



# Brownsville Independent School District

## General Function

Agenda Category: Contracts/MOU/Agreement

Board of Education Meeting: 03/07/23

Item Title: TASB agreement for Services on a Staffing Review.

Action  
 Information  
 Discussion

### BACKGROUND:

TASB will provide an independent review of district staffing and recommend options to improve alignment for the 2023-2024 school year. The scope of the review will include all campus and department employee ratios. (Please see attachment for more details.)

### FISCAL IMPLICATIONS:

Amount not to exceed \$34,500.00

### RECOMMENDATION:

Recommend approval to enter into an agreement with the Texas Association of School Boards to conduct a review of district staffing and employee ratios, for the 2023-2024 school year, amount not to exceed \$34,500.00.

Approved for Submission to Board of Education:

Maricela Franco *Maricela Franco*  
Submitted by: Principal/Program Adm.

Carmelita Rodriguez *Carmelita Rodriguez*  
Recommended by: AA Supt/Asst. Supt/CFO

Miguel Salinas *Miguel Salinas*  
Reviewed by: Staff Attorney

Dr. Anysia Treviño *Anysia Treviño*  
Approved by: Deputy Superintendent

René Gutiérrez  
Dr. René Gutiérrez, Superintendent

## Isela Vieyra

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Sunday, February 26, 2023 2:13 PM  
**To:** Isela Vieyra  
**Cc:** Kevin O'Hanlon; Miguel Salinas; Lea Ohrstrom; Minerva Almanza; Patricia Perez  
**Subject:** Re: TASB agreement for Services on a staffing review

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Rios,

The above referenced agreement is approved as to form.

Sincerely,

Priscilla

**ODC**  
O'HANLON, DEMERATH & CASTILLO  
Attorneys and Counselors at Law

*Priscilla A. Lozano*

Partner  
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Austin, Texas 78701  
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**From:** Isela Vieyra <jivieyra@bisd.us>  
**Sent:** Thursday, February 23, 2023 12:28 PM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Kevin O'Hanlon <kohanlon@808West.com>; Miguel Salinas <miguelsalinas@bisd.us>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>  
**Subject:** TASB agreement for Services on a staffing review

Good afternoon Ms. Lozano,

Attached you will find an agreement for your review and approval.

Thank you,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

# **TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.**

## **HR Services • Service Agreement for Staffing Review**

**Brownsville ISD (“Client”)**

**Proposal: February 21, 2023 • Expiration: March 21, 2023**

### **1. Description of Services**

TASB will conduct a review of Client staffing practices by campus and department to identify options for cost reduction or improving instructional effectiveness. The scope of review will include staffing practices in the areas of instructional and administrative support staffing; elementary, middle school, and high school teachers; special education staffing; food service; maintenance, custodial staffing, and transportation.

Benchmarking metrics will be prepared for an appropriate comparison group of peer districts. Interviews will be conducted with identified campus and central office administrators. Master schedules and class loads will be evaluated for each academic campus. The Client will receive a preliminary draft of findings and recommendations with detailed data analysis and a final report.

### **2. Cost**

**\$34,500** consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

### **3. Schedule**

**October 2023** will be targeted for delivery of a draft report, after beginning in August 2023. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date and must receive the data requested from the Client within the timeframe specified in the data request.



**HR Services**

#### 4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

#### 5. Term of Agreement


This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

#### 6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

**Texas Association of School Boards, Inc.**

**Client**

  
\_\_\_\_\_  
Amy Campbell  
Director, HR Services

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Signature of Authorized Official

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Date Approved



**HR Services**