



BAM EDUCATIONAL ACUMEN, LLC

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Billing & Business Practices

Hourly Rate

The hourly rate for our services is \$250. This rate includes the cost of all copies, materials, and supplies needed for the execution of the services provided.

Please note that the rental of facilities and the cost of food and refreshments are not covered under this hourly rate and will be the sole responsibility of the organization.

Payment Terms for Consultancy Services

1. Total Estimated Cost will be listed in the proposal.

2. Payment After the Completion of Each Milestone:

- Payment to be made no later than 30 workdays after each milestone cycle closes.

Please ensure that all payments reference the invoice number and the milestone name for proper allocation.

- FALCON INTERNATIONAL BANK
- Account Name: BAM Educational Acumen, LLC
- Account Number: XXXXXXXXX
- Routing Number: XXXXXXXXXX
- SWIFT Code: FAI0US41XXX

Rental, Presentation Equipment, and Refreshment Responsibility Statement

The organization will assume full responsibility for all costs associated with the rental of facilities, presentation equipment as well as the provision of food and refreshments. This includes, but is not limited to:

- booking fees, space usage charges
- catering services
- security services (if required)
- any additional expenses incurred for the provision of refreshments during the event
- sound system/microphones
- LCD projector/promethean, or other presentation equipment

Travel and Accommodations

We anticipate that some travel may be necessary to effectively carry out the consultancy services. We propose the following arrangements for travel and accommodation expenses:

- **Travel Mileage:** Travel arrangements beyond 50 miles, out-of-town mileage incurred as part of the consultancy services will be reimbursed by The organization at the [standard rate of \\$0.70 per mile](#). Towns in the vicinity of Eagle Pass will **not** incur mileage, accommodations, and/or meals (i.e. El Indio, Quemado, Normandy, Crystal City, Carrizo, La Pryor, Uvalde, other, etc.).
- **Accommodations:** Reasonable accommodation expenses incurred during the consultancy services will be reimbursed by The organization. Prior approval will be sought for all accommodation arrangements to ensure compliance with budgetary guidelines. The [U.S. General Services Administration](#) website will be used to submit all mileage, accommodations, and/or meal reimbursements.

Reimbursement Process

To ensure transparency and accountability, we will provide detailed invoices for all travel and accommodation expenses, accompanied by receipts and other relevant documentation. Invoices will be submitted on a monthly basis, and reimbursement is requested within 30 business days of invoice submission.

Termination

Either party may terminate this contract at any time and without cause by providing written notice thirty (30) days in advance. Payment for services rendered up to the notice date will be billed and due.

Equal Access to Information and Resources

We are committed to ensuring that all members have equal access to information and resources. For large groups (larger than 10 participants) that require specialized services, the following provisions will be implemented and The organization will assume full responsibility for all costs associated with the following and not limited to:

1. Translation Equipment:

- The cost/rental of any translation equipment, including headsets and transmitters, to accommodate multilingual needs. This equipment will be available for simultaneous translation during meetings, conferences, and other events.

2. Visual Aids:

- High-quality visual aids, such as projectors, large screens, and printed materials, will be supplied to enhance comprehension and engagement. These visual aids will be designed to cater to various learning preferences and include text, images, and videos where appropriate. The organization will notify the consultant at the date of planning in order to prepare accordingly.

3. Translation Services:

- Professional translators will be hired to ensure accurate and effective communication. These services will include real-time translation during events, as well as the translation

of written materials before and after the event. The organization will notify the consultant at the date of planning in order to prepare accordingly.

4. Assistive Technology:

- Additional assistive technologies, such as captioning services, sign language interpreters, and speech-to-text software, will be provided as needed to support individuals with hearing impairments or other communication barriers.

5. Accommodations for Individuals with Disabilities/Neurodiverse Individuals:

- The organization will offer specialized accommodations tailored to the needs of neurodiverse individuals. This may include sensory-friendly environments, quiet spaces, and flexible scheduling to ensure comfort and accessibility.

The organization will assume full responsibility for the provision and management of these services, ensuring that all participants can fully engage and benefit from the events.

Bilingual Services Provision for Small Group Setting: (1-10 participants)

As part of our commitment to inclusivity and accessibility, our consultancy services for small groups will include bilingual support at no additional cost to the organization. We are experienced professionals and fully proficient in both English and Spanish, ensuring effective communication and understanding for all participants. We will provide simultaneous translation and interpretation services during meetings, workshops, and written communications to accommodate the diverse linguistic needs of our partners. This service aims to enhance the engagement and participation of all members, fostering a more inclusive environment that respects and values linguistic diversity.

