

Charterholder Meeting
Friday, June 13, 2025 11:30 AM

Conference Room 3340
1015 Norwood Park Blvd.
Austin, TX 78753

Agenda

- I. CALL TO ORDER
- II. PUBLIC COMMENT
- III. CONSENT AGENDA
 - April 4, 2025, Meeting Minutes
 - Appointment of Armanino as the external auditor for the Excel fiscal year ending June 30, 2025
 - Pregnancy-related services: Compensatory Education Home Instruction (PRS CEHI) Waiver
- IV. SUPERINTENDENT REPORT
 - Legislative Update, Aaron Moncibaiz
 - 2025-2026 Budget, Lisa Dennis
- V. EXECUTIVE SESSION
- VI. RECONVENE IN OPEN SESSION
- VII. ADJOURN MEETING



Goodwill Charterholder Board Meeting
Friday, June 13, 2025 | 11:30AM – 12:15PM
1015 Norwood Park Blvd., Austin, TX 78753
Conference Room 3340

This meeting shall be conducted in accordance with Texas Open Meetings Act.

In accordance with applicable law, including 19 Tex. Admin. Code 100.1101(b)(1), GCT, as the governing body of the charter holder, shall, acting as a body corporate in meetings posted in compliance with Texas Gov't Code Chapter 551, oversee the management of the charter school. The items listed on this agenda are matters over which the GCT Board and/or the Goodwill Education Board (GEB) may deliberate and/or take action regarding the business and operations of The Goodwill Excel Center for Adults. If, during the course of the meeting covered by this agenda, the GCT Board or GEB Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001, et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Texas Open Meetings Act. The subjects to be discussed or considered or upon which any formal action may be taken are listed below.

Time	Duration	Item	Presenter
11:30 AM	1 min	Call to Order Establish a Quorum	Richard Shields
11:31 AM	2 min	Public Comment – Tex Gov't Code 551.007	Public
11:33 AM	3 min	Consent Agenda - April 4, 2025, Meeting Minutes - Appointment of Armanino as the external auditor for the for Excel fiscal year ending June 30, 2025 - Pregnancy Related Services: Compensatory Education Home Instruction (PRS CEHI) Waiver <i>Motion to approve consent agenda</i>	Richard Shields
11:36 AM	30 mins	Superintendent Report - Legislative Update, Aaron Moncibaiz 2025-2026 Budget, Lisa Dennis <i>Motion from GEB: Approve campus and district improvement plans</i> <i>Motion from GEB: Approve of State Compensatory budget</i> <i>Motion from GEB: Approve contracts greater than \$50,000</i> <i>Motion from GEB: Approve the 2025-2026 SY Budget</i> <i>Motion from GEB: Approve the 2024-2025 Budget Amendment</i> <i>Motion from GEB: Approve the 2025-2026 Team Member Incentive Plan & KPIs</i>	Theresa Rappaport
12:06 PM	5 mins	Executive Session - Under Texas Gov't Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074.	Richard Shields



12:11 PM	2 mins	Reconvene in Open Session	Richard Shields
12:13 PM		ADJOURN	Richard Shields



Charterholder Board Meeting

Friday, April 4, 2025 11:30AM – 12:15PM

Goodwill Community Center, 1015 Norwood Park Blvd., Austin, TX 78753

Conference Room 3340/Teams

Board Members Present: Richard Shields, Wes Burke, Catherine Savage, Delbert Bray, Corky Logue, Mike Clifford, Cheryl Koury, Elizabeth Gunter, Jenny Everett, Joanne Corum, Anahita Cameron, Katina Kenyon, Bril Flint

Staff Present: Rob Neville, Jennifer Carter, Theresa Rappaport, Heather Briscoe(minutes), Mara Fouts, Craig Wright, Aaron Moncibaiz, Nick Adams

Guests: Lisa Dennis, Natalie Elliott

CALL TO ORDER

Board Chair, Richard Shields called the meeting to order at 11:32AM.

ESTABLISH A QUORUM

Board Chair, Richard Shields noted a quorum of thirteen (13) members and proceeded with the meeting.

PUBLIC COMMENT

No members of the public were present to address the Board.

CONSENT AGENDA

Motion to approve the consent agenda as presented.

Motion by Mike Clifford

2nd by Catherine Savage

In favor - All

Opposed - None

Abstain - None

SUPERINTENDENT REPORT

Ms. Rappaport shared recent highlights and advocacy efforts. The Exploration Center successfully maintained its four-star Rising Star rating, and the Coleman campus held a well-received Black History Month event, showcasing strong student engagement. Ms. Rappaport also recapped her recent trip to Washington, D.C., where she and an Excel graduate participated in National Excel Advocacy Day, promoting policies that could support adult high schools in Texas.

Progress continues on expanding dual credit opportunities, with developments through partnerships with Windham and Lamar State College Port Arthur. The district is also advancing in its Teacher Incentive Allotment data collection process, which is expected to support future compensation increases. Key performance indicators are largely on track, with slight dips in certifications and staff retention expected to rebound. Financials remain strong and aligned with budget. Ms. Rappaport concluded by outlining the budget planning timeline and reaffirmed that revenue projections are based on the current funding model, with flexibility to adjust pending legislative outcomes.

These Board meeting minutes were certified and approved by the Board of Directors on June 13, 2025, and serve as the official record.

EXECUTIVE SESSION

The Board entered Executive Session at 12:03PM to discuss the Superintendent evaluation. Staff and guests were excused.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 12:13 PM. The Superintendent's evaluation, as discussed in Executive Session and recommended for approval by the Education Board, was presented for a vote.

In favor - All

Opposed - None

Abstain - None

ADJOURN MEETING

Board Chair Richard Shields called for a motion to adjourn the meeting at 12:17PM.

Motion by Catherine Savage

2nd by Corky Logue

In favor - All

Opposed - None

Abstain - None

These Board meeting minutes were certified and approved by the Board of Directors on June 13, 2025, and serve as the official record.



RESOLUTION – June 13, 2025

RESOLUTION OF THE EXCEL CENTER FOR ADULTS BOARD OF DIRECTORS

Waiver to Provide Pregnancy-Related Services on Campus at The Excel Center for Adults – CDN 227827

The Goodwill Excel Center provides the opportunity for adults, age 18-50 to enroll in public high school courses and earn a high school diploma. Goodwill is uniquely positioned to provide wrap-around services to adults ages 18-50, including life coaching, mental health counseling, free, on-site childcare, transportation assistance, and job placement assistance. Students also receive support that focuses on building a career plan and the opportunity to earn industry-based certifications that will increase their employability. The Excel Center requests a waiver to provide Pregnancy Related Services On-Campus for CEHI. Students have a history of dropping out, and they benefit greatly from continued on-campus engagement with school staff. On-campus CEHI allows the student to remain engaged with the campus during their prenatal, postpartum, and extended postpartum time. They are engaged academically and receive wraparound support as they bond with their baby and transition into our free, on-site childcare center. The Excel Center for Adults will request a waiver to offer these services on campus for the 2025-2026, 2026-2027, and 2027-2028 school years, as permitted.

Therefore, be it resolved that on **June 13, 2025**, a quorum of The Charterholder Board for The Excel Center for Adults voted in favor to approve the **Waiver to Provide Pregnancy-Related Services on Campus** to be submitted to the Texas Education Agency.

ADOPTED ON **June 13, 2025** - The Excel Center for Adults Charter School District

Signatures:

Superintendent

Board President

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Presented and fully executed on June 13, 2025, at a meeting of the Charterholder Board.

June 4, 2025

Ms. Theresa Rappaport
Superintendent
Goodwill Industries of Central Texas
1015 Norwood Park Blvd
Austin, TX 78753

Dear Ms. Rappaport:

Armanino LLP ("Armanino," "our", "we", or "us") is pleased to provide the services described below (the "Services") to Goodwill Industries of Central Texas ("Client", "you", or the "Organization"). The Services are subject to the terms and conditions of this engagement letter and the Terms & Conditions for Professional Service located at the link below (together, this "Agreement").

<https://www.armanino.com/armaninollp-terms-professional-services-texas/>

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements of Goodwill Industries of Central Texas, which comprise the statement of financial position as of June 30, 2025, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements (collectively, the "financial statements").

Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America ("GAAS"), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Texas Education Agency (TEA) Required Supplementary Information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions, as applicable. We will also request written representations from the Organization's attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. management override of controls
2. revenue recognition

AUDIT PROCEDURES—INTERNAL CONTROL

We will obtain an understanding of the Organization and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

AUDIT PROCEDURES—COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information on the website with the original document.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Organization is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Our internal file sharing portal, currently Suralink, is used solely as a method of exchanging information and is not intended to store the Organization's information. You are responsible for downloading any deliverables and other records from Suralink that you wish to retain for your own records at the completion of the engagement. Upon completion of the engagement, information and other content will either be removed from Suralink or become unavailable to you within a reasonable time frame.

