



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

2021-2022 Rating

Fiscal Year 2021 Data - September 1, 2020 - August 31, 2021



User: Public
User Role: Public

Rating Year: 2021-2022 **CDN:** 227827

Select An Option

2021-2022 Ratings Based on Fiscal Year 2021 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: 7/26/2022 11:47:39 AM
Status: PASSED	Publication Level 1: 11/3/2022 10:16:15 AM
Rating: A - Superior Achievement	Publication Level 2: 11/3/2022 10:16:15 AM
Charter School Score: 90	
Passing Score: 70	Last Updated: 11/3/2022 10:16:15 AM

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. The template has been established to help the charter schools in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is provided within this report.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period Ended August 31, 2021	September 1, 2020 - August 31, 2021							
<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	\$	\$	\$	\$	\$	\$	\$	\$
Lodging								
Transportation								
Motor Fuel								
Other	\$ 3,057							
Total	\$ 3,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 Twelve-Month Period
 Ended August 31, 2021

<u>Name(s) of Entity(ies)</u>	Amount Received \$
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Total	<u>\$ -</u>
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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 Twelve-Month Period
 Ended August 31, 2021

	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 Twelve-Month Period
 Ended August 31, 2021

	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.

President Agreement for Excel Center School

It is hereby agreed by and between the Goodwill Education Board of Directors ("Board") of the Goodwill Excel Center and the Goodwill Excel Center for Adults School District – 227827 (the "District") and Traci E. Berry (the "President") that the Board, in accordance with Texas Education Code §11.201 and Chapter 21, Subchapter E, and as recorded in the official minutes of the meeting of the Goodwill Education Board of Directors held on the 23 March 2021, has and does hereby enter into this President Employment Contract (the "Contract") to employ Traci E. Berry as President of Goodwill Excel School Districts (the "District"), under the following terms:

The Goodwill Education Board of Directors and the President, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. Term. The Board agrees to employ the President on a full-time, 12-month administrative contract, beginning July 1, 2021, and ending June 30, 2023. The Board and the President may extend the term of this contract by mutual agreement.
2. Certification. The President agrees to maintain the required training according to the Texas Charter School Guidelines and/or certification throughout the term of employment with the District.
3. Representations. The President makes the following representations:
 - 3.1. Beginning of Contract: At the beginning of this Contract, and at any time during this Contract, the President specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The President understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2. During Contract: The President also agrees that, during the term of the contract, the President will notify The Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the President. President agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
4. Duties. The President shall be the educational leader and chief executive officer of the district. The President agrees to perform his or her duties as follows:
 - 4.1. Authority: The President shall perform such duties and have such powers as may be prescribed by TEC11.201 and the Board. The Board shall have the right to assign additional duties to the President and to make changes in responsibilities or duties during the contract term with a written agreement between the two parties. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the President and shall comply with all Board policies and directives, state and federal law, and District rules and regulations as they exist or may hereafter be amended.

4.2. Duty: It shall be the duty of the President to hire employees of the District in accordance with Board policies. It shall be the further duty of the President to accept all resignations of employees of the District consistent with the Board's policies, except the President's resignation, which must be accepted by the Board. It shall be the duty of the President to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the President to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the President deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law.

4.3. Standard: Except as otherwise permitted by this Contract, the President agrees to devote his or her full time and energy to the performance of his or her duties. The President shall perform his or her duties with reasonable care, skill, and diligence. The President shall comply with state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.4. Additional Charter Holder Duties: The President may also serve as a Senior Executive leader of the charter holder, and the President may perform additional duties on behalf of the charter holder, Goodwill Industries of Central Texas "GICT" or "Goodwill."

5. Compensation. The District shall pay the President an annual compensation as follows:

5.1 Annualized Salary: Two hundred thousand dollars (\$200,000) per year.

(a) At any time during the term of this Contract, The Board may, in its discretion, review and adjust the salary of the President, but in no event shall the President be paid less than the salary set forth in this Section. In such an event, the parties agree to execute an amendment or new contract incorporating the adjusted salary.

(b) If the President's evaluation is proficient or above, an annual compensation increase recommended by the GICT Strategic Workforce Development Committee and approved by the Excel Center Board shall be granted. Salary adjustments must comply with the Charter Holder's Rebuttable Presumption Checklist Process.

(c) At-Risk Performance Compensation: The President is eligible to receive annual at-risk compensation in accordance with the Charter Holder's Management Incentive Plan at the C-line employee percentage rate as outlined by the GICT Board of Directors' policies.

