



## Report of Investigation

Prepared for:



*As Counsel for:*

Lancaster ISD Board of Trustees

February 18, 2022

**Confidential Attorney-Client/Attorney Work Product**  
**Privileged Communication**

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# Introduction and Scope of Work

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## I. Introduction

Weaver and Tidwell, L.L.P. ("Weaver") submits this Report of Investigation ("Report") to the law firm [REDACTED] ("Counsel") as Counsel for the Board of Trustees (the "Board") for Lancaster Independent School District ("LISD" or the "District"). This Report presents the work performed in connection with the investigation of the District's practices and procedures concerning governance, operations and expenditures during the September 1, 2017 – December 31, 2020 time period, including our observations and findings. Weaver has made its best effort, given the available time and resources, to conduct an impartial, independent and extensive investigation. We did not conduct an exhaustive investigation into all aspects of the District's operations and spending as such an investigation would require time and resources beyond those reasonably required to address the issues and concerns identified by the District. Certain limitations on the information available to Weaver resulted in constraints on our investigation. We had no power to compel third parties to submit to interviews, produce documents, or otherwise provide information. We were unable to interview four (4) current and former Board members who either did not respond to our requests or were unwilling to speak with us, including current Board member LaRhonda Mays, former Board President Ellen Clark, and former Board members Kevin Davis, Jr. and LaShonjia Harris. In addition, certain electronic information maintained on electronic devices issued by the District to the former Superintendent, Elijah Granger, was not available for our review.

## II. Scope of Work

On July 1, 2021, Weaver submitted its Forensic Accounting and Investigation Qualifications ("Statement of Qualifications") following Board approval in April 2021 for a forensic audit to be conducted. On August 12, 2021, Weaver was engaged by Counsel to provide forensic services. As authorized by the Board, Weaver conducted a broad investigation into concerns and issues raised by current Board members including governance, operations, stipends and compensation, financial accountability, as well as policies and procedures. During the course of the investigation, Weaver performed the following work steps in reaching the observations and findings outlined in this Report:

- Conducted witness interviews with 19 current and former District employees and Board members (including multiple discussions with several of the witnesses);
- Reviewed information pertaining to meetings of the Board during fiscal years 2018–2021 including meeting minutes, agendas, Board documents and recorded videos (as available);
- Analyzed over 214,000 email records for eight (8) former District employees and Board members;
- Conducted a forensic analysis on available electronic devices issued to and returned by the District's former Superintendent, as well as his former executive assistant;



- Analyzed the District’s audited financial statements and other financial data for fiscal years 2018 – 2021, including general ledgers and check registers;
- Reviewed the District’s Compensation Plans for fiscal years 2018 – 2021 including a review of stipends for academics and athletics;
- Performed a benchmarking analysis to compare District athletic stipends to other school districts in the Region;
- Reviewed revisions to Superintendent contracts during fiscal years 2018 – 2021 including the approval of a Voluntary Severance Agreement in November 2020;
- Reviewed information related to the Lancaster Education Foundation, including financial records, email communications, and other available information;
- Performed research of current and former Board members using the LexisNexis SmartLinx Comprehensive Person Report tool;
- Reviewed the District’s policies and procedures including policies on the District’s website, as well as the Board Operating Guidelines, Employee Handbook and Compensation Plan.


While Weaver performed additional work steps not included above, the above listed work steps reflect the actions performed by Weaver that formed the basis for our observations and findings discussed throughout the remainder of this Report.

# Executive Summary

The Executive Summary provides an overview of the observations and findings from Weaver’s investigation of the District’s practices and procedures concerning governance, operations and expenditures during the September 1, 2017 – December 31, 2020 time period. The Executive Summary is based on the set of facts and findings described in the Report, and should be read with the Report itself including the associated exhibits. Standing alone, it does not, and cannot, provide a full understanding of the facts and analysis underlying our observations and findings. In addition, while the Report itself is intended to provide the relevant basis for our observations and findings, it does not exhaustively detail all efforts undertaken by Weaver.

## I. Background

LSD is a school district in Dallas County, Texas encompassing the City of Lancaster. The District has an enrollment of approximately 7,500 students and an annual budget of approximately \$100 million. The District is governed by a seven-member Board representing single-member districts with each Board member serving staggered three-year terms. Elections are typically held in May with two Board seats up for general election each year. The table below summarizes the District’s Board members during the period of our review.

| Summary of Board of Trustees for 2017 - 2021 (Calendar Year) |            |   |            |            |            |            |
|--|------------|---|------------|------------|------------|------------|
| Trustee  | District   | Year Ended December 31  |            |            |            |            |
|  |            | 2017  | 2018       | 2019       | 2020       | 2021       |
| Marion Hamilton  | District 1 |   |            |            |            | President  |
| Cynthia Corbin-Jarvis  | District 2 |   | Vice Pres. |            |            |            |
| LaShonjia Harris   | District 2 |   |            |            |            |            |
| Greg Stephenson  | District 2 |   |            |            |            |            |
| Rhonda Davis-Crawford  | District 3 |   | Secretary  | Secretary  | Secretary  |            |
| LaRhonda Mays  | District 4 |   | Secretary  | Vice Pres. | Vice Pres. |            |
| Ty Jones   | District 5 | President   |            |            |            | Secretary  |
| Robbie Johnson   | District 6 |   | Vice Pres. |            |            |            |
| Kevin Davis, Jr.   | District 6 |   |            |            |            |            |
| Carolyn Morris   | District 6 |   |            |            |            | Vice Pres. |
| Ellen Clark  | District 7 |   | President  | President  | President  |            |
| Kendall Smith  | District 7 |   |            |            |            |            |
| <u>Legend</u>  |            |   |            |            |            |            |
| Active Board Member  |            |  |            |            |            |            |

During the period of our review, the District's Superintendent was Elijah Granger ("Dr. Granger"), who served as the District's Superintendent from January 8, 2018 – December 15, 2020. On November 23, 2020, the Board suspended Dr. Granger pending an investigation of his conduct as Superintendent, and he was subsequently terminated on December 15, 2020.