NONATTEST SERVICES

As a part of our engagement, we will perform the following nonattest services (the "Nonattest Services"):

1. Assist with the preparation of the 2024 and 2025 comparative financial statements, including the related footnotes.

These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

As noted in Section 2 of the Terms & Conditions for Professional Services, in order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to any Nonattest Services. Prior to performing any Nonattest Services in conjunction with our attest services, management must acknowledge its acceptance of certain responsibilities.

Therefore, you agree to perform the following functions in connection with our performance of any Nonattest Services:

- Make all management decisions and perform all management functions with respect to any Nonattest Services provided by us.
- Assign appropriate individual(s), possessing suitable skill, knowledge, and experience to oversee the Nonattest Services outlined above and evaluate the adequacy and results of these services. You will notify us of the individual(s) assigned and any subsequent changes in the individual(s) assigned.
- Accept responsibility for the results of the Nonattest Services.
- Establish and maintain internal controls related to the Nonattest Services.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. Your management must make all decisions with regard to our recommendations. By signing this agreement, you acknowledge acceptance of these responsibilities.

ENGAGEMENT ADMINISTRATION; FEES

We may use third party providers located outside of the United States to assist with serving your account under our supervision. We may also use Armanino employees that are temporarily working outside of the United States as well as personnel from affiliates of Armanino and other Armanino-affiliated entities (including our wholly owned subsidiary based in India and contractors in the Philippines). Armanino will review all work product before it is finalized. In addition, we may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process your information in connection with the delivery of certain services. Armanino is committed to maintaining the confidentiality and security of your information, and accordingly, we maintain policies, procedures and safeguards to protect the confidentiality of your information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of client information, provided we may use electronic media to transmit client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to you for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of your information.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is our property and constitutes our confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Ruth Snell is the engagement partner and is responsible for supervising the engagement and signing the report. The engagement partner will assign work on the engagement to others at our firm, who may include CPAs and other staff and owners who are not CPAs.

The price for the attest services is estimated to be \$35,000.

The associated payment schedule is outlined in Schedule 1.

Fees are payable upon receipt of our invoices. You will be billed for technology and administrative expenses, which will be 3% of the total price for the Services.

In addition to the fees set forth above for various services, you will be invoiced for actual out-of-pocket expenses, if any, including, but not necessarily limited to, non-local travel and lodging expenses, meals, communications charges, as applicable.

ENGAGEMENT PRICE MODIFICATIONS

The fee amounts are based on our estimated time to perform the Services and the following presumptions and expectations regarding your participation in the engagement:

- We do not encounter any unknown and unexpected circumstances, such as inadequate or incomplete accounting records, unexpected accounting issues, proposed adjusting journal entries by us, internal control deficiencies rising to the level of significant deficiencies or material weaknesses, or changes to accounting policies. Should we encounter any unexpected circumstances, our fees will be adjusted accordingly due to the additional time and effort necessary to perform the Services.

- Obtaining client requested documents timely is paramount to an efficient engagement. All requested documents must be provided by the due dates outlined in Suralink, or any other document request repository used by the engagement team, and all secondary requests for support throughout the scheduled engagement will be addressed within a timeframe agreed upon with your engagement team. If our work is delayed because you do not complete requested schedules by prescribed due dates or do not provide timely support during the scheduled engagement as requested, these delays will create inefficiencies and will modify the price for our services. These delays may result in additional billings of up to 50% of the total billable time incurred due to the delay, over and above our estimate, at our standard hourly rates, which are outlined in Schedule 1.
- You will be charged a rescheduling fee in the event of a request by you, or the need by us, to change previously agreed upon and scheduled fieldwork dates due to you not completing 100% of the requested documents by the due dates provided in Suralink, or any other document request repository used by the engagement team.

REPORTING

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the board of directors of the Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Organization is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

* * *

Armanino LLP and Armanino Advisory LLC ("Armanino Advisory") practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. In performing the Services, we will lease professional and administrative staff, both of which are employed by Armanino Advisory LLC or its related entities. These individuals will be under the direct control and supervision of Armanino LLP, which is solely responsible for the performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Armanino LLP and Armanino Advisory LLC and its related entities have contractual agreements requiring confidential treatment of all client information. You hereby consent and authorize us to share with Armanino Advisory LLC and its related entities information that we may obtain from you in the course of our engagement. Armanino Advisory LLC and its related entities will maintain the confidentiality of all client information.

Private funds managed by Further Global Capital Management, L.P. (together with its affiliates, "FG") hold a minority indirect interest in Armanino Advisory LLC. We will consider any financial interests held by FG in you or your affiliates, or financial interests held by you or your affiliates in FG, for purposes of evaluating our independence pursuant to professional standards. You agree to disclose any such financial interest to us prior to the commencement of our Services and, should such a financial interest arise following the commencement of our Services, to inform us immediately.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Agreement, please sign and return it to us.

Sincerely,



Ruth Snell
Partner

THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES LOCATED BELOW, IS HEREBY APPROVED AND ACCEPTED:

<https://www.armanino.com/armaninollp-terms-professional-services-texas/>

Goodwill Industries of Central Texas

By: _____
Theresa Rappaport, Superintendent

Date: _____

Email address to submit invoices: _____

SCHEDULE 1
PAYMENT SCHEDULE

The following schedule represents our payment schedule:

July 2025	\$ 20,000
August 2025	<u>15,000</u>
	<u><u>\$ 35,000</u></u>

		Year End 2022 (EXCEL 6/30/23)		Year End 2023 (EXCEL 6/30/24)	
Entity	Engagement	Engagement Letter Fees Actual Fees Billed		Engagement Letter Fees Actual Fees Billed	
Financial Statement Audit & Charter					
Excel Center	School Compliance	\$ 35,000 *	\$ 63,000	\$ 22,000	\$ 62,000 **
Total		\$ 35,000	\$ 63,000	\$ 22,000	\$ 62,000 ***
		Overages	\$ 28,000	\$ 40,000	

Notes

- * \$20k Audit fee plus \$15k Single Audit fee
- ** Plus 5% tech fee. Negotiate this out next time.
- *** Plus 3% tech fee. Negotiated this down.



ATTUNED

Education Partners

Proposal to Goodwill Excel Center

March 2025

UPDATED April 2025

Project Summary

The Goodwill Excel Center (“Goodwill”) is a tuition-free charter high school that awards industry-recognized certifications and high school diplomas to adult learners ages 18-50. Originally founded by the Goodwill Industries of Central Indiana, Goodwill now serves 1,200 students across seven sites in Austin, TX, Memphis, TN, South Bend, IN and Washington DC. Goodwill offers over 35 courses and 4 career certifications to their diverse population of learners. Goodwill operates both community schools, which award open-access diplomas and career certifications, and justice education programs, which operate in partnership with local correctional institutions and award career and technical certifications for incarcerated individuals. Goodwill provides rigorous, career-advancing, and whole-person supports to a diverse population of adult learners.

Since its founding 40 years ago, Goodwill has operated without a long-term strategic plan. While the organization has experienced significant growth—especially since its expansion into Texas a decade ago—it is currently guided by a short-term and expired plan developed under prior leadership. Today, Superintendent Theresa Rappaport and the senior leadership team are eager to chart a new course through a multi-year instructional-focused strategic plan that will guide the network from 2025 to 2035. Central to this effort is a focus on strengthening the quality of instruction across existing campuses and developing a codifiable, replicable school and curricular model. Additional priorities include expanding into community schools with existing MOUs, piloting a satellite program at a community college or Goodwill store, and scaling their Rural Pathways program. To bring this vision to life, Goodwill seeks an external partner to facilitate an instructional-focused strategic planning process centered on instructional excellence and aligned growth.

Attuned is uniquely positioned to support Goodwill based on our impact and qualifications below:

- **Improved Student Outcomes:** 80% of our school system partners see academic gains. By year two, that number goes up to 95%. And 70% see reductions in proficiency gaps between Black and Latinx students and statewide peers. Several of our longest standing partners achieved record gains in student achievement.
 - **Cleveland Metropolitan School District (CMSD):** For the first time, CMSD met state standards and achieved a 3-star rating based on SY23-24 student performance data.
 - **Rocky Mountain Prep (RMP):** Students at RMP demonstrated more academic growth than any other school system in the Denver/Aurora area. 11 of their 12 schools earned a green rating on the Colorado School Performance Framework.
 - **Richmond Public Schools (RPS):** RPS’s results have rapidly improved beyond pre-COVID levels. In 2019, 64.8% of K-2 students met the benchmark on [PALS](#). In spring 2024, that number reached 65.4%.
- **Instructional Practices:** 82% of our SY23-24 school system implementation partners saw growth in at least 2 of 3 instructional rigor indicators.
- **Reach and Scale:** We’ve served over 1.4 million students across 25 states and more than 300 PK-12 systems and nonprofits. This includes 21 Council of Great City Schools member districts.
- **Tools and Resources:** 97% of partners say the tools and resources we co-develop continue to benefit them after our support ends.

