

Education Board Meeting
Thursday, December 21, 2023 11:00 AM

Conference Room 3338
1015 Norwood Park Blvd.
Austin, TX 78753

Agenda

- I. CALL TO ORDER
- II. ESTABLISH A QUORUM
- III. WELCOME NEW DIRECTOR, MARIAN WALLACE
- IV. MISSION MOMENT
- V. PUBLIC COMMENT
- VI. SUPERINTENDENT'S REPORT
 - A. Charter First Report
- VII. CONSENT AGENDA
 - A. Approve November 6, 2023, Meeting Minutes
 - B. Approve 2024 GEB Covenant
- VIII. DISCUSSION/ACTION ITEMS
 - A. Discuss nominating Cheryl Koury for GEB Secretary
Motion and second to recommend Cheryl Koury as GEB Secretary to the GCT
BOD for Approval
 - B. SB763 - Texas School Chaplain Act
Motion and second to affirm current practice
 - C. Discuss Strategic Plan and 18-month Goals
- IX. EXECUTIVE SESSION
- X. RECONVENE IN OPEN SESSION
- XI. ADJOURN MEETING



**Charter Financial Integrity Rating System of Texas (FIRST)
Financial Management Report**

2022-2023 Rating

Fiscal Year 2022 Data - September 1, 2021 - June 30, 2022



User: Public
User Role: Public

Rating Year: 2022-2023 | CDN: 227827 | Select An Option | [Help](#) | [Home](#) | [Exit](#)

2022-2023 Ratings Based on Fiscal Year 2022 Data - Charter School Status Detail

[Charter School Status Detail](#) | [Indicator Detail Summary](#) | [Determination of Ratings](#) | [Size-Dependent Indicators](#)

Name: THE EXCEL CENTER (FOR ADULTS) (227827)	Publication Level 0: 7/24/2023 12:54:53 PM
Status: PASSED	Publication Level 1: 8/4/2023 12:10:36 PM
Rating: A - Superior Achievement	Publication Level 2: 8/7/2023 3:05:43 PM
Charter School Score: 90	
Passing Score: 70	Last Updated: 8/7/2023 3:05:43 PM

Historical Ratings:

2021-2022	A-Superior Achievement
2020-2021	A-Superior Achievement
2019-2020	A-Superior Achievement
2018-2019	A-Superior Achievement
2017-2018	A-Superior Achievement
2016-2017	A-Superior Achievement
2015-2016	A-Superior Achievement
2014-2015	No Rating - First year of operation

Charter FIRST Annual Financial Management Report

The Excel Center for Adults

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner’s Rules Concerning Financial Accountability Rating System, Section 109.1001(q). Effective 8/1/2018.

Superintendent’s Current Employment Agreement

The agreement dated May 24, 2023 is provided on the tab labeled "Superintendent Offer Letter"

Reimbursements Received by or Expenditures Paid on Behalf of the Superintendent and Board Members

For the Ten-Month Period Ended June 30, 2022	September 1, 2021 - June 30, 2022							
<u>Description of Reimbursements</u>	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$ 610	\$	\$	\$	\$	\$	\$	\$
Lodging	\$ 1,507							
Transportation	\$ 5,391							
Motor Fuel								
Other	\$ 8,428							
Total	\$ 15,936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

All “reimbursements” expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:
 Meals – Meals consumed out of town, and in geographic-boundary meals at area restaurants (outside of board meetings, excludes catered board meeting meals).
 Lodging – Hotel charges.
 Transportation – Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).
 Motor fuel – Gasoline.
 Other: Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Ten-Month Period Ended June 30, 2022	Amount Received
<u>Name(s) of Entity(ies)</u>	\$

Total \$ -

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to charter school business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)
(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Ten-Month Period
Ended June 30, 2022

	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Note – An executive officer is defined as the superintendent, unless the board of trustees or the charter school administration names additional staff under this classification for local officials.

Business Transactions Between Charter School and Board Members

For the Ten-Month Period
Ended June 30, 2022

	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Amounts	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Note – The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.



May 24, 2023

Theresa Rappaport
Theresa.rappaport@excelcenterhighschool.org

Dear Theresa,

At the Goodwill Central Texas ("GCT") charter holder board meeting on May 18, 2023, the Board of Directors voted to approve your employment as Superintendent of The Excel Center for Adults and to approve the terms of your employment, as outlined herein, effective May 18, 2023. In accordance with 19 Tex. Admin. Code 100.1033(b)(14), the GCT Board of Directors, as the charter holder board, has authority to employ, direct, evaluate, renew, non-renew, terminate, and set compensation for the Superintendent of The Excel Center for Adults. You shall collaborate with GCT President & CEO, Rob Neville, on all matters relating to The Excel Center for Adults.