## II. Summary of Findings – Voluntary Severance Agreement

### a. Overview

On November 9, 2020, the Board approved a Voluntary Severance Agreement whereby Dr. Granger was to receive \$2,036,567 as a severance payout in consideration for his resignation as the District's Superintendent. The severance payment included salary and benefits for the remaining five years of Dr. Granger's contract, which also resulted in the District being subject to a penalty imposed by the TEA of approximately \$1.8 million in reduced state funding, equal to the severance amount in excess of one year's salary and benefits.<sup>1</sup> The approved severance payment of over \$2 million was the largest severance payment ever approved for a Superintendent of a school district in the United States, and was to be paid by a school district that at the time ranked as the 148<sup>th</sup> largest school district in Texas by enrollment. Of equal concern was that the Voluntary Severance Agreement was approved by the same four Board members who approved a new five-year contract for Dr. Granger just two weeks earlier.<sup>2</sup> In the interim two weeks, the District's Board President, Ellen Clark ("Board President Clark") lost in the November 3, 2020 election and it was evident that the Board would be reorganized once the election results were canvassed later that month.

### b. Board Approval of the Voluntary Severance Agreement

On the day after Board President Clark's election defeat, Dr. Granger contacted [REDACTED] (" [REDACTED] ") an attorney with the law firm [REDACTED] (" [REDACTED] ") to discuss his understanding from the Board's Vice President, LaRhonda Mays ("Trustee Mays"), that the Board wanted [REDACTED] to calculate a severance payment for Dr. Granger. The Voluntary Severance Agreement was quickly drafted in the following days and weekend by [REDACTED] and her staff, through discussions with Dr. Granger and Board President Clark.<sup>3</sup> [REDACTED] presented the Voluntary Severance Agreement to the Board via Zoom in closed session during the called Board meeting at 2 PM on November 9, 2020 before the election results

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<sup>1</sup> With the adoption of Senate Bill 722 passed in May 2019, a severance payment to a Superintendent is subject to a reduction in the school district's Foundation School Program funds by the amount of the severance payment that exceeds an amount equal to one year's salary and benefits.

<sup>2</sup> Trustees Ellen Clark, LaRhonda Davis, Rhonda Davis-Crawford and LaShonjia Harris voted to approve the five-year contract for Dr. Granger on October 29, 2020, as well as the Voluntary Severance Agreement on November 9, 2020. Trustees Marion Hamilton, Ty G. Jones and Carolyn Morris voted against the Voluntary Severance Agreement.

<sup>3</sup> It is unclear whether Trustee Mays had direct communication with [REDACTED] during the drafting of the Voluntary Severance Agreement.

could be canvassed, and without the Board having the opportunity to review the proposed agreement prior to the meeting.<sup>4</sup> Following the Board's approval of the Voluntary Severance Agreement by a 4-3 vote, the District had ten calendar days to issue the severance payment to Dr. Granger of approximately \$2 million under the terms of the agreement. On November 17, 2020, Trustees Marion Hamilton, Ty G. Jones and Carolyn Morris filed a petition for injunction against the District requesting a Temporary Restraining Order ("TRO") to prevent the District from making the severance payment to Dr. Granger under the Voluntary Severance Agreement, and to avoid a \$1.8 million penalty to be imposed by the TEA. On November 19, 2020, a judge granted the TRO, which was extended on December 1, 2020 to prevent the severance payment pending a court hearing no earlier than October 2021. On December 15, 2020, the new Board majority voted 4-3 to rescind the Voluntary Severance Agreement and terminate Dr. Granger's contract.<sup>5</sup>

### **c. Board Approval of Contract Modifications Prior to the Voluntary Severance Agreement**

During Dr. Granger's tenure as Superintendent, the Board approved five modifications to Dr. Granger's contract in less than three (3) years, making him one of the highest paid Superintendents in Texas.<sup>6</sup> A contract modification approved by the Board in October 2018 increased the term of his contract from three (3) years to five (5) years and a subsequent contract modification in May 2019 included a 33% salary increase to \$315,000 (increase of approximately \$79,000), in addition to an increase in benefits of approximately \$95,000 annually. As a result of the contract modifications approved by the Board within his first 16 months as a Superintendent, Dr. Granger's combined salary and benefits ballooned to over \$430,000 per year while his contract term was increased to five (5) years, the maximum contract term permitted under the Texas Education Code.

Certain contract modifications appeared to focus on adding protections for Dr. Granger in the event his contract were to be terminated, including modifications addressing a severance payout.<sup>7</sup> In October 2020, Dr. Granger modified certain provisions in his contract pertaining to severance pay in the event of a unilateral termination by the Board. Dr. Granger also made revisions aimed to protect his personal emails and text messages maintained on his District-issued devices, revised indemnification provisions to give him broader protection in the event of claims against him for misconduct, and inserted a provision that would require the

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<sup>4</sup> Board President Clark received the Voluntary Severance Agreement in advance of the November 9, 2020 meeting.

<sup>5</sup> Trustees Mays, Davis-Crawford and Harris voted against rescinding the Voluntary Severance Agreement and termination.

<sup>6</sup> Dr. Granger's base salary was \$315,000, which ranked fourth highest among Superintendents in Texas on a percentage of District revenue and sixth highest on a per student basis (out of 186 Texas school districts with enrollment over 5,000 students). These rankings do not take into consideration the supplemental compensation and benefits received by Dr. Granger related to life insurance premiums, travel allowances, incentive pay, payouts for unused vacation days, retirement benefits and supplemental compensation for TRS deductions, among others. Weaver calculated Dr. Granger's total annual compensation and benefits to be \$432,712 following the approval of contract modifications in May 2019.

<sup>7</sup> In April 2019, Dr. Granger emailed Senator Royce West to lobby against Senate Bill 722, which proposed to set a limitation on severance payments to Superintendents in Texas to be no more than one-year's salary no matter how many years remain in the contract.