- **Strategic Clarity:** 100% of partners report that our work strengthened their strategic clarity and focus.
- **Knowledge and Skills:** 98% of partners report significant growth in knowledge and skills as a result of our collaboration.
- **Net Promoter Score:** Our strong partner track record has earned us a best-in-class NPS of 90.
- **Expertise:** 96% of partners say we provided a diverse, expert-informed set of recommendations tailored to their unique context.
- **Prior Experience and Expertise:** We have extensive experience as practitioners leading high-performing schools and school systems across the country.
 - Several team members were district leaders at Denver Public Schools (“DPS”).
 - [Studies](#) show that reform strategies implemented during their tenures resulted in dramatic improvements in student math and ELA outcomes.
- **Equity-oriented Design:** 100% of our partners report that we bring an equity lens to our work and create an environment that is trusting, open, and welcoming of diverse opinions and ideas.

Project Outline and Proposed Approach

The proposed approach would take place over several phases of work as described below.

Phase 1: Develop a project management approach

In this phase, Attuned and Goodwill will kick off the partnership and develop key project management tools and structures to ensure that all project milestones are completed on schedule and with quality. Attuned will partner with Goodwill to:

- Define project governance (e.g., identify project sponsor and project manager, define role/composition of steering committees, meeting cadences).
- Design stakeholder engagement plan (e.g., purpose, structures, logistics) to ensure input and feedback throughout the planning effort).
- Identify key dates (e.g., for site visits, stakeholder engagement, strategic planning timelines, high-level implementation timelines) and align on deliverables.
- Establish key results and targets for the partnership.
- Develop the project plan and a system for progress monitoring it (e.g., hold weekly check-ins with the project lead).
- Conduct kickoff meeting with Steering Committee

Timeline: Kickoff - 4-6 weeks, with ongoing weekly check-ins throughout the project

Phase 2: Conduct discovery

In this phase, Attuned will conduct a discovery process to identify instructional strengths and challenges to be leveraged during the planning process. The report will summarize strengths and challenges to be addressed during strategic planning through analysis of several data sources (including constituent perspectives). Specifically, Attuned will synthesize multiple sources of evidence including:

- Performance data, disaggregated by subgroup, including:
 - Academic (e.g., graduation rate, student achievement).
 - Student culture and wellbeing (e.g., out of school suspension rates, SEL competencies).
- 1 day of classroom observations
 - Specifically, during observations, we look for the following signs of rigor:
 - Evidence of high-quality curriculum (e.g., green on EdReports) in use.
 - Intellectual preparation: The teacher's facilitation of the lesson maintains the rigorous design of the curriculum.
 - Cognitive engagement: Students produce grade-appropriate academic language (written and/or oral) about the curriculum content.
 - During observations, we look for the following signs of culture:
 - Student Engagement: The classroom culture supports students to engage in learning.
 - Relationships and Belonging: There are strong relationships and a sense of belonging in the classroom.
 - Social-Emotional Learning: Evidence of support for Social-Emotional Learning (SEL).
- Review of instructional artifacts (e.g., curriculum maps, lesson plans)
- 10 interviews with key stakeholders, including:
 - 4-5 interviews with the Superintendent and select members of the superintendent's cabinet

- 4-5 interviews with school level leadership

Attuned will synthesize the findings into a comprehensive, evidence-rich report, preview the report with the project lead, and debrief findings with Goodwill's steering committee and other key stakeholder groups.

Timeline: 6-8 weeks

Phase 3: Facilitate the instructional-focused planning process

Attuned will facilitate the steering committee to develop a multi-year instructional-focused plan, including multi-year instructional priorities and prioritized initiatives sequenced over 3 years that address the gaps identified during discovery. For each of the initiatives prioritized in the first 18 months of the plan, Attuned will support the steering committee to develop time-bound deliverables, responsible individuals, and initiative measures and targets. Example plans and research inform the steering committee's work throughout the planning process. Specifically, Attuned would support the following.

Facilitate the 6 instructional steering committee sessions and 8 one-on-one meetings with individual leaders to:

- Develop an understanding of high-quality instructional practices that further equity and outcomes.
- Set strategic measures and targets.
- Review the instructional quality report to create a shared understanding of strengths and challenges.
- Define 3-5 instructional priorities (based on gaps identified in the discovery report) for the next 3 years.
- Surface and prioritize a limited number of instructional initiatives for each instructional strategic priority and map the initiatives over 3 years.
- Write deliverables for year 1 initiatives.
- Support the implementation of 1 year 1 initiative.

Timeline: 3 months

Proposed budget:

Please note that the budget below reflects the full scope of work outlined above. The budget will be modified as the scope of work is refined.

Phase 1: Develop a project management approach AND Phase 2: Conduct discovery	\$34,000
Phase 3: Facilitate the instructional-focused planning process	\$41,000
Total	\$75,000

Proposed Project Team

Attuned's partnership with Goodwill would be led by some combination of the following Attuned team members:

- **Arlena Gaynor** is a Deputy Chief of Academics at Attuned Education Partners. Prior to this role, Arlena served as the Executive Director of Language, Literacy, and Social Studies for the Dallas Independent School District. In that capacity, she was instrumental in supporting the implementation and expansion of high-quality literacy resources and evidence-based instructional practices at the elementary and secondary levels. During her near decade with Dallas ISD, home to the nation's largest dual language program, the district consistently grew in literacy scores pre- and post-pandemic. She also served in various capacities in the central office literacy departments in Dallas ISD and DC Public Schools. She began her career as a tutor and site coordinator for DC Reads and was an elementary school teacher in both district and charter schools in Washington, DC. Arlena was a fellow of the Cambiar Catalyst fellowship and holds a B.A. from Georgetown University and an M.Ed. from American University. She is currently working on her doctorate at Southern Methodist University.
- **Dina Hasiotis** is a Chief Strategy Officer at Attuned Education Partners. Previously, Dina worked at NOLA Public Schools in leadership roles building and executing support and accountability systems in the nation's first all-charter school district. Specifically, Dina served as the Senior Advisor to the Superintendent and the Chief School Support and Improvement Officer, where she managed multiple divisions tasked with creating strategic initiatives for system wide improvement, providing direct support services to schools to increase academic outcomes and handling district communications. Dina also managed the district's response to the COVID-19 pandemic, ensuring that equitable resources and services were provided to students across the city. Throughout her work in New Orleans, Dina regularly convened community members and led broad stakeholder engagements to ensure policies and plans reflected the needs and experiences of those they were intended to support. Prior to NOLA-PS, Dina was a Partner at TNTP where she led strategic partnerships with school districts across the country as they implemented teacher talent and school leadership initiatives. Also while at TNTP, Dina was the lead researcher for the groundbreaking report *The Mirage: Confronting the Hard Truth About Our Quest for Teacher Development*. Dina proudly began her career teaching 7th grade in New Orleans. She is a graduate of Harvard College and holds a Masters in Public Administration from the Maxwell School of Citizenship and Public Affairs at Syracuse University.
- **Hadley Huberman** is a Deputy Chief of Strategy at Attuned Education Partners. Previously, Hadley worked in several roles at KIPP SoCal Schools in Los Angeles for nearly ten years. Most recently, she served as School Leader in Residence at KIPP SoCal, where she supported school improvement by working with principals on year-long strategic planning and execution, creation and codification of systems and structures, and professional and leadership development. Prior to her role as School Leader in Residence, she was the principal at KIPP Comienza Community Prep in Huntington Park, California. During her tenure at KIPP Comienza, the school became a National Blue Ribbon School, a California Distinguished School, and one of the top three elementary schools serving Latino students in Los Angeles. Before she became principal, Hadley was an assistant principal and a teacher at KIPP Comienza, and was a 2010 Teach for America Corps member in Los Angeles. Hadley holds a B.A. in English Literature from the University of Washington and a M.A. in Urban Education, Educational Policy & Administration from

Loyola Marymount University.

