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SC Court of Appeals

EXHIBIT 1

JULY 15, 2025, ORDER

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	Case No.: 2025-CP-10-0921
Corel Lenhardt,)	
)	
Appellant,)	
)	
vs.)	ORDER
)	
Charleston County School District,)	
)	
Respondent.)	

Hearing Date:	April 10, 2025
Presiding Judge:	Deadra L. Jefferson
Attorney for Appellant:	Emmanuel Ferguson, Esq.
Attorney for Respondent:	Rene Stuhr Dukes, Esq.
Court Reporter:	WebEx

THIS MATTER came before the Court for a hearing on April 10, 2025, to consider Appellant’s Appeal of the Order of the Charleston County School District Board of Trustees to uphold the recommendation of the Superintendent to terminate Appellant’s employment,¹ filed February 19, 2025. Appearing for Appellant is Emmanuel Ferguson, Esq. Appearing for Respondent is Rene Stuhr Dukes, Esq. Having reviewed the record on appeal and having heard the arguments of counsel, the Court hereby makes the following Findings of Fact and Conclusion of Law.

FINDINGS OF FACT

Dr. Corel Lenhardt became certified to teach and began teaching in 2006. The Charleston County School District (CCSD) hired her in 2009 to serve as a school administrator and an

¹ The only issue before the Court is whether to uphold or reverse the decision of the Charleston County School District Board of Trustees to terminate Appellant’s employment. There is no motion pending to award Appellant any alternative relief.

Assistant Principal in 2009. In 2016, CCSD assigned her as an Assistant Principal at Stall High School. (App. Exhibit 7). In July of 2022, CCSD assigned Stephen Larson as the Principal of Stall, and he became Dr. Lenhardt's direct supervisor. (Tr. p. 9:1-5; 9:25-10). Ryan Cumback is the Director of High Schools and is the direct supervisor of Mr. Larson. (Tr. 235:25-236:9).

Assistant Principals have various duties, including conducting teacher evaluations and supervising teachers. (Tr.12:10-20). For the 2023-24 school year, the assistant principals were required to complete all teacher evaluations by March 29, 2024, the last day before Spring Break. (Tr. 69:6-11). Proper completion of teacher evaluations is an ongoing process. Not only are the evaluations critically important to the assessment and advancement of teachers, they are also required to be conducted within the timelines and procedures dictated by the South Carolina Department of Education. (Tr. 124:22-125:18). Stall Assistant Principal Virginia Sayer sent updates and reminders to all Stall Assistant Principals regularly throughout the year. (Tr. 174:1-14.)

On March 22, 2024, Dr. Lenhardt sustained a workplace injury and was absent March 25-27, 2024. (Tr. 268:18-20). She was put on medical leave from March 24, 2024, to April 7, 2024. (Tr., App. Exhibit 3). On April 8, 2024, at 12:37 p.m., Ms. Sayer sent an email regarding teacher evaluations that had not been completed. Less than 24 hours later, on April 9, 2024, at 7:21 a.m., Dr. Lenhardt responded that she had closed the evaluations of her six (6) teachers. (Tr. Resp. Exhibit 3). The proximity in time of Dr. Lenhardt's reply raised serious concerns for Mr. Larson that Dr. Lenhardt had, in fact, completed the evaluations because it would have been highly unlikely that she would have been able to meet with all six (6) teachers between 12:37 p.m. on April 8 and 7:21 a.m. on April 9. (Tr. 29:11-30:8).