(d) Retention Incentive: The District shall partially reimburse the President for successful completion of a Master of Science in Human Resource Development degree at Texas A&M University. Reimbursement shall be at a rate of 75 percent of the cost of tuition and fees on a per-semester basis and be paid at the end of each semester. Reimbursement shall be made for each course in which the President earns a grade of B or higher and maintains a 3.0 or

higher-grade point average (GPA). President shall complete the degree by January 2023, unless otherwise agreed upon by the Board and the President. All coursework must be completed on the President's personal time.

5.2 Benefits. The District shall provide comprehensive benefits to the President as provided by state law, Board, and charter holder policies.

(a) Business Expenses: The District shall pay or reimburse the President for reasonable expenses incurred by the President in the continuing performance of the President's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the President for documented travel inside and outside the District. Such actual or incidental costs may include but are not limited to parking, tolls, taxis, airfare, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The President shall comply with all procedures and documentation requirements in accordance with Board policies.

i. The District will provide a six-thousand-dollar (\$6,000.00) annual car allowance for purposes of conducting business.

(b) Information Technology/Communications: The District will provide the President with appropriate technology for use in her duties as President, including, but not limited to a laptop, iPad, and printer (with technical specifications to be determined by President). Additionally, the District shall reimburse the President a monthly stipend of no less than \$75 for the business-related monthly costs associated with the mobile phone service. The District recognizes that the President may make personal use of the technology and services in accordance with District acceptable use policies and procedures.

(c) Health, Dental, and Vision Insurance: During the President's employment with the District, the President will receive the same access to the Health, Dental, and Vision benefits as provided to Goodwill employees.

(d) Term Life Insurance: During the President's employment with the District, the President will receive the same access to the term life insurance benefits as provided to Goodwill employees.

(e) Disability Insurance: During the President's employment with the District, the President will receive the same access to disability insurance as provided to Goodwill employees.

(f) Leave/Vacation: During the President's employment with the District, the President will receive (9) national holidays including 4th of July (observed), Labor Day, Columbus Day, Observed Thanksgiving (2 days), observed Christmas & New Years, MLK Day and Memorial Day; (5) state days in accordance with TEA policy; (9) personal leave/sick days and (20) days in which the district is closed and Excel Center staff is not working and/or the district is closed. The President may exchange

district closure days off to be used outside those time periods. The President's time away from the school will be taken at such time or times as will least interfere with the performance of the President's duties as set forth in this contract. Every 3 months, the GEB Board Chair shall receive an electronic summary of the vacation and leave taken during the previous quarter. This report shall be provided no later than one week after the end of each GEB fiscal quarter. Furthermore, a report must be submitted to the GEB Chair 24 hours after any state days are taken. Accrued personal leave can be rolled over to the following year under these terms (20) days for year 1 and (15) days in year 2. Upon departure from the organization, personal leave time shall not be paid out in the form of reimbursement or compensation in an amount not to exceed \$5,000 in aggregate.

(g) Leave Exception: For extraordinary circumstances, including adverse health outcomes of the President or immediate family, the Leave/Vacation portion of this contract may be altered by mutual agreement of the GEB and the President.

(h) Retirement: During the President's employment with the District, the President will receive the same access to retirement benefits, including the organizational 403B plans as provided to GICT employees and Texas Retirement System benefits per District employees.

6. **Professional Organizations.** The Board encourages the President to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The President may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as President. The District shall reimburse the President for the cost of membership in local, state, and national organizations in which the President participates and related travel outside of the District.
7. **Professional Growth.** The President shall devote the President's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the President through the President's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the President in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the President to perform the President's professional responsibilities for the District. In its encouragement of the President to grow professionally, the Board shall permit a reasonable amount of release time for the President as the President and the Board deem it appropriate, to attend such seminars, courses, or meetings. The District shall pay the President's membership dues to those organizations as approved by the GEB President. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership per organization as approved by the Board President in accordance with GICT policies.

8. **Board/President Relationship/Meetings.** The Board and the President shall maintain a working relationship that is in the best interest of the District. The Board shall provide the President with periodic opportunities to discuss the President-Board relationship.

8.1 Criticisms, Complaints and Suggestions: The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the President for study and/or appropriate action, and the President shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by Board policies.

8.2 Board Meetings: The President shall be permitted to attend all meetings of the Board, both open and closed, and participate in all deliberations of the Board, except those meetings or parts of meetings devoted to (1) the consideration of any actions or lack of action on the President's Contract, salary, and/or benefits, and/or the President's evaluation; or (2) resolving conflicts between or among individual Board members. In the event of illness or Board-approved absence, the President's designee shall attend such meetings.

9. **Strategic Planning.** The President shall engage in transparent and inclusive strategic planning that includes stakeholders including the Board, faculty & staff, students, GICT, and stakeholders. In consultation with the Board President, the President shall present the plan for the Board's consideration and adoption by the board per annual goals of the Excel Center. The President and the Board shall then meet, and the Board shall approve or revise the plan.