- **Marie Huxley** is a Chief Strategy Officer at Attuned Education Partners. Previously, Marie was the Chief of Schools at KIPP Public Schools Northern California leading the Academics, School Culture, Special Education and Principal Supervision teams serving 17 elementary, middle and high schools. At KIPP she set and led regional priorities with innovative strategies to launch and operate joyful and academically excellent schools which were some of the highest performing open enrollment public schools in their local school districts and across the state. Prior to KIPP Marie held both school and district leadership roles in the San Francisco Bay Area improving student outcomes toward educational equity. As an external support provider at Partners in School Innovation and the Bay Area School Reform Collaborative she coached partner schools and districts to use a continuous improvement method, develop robust professional learning systems, and build understanding of the impact of race, class, culture, gender and power dynamics on students of color. Marie began her career as a high school social studies and Spanish teacher in Los Angeles. She is a graduate of the University of California, Santa Barbara and holds a Masters Degree in Education from UCLA's Teacher Education Program and a Masters Degree of Educational Administration from San Francisco State University.
- **Priya Shankar** is a Strategy Director at Attuned Education Partners. Prior to joining Attuned, Priya was a consultant for UPD Consulting, where she led stakeholder engagement and strategic planning processes grounded in antiracism, belonging, and equity for school districts, public sector agencies, and nonprofits. Before UPD, Priya worked at the Brookings Institution, where she evaluated learning environments that promote the breadth of skills children need to thrive. She also worked at the Character Lab to design, manage, and evaluate programs that are based in the science of learning and whole child development. Priya holds a Bachelor of Arts in Plan II Honors and Economics from the University of Texas at Austin and a Masters of Public Policy from Duke University.
- **Rachel Skeritt** is a Chief Strategy Officer at Attuned Education Partners. She has over 15 years of educational leadership experience with an extensive history of responsive, mission-driven engagement across diverse school and district contexts. Prior to joining Attuned, Rachel served for five years as Head of School at Boston Latin School (BLS), the nation's first public school and the #1 ranked public high school in Massachusetts. There, she led a community of 2,400 students and 200 staff through seismic shifts in teaching and learning due to the global pandemic, and she served on a task force appointed by the Boston School Committee to restructure the admissions policy for the city's three exam schools in service of greater racial, geographic, and socio-economic equity. Rachel assumed leadership of BLS after her role as Deputy Chief of Leadership Development for DC Public Schools, designing professional learning for the system's principals and amplifying the district's residency for aspiring administrators. Previously, she successfully led Eastern Senior High School through federal turnaround status, implementing the International Baccalaureate Diploma Programme and raising the school's graduation rate to among the highest in the district. Before her move to Washington, DC, Rachel was Chief of Staff for Boston Public Schools (BPS), where she co-authored the district's strategic plan, steered the Superintendent's executive team, and served as the primary BPS point of contact for the Mayor's office and School Committee. She assumed the Chief of Staff position after her first school principalship at Another Course to College, a small pilot high school in Boston. Rachel began her career as an English teacher, imparting her love of literature and writing to seventh, tenth, and twelfth graders. She holds a BA in English and a Masters in Secondary Education from the University of Pennsylvania, a

Masters in Education Administration from the University of Massachusetts Boston, and a Masters in Leadership from McDonough School of Business at Georgetown University.

- **Allie Wisialowski** is a Strategy Director at Attuned Education Partners. Allie joined Attuned as an Education Pioneers Impact Fellow in 2020. Prior to joining Attuned, Allie was a consultant at Mercer, a talent and human capital-focused consulting firm. In this role, Allie worked with organizations to radically improve their talent systems through designing equitable compensation programs, assessing talent markets, and developing meaningful career pathways. She is most proud of her work with public sector organizations, including several municipal governments and public safety departments, as well as a Boston-based non-profit focused on preparing students for college. Outside of work, Allie volunteers extensively with youth programs in the Nashville area. Allie holds a B.Sc. in Human and Organizational Development from Vanderbilt University's Peabody College.

How We Work

Go from vision to impact with a partner who understands what it takes to succeed.

- We work with school and school system leaders who want to improve outcomes for all students—especially those farthest from opportunity.
- As experienced practitioners committed to educational equity, we understand the barriers. And how to overcome them.
- We've tailored our approach accordingly.
- We engage with a mix of empathy and rigor.
- We listen deeply—taking the time to build trust and form strong relationships.
- We adapt proven approaches and content to meet your specific context.
- And we never lose sight of the goal—everything we do is about helping you accelerate outcomes.
- At the end of our time together, you'll be set up for continued success. Well aligned. And well equipped to achieve lasting impact.

Our vision: All students have equitable access to educational excellence.

Our mission: Our experienced practitioners combine empathy and rigor to help PK-12 systems and leaders become well aligned and well equipped to deliver breakthrough outcomes for all students—especially those farthest from opportunity.

Our diversity, equity, inclusion, and anti-racism commitment: We commit to better serving students and families who have been marginalized and underserved by our nation's education system. We commit to fight for educational equity and excellence in order to disrupt racial and economic injustice, which both contribute to and are fueled by our current state of educational inequity. We commit to disrupting systems of oppression and strive to be an anti-racist organization.



Specifically, we:

- Bring an equity lens to all that we do within our organization and with our partners.
- Tackle issues of race, class, and privilege thoughtfully and head-on.
- Engage in deep collective and individual learning and reflection about issues of race, class, and power.
- Foster inclusive, safe, and brave spaces where people are heard, respected, and can show up as their whole selves.
- Build a team that reflects the communities most impacted by our work.
- Proactively name and call out racist and inequitable practices, structures, and systems.

Recognize our limitations and identify resources and supports to help partners advance their own commitments to diversity, equity, inclusion, and anti-racism.

Our Partners

We have supported many organizations, including:

Academy of the Pacific Rim	Gestalt Community Schools	pilotED
Achievement First	Guilford County Schools	Pointe Coupee Parish
Albuquerque Public Schools	Hartford Public Schools	Portland (ME) Public Schools
Aldine ISD	Iberville Parish	Pueblo School District 60
Alliance College-Ready Public Schools	IDEA Public Schools East Baton Rouge	Rapides Parish
Anchorage School District	Indianapolis Public Schools	Raul Yzaguirre Schools for Success
Aspire Public Schools	Ingenuity Prep	Richmond Public Schools
Assumption Parish	Jackson Parish Schools	Roaring Fork Schools
Atlas Public Schools	Kenai Peninsula Borough School District	Rocketship
Aurora Public Schools	KIPP Baltimore	Rocky Mountain Prep
Avoyelles Parish School Board	KIPP Capital	Rooted Schools Foundation
Baltimore City	KIPP Colorado	Sabine Parish
Boston Public Schools	KIPP Indy	Salem Public Schools
Claiborne Parish	KIPP Jacksonville	South San Francisco Unified School District
Clark County School District	KIPP Memphis	Springfield Public Schools
Cleveland Municipal SD	KIPP NC	St. John the Baptist Parish
Colorado Springs: D11	KIPP New Orleans Schools	St. Landry Parish
Columbus City Schools	KIPP Oklahoma	St. Martin Parish
Dallas ISD	Launch School	Tulsa Public Schools
DC Public Schools	Leominster Public Schools	Union Parish
Democracy Prep Public Schools	Lincoln Parish	United Schools
DeSoto Parish	Lowell Public Schools	University City School District
DSST Public Schools	Madison Parish School Board	UP Academy
East Feliciana Parish	Manchester School District	Vanguard Collegiate of Indy
Ednovate	Mastery Charter Schools	Vista Charter Public Schools
Education for Change	Momentum Academy	West Carroll Parish
Equitas Academy	Natchitoches Parish School Board	West Springfield Public Schools
Evangeline Parish	Newport Public Schools	

"Because Attuned facilitated the creation of the deliverables for our engagement by the people who will be expected to implement the work, I am very confident that those individuals and teams have high ownership and commitment to seeing the work through. The Attuned team has been very nimble and flexible throughout our process, allowing us to co-create a very locally contextualized experience while simultaneously never letting us stray away from the evidence and research."
- Dr. Warren Morgan, Superintendent, Cleveland Metropolitan School District

"One of Attuned's greatest strengths is its human capital. We're able to work with individuals who have practical knowledge of the work, possess enthusiasm for the work, are personable, and are professional. The entire suite of strategic planning tools and resources has been beneficial. The utility of these has staying power. State and system leaders are utilizing them for continuous improvement efforts."
- Jennifer Tuttleton, Deputy Assistant Superintendent, Louisiana Department of Education

"[One of Attuned's greatest strengths is] Leveraging diverse voices and data perspectives to bring clarity and coherence to the instructional work of large school districts is significant. Attuned Partners is bold in their focus on closing the opportunity gap for students with HQIM...The team is highly knowledgeable and created many opportunities for group think and collaboration. We always walk away from the meetings feeling smarter about the research and best practices while working on our own problems of practice."
- Dr. Michelle Broughton, Deputy Chief Academic Officer, Dallas ISD

"The professionalism, candor, and overall support Attuned has provided my district is of such quality. My district accepts their feedback and TRUSTS the work. Attuned KNOWS my staff, their challenges and recognizes what it will take to move the needle. They present with honesty but without a threatening approach. Leaders look forward to speaking with presenters. I have ZERO complaints. I would keep Attuned for as long as we can!! I want the organization to recognize the level and depth of knowledge of their staff. I am Fascinated and always inspired by their work."

