emails provided from either of those dates? There were no allegations of -- it was my understanding that there were ten total emails that were cited. Eight of them were disclosed, two of them were not. And it was listed on page number 9.

MR. LAMKIN: Right. I see that. Where is that?

MR. GARVIN: Those are again at -- one was 4:36 on 12-10. The other was at 4:44 on 12-10.

MR. LAMKIN: I've got 4:34. I'll have to find it. I'll find that for you.

MR. GARVIN: So that goes back to what I was saying. So there were eight identified.

MR. LAMKIN: I see.

MR. GARVIN: And the last one that was identified ended at 4:34. So we're just -- that was included in your report, but there was no evidence provided of that.

Okay. Thank you for clarifying that.

MR. LAMKIN: We'll get them for you.

MR. GARVIN: Great. Sounds good.

Let's talk about the personal email district vendor. Is it your understanding that Ms. Dunmeyer-Roberson's consulting work for the district ended in March of 2022 while the email forwarding identified in your report did not begin until February 2023; is that correct?

MR. LAMKIN: Hers that ended -- that we could see, did end in March of 2022. The additional payments was in June. There were successive invoices that were sent that included exorbitant late fees, which are not in statute. Procurement statute or board policy. Actually, it was about 213 percent per year.

MR. GARVIN: Well, that wasn't one of the charges that we're here addressing.

MR. LAMKIN: No, but I'm going to address that issue for you because this does transcend into when she came on the board.

MR. GARVIN: Well, it sounds to me, since we're going to address it, that's the Charleston School Board matter I think should be addressed at the school board level. But at the time she -- not to be confrontational or to argue, let me continue with my questions and let's stay on task with the charges that are at hand that

we're here for today.

As it relates to that email, did your investigation identify any separate person or district vendor who actually received the emails to Ms. Dunmeyer-Roberson's email account that she forwarded to that email account, or is there any other --

MR. LAMKIN: We can't see what she forwarded from her email account.

MR. GARVIN: Is there any proof that anybody else, based upon your investigation, was the recipient of her email account?

MR. LAMKIN: Once she sends it from the Charleston School District to her vendor email, we cannot see what happens once she gets into her vendor email.

MR. GARVIN: Speaking of the vendor email, so had Ms. Roberson removed that email account from the vendor registry, that would have avoided this charge being included because it would not have been listed, if that's what you base your allegations on; is that correct?

MR. LAMKIN: If she was not sending it to her -- no, that's not the case because it's still a vendor email.

MR. GARVIN: So if I'm a vendor -- I'll use myself as an example. If I use my Gmail account as a vendor.

MR. LAMKIN: Right.

MR. GARVIN: And if I get elected to a position in a district and I'm no longer a vendor, it would be my responsibility to go back to that vendor website and remove my vendor email account or remove myself as a vendor, is what you're saying. I think I hear you saying.

And it sounds like that is what you're hanging your hat on is where she messed up by not going back in and deleting her vendor application even though she had no active procurements throughout her tenure on the board. Is that fair?

MR. LAMKIN: No, it's not fair.

MR. GARVIN: Tell me why it's not fair.

MR. LAMKIN: Because she's still considered a vendor for the district whether she's dormant or active. So whether she uses a personal email, whatever the district has to correspond to her as a vendor, and that's why they -- the most recent, I think, suspension or audit or whatever the district sent, they sent it to that

email. That Roberson757 Gmail.com, sent it to that email.

So whether she removes it or not, it's still going to go to that email account. Whether she removes them or not, if that's the active email, that's where they're going to go to. They're going to go to what's on record with the district as a vendor.

MR. GARVIN: Help me better understand how I guess she could have avoided this particular charge.

MR. LAMKIN: She shouldn't have sent it to her email.

MR. GARVIN: And the email itself is the problem given that it was associated with being a vendor email?

MR. LAMKIN: No. The issue is she shouldn't have been sending attorney-client privilege outside of the domain it was in. She should have secured it, kept it within her Charleston School District. Whether it's her personal email or the news media, it shouldn't have gone out. That's the issue.

MR. GARVIN: Are there any policies from the Charleston School Board that address

forwarding emails to a personal email account?

MR. LAMKIN: It doesn't really matter because it's attorney-client privilege material. It doesn't matter whether it's policy or not. She is a fiduciary of the district. She's protecting interest of the district. She didn't protect the interest of the district when she forwarded attorney-client privilege material.

MR. GARVIN: And your investigation of other board members that have forwarded emails to their personal email accounts did not violate the privilege -- let me make sure I'm clear -- because they did not forward alleged confidential information?

MR. LAMKIN: We're not here looking at them right now. We're talking about Ms. Roberson.

MR. GARVIN: That's what I'm talking about as well.

MR. LAMKIN: I think I've answered your question.

MR. GARVIN: Okay. Excellent.

I want to talk a little bit about Circle of Life.

MR. LAMKIN: Sure.

MR. GARVIN: And I think I heard you make a

statement that we weren't here about Circle of Life. Can you expound upon that? What did you mean by that?

MR. LAMKIN: The extent of Circle of Life is the association of Mr. White to Ms. Roberson. That's the reason for the third charge of the Ethics Act.

When you start looking at him from a vendor standpoint, because it goes to the heart of the email, then we're going to question what was his business with the district? Okay.

The concern that I have and that came out of this, and we've already referred this on, is the FERPA violations, taking unauthorized pictures of students and putting them in your promotional materials without parents' permissions.

Also having links put out there, and I say the hyperlinks out there, that have the particulars -- this is the FERPA violations -- the particulars about family income, associated issues that we discovered during the course of this investigation that we actually had to tell the district you need to turn these off. They were not aware of them. That's our concern with

Circle of Life.

MS. BOROUGHS: Okay. Do any of those concerns that you just mentioned directly relate back to Ms. Dunmeyer-Roberson?

MR. LAMKIN: Only to the extent that she introduced Mr. White to the district.

MR. GARVIN: Okay. SC Code 8-13-700 talks about use of official position or office for financial gain, disclosure of potential conflict of interest. "No public official, public member, public employee may knowingly use official office, membership or employment to obtain economic interest for himself, a family member, an individual with whom he's associated" -- "with which he is associated."

MR. LAMKIN: You're reading (B)?

MR. GARVIN: Yes. (A).

MR. LAMKIN: (A)? I think we're talking about 700(B) is what we're talking about.

MR. GARVIN: So at -- how do you find an individual with whom he is associated with? How is that defined?

MR. LAMKIN: He was her campaign manager. That's the association.

MS. BOROUGHS: He was her campaign manager?