District to pay his legal expenses if the Board were to take adverse legal action against him.<sup>8</sup> The contract modifications were approved by the four-vote Board majority on October 29, 2020, without an attorney present to provide legal guidance to the Board, despite requests from Board members to consult with an attorney regarding the contract modifications.<sup>9</sup>

Within days of the Board's approval of the modifications to Dr. Granger's contract in October 2020, and the day after the election defeat of Board President Clark, Dr. Granger contacted [REDACTED] to have her prepare a severance agreement that would pay over \$2 million to Dr. Granger pursuant to the terms in his modified contract relating to a unilateral termination. The severance agreement was quickly prepared and presented to the Board on November 9, 2020 before Board President Clark was set to leave the Board and Dr. Granger was to lose the four-majority needed for approval.

#### **d. Return of Dr. Granger's Electronic Devices**

On December 2, 2020, which was the deadline stipulated by the District for Dr. Granger to return his electronic devices, Dr. Granger reported his District laptop computer stolen to the Lancaster Police Department.<sup>10</sup> Several months later, Dr. Granger returned his District cell phone, from which the data was removed as a result of a factory reset of the phone being performed prior to being returned to the District.<sup>11</sup>

#### **e. Dr. Granger's Subsequent Business Relationship with Board President Clark**

In the aftermath of Dr. Granger's termination from the District, Dr. Granger began a new career as a real estate agent with Board President Clark's realty firm, Town Square Realty, and is currently the only agent listed on the firm's website other than Board President Clark.

### **III. Summary of Findings - Governance**

#### **a. Overview**

During Dr. Granger's tenure as Superintendent, we identified a pattern of maneuverings to influence and control the decision-making of the Board by taking measures to ensure control over a four-vote majority of the Board's seven voting members. These actions were orchestrated by Dr. Granger and facilitated by

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<sup>8</sup> Revisions to Dr. Granger's contract are discussed in detail in Section A of this Report.

<sup>9</sup> Board President Clark denied requests from Board members to have an attorney present to provide legal guidance for the October 29, 2020 Board meeting.

<sup>10</sup> Dr. Granger went to the office of the Lancaster Police Department at 7:56 AM on December 2, 2020 and filed a police report stating that his District laptop, as well as several other personal electronic devices and a handgun were stolen from his vehicle sometime between November 21, 2020 and November 30, 2020. Dr. Granger indicated in the police report that there was no damage to his vehicle, which had been parked under his carport at his property in Lancaster.

<sup>11</sup> Dr. Granger also returned a Microsoft Surface all-in-one desktop computer to the District, which was reimaged and reissued to another District employee in March 2021.



certain Board officers, including Board President Clark and Trustee Mays, as well as certain attorneys hired by Dr. Granger to represent the District. Dr. Granger's efforts to control a four-vote majority resulted in the Board's approval of five modifications to his contract in less than three years (making him one of the highest paid Superintendents in Texas), and culminated in the Board's 4-3 vote to approve the largest severance payout ever authorized to a school district Superintendent. Dr. Granger also used his control over the Board to revise certain Board policies in order to delegate Board authority to the Superintendent, which further enabled Dr. Granger to influence and control the decision-making of the Board while limiting the Board's ability to govern.<sup>12</sup>

During our investigation, we observed efforts to control and influence the appointment of new Board members to fill vacancies on the Board, efforts to influence Board elections, as well as efforts to investigate and take legal action against certain Board members with the apparent objective being their removal or resignation from the Board. Dr. Granger offered consulting contracts to certain Board members to step down from the Board, with contract amounts \$100 below the maximum amount able to be authorized by the Superintendent without requiring Board approval. Certain Board members who voted in favor of modifications to Dr. Granger's contract received positions at other school districts where Dr. Granger had connections, including Duncanville ISD where Dr. Granger previously served on the Board (including as Board President until May 2017), and Greenville ISD where Dr. Granger's spouse served as Superintendent from April 2017 – July 2021.

Certain of these actions were facilitated by Trustee Mays who discussed the proposed Voluntary Severance Agreement with Dr. Granger the day after the November 3, 2020 election. Trustee Mays also facilitated the Board appointments of her coworker in 2018 (Trustee Davis, Jr.) and a close friend in 2019 (Trustee Harris).<sup>13</sup> Trustee Rhonda Davis-Crawford ("Trustee Davis-Crawford"), who served as Board Secretary from September 2018 – November 2020, was hired for an administrative position in Greenville ISD in July 2020 prior to voting to approve the Voluntary Severance Agreement in November 2020.

We also determined that certain attorneys from the law firms [REDACTED] and [REDACTED] (" [REDACTED] [REDACTED] ") facilitated the efforts of Dr. Granger and Board President Clark to control and influence the Board. Specifically, attorneys from [REDACTED] and [REDACTED] assisted Dr. Granger and Board President Clark to investigate and pursue legal action against certain Board members, as well as to revise Board policies and Board Operating Guidelines to increase the Superintendent's authority while reducing the authority of the Board. Most notably, [REDACTED] reviewed substantive revisions to Dr. Granger's contract in October 2020

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<sup>12</sup> In November 2018, the Board approved revisions requested by Dr. Granger regarding Board Policies BDD (Local) and DC (Local) which delegated the Board's authority for retaining legal counsel and hiring of all contract employees to the Superintendent.

<sup>13</sup> While Trustee Mays was re-elected in November 2020 and her current term does not expire until 2023, Trustee Mays has only attended one Board meeting since February 3, 2021, in which she requested to place an item on the agenda for the District to settle with Dr. Granger regarding the Voluntary Severance Agreement as to avoid future litigation.

as the attorney representing the District, without ever reviewing the revisions with the Board or providing legal guidance to the Board. During the Board meeting to review the contract revisions, Board President Clark stated, "the contract was reviewed by the attorney and per the attorney the changes were legal therefore she saw no need for an attorney to be present." After the Board's approval of the contract, Board President Clark emailed [REDACTED] to request that she provide an email confirming her review of the contract and that the changes were legal.<sup>14</sup>

A summary of findings of our investigation and review into the District's governance practices during the period of our review are provided in chronological order throughout the remainder of this Executive Summary and detailed in the body of the Report.