Funding Constraints

The following process is an outline that will be used to guide the conversation to make revisions to the proposal:

1. Initial Proposal Submission

- **Detailed Proposal:** Comprehensive proposal outlining the full scope of services, costs, timelines, and deliverables is submitted.
- **Budget Overview:** Detailed budget breakdown is given to the potential partner with a clear understanding of how funds are allocated across different service components.

2. Partner Feedback

- **Review and Response:** The potential partner reviews the proposal and provides feedback, highlighting any budgetary concerns or funding limitations.
- **Prioritization:** The potential partner may indicate which services or components are most critical and which are less essential.

3. Adjusting the Scope

- **Identify Core Services:** A focus on the most critical services aligned with primary goals and objectives will be considered.
- **Phased Implementation:** A phased approach can be taken where essential services are delivered first, with the possibility of adding more services later as additional funds become available.
- **Service Bundling:** Services may be bundled to create a more cost-effective package.

4. Cost Adjustment Approach

- **Scaling Down:** A scale down approach or intensity of certain services can be considered to lower costs.
- **Alternative Solutions:** Alternative solutions can be offered that can achieve similar outcomes at a lower cost.

5. Revised Proposal Submission

- **Updated Proposal:** A revised proposal that reflects the negotiated changes will be submitted with updated costs, timelines, and deliverables.
- **Budget Justification:** A justification for the changes and how they still meet the needs within the new budget constraints will be embedded.

6. Final Agreement

- **Agreement Review:** Both parties review the revised proposal to ensure all adjustments meet the client's needs and are financially feasible.
- **Contract Amendment:** If necessary, an amendment of the proposal will reflect the new terms and conditions, ensuring partners sign off on the changes.

7. Ongoing Monitoring and Communication

- **Progress Reviews:** A schedule of regular progress reviews to monitor the delivery of services and address any further budgetary concerns or adjustments needed.
- **Flexibility:** We will maintain open communication and remain flexible to make additional adjustments if the funding situation changes.

Invoice and Payment Policy

1. Purpose

This policy outlines the procedures and guidelines for invoicing and collecting payments for services rendered by BAM Educational Acumen, LLC. It aims to ensure transparency in transactions and encourage timely payment from clients.

2. Invoicing Procedures

- Invoices will be issued for all services performed, detailing the services provided, date of service, and the total amount due.

- Invoices will be sent out upon completion for milestones.
- Payments must be made in accordance with the invoice terms set forth.

3. Payment Terms

- **Payment Due Date:** Payments are due within 30 days from the date of the invoice unless otherwise agreed upon in a written contract.
- **Accepted Payment Methods:** Payments may be made via check, electronic funds transfer, or credit card. Instructions for payment will be included on the invoice.

4. Late Payments

- **Late Fees:** A late fee of 1.5% per month will be applied to any invoice that remains unpaid after 30 days from the due date.
- **Interest:** In accordance with Texas Finance Code § 302.002, interest on past due amounts may also be assessed at the maximum allowable rate.

5. Default on Payment

- If an invoice remains unpaid after 60 days, BAM Educational Acumen, LLC reserves the right to:
 - Suspend all ongoing services until the account is brought current.
 - Engage a collection agency to recover the debt, at the client's expense.
 - Pursue any other legal remedies available under Texas law.

6. Disputes

- Any disputes regarding an invoice must be submitted in writing to BAM Educational Acumen, LLC within 15 days of the invoice date. All disputes will be addressed and resolved as promptly as possible.

7. Communication

- Clients will be notified of any overdue payments via email and/or phone call after 30 days and again at 60 days before any further actions are taken.

8. Policy Amendments

- BAM Educational Acumen, LLC reserves the right to amend this policy at any time. Clients will be notified of any changes in writing at least 30 days prior to implementation.

9. Acknowledgment

- By engaging the services of BAM Educational Acumen, LLC, clients acknowledge their understanding and acceptance of these terms.

Cancellation of Meetings Fee Policy

Cancellation for less than 24 hours: Cancellations made with less than 24 hours' notice will incur a cancellation fee of \$125. This policy is in place to compensate for the reserved time slot and the potential loss of other business opportunities. Preparation time is invested prior to each meeting/session. Late cancellations impede the ability to utilize the reserved time effectively.

No Show or Cancellation less than an hour: Meetings canceled with less than one hour's notice or in the event of a no-show will be charged the full hourly rate of \$250 per hour.

For questions regarding this policy, please contact Beatrice Martinez at bameducacumen@gmail.com or call to 830-421-6888.