- Paula Deacon, Superintendent, Leominster Public Schools



The Excel Center

REVISED Proposal for Growth Planning

APRIL 2025

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GET IN TOUCH

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Context

The Excel Center Texas recently celebrated its ten-year anniversary of service as an adult high school organization. Since its pioneering launch first as a legislative pilot and then as a Subchapter G charter in 2015, it has grown to 7 campuses with 1,200 students, with 2 community schools in Austin and 5 justice education schools in correctional facilities through a partnership with the Windham School District. The Excel Center's impact in Texas is clear, and builds off the National Excel Center's proven model, started in Indiana in 2014. Across all schools the core tenets include whole person support, personalized coaching, and college and career preparation. Excel Centers across the nation work together as collaborative partners.

At this time the Excel Center is currently considering further expansion - in metropolitan and rural areas of Texas, and has been approached by other Goodwill Centers in the state who are eager to broaden their impact and include the Excel Center in their territory agreements. Additionally the Goodwill Center of Central Texas, the Excel Center's Goodwill partner, recently underwent a long-term strategic planning process and is seeking a 9 year vision for the Excel Center.

Bellwether would be delighted to support The Excel Center in this effort. The following outlines our proposed areas of focus and approach to lead Excel Center's growth planning in collaboration with the Center's leadership team and a programmatic planning partner. We'd be happy to further refine as needed.

The proposal below is for 15 weeks of growth planning. We've adjusted the team size to reflect the more targeted scope. In addition there are a number of activities that we will do in a lighter touch fashion given that they are critical inputs to growth (such as team member interviews on the current state) and cannot be removed from the proposal entirely due to interdependencies between the growth and program work. Implicit in the initial proposal was an assumption that we would support Board engagement; overall this proposal decreases the depth of stakeholder engagement outside of the Steering Committee, including Board engagement. Lastly, we've called out a number of places where we will need the Excel Center team to play a critical role in bringing and elevating insights from the program stand of work and are excited to partner with you and your programming partner to do so effectively.

Key Questions

Bellwether is well positioned to support The Excel Center through this work and is excited to engage with the team through a process that would seek to answer the following questions:

1. **Landscape Assessment:** Where is there the greatest need for the Excel Center's model? What is the population of adults that don't have a high school diploma in each of the geographies the Excel Center is considering? What are workforce needs in each of those areas? What other organizations are currently providing services to the adult student population? How do funding sources vary in each of these potential geographies? How might the Excel Center consider expansion of the community school model relative to the justice education campuses?
2. **Growth Options:** How have other Excel Centers nationally expanded their impact? Via what mode of growth will The Excel Center be most successful in extending its impact? What are the growth options under consideration? What are the benefits, drawbacks, and risks associated with each option? How does each option align to the Goodwill Center of Central Texas strategic plan?
3. **Vision for Growth:** What is the Excel Center's growth vision for the next 3-5 years?
4. **Growth Plan and Greenlighting:** Aligned to its vision, what is The Excel Center's plan for growth in the next 3-5 years? How can The Excel Center's board and leadership utilize greenlighting criteria to minimize risk and support growth with quality? What are the most likely scenarios the Excel Center should consider?
5. **Strategic Priorities and Initiatives:** What is the narrow set of priorities that it most makes sense for The Excel Center to focus on in the coming years in service of its longer-term vision and growth? What programmatic priorities must be included on this list (coming from the program workstream)? What key activities, or initiatives, will be required to accomplish each priority?
6. **Network Model and Org Structure:** How will the Excel Center adapt its model to support new schools? What must be common across all The Excel Center schools? Where can a new school tailor its approach to best meet the needs of students and community? What services will be provided to all schools via the Excel Center? What implications do these choices have on a network-level org structure/ capacity needs?
7. **Financial Scenario Planning:** What resourcing and investments will be required to implement the plan successfully? What are the financial implications of each scenario (e.g., differences in facility costs)? What implications does this have for ranges of philanthropic need?
8. **Implementation Plan:** How will The Excel Center Austin sequence implementation of priorities, initiatives, and plans for growth? What milestones and metrics will The Excel Center Austin monitor to ensure successful implementation of the plan?

Approach

Bellwether's Approach to Strategic Planning

Bellwether's approach to strategic planning anchors on the principle that the purpose of planning is to:

- Make decisions about what an organization will and will not do to advance progress against measurable goals;
- Articulate the roadmap of actions and required resources (time, talent, money, systems, and partners) to successfully execute on those decisions over a specific timeframe; and
- Clearly communicate what those decisions are and why they were made to serve as an internal playbook and external pitchbook.

We anchor our work in three important core beliefs:

- **Sharing power in decision-making is critical for impactful strategic planning:** We work with clients on a planning process that creates opportunities to share power, provide clarity in decision-making, and imprint their values.
- **Stakeholder engagement is essential:** Community-centered design means that stakeholder engagement is authentic and meaningful, and includes the teams who are accountable for the change and community stakeholders who will drive the work.
- **Both narrative stories and facts inform the foundation for effective strategies:** It is important to build a fact-base (including narrative storytelling) that stakeholders agree on and that can form a foundation for decision-making.

Bellwether's Approach to Supporting The Excel Center Austin

We propose partnering with The Excel Center Austin over 15 weeks in three phases to build an understanding of The Excel Center Austin's current state and the adult education landscape, to surface opportunities for The Excel Center Austin to deepen its impact and strengthen the organization, and to prepare The Excel Center Austin to implement the plan.

Phase 0: Prepare for Project Launch - 1 week

For at least a week before the official launch of the project, the Bellwether team will prepare for the engagement and ensure alignment with The Excel Center Austin's Project Lead(s). During

this phase, we will put in place project management tools and communications structures to support our work together.

Key Activities

- Conduct an **initial kickoff meeting** with the Project Lead(s) to set up the project management structure, align on roles and expectations (including standing up the Steering Committee), and identifying the critical inputs that will need to be shared from the program planning process as well as key points of integration
- Develop and share an initial **data request** to support the Bellwether team in getting up-to-speed on The Excel Center Austin and to inform the work in Phase 1
- Create a **work plan** articulating work modules and key milestones over the project timeline
- **Schedule key project touchpoints** over the duration of the engagement

Phase 1: Build the Factbase and Growth Options - 6 Weeks

In our first phase of work, Bellwether will help The Excel Center Austin to quickly assess its current state and readiness to grow, analyze the landscape to understand areas of need and opportunity, and identify the set of growth options for The Excel Center Austin to consider.

Key Activities

- **Formally launch the work with a (virtual) Steering Committee meeting**, gathering reflections on The Excel Center Austin's current strengths, areas of opportunity or challenges, and vision for impact/ growth.
- **Gather context on The Excel Center Austin's current state, with an eye toward readiness for growth:** Bellwether will synthesize inputs from the program planning process, do some light data analysis, and conduct a targeted number of interviews to build perspective on areas of strength to leverage and opportunities or challenges to address in its strategic plan across a number of dimensions (academics, talent, operations, finance, etc.). Our assessment will be informed by:
 - Document review/ data analysis (e.g., academic performance by sub groups, financial health)
 - 2-4 virtual interviews with network level stakeholders who can speak to the strengths and challenges of internal systems as the Excel center Austin grew to 7 schools and the differences in community school campuses relative to justice education campuses
- **Conduct a landscape** assessment of prioritized growth opportunities - specifically in San Antonio, Houston, Dallas, and further growth in Austin to understand estimated adult student population, workforce needs, existing community resources for adult students, and local funding sources. We would launch this analysis leveraging existing research

conducted by the Excel Center Austin or other local partners and supplement with our own desk research. The goal of this analysis would be to support identification of highest potential pathways for growth for The Excel Center Austin and relevant pros/ cons/ considerations for each.

