



**Little Elm ISD**

**Special Meeting**

**Monday, April 6, 2020 6:00 PM**

# Agenda of Special Meeting

## The Board of Trustees Little Elm ISD

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A Special Meeting of the Board of Trustees of Little Elm ISD will be held April 6, 2020, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

**Due to the health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Section 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.**

**THIS SPECIAL BOARD MEETING WILL BE VIRTUAL VIA ZOOM- IT WILL BE LIVE STREAMED ON YOUTUBE AT LITTLE ELM ISD TV**

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. The Board will recess into Closed Meeting as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent will discuss:
  - A. Personnel
  - B. Land
2. Call to Order Open Session.
3. Pledge of Allegiance
4. Introduction and Roll Call
5. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose  
Members of the public who desire to address the board during the Citizen Input portion of the board meeting must follow registration procedures by clicking on the link below:  
<https://tinyurl.com/RXF74HO>
6. Action Items
  - A. Consideration: Change in Title and Pay Grade for Administrative Positions 5  
Presenter: Daniel Gallagher
  - B. Consider Resolution Regarding Delegation of Authority During the COVID-19 6  
to Make Payments to Contractors for Public Purpose  
Presenter: Grant Anderson

C. Consider Closure amendment No. 1 to Goldstar Transit, Inc. Contract for the 2019-2020 School Year

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Presenter: Grant Anderson

7. Board President Comments  
Presenter: David Montemayor
8. Board Comments
9. Superintendent Comments
10. Adjournment

If, during the course of the meeting, the Board of Trustees should determine that a closed meeting should be conducted, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The meeting will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

551.071	Private consultation with the Board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions, for or implementation of security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Considering personally identifiable information about public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
551.084	Excluding witnesses from a hearing.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections or the Act authorizing the closed meeting.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting, or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

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Superintendent

Original copy of this agenda was posted on the bulletin board at the Little Elm ISD Administration Building 72 hours prior to the scheduled meeting.

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Sonia S. Flores

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# Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

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<b>Board Mtg. Date</b> 04-06-2020	<b>Reports of the Superintendent</b> <input type="checkbox"/>	<b>Action Item</b> <input checked="" type="checkbox"/>	<b>Consent Agenda</b> <input type="checkbox"/>	<b>Reports, Routine Monthly</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>
<b>Subject:</b>	<b>CONSIDERTION: CHANGE IN TITLE AND PAY GRADE FOR ADMINISTRATIVE POSITIONS</b>				
<b>Presenter or Contact Person:</b>	Daniel Gallagher, Superintendent				
<b>Policy/Code:</b>	DC (LOCAL)				
<b>Summary:</b>	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel at the level of campus principal and above, including central administration. The Board retains final authority for employment of contractual personnel at the level of campus principal and above.				
<b>Financial Implications:</b>					
<b>Attachments:</b>	Under Separate Cover				
<b>Recommendation:</b>	<b>The Administration recommends approval of the change in title and pay grade as discussed in closed session.</b>				
<b>Motion:</b>	<b>"I move that the Board approve the change in title and pay grades as discussed in closed session."</b>				

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# Board Agenda Item

Little Elm Independent School District  
300 Lobo Lane  
Little Elm, Texas 75068

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	<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
<b>Board Mtg. Date</b> 04-06-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>RESOLUTION REGARDING DELEGATION OF AUTHORITY DURING THE COVID-19 TO MAKE PAYMENTS TO CONTRACTORS FOR PUBLIC PURPOSE</b>				
<b>Presenter or Contact Person:</b>	Grant Anderson, Associate Superintendent & Chief Financial Officer				
<b>Policy/Code:</b>					
<b>Strategic Plan Goal:</b>	Ensuring Fiscal Health and Sustainability				
<b>Summary:</b>	Resolution regarding delegation of authority to make all decisions regarding payments to District contractors and vendors (including but not limited to the Town of Little Elm, the City of The Colony, the City of Oak Point, Student Transportation of America, Inc. dba Goldstar Transit, Inc.) for the purpose of compensating the contractor's and vendor's employees (such as school resource officers, bus drivers, bus monitors or other employees who provide services to the District through a contractor or vendor) and to make determinations regarding the purpose and parameters of any such payments. The authority to negotiate and enter in temporary contract amendments with District contractors and vendors, as necessary to document such determination and agreements.				
<b>Financial Implications:</b>	N/A				

**Attachments:**

Resolution Regarding Delegation of Authority

**Recommendation:**

**The Administration recommends the approval of the Resolution regarding the delegation of authority to pay contractors during the CVOVID-19 for public purpose.**