Pay: Effective DATE, your pay rate will be increased to \$6,346.15/biweekly, which amounts to \$165,000 annually. Additionally, you will be eligible to participate in the Manager Incentive Plan, which will allow for an annual incentive of up to 30% of your base salary. This annual incentive is exclusive of any additional bonuses paid through Excel. Payment will be subject to the terms and conditions of the Manager Incentive Plan, which is subject to revision and is not a guarantee.

Benefits: Your life insurance benefit and profit-sharing/retirement plan contributions will be adjusted for your new pay rate. Additionally, you will be provided with a car allowance in the amount of \$192.30/biweekly, which amounts to \$5,000.00 annually. You will continue to receive current benefit offerings from your current role. This includes but is not limited to Health/Dental/Vision, Life Insurance, Disability Insurance and participation in the Teacher's Retirement Plan.

Terms: Employment with GCT is not for any definite period of time and is terminable, with or without notice, at the will of either you or GCT at any time for any reason or no reason, except legally impermissible reasons. There shall be no contract, express or implied, of employment. The terms of any and all of the plans, benefits, guidelines and programs described in this letter are subject to change at the discretion of GCT. This offer letter shall be governed by and construed in accordance with the laws of the State of Texas. If, under any such law, any portion of this offer letter is at any time deemed to be

in conflict with any applicable statute rule, regulation or ordinance, such portion shall be deemed to be modified or altered to conform thereto.

1. **Confidential Information:** As Superintendent of The Excel Center for Adults and to assist you in the performance of your duties, GCT agrees to provide you and you will receive, develop, have access to, or otherwise acquire certain confidential and/or proprietary information and materials belonging to GCT, contractors of GCT, and/or participants in GCT's programs or services, which is essential to the success of GCT's business ("Confidential Information"). Confidential Information includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: business strategies, compensation plans, employee rating and ranking, employee succession planning, employee development plans, employee information, student information, customer information, key donor information and giving strategies, financial information, marketing strategies, plans of GCT, and all other know-how trade secrets, proprietary information, and other confidential information created or learned by you in connection with your role as Superintendent of The Excel Center for Adults and which is not generally known to the public. Confidential Information shall not, however, include any information which the Superintendent can show:
 - a. is already in possession prior to receipt of the same from The Excel Center for Adults;
 - b. has become publicly known or otherwise generally available to the public through no action or fault of the The Excel Center for Adults;
 - c. was received without restriction from a third party which was lawfully in possession of such information and is not in breach of any confidentiality obligation; or
 - d. was independently developed without use of any Confidential Information of The Excel Center for Adults.

You understand and agree that all Confidential Information and every portion thereof constitutes valuable property of GCT, and you further acknowledge the importance of maintaining the security and confidentiality of the Confidential Information.

You agree to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, you agree that, except as required for the conduct of the GCT's business or as expressly authorized in writing by GCT, or as may be required by law, including without limitation, Chapter 552 of the Texas Government Code or court order, you:

- will not disclose or provide access to Confidential Information to any third party;
- will not copy Confidential Information for any reason;
- will not remove Confidential Information from GCT's premises;
- will return to GCT all Confidential Information in your possession upon completion of any work requiring you to have access to such Confidential Information; and
- return to GCT all Confidential Information upon your separation from GCT for any

reason, including termination of your employment.

Intellectual Property: GCT shall possess the legal ownership and title to any original data, materials, intellectual property, invention, discovery, or other works made for hire ("Intellectual Property") made or conceived by you in the course of or in connection with your employment with GCT. You agree to promptly and completely inform and disclose to GCT all such Intellectual Property that you may have produced during your employment with GCT.

At Will Employment Relationship: Your employment relationship with GCT is of an "at-will" nature, which means that you have the right to terminate your employment relationship with or without cause or notice at any time, and GCT reserves the right to do the same, except for legally impermissible reasons. Your signature below signifies your understanding and agreement that this offer letter is not an employment contract and its contents do not alter your at-will employment with GCT. The "at-will" employment relationship may not be changed by any written document or by conduct unless such change is specifically approved by the GCT Board of Directors at a properly called and posted meeting in compliance with the Texas Open Meetings Act.

Indemnification: To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, The Excel Center for Adults does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of The Excel Center for Adults, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of The Excel Center for Adults, acting within the course and scope of Superintendent's employment with The Excel Center for Adults; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by The Excel Center for Adults or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and The Excel Center for Adults if such legal counsel is not also The Excel Center for Adults' legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. To the extent this exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this indemnification shall survive the termination of the employment relationship.

Sincerely, *Rob Neville*

Rob Neville
President & CEO


Theresa Rappaport

5/30/2023
Date