MR. LAMKIN: He was her campaign manager. She made the introduction. The association doesn't stop just because he's no longer the campaign manager at that point in time. That's the association. And we utilized the same investigation in the Griswald/Curtis Loftis matter. Same one.

MR. GARVIN: So did you ever discover any sort of business relationship between Mr. White or Mr. -- or Ms. Dunmeyer-Roberson other than her initial email?

MR. LAMKIN: Nothing current, no.

MR. GARVIN: So no?

MR. LAMKIN: No. The association was preexisting. We're not talking about the exchange of funds or anything like that.

MR. GARVIN: Did you ever reach out to Mr. White regarding this matter?

MR. LAMKIN: I can't tell you who I talked to or didn't talk to.

MR. GARVIN: There was a directive sent to Mr. White. Was that from your office, or do you know anything about that directive being sent to Mr. White?

MR. LAMKIN: What kind of directive are we

talking about?

MR. GARVIN: As it relates to his continued relationship with her position.

MR. LAMKIN: No, they didn't come from me.

MR. GARVIN: So I think it's really important that we talk about the wording of the Ethics Act because words are really important. The Ethics Act that you're referencing says "is associated with," as in current association.

Is it my opinion -- is my understanding correct that you're saying that her former campaign manager, she still is associated with?

MR. LAMKIN: The association never ended. Once she's associated with Mr. White, she's associated with him. And the Griswald/Loftis matter, they were associates. They weren't conducting current business at the time. So it's like, you know, she doesn't get to unfriend him.

MR. GARVIN: Just to be clear, is it correct that that May 5th email did not direct the principal to hire Mr. White, award him a contract, alter a procurement process for spending district funds?

MR. LAMKIN: The introduction was made by a

board member to a principal without the oversight of the superintendent. The superintendent is their employee. The principal is not their employee; however, the principal works for the district and going up the food chain is responsible to the -- accountable to the superintendent. So there's inferred, you know, duty to comply.

MR. GARVIN: Did you notice in your investigation any other instances of similar occurrences as it relates to introductions being made by board members?

MR. LAMKIN: November of 2023, Ms. Roberson made an introduction of Sodexo representative to the district, which is a food vendor area, which pertains to a procurement matter.

As far as others, none that I can think of off the top of my head, but I can go back and check on that.

MR. GARVIN: And so the biggest difference between the Sodexo introduction that she made and the Aaron White introduction that she made, is it your testimony that because she was formerly associated with him as her campaign manager, that's the distinction?

MR. LAMKIN: Yes.

MR. GARVIN: Thank you.

MS. BOROUGHS: General Lamkin, I want to make sure I understand the confidential information and email addressing, just for my clarification.

If a board member forwarded executive session or other material, attorney-client privilege, to a personal email that was not a vendor, is that a problem?

MR. LAMKIN: Yes, it is.

MS. BOROUGHS: Okay. And what makes that a problem? Which policy or statute.

MR. LAMKIN: Well, the executive session -- part of this is the confidentiality nature of the FOIA Act. The -- they go into executive session for a specific reason as articulated. Legal opinion or counsel, contract, personnel matters, typically are the ones why they go in there.

To send that outside of -- they're not supposed to be taking notes, not supposed to be recording, not supposed to be taking votes. That's what is supposed to occur in there. It's just a discussion.

Once they send that, you know, memorialize it in an email to themselves, send it out, they're putting it out there. Whether it's to themselves or not, they're putting it out there in a public domain. And you run the risk of that type of information getting out.

So, yes, I would consider anything going out of executive session to be a violation of that.

MS. BOROUGHS: Well, is that the same with say attorney-client privilege? Like if a board member forwards attorney-client privileged email to their personal account that they only have access to, is that still a problem?

MR. LAMKIN: I believe it is because once it goes to the personal email, then you know -- they have the Charleston School District email account. So there's that ability to monitor those emails. Once it goes to a vendor email account or a personal email account, you have no oversight. You have no control over it. And you don't know where it's going to end up.

MS. BOROUGHS: Okay. So in your report, you mentioned two other -- two instances where board members forwarded to their personal email

addresses. So were those not problematic because they weren't -- I mean, we don't have those emails because they weren't attorney-client privilege or ...

MR. LAMKIN: I'll have to -- I will get those emails and give you a better answer. I can't think of what those are right now.

MS. BOROUGHS: Of why they weren't problematic?

MR. LAMKIN: Right.

MS. BOROUGHS: Okay.

MR. DAVIS: Based on your findings, did the letter of introduction by Ms. Roberson pressure anyone to contract with Mr. White?

MR. LAMKIN: The -- the procurement part of all this was done through a request for proposal eventually. It didn't occur for a matter of months because you have the whole process of going through. But what it did do was it put the vendor, Circle of Life, in an unfair advantage over other potential bidders by doing that. By getting a leg up.

In terms of the outreach by the -- or outreach to the principals, like I said before, there's nobody above them on this email. No

superintendent. There's no chief. There's nobody else going from board member to principal. And there's just that inference, that unspoken pressure that you would get from a board member. They're held in a certain, you know, level of authority within these -- within the context of -- as an educator.

MR. DAVIS: The principal that he met with -- the principal he met with have any decision making authority as to Mr. White getting that contract?

MR. LAMKIN: If they -- well, the RFP, I don't believe so. However, within the latitude of expenditure of funds by principals, they might be able to have any funds underneath various, you know, a certain procurement level. At that point in time, I can't recall what that would have been. So if there had been more funds to be able to use at the high school level, they could have used those funds directly.

They had to go through the finance office to get the disbursement of funds, but that's very possibly it could be done that way.

MR. DAVIS: What is the unfair advantage if

you have a layer of processes that you need to go to before you get the contract?

MR. LAMKIN: Well, still with the principal, you're going to have a lot of say over how you want the funds expended and what funds you're going to tap into. You know, is it general funds? Is it federal program funds, like Title I, or other types of funds that you could utilize. There's various ways to pay for things. It would be a conversation the principal would have with the finance office.

MR. DAVIS: Was there any evidence whatsoever that the principal had any conversations with the finance office to influence the letting of that contract?

MR. LAMKIN: None that I can think of right at the moment.

MR. LIMEHOUSE: I thank you, Inspector General. That concludes our questions. I believe we may have a few more for Ms. Dunmeyer-Roberson.

MR. GARVIN: Any questions for the IG? I'm sorry, what's happening right now?

MR. LIMEHOUSE: We concluded our questions.

MR. GARVIN: So you're ready for our

closing on this?

MR. LIMEHOUSE: I think we have a few more questions. Follow-up questions.

MR. GARVIN: Sounds great.

MS. BOROUGHS: Just a couple of follow-up questions.