**Motion:**

**I move that the Board approve the Resolution regarding the delegation of authority to pay contractors during the CVOVID-19 for public purpose.**

**RESOLUTION OF THE  
LITTLE ELM INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**STATE OF TEXAS** §  
§  
**COUNTY OF DENTON** §

**WHEREAS**, the Board of Trustees (“Board”) of the Little Elm Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District;

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

**WHEREAS**, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

**WHEREAS**, the Board supports future decisions the Superintendent may make under the authority of this Resolution regarding payments or partial payments to District contractors and vendors (including but not limited to the Town of Little Elm, the City of The Colony, the City of Oak Point, Student Transportation of America, Inc. dba Goldstar Transit, Inc.) for the purpose of compensating the contractor’s or vendor’s employees (such as school resource officers, bus drivers, bus monitors or other employees who provide services to the District through a contractor or vendor), who may suffer a loss in pay due to the emergency closing, as continuation of payments as feasible will serve the public purposes of obtaining certain services as needed by the District, maintaining morale, reducing turnover, and ensuring continuity of services for the District when schools reopen;

**WHEREAS**, the Board determines: (a) the expenditures or actions approved herein accomplish a public purpose of the District; (b) there is sufficient control over any expenditures or actions authorized herein to ensure a public purpose of the District is accomplished; and (c) the District will receive a return benefit in exchange for any expenditures or actions authorized herein; and

**WHEREAS**, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations related to the District’s response to COVID-19, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.



**IT IS THEREFORE RESOLVED THAT** the Board of Trustees finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that Little Elm ISD and the Little Elm community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of these public purposes, the Board of Trustees makes the following delegations to the Superintendent (and his designee(s)) during the school closures and the continuation of governmental actions related to COVID-19 response and affecting District contractors and vendors:

1. The authority to make all decisions regarding payments to District contractors and vendors (including but not limited to the Town of Little Elm, the City of The Colony, the City of Oak Point, Student Transportation of America, Inc. dba Goldstar Transit, Inc.) for the purpose of compensating the contractor's and vendor's employees (such as school resource officers, bus drivers, bus monitors or other employees who provide services to the District through a contractor or vendor), and to make determinations regarding the purpose and parameters of any such payments.
2. The authority to negotiate and enter into temporary contract amendments with District contractors and vendors, as necessary to document such determinations and agreements.

**THE ABOVE RESOLUTION IS PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BY THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES.**

**APPROVED:**

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David Montemayor  
President, Board of Trustees

**ATTEST:**

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Alex Flores  
Secretary, Board of Trustees

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# Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

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**Board Mtg. Date**  
04-06-2020

<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Subject:**

**CLOSURE AMENDMENT NO. 1 TO GOLDSTAR TRANSIT, INC. CONTRACT FOR THE 2019-2020 SCHOOL YEAR**

**Presenter or Contact Person:**

Grant Anderson, Associate Superintendent & Chief Financial Officer

**Policy/Code:**

CNA (LEGAL)

**Strategic Plan Goal:**

Ensuring Fiscal Health & Sustainability

**Summary:**

Due to the COVID-19 emergency, the District closed all District schools and canceled all school related activities effective March 16, 2020. During the Closure, District may require certain services from Contractor as described in Closure Addendum. During the Closure, Contractor will suspend its normal operations and will provide the Services in accordance with terms and conditions of this Addendum in order to preserve its ability to resume normal operations under the Original Agreement after the period of Closure.

Contractor shall not lay off or fire any drivers or staff (previously assigned to the District prior to the Closure) due to the Closure and shall rehire any such drivers or staff previously laid off, if the District is able to pay seventy-five percent (75%) of the base pay as described below. As and when requested by the District, Contractor shall promptly provide District with proof of employee retention/rehiring and that any base pay paid by District to Contractor is being paid by Contractor to said drivers and staff. Payments for undisputed invoices shall be made on a monthly basis. The maximum forecasted cost to the District for bus driver base pay (if the Closure is for the remainder of the school year) is as follows:

**Financial  
Implications:**

The Administration is recommending that the District pay maximum seventy-five percent (75%) of the base pay as described below.