As a result of these concerns, Mr. Larson and Ms. Sayer began an investigation into the completion of these six (6) teacher evaluations. (Tr. 30:14-31:21). What they discovered during their investigation was that most of the evaluations were not properly completed and, in some cases, Dr. Lenhardt fraudulently signed off on meetings with teachers that had not taken place. For example, multiple teachers reached out to Dr. Lenhardt concerning their evaluations but received no response from her. These teachers reported that Dr. Lenhardt did not hold the required evaluation conferences with them. For some teachers, Dr. Lenhardt signed off on evaluations without having any conferences with the teachers and even backdated some of the evaluations. In other instances, the other assistant principals stepped in to assume the responsibility of completing the evaluations after Dr. Lenhardt went on FMLA leave in April. (Tr. 30:21-32:22; 173:19-183:15; Resp. Exhibit 1). Dr. Lenhardt ignored multiple emails from a continuing contract teacher for meetings, and then indicated she held a final conference with the teacher which he denied. (Tr. 173:19-176:12). This exact same pattern of misconduct occurred for another teacher. (Tr. 176:14-177:4; Tr. Resp. Exhibit 1). Another first-year teacher trying to achieve annual summative on his way to continuing contract status reached out to the Office of Teacher Effectiveness for assistance. His observations and consensus meetings were not held by Dr. Lenhardt and signatures were missing from the evaluation folder. (Tr. 178:12-180:10). In another teacher's folder, there were several discrepancies with dates as well as lack of data sheets and meaningful reflections. (Tr.182:7-180:20). There were three (3) more teachers in Dr. Lenhardt's portfolio whose evaluations were incomplete and/or in error. (Tr. 182:13-183:15). Despite Dr. Lenhardt's injury and explanations, she never asked for any help with evaluations. (Tr. 19:11-13). Instead, she just marked six (6) evaluations complete with the click of a button. (Resp. Exhibit 3).

After discovering Dr. Lenhardt's fraudulent completion of teacher evaluations, Mr. Larson also began to question her use of leave time during the Spring of 2024, at the same time the evaluations were due. (Tr. 38:16-39:1). Until this time, he trusted Dr. Lenhardt, as an administrator, to be honest and follow District policy regarding proper use of leave time. (Tr.39:8-11).

Although Dr. Lenhardt, a 222-day employee, did not accrue vacation leave, she informed Mr. Larson well in advance that she would be taking vacation leave for a family cruise that was scheduled in March, 2024. Mr. Larson mistakenly believed that she did accrue vacation leave and did not question her request for a short vacation. (Tr. 39:25-40:16; 150:10-15). Mr. Larson had no idea that Dr. Lenhardt planned to, and actually did, enter sick leave for March 8 and 9, 2024, instead of vacation leave. (Tr. 61:22-62:12). After learning of this fraudulent use of leave, he reached out to Dr. Lenhardt to determine if it were perhaps an error, but she ignored his question. (Tr. 60:21-61:3). 169:11-14. In January, 2024, Dr. Lenhardt had also planned a trip to Thailand, which would require her to be away from school for two (2) days prior to the Spring Break Holiday without first obtaining Mr. Larson's permission. (Tr. 427:7-8; 432: 10-14; App. Exhibit 2). Unbeknownst to Mr. Larson, Dr. Lenhardt also used sick leave for that trip as well. (Tr. 41:12-43:6).

Even though she had been injured and was placed on sick leave, Dr. Lenhardt traveled to Thailand and spent the next ten (10) days on vacation there. She used a personal business day for a school day that she missed on March 28, 2024, and sick leave on March 29, 2024, and the remaining days were Spring Break. (Resp. Exhibit 9). In addition, a subordinate, teacher Glenda McQueen, traveled to Thailand with Dr. Lenhardt, even though as a teacher she had no vacation leave and Dr. Lenhardt knew she was also a 222-day contract employee who did not accrue

vacation time. (Tr. 328:9-19). Ms. McQueen told school administrators that she was having a medical procedure requiring that she be out for the two (2) days prior to spring break, the days she was scheduled to travel to Thailand with Dr. Lenhardt. However, she actually used personal business leave rather than sick leave for those two (2) days. (Tr. 109:14-25; 194:6-19). Following Spring Break, Mr. Larson asked Ms. McQueen if she had made a mistake and wanted to change the leave to sick, and Ms. McQueen admitted to him that she had been out on vacation with Dr. Lenhardt. (Tr. 44:11-46:10).