Ms. Dunmeyer-Roberson, what are board members told about forwarding emails from their official account?

MS. DUNMEYER-ROBERSON: Thank you for asking that because that's what I was just discussing.

I'm not sure if they only looked at my email account, but all board members forward emails. As a matter of fact, we were told by the staff member that's over IT that there was one particular board member that's already forwarded, from the time she was an employee and a board member, over 4,000 emails to her personal account.

So I'm not sure if they looked -- if they were only looking at my emails.

MS. BOROUGHS: My question is like what board policies --

MS. DUNMEYER-ROBERSON: There's no board

policy with regarding forwarding emails. There's none. There's the board policy that speaks to the district deleting emails, and they can. And so most of the times that you would see board members that forward emails, me speaking for myself, is for preservation. It's not for -- as a matter of fact, we don't have solicitation emails. We don't have procurement emails. We cannot give anybody an unfair advantage because that's not in your wheelhouse to give.

And so any emails that you see, it's about governance. It's about -- it's not about procurement. It's not about solicitation. And so there's no way I could give anybody any unfair advantage.

MS. BOROUGHS: So I want to focus right now for a minute on the forwarding of emails.

MS. DUNMEYER-ROBERSON: There's no board policy about forwarding emails. And board members, teachers do it, staff members do it. It is normal. That's a behavior -- that's something that happens all the time.

MS. BOROUGHS: Are you given any information on it in board orientation or from

counsel?

MS. DUNMEYER-ROBERSON: Say again.

MS. BOROUGHS: In a board orientation, are you given --

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: -- any information about your official account?

MS. DUNMEYER-ROBERSON: No, not at all.

MS. BOROUGHS: And how that account should or shouldn't be used?

MS. DUNMEYER-ROBERSON: Correct. It's not -- that's not a part of our orientation.

MR. LIMEHOUSE: What about where at the bottom of the attorneys' emails, it says "Attorney-client Privilege. Do not forward without permission."

MS. DUNMEYER-ROBERSON: And I'm going to be honest, I don't think that any board member reads that boilerplate to pay attention to it. Because the emails are just conversations between the attorneys and the board members. No one is paying attention, and no one is willfully sharing information. And none of these emails that we're talking about are executive session emails. These are -- these are regular emails.

They're not executive session emails.

There's one that was titled Executive Session, but it was referring to a FOIA-related matter, not executive session information.

So there's no email that I forwarded to myself about executive session, and there's no emails that I have forwarded to myself that could give anyone an unfair advantage of anything.

MR. LIMEHOUSE: To put a finer point on it, why did you forward the emails to yourself?

MS. DUNMEYER-ROBERSON: Preservation. Most of the emails, if you read it, it's a question that I ask. It's not a question that's related to anything other than emails that I initiated. They're not information that we are discussing contracts. There's not emails that I forwarded that we're discussing student personnel information. They're not emails that we're discussing teacher personnel and discipline. None of that is in any of these emails.

It's emails about governance matter, emails about things that I would need to refer to, but it's nothing that could be -- that could harm the district.

And, again, even the emails to the media, they're emails about things that's known already. There's nothing that would put the district in any kind of harm. And if it were, I think it would have already happened.

These are -- we're talking about emails that happened three years ago, and there's been no harm brought to the district because they're not -- they're all public information.

MR. LIMEHOUSE: I'll withhold -- as a graduate of Charleston County schools, I was not -- I think I read a fair amount of harm in the bickering between boards members in a lot of what I read. And I'm not imputing all of that to you by any means, but it was discouraging to read. But I also don't think that that is a determination that a sole board member can make.

Would you agree with that?

MS. DUNMEYER-ROBERSON: That?

MR. LIMEHOUSE: Whether or not any harm resulted from forwarding.

MS. DUNMEYER-ROBERSON: Well, I can agree with that. I'm just saying in general, there was no harm in my emails.

MS. BOROUGHS: But you do understand that

you can't waive privilege for the board?

MS. DUNMEYER-ROBERSON: I do.

MS. BOROUGHS: Okay.

MR. LIMEHOUSE: Did you ever forward any of the emails that you forwarded to your personal account, did you ever forward them elsewhere or send them or communicate with anyone else?

MS. DUNMEYER-ROBERSON: Other than the media ones that you saw? Just that.

MR. LIMEHOUSE: What we're seeing is communications that you sent from your Charleston County School District email to your personal email or to the media. From the subset that you forwarded to your personal email account, did you ever forward anything else --

MS. DUNMEYER-ROBERSON: No. No.

MR. LIMEHOUSE: -- any of those emails to anyone else?

MS. DUNMEYER-ROBERSON: No.

MR. LIMEHOUSE: Never?

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: Does anyone else have access to your personal email account besides you?

MS. DUNMEYER-ROBERSON: No, just me. That's my personal email.

MS. BOROUGHS: I also wanted to ask you about the May 8th letter of support. Do you know of the letter that the Inspector General mentioned?

MS. DUNMEYER-ROBERSON: Yeah. And I -- that was new to me. I didn't even know that.

MS. BOROUGHS: Do you remember receiving that email as a blind copy?

MS. DUNMEYER-ROBERSON: No. And I think I may have just missed it. I didn't know I was blind copied. I think I missed it.

MS. BOROUGHS: Before you testified that policy was, if you contacted a chief, the superintendent had to be also included, was that true for contacting principals?

MS. DUNMEYER-ROBERSON: That -- that is true, but I have to say all board members -- and I have to give you the context as a board member.

We have relationships with our principals, so there's going to be numerous emails if the principals are inviting us to their schools, principals are inviting us to activities, there's always emails between the board members and emails.

So when we copy the superintendent on emails relating to chiefs, it's because there's an action that needs to be done so that the chief -- she knows what we are asking. So it's not that, you know, it's something that we are directing a principal for. So we do talk to principals without ...

MS. BOROUGHS: I think I didn't -- I'm just still confused because I heard a yes and then it sounded like no, though.

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: You are an expert on policies compared to me.

MS. DUNMEYER-ROBERSON: So there's no -- there's no policy that we have to copy the superintendent. It's this -- yeah, it's an agreement. Something that we do. It's not a written policy.

MR. GARVIN: It's informal?

MS. DUNMEYER-ROBERSON: It's informal, right.

MS. BOROUGHS: Okay.

MS. DUNMEYER-ROBERSON: So when we -- if I want to visit a school, I can send an email to a principal and say, "Hey, I'm coming to the

breakfast," or if I'm going to do duty-free lunch, I'm emailing the principal to say, "I'm coming to do duty-free lunch." It's not something that we copy the superintendent on because we are out and doing our work.

We are in the communities. We are in our buildings. We have meeting with our school principals and doing the things that we're elected to do.