- **Interview 3-5 stakeholders with meaningful perspectives on landscape options** to gather tailored input on potential growth paths for The Excel Center Austin and relevant pros/ cons/ considerations (including financial implications of each potential path). This could be charter school experts such as the Texas Public Charter Schools Association, potential funders, and intermediary organizations in each landscape.
- **Research the expansion of other Excel Centers or similar models nationally** via desk research and 2-3 interviews. Understand what critical factors enabled the organization's successful growth.
- **Review Program Planning output** via interviews and document review to integrate program insights into the overall strategic factbase *Note: ideally program planning launches a few weeks prior to our work together.*
- **Construct a factbase**, combining the sources of insight above, that summarizes The Excel Center Austin's areas of strength, opportunity, and potential pathways for growth. *Note: Programmatic elements of this fact base would come primarily from the Excel Center Austin's team.*
- **Develop a targeted set of growth paths/scenarios** that align to The Excel Center Austin's intended impact goals, grounded in findings and considerations from the factbase.
- **Facilitate a (virtual) 2-3 hour working session with the Steering Committee** to review the factbase and discuss implications for The Excel Center Austin's go-forward strategy, including identification of the highest potential growth scenarios The Excel Center Austin may pursue.

Phase 2: Develop the Strategy - 6 Weeks

In the second phase of work, Bellwether would partner closely with The Excel Center Austin to build out the detail of its strategic plan and growth path(s), as well as the associated infrastructure needed to execute on the plan. Bellwether would also support The Excel Center Austin in scenario analysis to determine the potential financial implications of various growth scenarios.

Key Activities

- **Refine the most likely growth scenarios The Excel Center Austin may pursue**, given findings from the Phase 1 factbase and initial input from the Steering Committee. These paths would consider the total scale, timeline, and type(s) of growth.

- **Build a set of strategic priorities that will enable the Excel Center Austin to achieve the desired growth paths.** In close collaboration with the The Excel Center Austin team, work to:
 - Articulate what success will look like, and how it will be measured
 - Define the set of initiatives that must be executed to achieve success
 - Identify the resources/ investments required to implement
 - *Note: Bellwether will need the Excel Center team or the program team to build out program priorities in depth and confirm alignment to the program planning process*
- **Co-create a set of greenlighting and opportunity assessment criteria** that The Excel Center Austin (particularly its leadership team and Board) can use to make decisions about potential growth opportunities that arise over the course of the strategic plan. These criteria will consider The Excel Center Austin's readiness to grow at a given point in time as well as what must be true about a given opportunity for it to be considered a strong fit for The Excel Center Austin.
- **Define The Excel Center Austin's future state network model and high level central office organizational structure**, including:
 - Identifying what will be standardized across the network vs. customized for each campus/ community, building from the Excel Center's current approach across campuses
 - Articulating the supports/ resources the central office will provide to each campus
 - Defining the set of roles and capabilities needed on the central office team to support the above
 - Coordinate with the Excel Center Austin team and the program planning process to ensure that the shifts to org structure as a result of network model are aligned to the planned shifts to support program
- Partner closely with The Excel Center Austin's Finance lead to **develop a flexible financial model based on cost and revenue drivers that will enable the team to explore a number of financial scenarios** that consider:
 - The resources/ investments needed to execute The Excel Center Austin's strategic priorities, regardless of growth path
 - Financial implications of different paths/ timelines for growth, including, most critically, impacts of different facility cost situations
 - Summary of overall network revenue, cost, and philanthropic need for each scenario

Note: For this workstream, Bellwether envision's The Excel Center Austin's Finance team playing the lead role in building/ managing the tool (which may already exist) and projecting baseline cost/ revenue for expansion while Bellwether would support in providing assumptions and inputs related to resource/ investment and growth scenario implications. Inputs for programmatic initiative costs and team capacity requirements will come from the program partner's work.

- **Facilitate a (virtual) 2-3 hour working session with the Steering Committee** to align on the final growth vision , target growth path(s), and strategic priorities, provide input on the high level enabling systems and structures (e.g., greenlighting criteria, network model/ org structure), and discuss implications of the financial scenarios.

Phase 3: Plan for Implementation - 2 Weeks

In the final phase of work, Bellwether's primary objective is to ensure The Excel Center Austin is well-equipped to successfully implement the growth plan, including communicating the plan and supporting detail to a range of internal and external stakeholders (including funders).

Key Activities

- **Finalize the growth plan** (including enabling systems/ structures and financial scenarios) based on feedback from the Steering Committee.
- **Develop a high-level implementation roadmap** that charts the key initiatives, metrics, and milestones for the duration of the strategic plan period.
 - *Note: The Excel Center Austin team and the program planning process will need to build out detailed implementation for program priorities, as well as weigh in on sequencing and capacity across priorities.*
- **Codify the strategic plan** in a PowerPoint document that can be used with internal and external stakeholders to communicate decisions made (including vision for impact/ growth, strategies to achieve it, and organizational and financial implications) and generate buy-in and support.
- **Conduct a handover meeting with the Project Lead(s)** to ensure readiness to move from planning to implementation of the strategic plan.

Project Deliverables

- **Growth Plan:** a PowerPoint document that outlines The Excel Center Austin's 3-5 year priorities and growth vision, and support in identifying how to tailor the document for use with different internal vs. external audiences.
- **Implementation Roadmap:** high-level summary of the timeline, sequencing, and key milestones associated with The Excel Center Austin's priorities and initiatives.
- **Flexible Financial Model:** a set of assumptions/ inputs related to resource/ investment and growth scenario implications, to be used by The Excel Center Austin's Finance team in modelling growth plan scenarios.
- **Factbase:** a PowerPoint document that summarizes primary and secondary research informing a synthesis of The Excel Center Austin's strengths, opportunities, and potential growth paths.

- **Documentation and facilitation of 2-3 Steering Committee working sessions:** materials creation and facilitation of a kick-off meeting and two longer working sessions designed to ensure stakeholder alignment and engagement.

Roles and Responsibilities

Bellwether's role is to be a trusted, credible, and highly collaborative partner to the organizations we serve. We deeply engage with, ask questions of, and listen to our clients to understand the nature of the decision(s) they are seeking to make, and what critical data and dialogue would enable them to make decisions that align with their values.

Based on this common understanding, Bellwether organizes and leads the planning process, conducts the heavy lifting of research and analysis, and structures the series of working sessions required to drive decision-making. We work closely with leadership and key stakeholders throughout this process to share what we are learning and the implications it may have on their strategy. We then serve as critical friends to our clients as they develop and seek to test their emerging strategic decisions.

At the same time, we expect our clients' leadership team and board to be important thought partners throughout the process, to look critically at current assumptions and strategies and, at times, make tough trade offs. In our experience, several types of client roles will be necessary to drive a successful process. In advance of the project, we would work with The Excel Center Austin to identify the following roles:

Project Lead(s): Upfront, the project lead(s) will be most directly involved with facilitating information flow, including introductions to the Steering Committee and The Excel Center Austin community members and groups that will participate in interviews and focus groups; focus will then shift to reacting to draft output, providing feedback around emerging insights and project direction, participating in phone calls and working sessions, and debating implications and recommendations. We suggest scheduling weekly status calls to cover a combination of process and content updates and jointly shape the work alongside our team. We would expect a 2-3 hour weekly time commitment on average, with more at the launch of the project and in the lead-up to any major meetings or working sessions. The Project Lead will be critical in drawing connections between the Program Planning work and the Growth Planning work.

Steering Committee: In addition to the Project Lead(s), the SteerCo should include a small set (3-4) of additional decision-makers who will play a significant role in reviewing data analysis and assessments, pressure testing emerging insights, discussing options for priority action steps, and then defining the path forward. This team engages in co-creation of materials and provides the most input and feedback to the process and the content, and should be available for regular touch-points throughout the work. They will then play a significant role in creating buy-in for the

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go-forward strategy. The time commitment for members will be approximately two hours of preparation and then participation time for the working sessions - which will likely be 2-4 hours long each. Bellwether and The Excel Center Austin can determine together the best configuration of the group as well as the appropriate meeting focus and cadence if relevant.

Board: We would work with the Project Lead(s) to determine the best approach to Board engagement and explore having board member representation on the Steering Committee.

Other key stakeholders: As noted, we will request time and input from other stakeholders (e.g., institutional partners, the Goodwill of Central Texas, others), throughout the process. We will plan together how to best use their time, and the best methods to gather their input. These voices are critical to the success of the plan.

About Bellwether

Bellwether is a national nonprofit that exists to transform education to ensure systemically marginalized young people achieve outcomes that lead to fulfilling lives and flourishing communities. Founded in 2010, we work hand in hand with education leaders and organizations to accelerate their impact, inform and influence policy and program design, and share what we learn along the way. For more, visit bellwether.org.

Forward Thinking. Forward Moving.

Bellwether envisions a world in which race, ethnicity, and income no longer predict opportunities and outcomes for students, and the American education system affords all individuals the ability to determine their own path and lead a productive and fulfilling life. We provide direct services to organizations to deepen and accelerate their impact, and we amplify insights and ideas to reach beyond the clients we serve directly. Our direct service work focuses on strategy and growth planning, academic strategy, policy analysis and research, program evaluation, and capacity-building support.

