



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 06/26/2025

Item Title: Memorandum of Agreement Between X Action  
Brownsville Independent School District Information  
And MoakCasey, LLC for Comprehensive Discussion  
High School Scheduling Analysis and Training

## **BACKGROUND:**

Brownsville Independent School District aims to continue strengthening instructional planning and equitable staffing practices across its high school campuses. In partnership with MoakCasey, LLC, the District will conduct a comprehensive review of master schedules to identify opportunities that enhance alignment, support instructional goals, and promote consistency in scheduling practices. This collaboration also includes on-site presentation of findings and in-district training for secondary campus staff to build internal capacity and support effective scheduling processes. Services will be procured through the Education Service Center Region One Purchasing Cooperative.

## **FISCAL IMPLICATIONS:**

The total cost is not to exceed \$49,000.00 from the 199 budget.

## **RECOMMENDATION:**

It is recommended that the Board of Education approve the consulting agreement with MoakCasey, LLC, for comprehensive high school schedule analysis and related services for the 2025–2026 school year, effective July 1, 2025, through June 30, 2026, not to exceed \$49,000.00.

Dr. Norma Ibarra-Cantu

Submitted by: Executive Director

Approved for Submission to Board of Education:

Beatriz A. Hernandez

Recommended by: Chief Academic Officer

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Academic Officer

Dr. Jesus H. Chavez, Superintendent

## Roxanne Eckstein

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, June 19, 2025 11:43 AM  
**To:** Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** Re: MoakCasey

**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.

Other than requesting a venue change from Travis to Cameron, approved as to form.

Thanks,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, June 19, 2025 11:27 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** MoakCasey

Ms. Lozano,

Please see the attached for your review and approval for the June 26, 2025 board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNSVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**  
*Paralegal*  
*Staff Attorney Office*

1900 E. Price Rd. Suite 302 • Brownsville, Texas 78521  
Office: (956) 698-6379 • Fax: (956) 714-6400  
E-mail: [reckstein@bisd.us](mailto:reckstein@bisd.us)

Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400  
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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**PROPOSED CONSULTING  
AGREEMENT RELATED TO  
CONSULTING SERVICES**

By and Between

**BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

and

**MOAKCASEY, LLC.**

**June 2025**

**MOAKCASEY, LLC.**, hereinafter called "Consultant," agrees to provide the services ("Services") indicated in this consulting agreement ("Agreement") in return for fees as enumerated below to **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT** ("District"). The Services, to be procured through Education Service Center Region One Purchasing Cooperative, include the following components, as indicated.

**PART I. SERVICES**

Consultant shall:

- 1.1. Produce an in-depth report that provides key insights on a school district's current comprehensive high school staffing practices and provides recommendations on how to refine them. Using a district's comprehensive high school master schedules, MoakCasey analyzes staffing patterns to assist district leadership and campus principals in their understanding as to whether campuses are staffed similarly and pinpoint any potential inefficiencies or imbalances in teachers' work assignments.
- 1.2. Provide in-district presentation of findings.
- 1.3. Provide in-district scheduling training for secondary campus personnel selected by the district to receive this training.
- 1.4. Other services related to the above matter as agreed to in writing by the parties.

## **PART II. GENERAL PROVISIONS**

In performing these Services, Consultant and the District agree to the following additional terms and conditions.

- 2.1. Consultant shall be available for direct consultation with the District but shall maintain primary contact with a person designated by the District.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District.
- 2.6. Consultant is not an employee of District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal Income Taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with individual school districts or other education groups regarding financial planning and related services.
- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part 1.
- 2.10. At the making of this contract, MoakCasey, LLC warrants that no actual conflicts exist between the interest of BISD and any other existing clients. To the extent that any conflict arises between the BISD and any other client or potential clients, both parties agree that MoakCasey, LLC shall notify and consult with the District regarding any actual conflict that would, in the judgement of MoakCasey, LLC, affect its ability to discharge its obligations as consultant to BISD. Upon such consultation and determination of the existence of an actual conflict regarding any other client, MoakCasey, LLC agrees to afford priority to the interests of BISD and reject representation of any other party that would lead to a conflict unless the District waves the conflict in writing. OR If Consultant undertakes any activity specified in sections 2.7-2.9 that represents a potential conflict of interest, Consultant shall notify and work with the District to resolve the matter.