So it's not that if we don't copy her on this email, that there's a violation.

MS. BOROUGHS: Do you normally email principals without copying the superintendent?

MS. DUNMEYER-ROBERSON: Uh-huh. As other board members as well.

MR. DAVIS: Don't testify for her.

MS. DUNMEYER-ROBERSON: We do. And to visit our schools in our District. We have single-member districts, and we are responsible for our schools, and we email our principals and we ...

MR. LIMEHOUSE: You say you're responsible for your schools, what do you mean?

MS. DUNMEYER-ROBERSON: Those are the schools that are in our constituent districts.

MR. LIMEHOUSE: Sure.

MS. DUNMEYER-ROBERSON: And so we make sure that those schools have the resources that they need. Is there anything that we can advocate for on their behalf? We do those things. Teachers, you know, reach out to us. We advocate for teacher pay increases. There are just a lot of things that we do as far as the advocacy for our schools in our constituent districts.

We're responsible for the entire district, but we do play particular attention to the schools that are in our constituent districts.

And so I may know more about this happening in the Sea Island schools than I do -- than the board member that lives in Mount Pleasant, for her schools, because she's over there making sure they have what they need for their schools.

MR. LIMEHOUSE: Thank you.

MS. BOROUGHS: In this introductory email, you describe a phenomenal program that you want the principal to, I guess, consider -- phenomenal program they would like to discuss with you to do it. What did you know -- I'm a little confused by that because it sounds like

it didn't -- according to counsel, didn't really exist yet.

MS. DUNMEYER-ROBERSON: Correct.

MS. BOROUGHS: Tell me about what led to this and your knowledge of their phenomenal program that you wanted the principal to know about.

MS. DUNMEYER-ROBERSON: So not so much a program but, again, they're alumni to that school. And Mr. White talked about his cousin that died, but leading up to that, I'm not sure who maybe with Johns Island, but there are shootings and killings of students on Johns Island, and a parent, as well, in the park over in Johns Island. So that really affected the kids in the school.

And so Mr. White is a licensed clinician. And so that's why I was, you know, making introduction. "You go talk to him, see what you can offer." Not anything paid. This is an alumni. He was going in, as far as I was concerned, to discuss programs that they could use in the school.

At that particular time, there was a vendor that was providing mentorship at St. Johns High

School with kids, and so he was going in to talk about the same thing.

And that's just one school. I have rural schools. There's a program over in another one of my schools called Carolina Teen Center. There's also one out of USC. All of those programs benefit the students over in my building. I talked to the principals about it, whether it's high school, whether it's elementary school, I know what's happening in the building.

Because again, my constituents call and they tell me what they need. They call and say, you know, these are services. The kids are, you know, this, the kids are that.

So it's not that I'm -- I'm very involved in my district, but I don't do the things that's being said here. My involvement is to make sure that the kids and families are okay. Not to force someone to become a vendor. That's not how it works. That's really not how any of these board members operate. We're advocating for our schools.

MS. BOROUGHS: I just want to make sure I heard you right. Did you know that this was

going to be a contract for money, or did you think it was going to be volunteer service?

MS. DUNMEYER-ROBERSON: Volunteer services.

MS. BOROUGHS: You thought it would be volunteer services?

MS. DUNMEYER-ROBERSON: Uh-huh. Because that's what he said to me. And he's also said to numerous people that the conversation about becoming a vendor and all that happened way afterwards. He was going in to talk about how he could give back to his school.

MS. BOROUGHS: Did you know if he ever did provide any volunteer services?

MS. DUNMEYER-ROBERSON: I don't know.

MS. BOROUGHS: Okay. When did you find out that he was receiving money for the work?

MS. DUNMEYER-ROBERSON: That didn't -- that's like a year later.

MS. BOROUGHS: Okay.

MS. DUNMEYER-ROBERSON: And it's through the superintendent.

MR. DAVIS: I'm sorry, what?

MS. DUNMEYER-ROBERSON: From the superintendent.

MR. LIMEHOUSE: Can you elaborate on that?

MS. DUNMEYER-ROBERSON: When I found out, it was through -- a year later. And it was an email. Emails from the superintendent about the contract. It wasn't me asking about anything.

MR. LIMEHOUSE: Do you recall the nature of the email?

MS. DUNMEYER-ROBERSON: I don't know if I have it. I think it was a welcome -- email welcoming him.

MR. GARVIN: So just for clarity, we're going through a list of proposals or emails that were received from the principal -- from the superintendent letting her know about other programs that were approved. I saw something at Baptist Hill barbering program, confirming that.

Something at -- for a grant -- asked for grant, summer camp for high schoolers, confirming that. We're trying to find the email confirming in the same manner that we had these confirmations about other schools and other issues. The same email confirming the program with Mr. White and Circle of Life. Carolina Teen Center, Hollywood, from the superintendent.

MR. DAVIS: Do these emails go to folks other than her?

MR. GARVIN: Yes, sir. So yes. Yes, sir.
MR. DAVIS: Do they go to the entire board?
MR. GARVIN: So the chief and other district personnel. And then another one -- this one does go directly to her, actually. The ESSER proposal is from Anita Huggins to Darlene Roberson, just her on there.
And that is the ES -- ESSER program proposal. The one for the Carolina Teen Center request does have other folks on there.
One regarding the library. So most of them, it's combined. Some of them have other people on them. Some of them just from her.
MR. DAVIS: She received an email from the superintendent about the Circle of Life?
MR. GARVIN: I think these are what -- this is what she's referencing as it relates.
I don't want to testify for you, but is it my understanding that you may have confused one of these?
MS. DUNMEYER-ROBERSON: Yes.
MR. DAVIS: Did she receive an email --
MS. DUNMEYER-ROBERSON: I don't have that. I don't have that. Not for Circle of Life.
MR. DAVIS: But did you receive an email

relating to the hiring of Mr. White as it pertains to Circle of Life?

MS. DUNMEYER-ROBERSON: I don't have it.

MR. GARVIN: Do you recall ever receiving anything like that?

MS. DUNMEYER-ROBERSON: I probably -- no.

MR. LIMEHOUSE: What was that?

MS. DUNMEYER-ROBERSON: No. I would have probably printed it. Yeah.

MR. GARVIN: So there appears to be one regarding the Circle of Life that was sent on June 16th of 2023. It's from the superintendent, and there are other folks copied on it. Jermaine Joyner, Eugene White, Sherry -- what is that -- Eppelsheimer, Johne Cobb. It's from the superintendent regarding Circle of Life. You said that these were forwarded, shared with you?

MS. DUNMEYER-ROBERSON: Uh-huh.