10. **Development of Goals.** The President shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The President and the Board shall then meet, and the Board shall approve or revise the list of goals. The President shall submit to the Board for its approval a plan to implement the goals and a corresponding budget. The President and the Board shall meet semi-annually to assess the goals and may adjust or revise the goals either by the action of the Board or upon recommendation of the President and approval of the Board. The approved goals shall at all times be in writing and shall be among the criteria for performance review and evaluation. The Board agrees to work with and support the President in achieving the District goals.

11. **Evaluation.** The Board President will conduct a mutually agreed upon evaluation annually. The President may include other members of the Board in the process.

11.1 Time and Basis of Evaluation: The Board will evaluate the President annually in writing in accordance with Board policy and applicable state law. The Board's evaluation and assessment of the President shall be reasonably related to the duties and shall be based on the District's progress towards accomplishing District and personal goals.

11.2 Confidentiality: Unless the President expressly requests otherwise in writing, the evaluation of the President shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the President from sharing the content of the President's evaluation with their respective legal counsel.

11.3 Evaluation format: A copy of the written evaluation shall be delivered to the President. The President shall have the right to make a written response to the evaluation within thirty (30) days of the written evaluation of the Board. In the event that The Board deems the evaluation instrument, format, and or procedure is to be modified and such modifications would require new or different performance expectations, the President and Board will mutually agree upon the format in writing and shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

12. **Suspension.** In accordance with Texas Education Code chapter 21, The Board may suspend the President without pay during the term of this Contract for good cause as determined by the Board. The President will be suspended for illegal, immoral, unethical, or incompetent conduct as determined by the Board.

13. **Termination and Nonrenewal of Contract.** Termination or non-renewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21. The President will be suspended for illegal, immoral, unethical, or incompetent conduct as determined by the Board.

13.1 Resignation. The President may leave the employment of the District by filing a written 45-day notice with the Board.

13.2 Dismissal for Good Cause. The Board may dismiss the President during the term of the Contract for good cause, which is illegal, immoral, unethical, or incompetent behavior. The term "good cause" is defined as follows:

(a) Failure to fulfill President duties or responsibilities as set forth under the terms and conditions of this Contract;

(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board ; provided, however, the terms and conditions of this paragraph shall not justify good cause unless The Board has provided the President a reasonable opportunity to remediate any incompetency or inefficiency;

(c) Insubordination or failure to comply with lawful written Board directives;

(d) Failure to comply with the Board's policies or the District's administrative regulations;

(e) Neglect of duties;

(f) Drunkenness or excessive use of alcoholic beverages;

(g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

(h) Conviction of a felony or crime involving moral turpitude;

(i) Failure to meet the District's standards of professional conduct;

(j) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(k) Assault on an employee or student;

(l) Knowingly falsifying records or documents related to the District's activities; or

(m) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business.

13.3 Termination Procedure. In the event that the Board terminates this contract for "good cause," the President shall be afforded all the rights as set forth in the Board's policies and state and federal law.

13.4 Renewal/Non-Renewal. The GEB shall engage in good faith contract renewal or notify the President of non-renewal no less than 90 days of contract expiration.

14. **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 District does hereby agree to defend, hold harmless, and indemnify President from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against President in the President's individual or official capacity as an employee and as President of the District, 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 President as an employee of the District, acting within the course and scope of President's employment with the District; 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 President 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 District or by President. The selection of President's legal counsel shall be with the mutual agreement of President and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case President's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 23 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 Section 23 shall survive the termination of this Contract.

15. General Provisions.

15.1 Amendment. This Contract may not be amended except by the written agreement of the Parties.

15.2 Severability: If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

15.3 Entire Agreement. All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the President are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

15.4 Applicable Law and Venue. Texas law shall govern the construction of this Contract. 15.5 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

15.6 Legal Representation: Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

16. Notices.

16.1

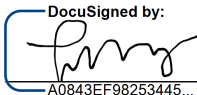
To President. The President agrees to keep a current address on file with the District's human resources office and The Board President. The President agrees that The Board may meet any legal obligation it has to give the President written notice regarding this Contract or the Student's employment and hand-delivery, or by certified mail, regular mail, and/or express delivery service to the President's address of record.

16.2

To Board: The Board agrees that the President may meet any legal obligation to give The Board written notice regarding this Contract or the President's employment by providing one copy of the notice to the President of The Board and one copy to the Vice President of the Board. The President may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to The Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

President

By: 
A0843EF98253445...
Traci Berry, The Excel Center President

Date signed: 6/24/2021

The Excel Center for Adults

By: 
Ted Delisi, President, Goodwill Education Board
Director, Goodwill Central Texas Board

Date signed: June, 25th 2021