Fee Adjustment

Market Study Inclusion: A market study conducted in December 2024 to identify the fees and costs of capacity/leadership/educational consultants in the state of Texas indicated that BAM Educational Acumen, LLC continues to have competitive prices compared to the going trend, keeping their hourly rate still under the market rate of \$300 an hour.

According to IBISWorld, the market size of the Consulting industry in Texas is \$24.4bn in 2024, with an average growth of 4.4% between 2019 and 2024. [IBISWorld, "Management Consulting in Texas", December 2024.](#) This allows BAM Educational Acumen, LLC to provide value for the price.

Acknowledgment

By engaging with BAM Educational Acumen, LLC's services, clients acknowledge their understanding and acceptance of the terms outlined in this Early Payment Discount Policy.

Compliance Language Policy

1. Policy Overview

This policy outlines the legal and compliance language to be adhered to by BAM Educational Acumen, LLC (hereinafter referred to as "the Company") in its consultancy agreements and practices. The objective is to foster a legal framework that ensures compliance with applicable laws, mitigates risk, and protects the rights of all parties involved in contractual relationships.

2. Compliance Commitment

The Company commits to adhering to all local, state, and federal laws and regulations relevant to its consultancy services. This includes maintaining compliance with standards set forth by the Texas state laws, ensuring that all contracts fulfilled by the Company align with local statutes.

3. Governing Law Clause

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any disputes arising from or related to this agreement must be resolved under the jurisdiction of Texas courts.

4. Compliance with Texas Local Laws and Regulations

The Company acknowledges and agrees to comply with all applicable Texas local laws and regulations relating to:

- **Contract Fulfillment:** All services, obligations, and deliverables as specified in this agreement must be fulfilled in accordance with Texas contract law, including but not limited to the Texas Business and Commerce Code.
- **Liability:** The Company is responsible for understanding and adhering to Texas liability laws, ensuring that its operations do not infringe on the rights of third parties and that any liability arising from consultancy services is managed in accordance with established legal standards.

5. Liability Limitation

In no event shall BAM Educational Acumen, LLC be liable for any indirect, incidental, or consequential damages arising out of or related to the services provided under this agreement, except in cases of willful misconduct or gross negligence. The total liability of the Company shall not exceed the fees paid for the services at issue.

6. Reporting Non-Compliance

Any employee or contractor of BAM Educational Acumen, LLC who becomes aware of any compliance issues, violations, or potential non-compliance with this policy is encouraged to report these concerns to management promptly. The Company is committed to investigating such reports thoroughly and impartially.

7. Training and Awareness

The Company will ensure that all employees and contractors receive appropriate training regarding compliance with this policy, emphasizing the importance of understanding Texas laws relevant to their duties and responsibilities.

8. Policy Review and Updates

This policy will be reviewed annually to ensure its continued relevance and compliance with changing laws and regulations. The Company may update this policy as necessary to reflect any changes in applicable laws or business practices.

9. Acknowledgment

By entering into a contract with BAM Educational Acumen, LLC, all parties acknowledge their understanding and acceptance of this policy, including the compliance obligations outlined herein.

Risk Management Policy

1. Purpose

The purpose of this Risk Management Policy is to outline the approach of BAM Educational Acumen, LLC (hereinafter referred to as “the Company”) in managing risks associated with its consultancy services. This policy aims to ensure that the Company operates within legal and ethical standards,

particularly when dealing with sensitive information or high-stakes situations.

2. Scope

This policy applies to all employees, contractors, and agents of BAM Educational Acumen, LLC. It encompasses all consultancy services rendered by the Company that may involve exposure to sensitive information, client liability, or high-stakes decisions.

3. Risk Assessment

- **Identification of Risks:** The Company will perform periodic risk assessments to identify potential risks associated with consultancy services, including but not limited to:
 - Data breaches involving sensitive information.
 - Professional errors or omissions.
 - Liabilities arising from advice or recommendations made to clients.
- **Evaluation of Risks:** Risks will be evaluated based on their likelihood of occurrence and potential impact on the Company and its clients.
- **Mitigation Strategies:** Based on the assessment, appropriate mitigation strategies will be developed and implemented to manage identified risks.

4. Liability Insurance

- **Professional Liability Insurance:** The Company will maintain adequate Professional Liability Insurance (Errors and Omissions Insurance) to protect against claims arising from professional services rendered. This insurance covers legal defense costs and settlements resulting from lawsuits alleging negligence or inadequate performance.
- **General Liability Insurance:** The Company will also carry General Liability Insurance to cover claims related to bodily injury, property damage, and personal injury that may arise during consultancy engagements.
- **Insurance Coverage Limits:** The Company will review and adjust insurance coverage limits annually or as needed to ensure adequate protection in compliance with Texas laws and regulations.