MR. DAVIS: Who are those people you just identified?

MS. DUNMEYER-ROBERSON: Principal and district staff.

MR. GARVIN: So this does appear to be a conversation about the program, but from looking

at the -- I'm happy to share this with the community -- it doesn't appear that she was even cc'd on those emails.

MS. BOROUGHS: So how did you get them?

MS. DUNMEYER-ROBERSON: Someone shared that with me.

MS. BOROUGHS: Can I see it? I'm confused. Make it an exhibit.

MS. DUNMEYER-ROBERSON: Because I wasn't involved in that whole process profit.

- - -

(RESPONDENT'S EXHIBIT B, Emails, was marked for identification.)

- - -

MR. DAVIS: I want to know was she notified of the award?

MS. DUNMEYER-ROBERSON: No. No.

MR. DAVIS: And if you were, why?

MS. DUNMEYER-ROBERSON: I wasn't.

MR. GARVIN: And the exhibit that we just submitted, I just looked at it very quickly, the email chain, she wasn't even included on the email chain discussing Circle of Life. There are other district personnel discussing it.

MR. LIMEHOUSE: To Darlene?

MS. DUNMEYER-ROBERSON: Someone shared it with me.

MR. DAVIS: Where did you get this email?

MS. DUNMEYER-ROBERSON: An employee shared it with me. A former employee.

MS. BOROUGHS: So these are emails that take place in 2023. So you received emails -- did you receive these in 2023?

MS. DUNMEYER-ROBERSON: No.

MS. BOROUGHS: When did you receive them?

MS. DUNMEYER-ROBERSON: Three weeks ago as evidence.

MR. GARVIN: That didn't have anything to do with the procurement process.

MR. LIMEHOUSE: And the handwritten notations on here, are those yours?

MS. DUNMEYER-ROBERSON: Let me see. What is handwritten?

MS. BOROUGHS: There's one.

MR. LIMEHOUSE: Right there.

MS. DUNMEYER-ROBERSON: No.

MR. LIMEHOUSE: Whose notes are those?

MS. DUNMEYER-ROBERSON: I can't say. It could be the person that shared it with me.

MR. LIMEHOUSE: Who is that?

MR. DAVIS: I was about to ask you the same thing. Who shared?

MR. LIMEHOUSE: You can answer me or you can answer him, either one.

MR. DAVIS: Who shared the email with you?

MS. DUNMEYER-ROBERSON: Would it be appropriate for me to circle the name -- do I have to say it out publicly?

MR. LIMEHOUSE: I'm not opposed to --

MR. DAVIS: I'm not opposed.

MS. DUNMEYER-ROBERSON: Okay.

MR. LIMEHOUSE: We'll note it for the record.

Madam Court Reporter, if you will note that the name being circled by the witness is who she states as provided the communication to her.

Thank you.

MS. BOROUGHS: So these emails are in 2023 and appear to include a budget where the vendor -- it's going to be a vendor that's going to be paid, not volunteer services. Were you aware of that at all in 2023?

MS. DUNMEYER-ROBERSON: No. I believe because of -- because this came out, they wanted me to have this information as evidence. I was

not a part of any of this.

MR. DAVIS: Did Mr. White ever tell you he got the award?

MS. DUNMEYER-ROBERSON: He may have. Gosh, it's -- he may. I can't -- I can't recall. It's been three years.

MR. DAVIS: Did he ever discuss getting the award with you?

MS. DUNMEYER-ROBERSON: The details of the award?

MR. DAVIS: I didn't ask about the details. Did he ever discuss with you about getting the award?

MS. DUNMEYER-ROBERSON: No. No.

MS. BOROUGHS: Did he specifically tell you that it was volunteer services at the introduction?

MS. DUNMEYER-ROBERSON: No. I cannot allow you -- it's two different things. Circle of Life and Mr. White getting this contract had nothing to do with him going in to visit the school because his cousin was killed and providing services as an alumni. It's two different things.

MS. BOROUGHS: So you're saying this email

has nothing to do with --

MS. DUNMEYER-ROBERSON: A contract. That email has nothing to do with the contract.

MS. BOROUGHS: Because the 2023 emails would suggest otherwise perhaps that --

MS. DUNMEYER-ROBERSON: Correct.

MS. BOROUGHS: -- in fact, the follow-up conversations from your introduction were about him being paid.

MS. DUNMEYER-ROBERSON: No. No.

MS. BOROUGHS: But he -- so I just want to know what you know and what Mr. White told you before this introduction email.

Did he tell you, "I intend to provide all these services volunteer with no charge"? Did he tell you, "I intend to charge," or did he tell you neither of those things? What did he tell you about his compensation?

MS. DUNMEYER-ROBERSON: He wanted to go in as an alumni to his school to provide services, to see what he can do because of all the things that was happening in the area. He'd only met the principal once and whatever setting they met in, and he asked me to do the introduction. And that was all I did.

MS. BOROUGHS: Did he say anything to you about whether providing those services were free or for money?

MS. DUNMEYER-ROBERSON: Volunteer.

MS. BOROUGHS: He specifically told you --

MS. DUNMEYER-ROBERSON: Yeah, volunteer.

MS. BOROUGHS: Okay.

MR. DAVIS: Did you ever have any conversations about the introduction outside of just the email?

MS. DUNMEYER-ROBERSON: No. That's it. Once he said -- when the cousin died and I made the introductions, that was it.

MR. DAVIS: You didn't do anything before you sent that email?

MS. DUNMEYER-ROBERSON: No.

MR. LIMEHOUSE: You just talked about going around and visiting your schools and keeping abreast of what's going on in the community; you never discussed the meeting with the principal after the fact?

MS. DUNMEYER-ROBERSON: After all of this? Never did.

MR. LIMEHOUSE: After the meeting with Mr. White, you never had a conversation?

MS. DUNMEYER-ROBERSON: Did not have a conversation with him.

MR. LIMEHOUSE: Now, you've had the opportunity, just like us, to read these materials. And do you see where it could give the impression that there was an introductory email sent, a procurement, essentially tailor made for a single individual who met with the school district and received information that others who may have wished to participate in the procurement did not receive, then he receives the award and there's no further knowledge? Do you understand from our perspective that may be --

MS. DUNMEYER-ROBERSON: No.

MR. LIMEHOUSE: -- a hard pill to swallow?

MS. DUNMEYER-ROBERSON: No. Could you --

MR. GARVIN: If I may. If I may, we talked earlier about -- well, Mr. White's testimony today talked about how there were other vendors. I believe it might have been in the letter that we submitted. If we haven't done so already, we're going to submit for the record as an exhibit that letter we had earlier.