At the appeal hearing, Dr. Lenhardt was dishonest *under oath* about the leave time she has as a 222-day contract employee. She testified: “I actually do have vacation. It accrues throughout the year. I cannot access that vacation time. The district – that’s why you see in July of every year, the end of June, the beginning of – for like three weeks there’s a vacation time taken because the district accrues the vacation and then puts it in. I don’t have access so I can’t use the vacation as vacation.” (Tr. 436:22-437:5). This is not accrued vacation, but rather the time she was not required to be at school under a 222-day contract. (Tr. 39:14-23). The fact that she would condone the improper use of leave time by an employee she supervises is further evidence of dishonesty, if not collusion.

After her Thailand vacation, Dr. Lenhardt returned to work for a limited time on April 8, and 9, 2024, and then went out on FMLA and then Worker’s comp leave, and therefore District personnel were unable to meet with Dr. Lenhardt to go over their concerns. (Tr. 49:1-7; 239:15-240:5; Resp. Exhibit 1). On July 8, 2024, Dr. David Strickland, the Workers Comp neurologist, cleared Dr. Lenhardt to return to work on July 15, 2024, on light duty with the following accommodations: three (3) days per week for four (4) hours each day with the right to leave early or arrive late once per week if she was experiencing a headache. Because Mr. Larson was unable

to accommodate this request, Dr. Strickland placed Dr. Lenhardt back on Total Temporary Disability (TTD) under Workers Compensation. (Tr. 393:10-19). She was ultimately scheduled to return to full time duties on August 16, 2024. (Tr. 240:3-7).

Because the investigation revealed that Dr. Lenhardt had falsified evaluation documents, had fraudulently completed teacher evaluations, deceptively used leave time, and traveled with a subordinate who also did not accrue vacation days, Mr. Cumback and Wilbert Suggs, Executive Director of Employee Relations, asked Dr. Lenhardt to meet on August 16, 2024. Kamika Smith with Employee Relations was also present. (Tr. 238:3-240:16). The purpose of the meeting was to speak with Dr. Lenhardt to share the concerns that had developed during her absence and allow her the opportunity to respond. (Tr. 240:19-24; 271:22-272:25). Upon arriving and being questioned about the evaluations, Dr. Lenhardt refused to answer and left the meeting abruptly, requesting that District officials pose the questions to her in writing. (Tr. 241:1-8). As requested, Mr. Cumback sent Dr. Lenhardt an email the following day, August 17, 2024, outlining the concerns and requesting a written response setting forth her position by Friday, August 23, at 5:00 p.m. Dr. Lenhardt failed to respond. (Tr. 242:6-120; Resp. Exhibit 5).

Accordingly, on August 30, 2024, Anita Huggins, Superintendent of CCSD, recommended that Dr. Lenhardt be terminated *for cause*, pursuant to S.C. Code Ann. § 59-25-430; specifically, for: failure to complete teacher evaluations in accordance with the South Carolina Department of Education's process; misrepresentation of leave; collusion with a subordinate; and refusal to participate in an investigation. (Resp. Exhibit 1, pp. 2-4). Respondent concedes Dr. Lenhardt had never received any written warnings or discipline prior to receiving the letter recommending her termination. (Tr. 23:13-22).

As an Assistant Principal, Dr. Lenhardt has the statutory right, pursuant to the Teacher Employment and Dismissal Act (TEDA), S.C. Code Ann. § 59-25-410 *et seq.*, to appeal the decision of the administration to recommend her for termination. She timely appealed that request to the Charleston County School District Board of Trustees (Board). (Resp. Brief, Exhibit. A). A hearing was scheduled by mutual agreement of the parties on December 20, 2024, before Amy Gaffney, Esquire. Ms. Gaffney had been approved by the Board to hear teacher appeals, and she was selected by Dr. Lenhardt. After hearing the testimony and considering the evidence, the Hearing Officer issued a Report and Recommendation dated January 10, 2025, recommending to the Board that Dr. Lenhardt's termination not be upheld. (Resp. Brief, Exhibit B).