- 2.11. This Agreement shall be in force **from July 1, 2025**, until **June 30, 2026**, unless sooner terminated.
- 2.12. Either party may terminate this agreement at any time with or without cause by providing thirty (30) days written notice. The thirty (30) days notice will begin on the day the notice is faxed or mailed to Consultant. Upon receiving said notice, Consultant will immediately cease all work on behalf of District. In the event of termination, Fees shall be payable through the date of termination.
- 2.13. This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall lie in Cameron County, Texas.
- 2.14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Consultant.
- 2.15. In the event that the District is required to furnish information or records compiled by Consultant on the performance of the Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to the District and the District shall have the right to release such information and records.
- 2.16. The District does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of the District.
- 2.17. Consultant affirms that it does not and will not boycott Israel during the term of the contract (Required by Texas Gov't Code §2270).

### **PART III. FEES**

- 3.1. The basic fee for services provided under 1.1, 1.2, and 1.3 shall be \$45,000 (forty-five thousand dollars). To include pass through for reasonable travel and expenses, total contract amount shall not exceed \$49,000 (forty-nine thousand dollars).
- 3.2. The basic fee for services provided under 1.4 shall be \$375 per hour plus expenses.
- 3.3. Actual expenses shall include, but not be limited to:
  - 3.3.1. all travel costs; lodging shall not exceed General Services Administration (GSA) approved rate Executive Lodging for Austin, Texas;
  - 3.3.2. mileage (reimbursed at the rate of 70¢/mile, or at such other rate as may be set by the Internal Revenue Service from time to time);
  - 3.3.3. copying, printing, shipping, postage and other project

related costs;

3.3.4. meals and incidental expenses are reimbursed at the General Services Administration (GSA) approved rate for Austin, Texas, \$80.00 per day; and

3.3.5. such other expenses as may be approved by the District.

3.4. Payment shall be due upon receipt of an invoice for same.

3.5. Invoice shall include a photocopy of every billed expense in excess of \$25.00 except for per diem meals.

#### **PART IV. NOTICES AND MAILINGS**

4.1 Official communications shall be considered delivered to the District if mailed or emailed to the following, or to such other address as may be designated, in writing, from time to time:

Mary D. Garza, Director for Finance/Budget/Payroll  
Brownsville Independent School District  
1900 E. Prince Road, Room 303  
Brownsville, TX 78521  
mdgarza@bisd.us  
956-548-8311

4.2 Invoices shall be considered delivered to the Client if mailed or emailed to the following, or to such other address as may be designated, in writing, from time to time:

Billing Contact:  
Brownsville Independent School District  
1900 E. Prince Road  
Brownsville, TX 78521  
Email:  
Phone:

4.3 Payments and other official communications shall be considered delivered to Consultant if mailed to the following, or to such other address as may be designated, in writing, from time to time:

MOAKCASEY, LLC.  
1001 Congress Ave.  
Suite 250  
Austin, Texas 78701

- 4.4 Any further official requests, clarifications, or inquiries for specific information can be directed to the following individual:

Lloyd Graham  
MoakCasey, LLC.  
1001 Congress Avenue, Ste. 250  
Austin, TX 78701  
[lgraham@moakcasey.com](mailto:lgraham@moakcasey.com)  
281-831-6797

DISTRICT:

BROWNSVILLE INDEPENDENT SCHOOL  
DISTRICT

CONSULTANT:

MOAKCASEY, LLC.

\_\_\_\_\_  
Name: Dr. Jesus H. Chavez,  
Title: Superintendent

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

\_\_\_\_\_  
Leo Lopez  
Chief Financial Officer

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