- - -

(RESPONDENT'S EXHIBIT C, Statement of Aaron White, was marked for identification.)

- - -

MR. GARVIN: In that letter it talks about how he went through the entire procurement process from start -- from A to Z. Keep in mind that this procurement was not given for another year after that initial introduction. So what she's testified to today is that she made the introduction, it was on a volunteer basis, had nothing else to do with that.

So I mean, I think we've been abundantly clear, she's been clear, Mr. White has been clear about the extent of what that relationship was. She said multiple times, multiple different ways that that was the extent.

The email chain that we provided, just for the record to reflect, was provided to her three weeks ago. Nowhere in that email chain is Darlene Dunmeyer-Roberson's name included as being a recipient of it. So that further underscores that she did not solicit it. She did not have anything to do with the procurement process.

And as an elected official, a part of your

job is to connect people. A part of your job, if something were to happen in your community, is to say, hey, these kids are being killed. You're somebody who's from here, you're an alumnus of this high school, you all figure out how we can solve this problem. That's not unreasonable.

And if we're going to get into the business of penalizing elected officials doing their jobs, that's problematic. I mean, from the top to the bottom, from the Statehouse to the county council to the school board, you're going to have a lot of problems.

And I want to be very clear for the record. I'm not advocating that people improperly used their office. That's not what this shows in this particular incidence.

MR. LIMEHOUSE: I don't think any -- I know I didn't, I doubt others interpreted your comments to mean you were doing anything of the kind.

MR. DAVIS: Are you all presenting to us a list of the vendors -- potential vendors on the contract, is that what you presented to us?

MR. GARVIN: No, sir. That was Mr. White

telling his experience in the vendor process. So he was saying that he was under the impression that there were two other vendors that went through the competitive bid process. And he was basically explaining their process, competitive process, went through all the requirements.

MR. DAVIS: Those aren't potential vendors on the contract either.

MR. GARVIN: No. Those were folks, from my understanding in reading that material, folks that also competed for the same procurement notice, I believe that's what it's called, that he applied for. And there were other applicants is what he shared in that letter that we added to record.

MR. LIMEHOUSE: Do you know if they also went and met with district officials while the procurement was open?

MR. GARVIN: I have no idea what those folks did. But keep in mind, that meeting, that initial meeting, or that introduction was a whole year before he even applied.

MR. LIMEHOUSE: Right. I'm not talking about that meeting. I'm talking about while the

procurement was open.

MR. GARVIN: I have no idea what they did. I don't know if he even met with district officials, for that matter. The initial meeting that we're talking about, again, as she testified today, goes back to the volunteer services that she wanted to have in her community after a senseless murder. I don't think that's unreasonable.

MR. DAVIS: Did you know any of those other vendors?

MR. GARVIN: We don't know. No, sir, we don't know.

MR. DAVIS: I'm asking her.

MS. DUNMEYER-ROBERSON: No, I don't. Again, as a board member, we are not part of the procurement process. And that went through --

MR. DAVIS: No other vendors -- potential vendor talked to you about making a proposal?

MS. DUNMEYER-ROBERSON: No.

MR. DAVIS: Okay.

I wasn't fussing at you.

MR. GARVIN: Yes, sir, I understand.

MR. LIMEHOUSE: Getting close to that stress interview from law school.

MS. DUNMEYER-ROBERSON: I just wanted to share that that was given to me because this has played out in the media. That's why that was given to me.

MR. DAVIS: I understand.

MR. LIMEHOUSE: I think I'm all out of questions.

MR. LAMKIN: Mr. Limehouse.

If I can clear up one thing for you, Ms. Boroughs. The bottom of page 7 of the report are the two policies that govern what comes in as far as emails are concerned, confidentiality.

BCA: "Board members shall maintain the confidentiality appropriate to sensitive issues, information, especially those matters discussed in executive session."

Policy BE states in part, "Board members and other persons attending are duty bound not to disclose matters discussed in executive session."

And as far as that's concerned, that's any manner of communication -- email, text, verbal, however.

You were asking about the policies.

MS. BOROUGHS: Thank you.

MR. LAMKIN: And one other thing to clarify for Mr. White. His proposal was already starting in the process in July of '23 when he sent his proposal to Mr. Cobb. Cobb then forwarded to Ms. Simmons. "Here's the final plan for Mr. White." And then that was sent on up the chain.

One of the remarks on this is "When I look at this proposal, 20, 30 students between St. Johns and Haut Gap, I don't see anything unique that Mr. White would be doing that our internal staff couldn't already do, including direct services."

During this process, he had access to those high schools, which other vendors did not have. He was already visiting there, and that was subsequent to the introduction.

MR. GARVIN: If I might add --

MR. DAVIS: How did he get access to those high schools?

MR. LAMKIN: He was introduced, and then he met with the principals. And from then on, he had gone through the -- I believe the name of the system is called Raptor System, signing in

and out.

MR. DAVIS: Who introduced him to the rest of the principals, do you know?

MR. LAMKIN: She made the introduction to the St. Johns principal.

MR. DAVIS: But there were other schools.

MR. LAMKIN: One other, Haut Gap. It's the same process.

MR. DAVIS: Did you all find that introduction to that principal?

MR. LAMKIN: No. No. Not that I have right here. No.

MS. DUNMEYER-ROBERSON: Mr. White is an alumni of that school. He will be there this weekend for homecoming. Me introducing him did not give him access to the school. He will always have access to St. Johns High School.

MR. LIMEHOUSE: General Lamkin, we have one question. There are a few loose ends that we're looking to tie up, and it's difficult to do so in a public setting for reasons you've discussed previously.

Is there any context in which you would be able to answer those questions preferably in the presence of counsel to help clarify those points

for us? And if not, we understand. But we just ...

MR. LAMKIN: I think we should just kind of approach it, you know -- I mean, I'm willing to sit down with, you know, the panel and Mr. Garvin and see if I can do that. I won't know until I'm asked the question.

MR. LIMEHOUSE: Sure. No, I understand.

MS. BOROUGHS: So to be more specific, I was -- I'm still a little confused about the first charge on the executive session with Mr. Hollinshead.

Are you able to tell us -- do you have any knowledge about who that board trustee member was beyond what is said in the report?

MR. LIMEHOUSE: I'm not asking about the source of the knowledge.

MR. LAMKIN: And that's the problem with -- I could -- I could probably give you 99 percent accuracy.

MS. BOROUGHS: Is that something you'd tell us in a private conversation with counsel present and not the public, or is it something you can't tell us at all?

MR. LAMKIN: At this stage of where that

case lies, no, I can't tell you that.

MS. BOROUGHS: Can you tell us if it is not Ms. Dunmeyer-Roberson?