- March 2020 : \$15,132.65 (75% of \$20,176.86)
- April 2020 : \$50,442.15 (75% of \$67,256.20)
- May 2020 : \$35,309.51 (75% of \$47,079.34)

The contractual amount/fixed cost per month is as follows:

- March 2020 : \$35,166.00
- April 2020 : \$117,220.00
- May 2020 : \$82,054.00

**Attachments:**

1<sup>st</sup> Closure Amendment to Goldstar Transit, Inc. Contract Updated 2019-2020 Transportation Cost

**Recommendation:**

**The Administration recommends the approval of Closure Amendment No. 1 to the Goldstar Transit, Inc. contract with Little Elm ISD for the 2019-2020 school year.**

**Motion:**

**I move the Board approve Closure Amendment No. 1 to the Goldstar Transit, Inc. contract with Little Elm ISD for the 2019-2020 school year.**

**Closure Addendum No. 1 to  
AGREEMENT**

This Closure Addendum No. 1 hereinafter referred to as the “Addendum”, is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020, (the “Effective Date”) by and between the Little Elm Independent School District with its administrative office located at 300 Lobo Lane, Little Elm, TX 75068 (the “District”), and Student Transportation of America, Inc. dba Goldstar Transit, Inc., with its principal office located at \_\_\_\_\_, (the “Contractor”).

**BACKGROUND**

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. On March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19. Due to COVID-19, the District closed all District schools and cancelled all school related activities effective \_\_\_\_\_ [DATE]\_\_\_\_\_ (the “Closure”). Contractor is District’s transportation provider under that certain Agreement dated May 21, 2018, amended on July 20, 2019 (Amendment No. 1), and amended on November 18, 2019 (Amendment No. 2) (collectively the “Original Agreement). During the Closure, District may require certain services from Contractor as described herein. The parties have agreed that during the Closure, Contractor will suspend its normal operations and will provide the Services in accordance with the terms and conditions of this Addendum in order to preserve its ability to resume all normal operations under the Original Agreement after the period of Closure. The parties hereby agree as follows:

1. SCOPE OF SERVICES: Contractor shall continue to maintain all buses, equipment, and other vehicles, as described in the Original Agreement. Contractor shall provide services during school closures as requested by the District at no additional costs and in compliance with all applicable rules and regulations set forth by federal law, Texas law and the Texas Education Agency (“Services”). All terms of the Original Agreement shall apply to said Services except as expressly modified herein. These Services should be used to carry out any tasks the District sees necessary to support the students, staff or citizens of Little Elm ISD. Contractor shall not lay off or fire any drivers or staff (previously assigned to the District prior to the Closure) due to the Closure and shall rehire any such drivers or staff previously laid off, if the District is able to pay seventy-five percent (75%) of the base pay as described below. As and when requested by the District, Contractor shall promptly provide District with proof of employee retention/rehiring and that any base pay paid by District to Contractor is being paid by Contractor to said drivers and staff. Payments for undisputed invoices shall be made on a monthly basis. The maximum forecasted cost to the District for bus driver base pay (if the Closure is for the remainder of the school year) is as follows:

March 2020: \$15,132.65 (75% of \$20,176.86)

April 2020: \$50,442.15 (75% of \$67,256.20)

May 2020: \$35,309.51 (75% of \$47,079.34)

The contractual amount/fixed cost per month is as follows:

March 2020: \$35,166.00

April 2020: \$117,220.00

May 2020: \$82,054.00

2. TERM AND TERMINATION: The term of this Addendum shall begin on the Effective Date and shall continue until the District is able to lift the Closure and resume normal District operations, unless this Addendum is otherwise terminated by the District upon ten (10) days prior written notice to the Contractor. Upon early termination, District will be pay for undisputed amounts properly payable to Contractor for Services provided prior to the effective date of termination.

3. NOTICES: Notices provided under this Addendum may be provided under the terms of the Original Agreement or sent via e-mail with proof of delivery receipt sent to Contractor, Attn: Richard Templeton at [rtempleton@ridegst.com](mailto:rtempleton@ridegst.com) or to District, Attn: Grant Anderson, Associate Superintendent and Chief Financial Officer, [ganderson@littleelmisd.net](mailto:ganderson@littleelmisd.net).

4. MISCELLANEOUS. This Addendum may not be assigned without the prior written consent of the other party. This Addendum may only be amended by an agreement signed in writing by authorized representatives of both parties. Except as otherwise expressly modified herein during the period of Closure, all terms and conditions of the Original Agreement remain in full force and effect. Upon execution, this Addendum will be a valid and binding obligation of each party and enforceable in accordance with its terms. Contractor shall continue maintain insurance in such amounts and of such types as are described in the Original Agreement. Each person executing this Addendum represents that he or she has full and legal authority to execute this Addendum for and on behalf of the respective party for which he or she is executing this Addendum and to bind that party.

**Student Transportation of America, Inc.  
dba Goldstar Transit, Inc.**

**Little Elm Independent School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_