#### **b. Dr. Granger Worked with Legal Counsel to Terminate Superintendent Search in 2017**

The District engaged an independent firm to conduct a Superintendent search in October 2017 following the resignation of the Dr. McFarland. Dr. Granger had previously been named as the Interim Superintendent in August 2017. During the early stages of the Superintendent search, Dr. Granger emailed the Board regarding the negative impact the Superintendent search was having on the Communications department, but noted that he was staying out of the process. At the same time, Dr. Granger was exchanging emails with an attorney from [REDACTED] [REDACTED] (" [REDACTED] " who prepared agenda items and Board motions for Dr. Granger to suspend the Superintendent search and name him as the lone finalist for the Superintendent position. [REDACTED] also drafted a letter to terminate the contract with the firm conducting the Superintendent search before any candidates had the opportunity to apply for the position.<sup>15</sup>

#### **c. Dr. Granger Awarded a Consulting Contract to a Former Board Member in April 2018**

On April 16, 2018, Trustee Robbie Johnson ("Trustee Johnson") resigned from her position on the Board for District 6. On April 17, 2018, Dr. Granger authorized a consulting agreement between the District and Trustee Johnson to provide services related to advanced academics. The contract authorized payments of \$4,150 per month for six months, for a total contract value of \$24,900. At that time, Dr. Granger had authorization to execute contracts less than \$25,000 without needing Board approval. Dr. Granger terminated the consulting agreement in May 2018 and Trustee Johnson received \$4,871.74 for the prorated portion of the contract. It is unclear what services were provided by Trustee Johnson under the consulting agreement.

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<sup>14</sup> [REDACTED] previously sent an email in July 2019 asking if Dr. Granger wanted her to attend any Board meetings so she could "help him and the Board with any misbehaving Board members."

<sup>15</sup> [REDACTED] had previously worked with Dr. Granger when [REDACTED] served as legal counsel for Duncanville ISD. [REDACTED] invited Dr. Granger to have dinner with her and her husband on December 29, 2017 to celebrate his selection as the lone finalist. While [REDACTED] did not invoice the District for services provided by [REDACTED] in 2017 when she prepared language for agenda items to suspend the Superintendent search and name Dr. Granger as the lone finalist, [REDACTED] began providing legal services to the District for personnel matters in January 2018 after Dr. Granger was hired as Superintendent.

**d. Dr. Granger Facilitated the Appointment of Kevin Davis, Jr. to Replace Trustee Johnson**

To fill the remaining 13 months of Trustee Johnson’s term following her resignation, a vacancy notice was posted on the District’s website for qualified candidates to submit a resume and letter of interest no later than April 2018. A resume and letter of interest were submitted by [REDACTED]”) who had a Master’s Degree and experience working in education. The only other resume submitted was by Kevin Davis, Jr. (“Mr. Davis, Jr.”), [REDACTED]. Mr. Davis, Jr. was 22 years old at the time, had limited professional experience, no education qualifications above a high school diploma, and was not a registered voter in Lancaster at the time.<sup>16</sup> On May 1, 2018 (after the deadline to submit a resume and letter of interest), Dr. Granger updated Mr. Davis, Jr.’s resume to include additional work history and revised his address from Cedar Hill to Lancaster, as well as prepared a letter of interest on behalf of Mr. Davis, Jr. The revised documents were provided to the Board (along with the resume and letter of interest for [REDACTED]) in advance of the May 3, 2018 Board workshop meeting. On May 3, 2018, Mr. Davis, Jr. was appointed to the Board without any consideration or discussion of [REDACTED].

**e. Board Appointment of Mr. Davis, Jr. Enabled Dr. Granger to Maintain Control of the Board**

At the time he was appointed to the Board, Mr. Davis, Jr. worked with Trustee Mays at the Lancaster Police Department and it is our understanding that Trustee Mays had discussions with Mr. Davis, Jr. regarding the opening on the Board. Several months after his appointment to the Board, Mr. Davis, Jr. was hired for a Teacher Aide position in Duncanville ISD in August 2018, the same school district where Dr. Granger previously served as Board President in 2016 and 2017. Also in August 2018, the mother of Mr. Davis, Jr. was hired as a Special Education Aide in the District and emailed Dr. Granger thanking him for his assistance in her being hired for the position. During his 13-month tenure on the Board, Mr. Davis, Jr. attended 15 of 21 Board meetings and never voted in opposition to Trustee Mays.<sup>17</sup>

**f. Board President Clark Provided Realty Services to Dr. Granger in 2018**

During the January 2018 – July 2018 time period, Board President Clark provided services to Dr. Granger as his realtor in assisting him to purchase personal property. Board President Clark owned a real estate business in Lancaster, called Town Square Realty. As his real estate agent, Board President Clark showed him properties and prepared the contract documents for closing, among other services. We did not identify evidence that Board President Clark disclosed to the Board that she was working as Dr. Granger’s realtor. It is unclear if Board President Clark received a commission for her services as Dr. Granger’s realtor.

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<sup>16</sup> Under Chapter 141 of the Texas Election Code, a candidate appointed to a public elective office must be registered to vote in the territory from which the office is elected on the date the appointment is made.

<sup>17</sup> Mr. Davis, Jr. ran for election in May 2019 to remain on the Board but lost to Carolyn Morris.