MR. LAMKIN: I wouldn't want to say either way.

MS. BOROUGHS: Okay.

MR. LIMEHOUSE: Mr. Garvin, I'm ready when you are. Do you have any closing comments?

MR. GARVIN: Absolutely.

First and foremost, let me say thank you to the panel. As I started at the beginning of this hearing today, this is an act of public service. It's much appreciated.

I also want to say thank you on behalf of Ms. Darlene to all the people of her community that have showed up, that have stood for hours, pastors, business owners, church members, school officials, folks that are here today, thank you for making that drive from the Lowcountry to be here today to show your support for your school board member, who, by all accounts, has done an excellent job.

I'm going to make a couple of comments. Some of them were preprepared, others I'm going to go off the cuff a little bit based on what

I've seen today.

But I will start by saying that at the beginning of this hearing, we asked you to focus on a straightforward question. What does the evidence actually establish? And after considering the evidence and the charges individually, we respectfully submit that four issues provide a very clear framework for answering that question.

Number one is identity. Number two is confidentiality. Number three is recipient, and number four is influence.

As it relates to number one as far as entity, charge one requires finding that Ms. Dunmeyer-Roberson disclosed executive session information. Yet the Inspector General's report, as well as his testimony today, never identifies her as the fellow board member who allegedly communicated with Mr. Hollinshead.

Before someone can be held responsible for making an improper disclosure, the evidence must first establish that she was the person who made it. Here, that foundational connection is missing.

Second, confidentiality. Charge 2A requires more than evidence that Ms. Dunmeyer-Roberson communicated with reporters. It requires evidence that she willfully disclosed information that was actually confidential.

Eight of the identified communications concern matters that were already public or arose from public board action, public news coverage, or public commentary. The remaining two communications were not provided in the Inspector General's report.

The identity of the recipient cannot substitute for proof that the information itself was confidential. And as it relates to this piece of confidentiality, you know, Ms. Darlene testified today that there was never any formal training for the school board members as it related to certain emails and so forth. And that there was a pattern amongst all the board members of forwarding emails of that sort of thing.

And I think that there's a process here for that, and that's the district level process that that was an issue. There were certainly

adequate remedial measures that the district could have taken to address that.

And a lot of folks feel, and Ms. Darlene, I know that there's the sentiment that something small or a mistake that was made has now gotten her to the level of potentially losing her board seat.

So we certainly own that there was a disclosure or disclaimer in there, but I think that was not something that was maliciously done. That was something just from a lack of true understanding of what could be and couldn't be shared. As you all heard Ms. Darlene testify earlier that she felt it was her question that she asked and that that's why it was shared.

Next, third, recipient. Charge 2B characterizes emails forwarded to Ms. Dunmeyer-Roberson's personally controlled Gmail account as disclosures to a district vendor. But her consulting relationship with the district, as has been established by testimony today, it ended before the period identified by the Inspector General.

If we go by the Inspector General's definition, you know, then, you know, then

there's this indefinite sort of period that, you know, that she would be under -- that she would be required to be considered a vendor.

The evidence establishes a second email account. What the evidence doesn't establish is that there was a separate vendor recipient. It is her email account, and it is the same email account that she and I have emailed on. It's literally her last name. There's nothing that says Next Level in it.

It's an email address -- I don't know how you all do, when I sign up for things, I use generally the same email accounts for those things. But I don't know what your personal experience is. I don't think it's unusual that she used that one email account. But as she testified today, she's the only person that had access and the only person that had full control over the email account.

I want to also note something for the record as it relates to emails. The district emails delete after a certain amount of time. And so when she says retention, from my understanding that, you know, board members, as common practice, and it may not be the right

practice, but it was not unique to her, it's common practice they forward board members -- I'm sorry, emails to themselves.

The last charge for influence. Charge three requires that evidence that Ms. Dunmeyer-Roberson used her board position to obtain an economic benefit or improperly influence a district decision involving Mr. White.

As the evidence was presented today shows she was not even on the email chain discussing it. She had no sort involvement in the process. At the time that the email was sent to the principal at St. Johns, Mr. White was not a district vendor.

The Inspector General's report does not establish that she subsequently drafted a solicitation. It does not establish that she evaluated proposals, negotiated terms, approved invoices, or directed staff to select Mr. White or voted on the Circle of Life contract.

For that matter, you know, she didn't even talk to anyone about this matter after the initial email.

As I shared earlier, elected officials --

it's not an uncommon thing for an elected official to communicate with folks in the local community about pressing issues. And that is what the situation was.

As we stated earlier, there was a shooting in the community. The community was on edge. And you have the board member who is appointed -- I'm sorry, who's elected by her constituents doing her job of trying to find a way to remedy ongoing violence within the community, ongoing murder amongst 18-year-olds.

And notably the community was on edge because this was an 18-year-old who was slated to graduate high school from St. Johns. And so as a board member, I think that's certainly appropriate.

An introduction is not a procurement decision. An introduction is not a procurement decision.

Ms. Dunmeyer-Roberson's behavior is consistent with behavior in any legislative body. Today's testimony as well as many of the things identified in the IG's report does not show there is a Darlene Dunmeyer-Roberson problem. It shows that the problems potentially

are greater and there needs to be a school -- school board issue as a whole.

And I will also add that, you know, these allegations have come up three years later, and if these were issues at the time, there were appropriate channels. There's policy within the board materials that allow for plans to be made, that allow school board members to show -- to discipline fellow school board members, as well as the South Carolina Ethics Commission that elected officials must govern themselves by. Which also has the resources and the ability to handle this sort of situation.

There was no sustained activity that could be reasonably construed as trying to circumvent district protocol for approval. Whether she agreed or disagreed with a board decision, she always utilized every established protocol to resolve said issue.

Moreover, if there had, in fact, been a policy violation, again, the board has policies in place.

A lot of what we heard from the Inspector General, and I certainly respect the work that he has done and continues to do in our

state. I truly mean that. But I will say as it relates to this particular matter, I'm certainly concerned about the definition of association.

He is saying that if you meet somebody at a social event, you are forever associated with them, is what his definition of association is. That is how I understood his definition. Once you are associated, you are associated for life. Because in this instance, Ms. Roberson -- Ms. Dunmeyer-Roberson was no longer having dealings with her former campaign manager. She was not paying him money.

But the IG has also done the same thing with the vendor status. If you register for a vendor status 20 years ago, if you never change it -- of course, it wasn't 20 years ago here. But if you never change it, then you are permanently a vendor and that could be associated. Even if you're no longer accepting bids or putting in for offers for procurement purposes.