5. Confidentiality and Data Protection

- **Confidential Information:** The Company will establish and maintain protocols to protect sensitive and confidential information collected during consultancy services. This may include client data, proprietary information, or educational records.
- **Data Protection Compliance:** The Company will comply with relevant data protection laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Texas state laws regarding data privacy.

- Confidentiality Agreements: All employees, contractors, and agents will be required to sign confidentiality agreements prior to engaging with clients.

6. Client Responsibilities

- Disclosure of Relevant Information: Clients are encouraged to disclose all relevant information to the Company that may affect the consultancy services provided.
- Informed Consent: Clients will be required to provide informed consent regarding the consultancy services undertaken, acknowledging the inherent risks associated with the engagements.

7. Compliance and Monitoring

- Compliance with Local Laws: The Company will continually monitor and comply with applicable Texas laws and regulations, including licensing requirements for consultancy services.
- Training and Awareness: Employees and contractors will receive ongoing training regarding risk management practices, including the handling of sensitive information and adherence to legal compliance.
- Regular Policy Review: This Risk Management Policy will be reviewed and updated annually to reflect any changes in laws or best practices in risk management.

8. Reporting and Review

- Incident Reporting: Any incidents, claims, or potential risks must be reported immediately to the designated Risk Management Officer at the Company.
- Review Process: A quarterly review of risks, incidents, and the effectiveness of the risk management strategies will be conducted to make necessary adjustments and improvements.

9. Conclusion

By adopting this Risk Management Policy, BAM Educational Acumen, LLC is committed to fostering a secure and compliant environment while providing consultancy services. The Company understands the importance of effectively managing risks to protect its clients, employees, and stakeholders.

Conflict Resolution Policy

1. Purpose

The purpose of this Conflict Resolution Policy is to provide a clear framework for addressing and resolving disputes that may arise within the context of educational consultancy services provided by BAM Educational Acumen, LLC. This policy aims to foster a positive working relationship and promote effective communication among all parties involved.

2. Scope

This policy applies to all employees, contractors, clients, and stakeholders associated with BAM Educational Acumen, LLC.

3. Principles

- **Transparency:** All parties are encouraged to communicate openly about concerns and conflicts as they arise.
- **Respect:** Each party will treat the others with dignity, ensuring all voices are heard in the resolution process.
- **Timeliness:** Issues should be addressed promptly to prevent escalation and maintain a positive work environment.

4. Dispute Resolution Process

In the event of a dispute, the following steps should be taken to resolve the issue:

Step 1: Direct Communication

- The parties involved in the dispute should discuss the issue directly to seek an informal resolution. This conversation should occur as soon as possible and must be approached with a willingness to listen and understand the other party's perspective.

Step 2: Mediation

- If direct communication does not lead to a satisfactory resolution, either party may request mediation. Mediation will be conducted by a neutral third-party mediator who has no vested interest in the outcome.
- The mediator will facilitate discussions and help the parties explore mutually beneficial solutions. Both parties must agree to the selected mediator.

Step 3: Formal Resolution

- Should mediation fail to resolve the dispute, either party may initiate a formal grievance process, which includes:
 - Submission of a written grievance detailing the nature of the dispute and any attempts made to resolve it.
 - Review of the grievance by a designated Conflict Resolution Officer within BAM Educational Acumen, LLC.
 - A formal meeting with all involved parties, including the Conflict Resolution Officer, to discuss the grievance.
 - A decision will be rendered by the Conflict Resolution Officer, which will be communicated in writing to all parties.

5. Compliance with Texas Law

This Conflict Resolution Policy is designed to comply with all relevant Texas local laws and regulations, including but not limited to labor laws and mediation statutes. All parties are encouraged

to familiarize themselves with applicable legal requirements throughout the dispute resolution process.

6. Confidentiality

All discussions and documentation related to the dispute resolution process will be kept confidential to protect the privacy of all parties involved. Exceptions will be made only when disclosure is required by law.

7. No Retaliation

BAM Educational Acumen, LLC prohibits any form of retaliation against individuals who engage in the conflict resolution process in good faith. Any allegations of retaliation should be reported to the Conflict Resolution Officer immediately for investigation.

8. Review and Amendments

This policy will be reviewed annually and may be amended as necessary to ensure it remains effective and compliant with applicable laws.