**g. Board President Clark Influenced the Reorganization of Officers in September 2018**

In July 2018, Trustee Hamilton emailed Board President Clark to add an agenda item for the next Board meeting to reorganize officers, which was seconded by Trustee Corbin-Jarvis. While the request was acknowledged by Board President Clark and Dr. Granger, the agenda item was not included on the agenda for the August 2018 Board meeting. Neither Dr. Granger nor Board President Clark provided a valid explanation other than it was unintentional and they forgot. It was then decided that the agenda item would be placed on the Board meeting scheduled for September 13, 2018. However, the day before the meeting, Trustee Davis, Jr. emailed Board President Clark asking for the meeting to be postponed until after September 23, 2018 because he was performing in a theater production. On September 12, 2018, Board President Clark informed the Board that she was postponing the meeting until September 24, 2018. The same day, she received emails from Trustees Hamilton and Corbin-Jarvis who indicated they were unable to attend on that day due to scheduling conflicts, including a medical procedure. However, Board President Clark refused to move the meeting, telling Trustee Corbin-Jarvis "it is done and that's that." During the September 24, 2018 Board meeting, only four Board members were able to attend with Trustees Hamilton, Corbin-Jarvis and Jones absent. During the meeting, the Board voted for Board President Clark to remain Board President, and voted for Trustee Mays to replace Trustee Corbin-Jarvis as Vice President. Given that Trustee Davis-Crawford nominated Trustee Corbin-Jarvis for President during the meeting in opposition to Board President Clark, there was a likelihood that Board President Clark would have been replaced as Board President if Trustees Hamilton, Corbin-Jarvis and Jones were included in the vote to reorganize officers.

**h. Board Policies Revised to Increase Superintendent's Authority in November 2018**

In October 2018, Dr. Granger asked [REDACTED] to draft legal language to give him the authority to hire attorneys to represent the District, which previously required authorization from the Board. [REDACTED] provided Dr. Granger recommended revisions to Board Policy BDD (Local) whereby the Board delegated authority to the Superintendent to retain attorneys, which were approved by the Board in November 2018.<sup>18</sup> During the same Board meeting, Dr. Granger asked the Board to revise Board Policy DC (Local) to give him final authority for hiring of all contractual personnel, which was also approved by the Board.<sup>19</sup>

**i. Board Declaration that Trustee Corbin-Jarvis Vacated Board Seat in February 2019**

Trustee Cynthia Corbin-Jarvis ("Trustee Corbin-Jarvis") served on the Board since 2010 and was elected as the Board's Vice President in May 2018, and also served on the Board's Evaluation Committee. In an email to Board President Clark in August 2018, Trustee Corbin-Jarvis was critical of the process in which the

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<sup>18</sup> Trustees Hamilton and Corbin-Jarvis voted against the revisions to Board Policy BDD (Local).

<sup>19</sup> Trustees Hamilton and Corbin-Jarvis voted against the revisions to Board Policy DC (Local).

Superintendent evaluation and contract negotiations were being conducted, which she said was being controlled by the attorney, [REDACTED]. Trustee Corbin-Jarvis informed Weaver that [REDACTED] represented Dr. Granger's interests in the process, while the interests of the Board were not represented. Trustee Corbin-Jarvis subsequently voted against the amended five-year contract for Dr. Granger presented to the Board in October 2018.

In February 2019, Dr. Granger and Board President Clark worked with [REDACTED] to prepare a letter to be sent to Trustee Corbin-Jarvis to inform her that she could no longer serve on the Board because she had established a residence in Cedar Hill. The letter was emailed to Trustee Corbin-Jarvis on February 5, 2019 by Board President Clark, stating that Trustee Corbin-Jarvis had vacated her seat on the Board by ceasing to reside in the District, and requested her resignation. However, Trustee Corbin-Jarvis did not submit her resignation due to her claim that she still resided in Lancaster as of February 2019 and was planning to resign from the Board when she moved to Cedar Hill several months later.<sup>20</sup> On February 28, 2019, the Board voted 3-2 to declare Trustee Corbin-Jarvis' Board seat vacant.

**j. Board Appointment of LaShonjia Harris Enabled Dr. Granger to Maintain Control of the Board**

In March 2019, LaShonjia Harris ("Trustee Harris") was appointed to the Board to fill the vacant seat in District 2, which the Board previously declared vacated by Trustee Corbin-Jarvis with over two years remaining in her term. However, a vacancy notice was never posted on the District's website to notify potential applicants of the vacancy or provide instruction on how to apply, as was done in April 2018 to fill the vacancy for Trustee Johnson. Board President Clark explained in an email to Dr. Granger that it was not necessary to post the vacancy notice because only the voters of District 2 needed to be notified and that the Board resolution to vacate Trustee Corbin-Jarvis' seat served as sufficient notice. Trustee Harris was the only person to apply for the vacancy, and was allegedly a close friend of Trustee Mays. Trustee Harris emailed her resume to Trustee Mays to forward to Dr. Granger's executive assistant. During her tenure on the Board from March 2018 – May 2021, Trustee Harris attended 28 of 51 Board meetings and served as the swing vote to approve certain modifications to Dr. Granger's contract, as well as the Voluntary Severance Agreement.<sup>21</sup>

**k. Dr. Granger Initiated an Unfounded Investigation into Trustee Hamilton in March 2019**

On March 26, 2019, Dr. Granger initiated a formal District inquiry into Trustee Marion Hamilton ("Trustee Hamilton"), who had served on the Board since 2009. Dr. Granger informed Trustee Hamilton that the District received an open records request for copies of Trustee Hamilton's travel records going back to 2009 in

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<sup>20</sup> Trustee Corbin-Jarvis informed Weaver that she purchased a house in Cedar Hill in January 2019 but did not move into the house until April or May of 2019 as the house in Cedar Hill was not yet set up for heating. Trustee Corbin-Jarvis stated that she still resided in Lancaster as of February 2019 and still owns the house in Lancaster.

<sup>21</sup> Trustee Harris only voted in opposition to Trustee Mays one time during her tenure on the Board, which was on December 15, 2020 in relation to a vote to publicize an RFP for forensic audit services.

relation to her Board travel. Dr. Granger further explained to Trustee Hamilton that in the process of retrieving the documents pursuant to the open records request, there were missing records of payments to the District to settle her travel account balance. The letter from Dr. Granger to Trustee Hamilton also explained that as Superintendent, he had authority to promptly investigate reports of potential fraud or financial impropriety.