So those are just some of things I wanted to wrap up with. I think I have covered it all. And I just want to again say thank you all for opportunity, and I will end with this.

You all, of course, have a big decision to make. The governor has a big decision to make because this sets precedent for how we operate and how we handle elected officials moving forward. And that's a big responsibility. I don't envy you all nor do I envy the governor for that role that he has and the decision that he has to make.

But I will say this: Darlene Dunmeyer-Roberson is a good elected official. These people would not have driven two and a half hours to be here today if she was not. And so I will end with that.

Thank you all again and much appreciated.

MR. LIMEHOUSE: Thank you. Likewise, I appreciate everyone being here. I appreciate the service of two colleagues on the panel and appreciate the citizen involvement and everyone taking the time out of their day -- or taking the better part of their day and spending it with us.

I don't think any of us in this room anticipated being here just a few weeks ago, but we are here, all doing our duty, different versions of it.

The only point of disagreement I have with your closing comments were we don't have much of a decision, just a recommendation. It's the Governor's decision at the end of the day, but we appreciate your comments, nevertheless, and certainly take our responsibility seriously in that regard.

MR. GARVIN: One follow-up question. I want to ensure that if more or additional questions are asked of the Inspector General, that we are included. This was our opportunity to be heard, and so we would want to be included in any additional communications.

MR. LIMEHOUSE: Absolutely.

MR. GARVIN: Okay.

MR. LIMEHOUSE: Like we said earlier, I largely defer to you all's preferences in this regard since it is Ms. Dunmeyer-Roberson's opportunity to be heard, and so we have endeavored to accommodate that in every way possible.

I think -- I don't know what time it is, but happy to -- it already is 5:00. I was going to say we can leave the record open until 5:00 if there's anything else you want to submit.

But is there anything further you would like to add or submit in support of your position?

MR. GARVIN: There is not.

MR. LIMEHOUSE: Exhibits or anything before we close it?

MR. GARVIN: You will have board policy, correct?

MR. LIMEHOUSE: Yes, at least --

MS. BOROUGHS: Yes, I have all of the board policies that were cited in the Inspector General report.

MR. LIMEHOUSE: Right.

MR. GARVIN: I'm just going to -- I'm going to submit a board policy, BCC, which addresses the board member violations.

MR. DAVIS: Address what?

MR. GARVIN: Board member violations and the process to address those board member violations.

And then I also want to submit policy BCB, which address board member conflict of interest. The governing rules that the board -- I also want to introduce board member policy that deals with Code of Ethics for board members, that Ms. Darlene governed herself by.

And we have one more.

- - -

(RESPONDENT'S EXHIBIT D, Addressing Board Member Violations, was marked for identification.)

- - -

(RESPONDENT'S EXHIBIT E, Board Member Conflict of Interest, was marked for identification.)

- - -

(RESPONDENT'S EXHIBIT F, Board Member Code of Ethics, was marked for identification.)

- - -

MR. GARVIN: And the last policy that we're going to introduce for the record is the board policy on preservation of emails and the email policy.

MS. BOROUGHS: Mr. Garvin, do you happen to have paperclips?

MR. GARVIN: I have two.

MS. BOROUGHS: Thank you, sir.

MR. LIMEHOUSE: Is there one more policy?

MR. GARVIN: There is one more policy. We are looking for it. Can we keep the record open for ten minutes after? Is that okay while we

look for it so we don't hold everybody up?

MR. LIMEHOUSE: No objection here.

MS. BOROUGHS: That's fine by me.

MR. LIMEHOUSE: It's your record to make. Submit what you want.

All right. Anything further from the panels?

MR. DAVIS: Nothing from me.

MR. LIMEHOUSE: We appreciate it. Thank you all very much and again thanks to all who drove up. I appreciate you all coming. At least I'll see you on the drive back.

- - -

(RESPONDENT'S EXHIBIT G, Acceptable Use of Technology, was marked for identification.)

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(The hearing concluded at 5:11 p.m.)

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CERTIFICATE OF REPORTER

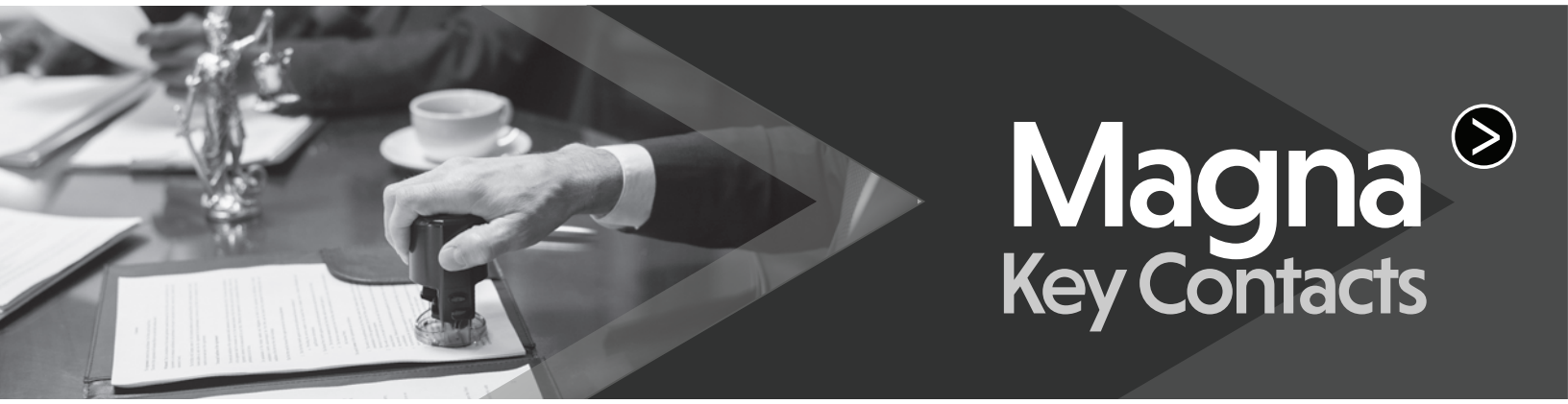
I, Sheri L. Byers, Registered Professional Reporter and Notary Public of the State of South Carolina at Large, do hereby certify:

That the foregoing proceedings were taken before me on the date and at the time mentioned on page 1 and the proceedings were recorded stenographically by me and were thereafter transcribed under my direction; that the foregoing transcript as typed is a true, accurate and complete record of the proceedings to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 29th day of September, 2026, at Lexington, Lexington County, South Carolina.

Sheri L Byers
_____
Sheri L. Byers,
Registered Professional Reporter,
Notary Public
State of South Carolina at Large
My Commission expires:
November 1, 2033



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Aaron
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