Our Strategic Advising practice advises leaders and organizations on their most pressing strategic, program, and operational issues. Our work ranges from supporting entrepreneurs through business plan development, to partnering with established organizations on growth and performance improvement, to assessing new opportunities for impact as the education field evolves.

We help our client partners to fully engage their internal and external stakeholders to make decisions that incorporate varied perspectives and the lived experiences of those most proximate to the challenges and opportunities that our clients seek to address. We also bring varied expertise and multiple perspectives on how to achieve progress on education's most complex problems and long-standing inequities.

Our team of 100+ includes a mix of leaders with operating experience in education and other social systems, and former private sector consultants. We blend education leadership with proven strategic planning tools, analysis, project management, and creativity to lead teams through thoughtful, inclusive decision-making that ensures strategic plans are bold but pragmatic and that our clients have real ownership of the results.

Our experience as leaders in education minimizes our learning curve and maximizes our understanding of the issues our clients must confront. Our staff have served as leaders with nonprofits, charter schools, district schools, state and federal departments of education, and regional and national philanthropies seeking to advance outcomes across early childhood, K-12,

postsecondary and workforce.

Relevant Projects and Experience

- **We know and understand charter strategy and performance:** Bellwether has supported more than 100 different single site charters and Charter Management Organizations (CMO's) at every stage of growth and operation (from new charter incubation through expansion of large regional and national networks), addressing a wide range of critical issues such as school model design and program improvement, planning for growth, financial modeling, developing talent pipelines, and organization design. We also bring an understanding of the external policy and contextual factors that affect charter creation, success, and growth. Our team also draws on our own significant on-the-ground experience with charter schools as school and network leaders of high-performing CMOs, as teachers at charter schools, as charter school funders, as charter school researchers, and as charter school board members. We are well-versed in the challenging external environments in which charters operate and the strategic and organizational considerations for charters to grow in size, success, and sustainability.

We have worked with both single-site/regional charter networks and large national networks. A sample of our single-site charter clients include: Prodeo Academy (Minneapolis, MN), Washington Latin (Washington, DC), DC International School (Washington, DC), Elan Academy (New Orleans, LA), MATCH Education (Boston, MA), Beta Academy (Houston, TX), and Cristo Rey High School-Minneapolis. A sample of our larger regional/national network clients include: Aspire Public Schools, Achievement First, Harmony Public Schools, LISA Academy, Denver School of Science and Technology, Green Dot Public Schools, KIPP Foundation (and various KIPP regions), RePublic Schools, Rocketship Education, and YES Prep Public Schools. A component of our support is often starting from understanding the current state, celebrating strengths, and developing a set of priorities to help organizations further live into their mission and vision.

- **We know the Texas context deeply** - Bellwether has worked with a wide variety of clients in Texas over the past 10 years, giving us strong grounding in the Texas context today. We have led three major strands of work in the state. First, we have supported charter management organizations (CMOs) of all sizes and at all stages of growth. We have partnered with most of the large, high-performing CMOs, including Harmony Public Schools, International Leadership of Texas, KIPP Texas, Uplift Education, and YES Prep Public Schools, on significant strategic planning and/or improvement efforts. We have also worked with nearly a dozen small operators (e.g., Compass Rose Public Schools, Beatrice Mayes Institute, Amigos Por Vida Friends for Life Charter School) seeking to grow unique models across the state, in partnership with the Texas Public Charter Schools Association. Second, we have been a partner to the Texas Education Agency (TEA) — and numerous school districts across the state — through three multiyear efforts:

System of Great Schools (SGS), the Texas Charter Schools Incubator (TCSI), and the Resilient Schools Support Program (RSSP). Through these programs we partner deeply with small and mid-sized LEAs with a focus on instructional recovery planning and implementation support. Third, we have supported a range of nonprofits (e.g., human capital and teacher preparation organizations, postsecondary access and success organizations), intermediaries, foundations, and collaboratives that are expanding impact across the state. Our partners have included Commit!, Educate Texas, Good Reason Houston, the National Math and Science Initiative, Relay Graduate School of Education, and Urban Teachers. A number of our team members are based in Texas, bringing lived experience as teachers, school leaders, instructional coaches, network leaders, funders, and board members.

- **We have deep and broad expertise in strategic planning.** Since 2010, we have supported hundreds of education organizations (schools, districts, direct service nonprofits, instructional materials and professional learning organizations, state agencies, philanthropic foundations, etc.) in the early childhood-through-postsecondary education space to define strategic plans. From this experience, we have learned the importance of:
 - Rallying organizations around a clear, compelling vision and set of goals,
 - Ensuring strategic decisions are made in the context of rich data; this includes looking internally at organizational strengths and weaknesses and externally at the broader policy/practice landscape and at other leading organizations,
 - Tailoring strategic plans to organizations' unique stage of development and ensuring that existing efforts and initiatives are appropriately integrated (to avoid parallel strategies), and
 - Building out the details of the strategic plan, including a level of detail and rigor in organizational model/structure development, financial model revision, and implementation planning that often surprises our clients.

These plans are often used to achieve multiple purposes for organizations: prioritize and articulate a clear vision for the future, provide an aligned path to implementation for internal teams, and serve as a rallying tool for external support (including fundraising). Many of our strategic planning projects support existing organizations in considering new offerings, new market segments, changes to their program model, new geographies, and/or evolved business models. While we bring proven processes, tools, and best practices, our core value of "tailored excellence" means we customize our support based on client needs and the issues at hand.

For a full list of Bellwether clients, many of whom we have supported in strategic planning, [see here](#). We'd be happy to provide more information about specific projects upon request.

- **We bring both operator and strategic planning expertise.** With more than 140 years of combined experience leading and sustaining great schools, districts, and charter networks, our Academic and Program Strategy team offers a range of services to support system leaders, school leaders, and the students they serve. We know firsthand the everyday challenges and constraints that school leaders face. We know what it takes to build staff alignment and focus around the most important levers for change.

Our range of services include:

- Strong Starts: We help new schools build a foundation for strong programmatic results to help all students succeed.
- Good to Great: We help established schools close the gap between students' current performance and their potential.
- Growing With Quality: We help high-performing schools codify and strengthen programmatic systems and scale their impact.
- Implementation Support: We help leaders implement new strategies and build a culture of data-driven reflection and learning, including through capacity building.

We prioritize collaboration, working hand in hand with clients to customize and implement data-driven, actionable plans that accelerate student success. We offer support for single organizations/schools and cohorts as well as one-on-one executive coaching.

Examples of clients in this area include: Green Dot Public Schools, Harmony Public Schools, Opportunity 180, Clark County School District, Lighthouse Community Public Schools, Albemarle County Public Schools, and KIPP.

Team

Bellwether's greatest strength is our team's experience and expertise in education and other pursuits. Our experts have served as leaders of education organizations, teachers, school leaders, policymakers, government officials, consultants, and advisers in the public and private sectors.

Our team's assignments depend on both expertise and availability, and they may shift pending final confirmation of the project and anticipated project launch. If a specific team member is no longer available upon confirmation, Bellwether has a bench of more than 100 employees as well as contractors who can support this work. We envision putting a team together with a similar profile to the following:



Mary Wells
Project Adviser

Mary K. Wells is a co-founder and managing partner at Bellwether. Mary splits her time between leading the day-to-day operations of Bellwether and working with organizations to provide strategic advising support, supporting countless education organizations, particularly charter networks, to deepen their impact, navigate growth, and plan for the future. Prior to launching Bellwether, Mary led STEM and new school investments for the Texas High School Project (now Educate Texas), where she was a founding team member overseeing STEM education and new school models. Mary has recently returned to Texas and is a proud San Antonio resident.



Nithya Rajan
Project Lead

Nithya Rajan is a partner at Bellwether in the Strategic Advising practice area, supporting charter school clients and talent development and professional learning organizations. Prior to joining Bellwether, Nithya worked at the KIPP Foundation, where she launched a Knowledge & Impact function. Nithya also served as vice president of strategic planning at Green Dot Public Schools in Los Angeles. Nithya has supported a number of Texas-based organizations as the project manager of TEA's Texas Charter School Incubator.



Caitlin Piccirillo-Stosser
Project Consultant

Caitlin Piccirillo-Stosser is a senior consultant at Bellwether in the Strategic Advising practice area. Prior to joining Bellwether, Caitlin worked at The Home Depot Pro as a senior financial analyst on the merchandising finance team. She also interned with Tutored by Teachers, an education technology startup focused on closing the achievement gap with virtual, small-group tutoring. There, Caitlin designed and executed a new, scalable process for teacher payments for the organization's school engagements. Caitlin holds an MBA from the Yale School of Management and bachelor's degrees in economics and public policy studies from the University of Chicago.