Based on our review of documents and email communications, there did not appear to be any basis for Dr. Granger's claim of potential fraud or financial impropriety concerning Trustee Hamilton's travel. In a February 20, 2019 email from Dr. Granger's executive assistant, Trustee Hamilton was notified that her travel account was up to date. In addition, Trustee Hamilton was never provided a copy of the open records request, which Dr. Granger claimed to be the basis for the inquiry, despite several requests made by Trustee Hamilton including her own open records request to obtain the information.<sup>22</sup> Weaver has also made efforts to obtain a copy of the purported open records request to the District requesting Trustee Hamilton's travel records but have not received a copy or confirmation that an open records request was ever received. Email communications between Dr. Granger and Board President Clark reflected potential ulterior motives regarding the inquiry into Trustee Hamilton, with Dr. Granger stating, "We will let the investigation go wherever it may."

Weaver has not identified any documented findings related to the investigation of Trustee Hamilton initiated by Dr. Granger and it does not appear that any evidence of wrongdoing on the part of Trustee Hamilton was identified. The investigation appeared to be unfounded and the true intent appeared to be the intimidation and harassment of Trustee Hamilton in an effort to remove her from the Board or to force her to resign.<sup>23</sup>

#### **I. District Magazine Issued Articles to Influence May 2019 Election**

In the months leading up to the May 2019 election, magazine articles were published in the District's *We Believe* magazine that appeared to promote certain candidates, both of whom had voted in alignment with Board President Clark and Trustee Mays during Dr. Granger's tenure. In the Spring edition of the magazine issued in February 2019, the magazine cover featured Trustee Davis, Jr. as well as a full-page article containing self-promotional content titled, "Meet Kevin Davis, Jr.". In the subsequent magazine issued by the District in April 2019, Trustee Davis-Crawford was featured with a full-page photo and another full page with content about Trustee Davis-Crawford in the month before the election. It is our understanding that Dr. Granger made the decision to include the articles in the District's magazine featuring the Board members. Both

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<sup>22</sup> Dr. Granger directed ██████████ to respond to Trustee Hamilton's open records request in April 2019, who sent a legal letter asking Trustee Hamilton to clarify and narrow her open records request.

<sup>23</sup> The previous year during the May 2018 election, Trustee Hamilton ran against a challenger, Brittnee Ford. Weaver was informed by several witnesses during our investigation that Ms. Ford was the goddaughter of Dr. Granger.

articles were funded by the District and appeared to represent political advertisements under Board Policy BBBB (Legal).<sup>24</sup>

**m. Board Voted to Authorize Litigation Against Trustee Morris in June 2019**

In May 2019, Carolyn Morris ("Trustee Morris") was elected to the Board after defeating Trustee Davis, Jr. for the District 6 seat.<sup>25</sup> Trustee Morris had previously filed a lawsuit in April 2019 to challenge the Board's declaration that Trustee Corbin-Jarvis vacated her seat on the Board, as well as the subsequent appointment of Trustee Harris without a special election or vacancy notice. Before Trustee Morris was sworn in, Board President Clark requested a legal opinion from attorney [REDACTED] (" [REDACTED] with the law firm [REDACTED] (" [REDACTED] to determine whether Trustee Morris could continue her work as a qualified special advocate for children with disabilities in the District while also serving on the Board. [REDACTED] submitted a legal memorandum to Board President Clark on May 13, 2019 recommending that Trustee Morris cease her work as a child advocate for District matters or risk violating her fiduciary duty to the District and the ethical standards of the Board, as well as open herself to criminal charges.

On May 29, 2019, Dr. Granger provided [REDACTED] (attorney with [REDACTED] a recording of an ARD hearing involving Trustee Morris working as an advocate for a student in the District.<sup>26</sup> [REDACTED] responded to Dr. Granger that she was looking into the causes of action that the District can bring against Trustee Morris and to "stay tuned!!!" In June 2019, the Board voted 4-3 to authorize litigation against Trustee Morris for breach of fiduciary duties, which was followed by a District-wide press release to announce the Board's decision to approve a lawsuit against Trustee Morris.<sup>27</sup> In October 2019, [REDACTED] filed a lawsuit on behalf of the District against Trustee Morris seeking an injunction, as well as a criminal lawsuit seeking charges of trespassing and a \$100,000 fine.<sup>28</sup> In January 2020, a judge ruled that Trustee Morris was able to serve as a child advocate in other school districts, but issued a permanent injunction restraining Trustee Morris from serving as a child advocate in the District.

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<sup>24</sup> The article featuring Trustee Davis, Jr. appeared to be more promotional in its subject matter while the article featuring Trustee Davis-Crawford highlighted her overcoming her battle with cancer and the support she received from the District.

<sup>25</sup> Trustee Morris had previously served as a Board member in the District from 1995 to 2010.

<sup>26</sup> Weaver has not reviewed the recording of the ARD hearing and does not have information on the timing of the hearing.

<sup>27</sup> The four Board members who voted to approve litigation against Trustee Morris included Board President Clark, Trustee Mays, Trustee Davis-Crawford and Trustee Harris.

<sup>28</sup> The judge denied the criminal trespassing charges filed against Trustee Morris.

**n. Dr. Granger Advocated for Legislation Targeting Trustee Morris**

In March 2019, Dr. Granger and Board President Clark met with State Representative Carl Sherman and Senator Royce West to recommend potential legislation during the 86<sup>th</sup> Texas Legislature to prohibit individuals from serving on a school board who have engaged in certain felony or misdemeanor offenses. Senate Bill 2283 was subsequently drafted and passed into law by the House and Senate in May 2019. In an email communication to ██████████ Dr. Granger expressed frustration that the final version of Senate Bill 2283 that ultimately passed only pertained to Board members elected after September 2019, and therefore did not apply to Trustee Morris. ██████████ responded to Dr. Granger that she could review the Texas Penal Code and explore making a complaint to the local District Attorney should Trustee Morris commit violations.<sup>29</sup>

**o. Dr. Granger Discontinued Livestreaming of Board Meetings in June 2019**

In or around June 2019 at the direction of Dr. Granger, the District discontinued its practice of livestreaming its Board meetings and posting the videos to the District's website. Dr. Granger informed Trustee Jones that he discussed the decision with Board President Clark and the Communications department and the reasoning for the change was to "protect the brand of our wonderful district."<sup>30</sup>