Pursuant to TEDA, the Report and Recommendation of the Hearing Officer, along with all exhibits, is presented to the Board for a final decision on the employment matter. As permitted by TEDA, the District could, and did, submit a written response to the Report and Recommendation. (Resp. Brief, Exhibit C). After meaningful consideration of the record in executive session, the Board voted 9-0 in open session to uphold the recommendation of the Superintendent to terminate Dr. Lenhardt's employment with the District and subsequently issued a written Order of its decision. (Resp. Brief, Exhibits D, F). Dr. Lenhardt appealed the Board Order upholding her termination to this Court. (Resp. Brief, Exhibit E). Appellant urges the Court to reverse the decision of the Board on the following grounds:

1. Respondent improperly terminated Appellant without finding good and just cause for the notice of suspension or dismissal as required pursuant to S.C. Code Ann. § 59-25-460(D);
2. There is not substantial evidence in the record to support the decision of the Respondent to terminate Appellant's employment;
3. The Respondent's decision not to adopt the Report and Recommendation of the Hearing Officer is arbitrary and capricious;

4. Respondent purposefully excluded the entire record for the Board of Trustees to review as required by S. C. Code Ann. §59-25-460(A)(2) in violation of S.C. Code Ann. §30-4-110(F);
5. Respondent failed to provide Appellant a public hearing as provided by S.C. Code Ann. § 30-4-70(a)(1) and S.C. Code Ann. § 59-25-460;
6. Respondent failed to provide adequate notice of the public hearing on the vote regarding Appellant's employment subsequent to a specific request in violation of S. C. Ann. § 30-4-80(E) and S.C. Code Ann. § 30-4-110(F);
7. Respondent failed to properly provide notice of the amended agenda that purportedly included Appellant's employment in violation of S.C. Code Ann. § 30-4-80(E) and S.C. Code Ann. § 30-4-110(F); and
8. Upon information and belief, Respondent violated Appellant's Due Process rights by including the Superintendent and/or other non-Board of Trustees members in the Board of Trustees' executive session to decide Appellant's employment matter.

CONCLUSIONS OF LAW

The due process rights of teachers and duties of the District and Board in regard to teacher employment and dismissal are set forth at S.C. Code Ann. § 59-25-410 et seq. (TEDA). The Court finds that both Respondent and the Charleston County School Board of Trustees complied with TEDA in providing Appellant notice of the grounds for her termination; affording her a hearing with right to issue subpoenas, present evidence, and cross examine witnesses and giving meaningful consideration to the record. The Court finds no merit in Appellant's claim that the Board was required to have the entire transcript of the proceeding during its deliberations or her position that the Board is required to blindly accept the findings of fact and conclusions of law set forth in the Hearing Officer's Report and Recommendation. TEDA simply does not support Appellant's arguments. Accordingly, the Court finds that Appellant received all due process rights accorded to her.

The Court further finds that the Board complied with its duties as set forth in the S.C. Freedom of Information Act (FOIA), S.C. Code Ann. § 30-4-10 et seq. However, even if the

Board committed some error in violation of FOIA, Appellant's remedies are set forth within the Act itself. See S.C. Code Ann. § 30-4-110(C).

Thus, the only matter for the Court to consider is whether there was substantial evidence for the Board's unanimous decision to terminate Dr. Lenhardt. "Judicial review of a school board decision terminating a teacher is limited to a determination whether it is supported by substantial evidence. The court cannot substitute its judgment for that of the school board." Felder v. Charleston Cnty. Sch. Dist., 327 S.C. 21, 25, 489 S.E.2d 191, 193 (1997) (citing Kizer v. Dorchester County Voc. Educ. Bd. of Trustees, 287 S.C. 545, 340 S.E.2d 144 (1986); Laws v. Richland County School Dist. No. 1, 270 S.C. 492, 243 S.E.2d 192 (1978) (emphasis added). "Substantial evidence' is not a mere scintilla of evidence nor the evidence viewed blindly from one side of the case, but is evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion that the administrative agency reached or must have reached in order to justify its action." Toney v. Lee Cnty. Sch. Dist., 419 S.C. 210, 216, 797 S.E.2d 55, 58 (Ct. App. 2017) Further, "if *any* of the charges against a teacher are supported by substantial evidence, the school board's decision to dismiss must be sustained." Hilliard v. Orangeburg Cnty. Sch. Dist. No. Three, 300 S.C. 123, 126, 386 S.E.2d 628, 630 (Ct. App. 1989) (emphasis in original). If the Superintendent sets forth multiple grounds to support her recommendation for termination, one ground alone is sufficient to support the recommendation pursuant to S.C. Code Ann. §59-25-430. Adams v. Clarendon Cnty. Sch. Dist. No. 2, 270 S.C. 266, 274, 241 S.E.2d 897, 901 (1978).

