

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 5/29/2024

Contract/Agreement Vendor: The Bruman Group / Tiffany Kessler, Esq.
Name of Vendor & Contact Person

tkessler@bruman.com
Vendor Email Address

Contract with Ms. Kessler for desk audit and as needed email/phone call/Zooms w/ questions on our district's ESSER and other grant funds.
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Audit review/questions/Federal Programs
Reason/Audience to benefit

6/24/2024 \$5,000.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Jean Brassfield

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Jean Brassfield

Does this Contract/Agreement utilize technology? YES/NO NO
 If yes, Technology Admin: N/A

Cabinet Team Member: Harsh Dyer

Funding Source: Federal Funds ESSER 795 / Title II 541
Fund/Project OCAS Coding

Consent

Action

Ms. Kessler w/ The Bruman Group, PLLC (Firm) has developed the following proposal for the 24-25 fiscal year to provided technical assistance to Broken Arrow Public Schools regarding its compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Areas, located a 2 C.F.R Part 200 (referred to as the Uniform Grant Guidance), the Education Department General Administrative Regulations (EDGAR) and the use of funds under Elementary and Secondary School Emergency Relief (ESSER) fund. Cost not to exceed \$

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



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**TO: Jean Brassfield, Executive Director of Federal Programs
Broken Arrow Public Schools**
**FROM: Tiffany Kessler, Esq., Partner
The Bruman Group, PLLC**
DATE: May 30, 2024
RE: Technical Assistance Proposal/Retainer

As requested, The Bruman Group, PLLC (Firm) has developed the following proposal to provide technical assistance to Broken Arrow Public Schools (BAPS) regarding its compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200 (referred to as the Uniform Grants Guidance), the Education Department General Administrative Regulations (EDGAR), and other federal education programs as agreed upon by the parties.

Firm Background

The Bruman Group, PLLC is nationally recognized for its federal grants management and education practice. Our firm provides legal advice and consultative services regarding federal grants compliance on the Office of Management and Budget (OMB) Uniform Grants Guidance (UGG), as well as the Education Department General Administrative Regulations (EDGAR), and the General Education Provisions Act (GEPA). In addition, the Firm advises clients on compliance with education programs including the Elementary and Secondary Education Act (ESEA) (reauthorized as the Every Student Succeeds Act (ESSA)), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Act (CTE), the Workforce Investment Opportunity Act (WIOA), and the Higher Education Act. The Firm also assists clients in drafting, proposing, and reviewing legislation affecting federal grants and education programs.

Initially established in 1980 as the law firm of Brustein & Manasevit, the firm's founding partners had extensive experience in federal education and workforce law and started the Firm to address the emerging need for States and school districts to have representation in matters dealing with federal grants. Since then, the Firm represents States, territories, school districts, post-secondary institutions, charter schools, and private businesses on matters related to federal programs and grants compliance. In 2023, the Firm changed its name to The Bruman Group, PLLC paying homage to both founding partners.

Since its inception, the Firm has carefully managed its growth to maintain the familiarity and efficiency of a small law office. The Bruman Group, PLLC is a small, majority women owned business (*SBA application pending*) that has purposefully maintained its small size, low overhead costs, and specialized focus on federal grant and education law, yielding an efficient practice at a lower cost to clients. With over 40 years specializing in federal education grants law, the Firm

has extensive knowledge and a level of experience unmatched by any other law or consulting firm.

Pricing

Our attorney billing rate is three hundred and twenty-five dollars (\$325) per hour. We also have a legislative analyst billed at one hundred and seventy-five dollars (\$175) per hour and bill administrative assistants at sixty dollars (\$60) per hour. The Firm will also bill for out-of-pocket expenses such as travel, filing fees, courier services, etc. as needed, in addition to our professional fees. The parties agree that the current scope of work will not exceed \$5,000.

The Firm will invoice you monthly at the above address, unless otherwise instructed, for services rendered on its behalf. Our monthly statements will reflect all the activity we have performed for the prior month. Monthly invoices will be due upon receipt. All payments should reference the applicable invoice.

We will strive to complete all work as efficiently as possible and at a fair and reasonable cost. You shall always have the right to terminate our services upon written notice to that effect. In that event, you will be responsible for all services and expenses rendered up to the date of the written notice.

Record Retention

The Firm’s policy is to retain all legal records for a period of five years from the date that each case, legal action, and/or representation has ended. At the end of the representation the client may notify the Firm in writing within one year that it wants to have the Firm’s copy of its records returned. When timely notice is received by the Firm, the Firm will return the records to the client at an agreed upon location. It is agreed by all parties that if no notice is received indicating otherwise, the client agrees to allow the Firm to destroy the records at the end of the five-year retention period.

Effective Date

The Effective Date of this Agreement is July 1, 2024 through June 30, 2025

If the terms and conditions of this engagement are acceptable to you, please sign, date and return a copy of this letter. Please let me know if you have any additional questions or concerns. We look forward to working with you.

Tiffany W Kessler 5/30/24

Tiffany Kessler, Esquire Date
The Bruman Group, PLLC

Broken Arrow Public Schools Date
Board of Education Representative