**p. Dr. Granger Offered Trustee Jones a Consulting Contract in January 2020**

In December 2019, Dr. Granger offered a consulting contract to Trustee Ty G. Jones ("Trustee Jones") in an apparent effort to get him to resign from his position on the Board and not seek re-election.<sup>31</sup> The consulting agreement presented to Trustee Jones by Dr. Granger in January 2020 was for a one-year period, with Trustee Jones to receive \$4,158.33 per month for a total contract amount not to exceed \$49,900.<sup>32</sup> Trustee Jones informed Weaver that he was approached by Dr. Granger in regards to providing consulting services to the District related to accountability and research, and that Dr. Granger informed him that Board President Clark had reviewed the proposed agreement along with the District's legal counsel, ██████████ Trustee Jones rejected Dr. Granger's proposed consulting agreement and informed him that he could do more for the District in his current role as a Board member.

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<sup>29</sup> The email communications between Dr. Granger and ██████████ occurred on May 29, 2019, which was several weeks after the Board received the legal opinion from ██████████ concluding that Trustee Morris risked criminal charges if she continued to serve as a child advocate in the District. The violations referenced by ██████████ appear to be in reference to any criminal charges resulting from her work as a child advocate.

<sup>30</sup> Under Board Policy BE (Legal), school districts with enrollment under 10,000 students are not required to provide video and audio recordings of Board meetings.

<sup>31</sup> Trustee Jones was up for re-election in May 2020 and was required to file an application to run during the January 15, 2020 – February 14, 2020 time period.

<sup>32</sup> The proposed contract amount of \$49,900 was under the \$50,000 threshold that allowed Dr. Granger to authorize a contract without Board approval. Previously, the threshold requiring Board approval was \$25,000 but was increased in 2019 under Board Policy CH (Local).



**q. Dr. Granger Appeared to Make Efforts to Influence 2020 Election**

In February 2020, a candidate's application was rejected who sought to challenge Trustee Harris for the District 2 Board seat in May 2020. The application was submitted in person in advance of the application deadline and was notarized by District administrative personnel. On the date of the application deadline, Dr. Granger's executive assistant emailed the candidate to inform them that their application was rejected because it failed to indicate the time period that the candidate had lived in District 2.<sup>33</sup> It appeared that the email was not received by the candidate until the following week, which was after the filing deadline. The District did not allow the candidate to amend the application even though the drawing for ballot positions was not to be performed for several days and ballots had not yet been mailed out. As a result, Trustee Harris ran unopposed in the 2020 election.

The ballot position drawing for Districts 4, 5 and 7 was purported to have occurred on February 24, 2020 and resulted in Board President Clark and Trustee Mays each being selected to appear first on the ballot for their respective districts.<sup>34</sup> Trustee Jones was selected to appear second on the ballot for his district, with the challenger appearing first.<sup>35</sup> Trustee Hamilton requested information from Dr. Granger about the ballot position drawing process that was purportedly completed, including whether notice was posted to allow candidates to observe the ballot drawing as required under Texas Election Code. Dr. Granger never provided information in response to Trustee Hamilton's request.

**r. Superintendent Evaluation Submitted by Trustee Jones Excluded in October 2020**

During the Superintendent evaluation process in October 2020, Board President Clark requested for Board members to complete their evaluations and email them either to her or to Dr. Granger's executive assistant by October 15, 2020. Trustee Jones submitted his evaluation by emailing it to Board President Clark's District email address on October 15, 2020. However, Board President Clark primarily used her personal email account to conduct District business and claimed that she did not receive the completed evaluation from Trustee Jones in advance of the deadline. Despite Trustee Jones showing Board President Clark that the evaluation was submitted to her Board email account before the deadline, Trustee Jones' evaluation was excluded from the composite Superintendent evaluation approved by the Board during the October 29, 2020 Board meeting.

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<sup>33</sup> Weaver confirmed that the candidate had resided in District 2 since 2001 and it appeared to be an oversight that the question was left blank. The candidate also informed Weaver that the application was reviewed by administrative personnel and determined to be complete when it was initially submitted.

<sup>34</sup> Board President Clark was selected to appear first on the ballot out of two candidates and Trustee Mays was selected to appear first on the ballot out of three candidates.

<sup>35</sup> It is our understanding that the candidate who applied to run against Trustee Jones had applied at the request of Dr. Granger and with Dr. Granger's support.

**s. Substantive Revisions Made to Dr. Granger's Contract in October 2020**

During the same October 29, 2020 Board meeting in which the Board approved Dr. Granger's evaluation, the Board approved modifications to Dr. Granger's contract that were substantive in nature, relating to indemnification and termination provisions, ownership of Dr. Granger's personal email and text messages contained on District-issued devices, as well as a provision requiring the District to pay his legal fees should the District take legal action against him. The contract revisions also included a clause to automatically extend the term of the contract by one year each year on the anniversary of the contract. However, the revisions to the contract were approved by the Board without legal counsel present to review the contract modifications with the Board or provide legal guidance. Board President Clark denied a motion from Trustee Hamilton to table the review of the contract until the Board had the opportunity to consult with legal counsel, citing that the contract had been reviewed by [REDACTED] and she determined the revisions to be legal. In open session, Dr. Granger commented that the contract revisions were simply for a one-year extension, despite the fact that the proposed contract modifications were substantive and had legal ramifications for the District.

**t. [REDACTED] Facilitated Board Approval of the Voluntary Severance Agreement**

On November 4, 2020, the morning after Board President Clark's election defeat, Dr. Granger called [REDACTED] and informed her that Trustees Hamilton, Jones and Morris were "out to get him" and that he had told the other four Board members that they could buy out his contract. During the phone call, it was discussed that Dr. Granger would have a personal attorney to help him with negotiations for a buyout agreement and [REDACTED] would represent the District's interests, but only if the District was looking for a graceful exit for Dr. Granger. On November 5, 2020, [REDACTED] emailed Board President Clark to inquire what she thought the District would pay for a severance agreement. On November 6, 2020, an initial draft of the Voluntary Severance Agreement was prepared by [REDACTED] with the assistance of other attorneys from [REDACTED]. [REDACTED] emailed Board President Clark to discuss the review of changes to the draft agreement "to make sure you and the District (majority of the Board) agree with them." In an email to Dr. Granger on November 6, 2020, [REDACTED] stated, "I'm trying to get this done fairly and well for you and the District!!!"