Appellant was terminated pursuant to S.C. Ann. §59-25-430, which provides that a teacher may be subject to termination, *without prior notice and an opportunity to improve*, for a variety of reasons, including, "willful violation of rules and regulations of district board of trustees" and

“dishonesty.” “Section 59–25–430 sets forth a non-exclusive list of examples of unfitness for teaching. Hall v. Bd. of Trustees of Sumter Cnty. Sch. Dist. No. 2, 330 S.C. 402, 406, 499 S.E.2d 216, 218 (Ct. App. 1998). The grounds for Dr. Lenhardt’s *for cause* termination were: falsifying evaluation documents (dishonesty); mispresenting leave time (dishonesty); collusion with a subordinate to misuse leave time (dishonesty); and willful violations of Board policy including failure to participate in the District’s investigation into her alleged misconduct. Specifically, Appellant was charged with violating Board Policy GBE which requires that District employees abide by federal and state laws and regulations; carry out their duties with conscientious concern; submit required documents on time; and cooperate in the District’s efforts to investigative efforts. (Tr., Resp. Exhibit 1, pp. 2-4). To be clear, there is no requirement in S.C. Ann. § 59-25-430 that the District must have provided written notice of the concerns to Dr. Lenhardt prior to recommending her for termination.

Here there is substantial evidence as set forth above that Appellant in several instances fraudulently closed a teacher’s evaluation. Her actions in this regard were, at a minimum, dishonest, in clear violation of S.C. Ann. §59-25-430, a failure to follow board policies, and Board Policy GBE requiring that she abide by state laws and regulations; and failure to carry out her duties with conscientious concern; and submit required documents on time. Because the Court finds substantial evidence existed for the Board to terminate Dr. Lenhardt on these grounds, the Board’s Order must be affirmed.

Moreover, there is substantial evidence to support the Board’s conclusion that Dr. Lenhardt knowingly and fraudulently used sick time. As a 222-day contract employee, she did not accrue sick leave, and she scheduled two trips in one month requiring her to be away from school knowing that she did not have vacation time to use. See *supra*. As an Assistant Principal and supervisor, she

is a leader at the school and her misuse of leave was dishonest and deceptive and in willful violation of Board policy.² Because the Court finds substantial evidence existed for the Board to terminate Dr. Lenhardt on this ground, the Board's Order must be affirmed.

Lastly, Dr. Lenhardt's absolute refusal to answer written questions regarding these concerns, even despite the fact that she had access to a lawyer, is in clear and willful violation of Charleston County School District Board of Trustees Policy GBE which requires employees to cooperate with the District's investigations. Because the Court finds substantial evidence existed for the Board to terminate Dr. Lenhardt on this ground, the Board's Order must be affirmed.

For the reasons set forth above, the Order of the Charleston County School District dated January 31, 2025, terminating Dr. Lenhart is hereby **AFFIRMED**.

IT IS HEREBY ORDERED!

Hon. Deadra L. Jefferson
 Presiding Judge
 Ninth Judicial Circuit

This 14th day of July, 2025
 Charleston, South Carolina

² Board Policy GCC/GDS may be used on for the illness, injury, or medical appointments of the employee or close family member and may *not* be used "for other personal absences or to extend annual leave." In addition, employees are prohibited from using personal business leave is to be used for personal matters, but it is not vacation leave and should not be used to extend a school holiday. The policy further provides that in the event an employee wishes to deviate from this policy, the employee must first obtain approval from the superintendent or his/her designee. (Tr. Resp. Exhibit 11).



Charleston Common Pleas

Case Caption: Corel Lenhardt VS School District Charleston County

Case Number: 2025CP1000921

Type: Order/Other

IT IS SO ORDERED.

s/D.L. Jefferson Ninth Judicial Circuit Judge 2128