During the closed session Board meeting at 2 PM on November 9, 2020, [REDACTED] presented the Voluntary Severance Agreement to the Board as the legal representative for the District. [REDACTED] told the Board members that they should not be concerned about the financially large impact to the District based on the District's financial information she reviewed with the District's Chief Financial Officer (CFO). [REDACTED] failed to notify the Board that the severance payment of over \$2 million would require the Board to approve a budget amendment at the next regular Board meeting, even though the District's CFO had provided this information to [REDACTED] on November 7, 2020. In a text message to Dr. Granger less than

one hour before the start of the Board meeting to approve the Voluntary Severance Agreement, [REDACTED] stated, "Make sure Ellen [under]stands real key is going back into open session and approving. I can walk through document quickly in closed session." [REDACTED] also informed the Board in closed session that they could not speak negatively of other Board members if any statements were made when the Board returned to open session.

Despite [REDACTED] assertion that she was representing the District, she appeared to represent Dr. Granger's interests with respect to her "negotiation" of the Voluntary Severance Agreement on behalf of the District. In email exchanges with other attorneys at [REDACTED] [REDACTED] made reference to the large dollar amount of the severance payment, while minimizing the financial impact when she presented the severance amount to the Board as a whole. [REDACTED] was in frequent contact with Dr. Granger via text message and his personal email, and routinely asked him to serve as a reference for her proposals to provide legal services at other school districts, which he obliged. We also determined that [REDACTED] and one of her colleagues provided personal legal services to Dr. Granger several months prior to the Voluntary Severance Agreement to help him with a legal issue concerning a new boat he had purchased at Bass Pro Shops that had a leak. Dr. Granger received a replacement boat after a legal demand letter was submitted to Bass Pro Shops.

#### **u. Board President Clark Facilitated Approval of the Voluntary Severance Agreement**

In the days after her election defeat, Board President Clark was in communication with [REDACTED] during the drafting of the Voluntary Severance Agreement, including the review and approval of revisions to the agreement. Board President Clark refused to provide a draft copy of the Voluntary Severance Agreement to other Board members who had requested a copy to review in advance of the meeting. Board President Clark and Dr. Granger set the meeting time to be at 2 PM on a Monday, and provided notice to the Board exactly 72 hours in advance of the meeting without making any effort to determine if Board members were able to attend at that time. Following the Board's approval of the Voluntary Severance Agreement, Board President Clark delayed efforts to swear in new Board members until November 19, 2020, despite requests by multiple Board members to add this item to the agenda for the November 16, 2020 Board meeting. It appeared that the efforts by Board President Clark to delay the agenda item were intentional to prevent the new Board majority from rescinding the Voluntary Severance Agreement before the severance payment was issued to Dr. Granger. According to the Voluntary Severance Agreement, the District was to make the severance payment to Dr. Granger within ten calendar days of the execution of the agreement, which occurred on November 9, 2020.

#### **v. Trustee Davis-Crawford Hired at Greenville ISD in 2020**

Dr. Granger's spouse, [REDACTED]), served as the Superintendent for Greenville ISD from April 2017 – July 2021, located approximately 50 miles northeast of Dallas.<sup>36</sup> Trustee Davis-Crawford was hired at Greenville ISD in June 2020 for an Accounts Payable position in the Finance Department after uploading her resume to the Teacher Job Network. Trustee Davis-Crawford informed Weaver that she was contacted by several school districts after posting her resume but ultimately selected the position at Greenville ISD because she was interested in a finance position due to her background and prior work experience. Based on information provided by Trustee Davis-Crawford, Dr. Granger was not one of her references posted to the Teacher Job Network with her resume. Trustee Davis-Crawford was one of the four Board members who voted to approve the Voluntary Severance Agreement in November 2020, which would have resulted in a severance payment to Dr. Granger in excess of \$2 million.

#### **IV. Board Actions to Correct Governance Failures**

In the aftermath of the Board's approval of the Voluntary Severance Agreement on November 9, 2020, the District has taken actions to correct the governance failures that occurred under Dr. Granger's tenure. Following the departure of Board President Clark from the Board, Trustee Hamilton took over the leadership role as Board President, with Trustee Morris filling the role of Vice President and Trustee Jones as Secretary. In December 2020, the Board rescinded the Voluntary Severance Agreement and terminated Dr. Granger's contract while he was on suspension. The Board also reversed the changes to Board Policy BDD (Local) and DC (Local), which were previously revised in November 2018 to delegate the Board's authority to Dr. Granger to retain legal counsel and hire all contract personnel. The District also discontinued their retention of [REDACTED] and [REDACTED] as their legal counsel, and reinstated [REDACTED] as the District's legal counsel. Following a thorough and comprehensive Superintendent search, in June 2021 the District hired Dr. Katrise Perera ("Dr. Perera") to serve as the District's Superintendent. Dr. Perera had previously served as Superintendent of Gresham-Barlow School District in Oregon, Isle of Wright County Schools in Virginia, as well as an Area Superintendent for Houston Independent School District.

#### **V. Recommendations**

Based on the summary of findings included in this Executive Summary and the information contained throughout the remainder of this Report and supporting exhibits, we recommend that the District refer this matter to law enforcement and the appropriate regulatory agencies to review for possible criminal, civil and ethical violations. We also recommend that the District work with TASB to request a compensation study focused on stipends, as discussed in Section I of this Report.

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<sup>36</sup> In July 2021, [REDACTED] accepted a position as Superintendent of Fayette County Public Schools in Lexington, Kentucky.