Budget

Bellwether estimates budgets based on the staff time required to deliver the scope of work described at Bellwether's high standard of quality.

Weekly meetings with Project Lead(s) are typically virtual. Bellwether will discuss with the The Excel Center Austin team about whether an in-person Steering Committee meeting could be valuable, which would entail travel costs of ~\$3K not reflected below

Phase	Cost
Phase 0 and 1 – 7 weeks	\$52,800
Phase 2 – 6 weeks	\$46,900
Phase 3 – 2 weeks	\$10,100
Subtotal	\$109,800
We would like to offer a 10% discount across all phases of work to reflect our interest in supporting enduring clients, charter school networks, and special populations.	(\$10,980)
Total	\$98,820

Timeline

We will plan to start the work in mid- June or early July in alignment with The Excel Center's suggested timeline and complete it by mid-October.

Phase	Phase 0	Phase 1			Phase 2			Phase 3
Date / Start Week	6/16	6/30	7/14	7/28	8/11	8/25	9/8	9/22
Weeks	0-1	2-3	4-5	6-7	8-9	10-11	12-13	14-15
Pre-work for project launch								
Phase 1: Information Gathering								
Phase 2: Plan Development								
Phase 3: Implementation								

Disclosures

In keeping with Bellwether's transparency policies, all present, and past clients are listed on our website, and we may, at any time and for any reason, disclose the existence of this client relationship. However, all proprietary The Excel Center Austin materials and information will be held in the strictest confidence, and all personnel working on this project will be under confidentiality agreements relating to the specifics of the work.

Bellwether is a strictly non-lobbying/non-representative organization. We work for our clients, but we do not represent them or speak on their behalf. At no time during this engagement will any Bellwether team member or contractor engage in any work that would require a lobbying disclosure pursuant to any federal, state, or local statute or regulation. In addition, Bellwether will not represent or purport to represent The Excel Center Austin in any venue — private or public.

Although we have attorneys on our team, Bellwether is not a legal services organization, and we do not provide legal advice under any circumstances. Our organization and our staff cannot and will not enter into any attorney-client relationships. None of our advice should be construed as advice from an attorney, and there should be no presumption of any special legal privilege.





LEASE AGREEMENT

Terms

The primary term shall commence on September 1, 2025, and expire on August 30, 2026. There are two (2) options to extend the term for twelve (12) months each.

Date Effective: September 1, 2025

Approximate Lease Square feet:

5,958 square feet usage for General Operations

Monthly Rent: \$9,497.00

Annual Rent: \$113,964.00

Square ft rate: \$1.59

Payments Due 1st day of each month (as per section 4.1B "Monthly Rent"):

Commencement Date: September 1, 2025

Landlord: American YouthWorks

Contact: Parc Smith, Chief Executive Officer

Address:

1901 E. Ben White Boulevard

Austin, TX 78741

Phone: 512.744.1900

Tenant: Goodwill Industries, dba The Excel Center for Adults

Contact: Theresa Rappaport

Superintendent

Address:

1015 Norwood Park Blvd.

Austin, TX 78753

Phone: 512.531.5500

ADDRESS: 1901 EAST BEN WHITE BOULEVARD AUSTIN, TEXAS 78741 PHONE: 512.744.1900

This Lease Agreement ("Lease") is made and entered into by and between American YouthWorks, a Texas 501(c)(3) non-profit corporation ("Landlord"), and Goodwill Industries, a Texas 501(c)(3) non-profit corporation ("Tenant").

SECTION I RECITALS

1.1 PROPERTY DESCRIPTION

Landlord is the owner of certain real property described as Lot 1, Block A, Amended Plat of Lots 1, 2 and 3 South Park Retail Center, Travis County, Texas ("Property").

1.2 FACILITY DESCRIPTION

Located on the Property is a building containing approximately 32,000 square feet of space with a standard street address of 1901 E. Ben White Blvd., Austin, TX 78741, and a paved parking areas on the north and south side of the building (collectively, the "Facility"). The building that is part of the Facility is currently divided into multiple classrooms, office, and other areas.

1.3 TENANT'S DESIRED USE OF DEMISED PREMISES

Tenant is an open-enrollment charter school, and desires to lease certain premises on the Property and within the Facility for the sole purpose of operating an open-enrollment charter school, educating such total number of students as may be approved by the Texas Education Agency ("TEA") for occupancy, to occupy the Demised Premises (as defined below) for use by the school.

1.4 DESIRE TO LEASE

Landlord desires to lease such Demised Premises to Tenant, Tenant desires to rent such Demised Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

SECTION II DESCRIPTION OF LEASED PREMISES

2.1 LEASED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, use of approximately 5,958 square feet of space of the Facility as depicted on Exhibit A ("Demised Premises").

2.2 CONSTRUCTION OF IMPROVEMENTS:

A. Improvements:

Tenant Initials _____ Landlord Initials _____

Landlord will Lease the Property, Facility, and/or Demised Premises as is.

Should Tenant desire to make improvements to accommodate their use of the Facility, written permission must be requested and approved before the start of improvements, see 5.8. Also, as stated in 5.7, A., “At the time this Lease ends, Tenant will surrender the Demised Premises in the same condition as when received, except for normal wear and tear or damage by fire or other casualties.”

B. Financing:

Landlord is not required to finance any of the proposed Improvements. Financing is not required for Tenant to complete the Improvements.

C. Ownership:

Any Improvements to the Property, Facility, and, or Demised Premises installed by either party during the Term of this Lease will become Landlord's property at the time such Improvements are made.

D. Consent:

All plans for construction/repairs and costs incurred to complete such work must be at Tenant's expense and agreed upon and signed by Landlord and Tenant prior to any work being started. See 5.8.

E. Construction Quality:

All construction required by this section will be performed by trained and qualified persons in a proper worker-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers, etc.).

F. Landlord Inspection:

Landlord may, at reasonable times during construction, inspect the structure of the improvements. Landlord may object to any deficiencies in the completion of the improvements by providing specific written notice to Tenant, and Tenant will promptly cure the defects.

G. Certificate of Occupancy ("CO") and Special Use Permit ("SUP"):

Tenant is responsible for obtaining a CO or SUP for the Demised Premises if required by a governmental body.

H. Definition of "Days":

Any reference herein to "days" shall mean calendar days.

Tenant Initials _____ Landlord Initials _____

SECTION III TERM OF THE LEASE

3.1 TERM

The term of the lease shall commence on September 01, 2025 ("Commencement Date") and end on August 31, 2026 ("Expiration Date."). Tenant has the option to extend the term of this Lease for two (2) separate periods of twelve (12) months each.

3.2 DELAY OF OCCUPANCY DUE TO HOLDOVER

If Tenant is unable to occupy the Demised Premises on the Commencement Date because of a prior Tenant's holding over of the Demised Premises, Landlord will not be liable to Tenant for such delay, and this Lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant can occupy the Demised Premises, and the Expiration Date will be extended by a like number of days so that the length of this Lease remains unchanged. If Tenant is unable to occupy the Demised Premises after the 30th day after the Commencement Date because of a prior Tenant's holding over of the Demised Premises, Tenant may terminate this Lease by giving written notice to Landlord before the Demised Premises become available to be occupied by Tenant. Landlord will refund to Tenant any amounts paid to Landlord by Tenant. Paragraph 3.2 does not apply to any delay in occupancy caused by construction on the Demised Premises to be completed by Landlord, cleaning, or repairs.

SECTION IV RENT

4.1 RENT

A. Definition:

All sums payable under this Lease, whether denominated as rent or not, shall be considered "Rent" for all purposes.

B. Monthly Rent:

- Commencement Date – September 1, 2025: NINE THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS AND ZERO CENTS.
- First 12-month Renewal – 5% increase over current rent or Market Rate as determined by Landlord.
- Second 12-month Renewal – 5% increase over current rent or Market Rate as determined by Landlord.

The first full payment of Base Monthly Rent is due to Landlord on or before the Commencement Date.

C. Prorated Rent:

Tenant Initials _____ Landlord Initials _____

If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as "Prorated Rent" an amount equal to \$312.23 per day. The Prorated Rent is due on or before the Commencement Date.

D. Triple Net:

All taxes, insurance, and maintenance relating to the Demised Premises and Common Areas are included in the Base Monthly Rent.

E. Place of Payment:

Tenant will remit all Rent due to Landlord under this Lease to the following person at the location stated or to such other person or place as Landlord may later designate in writing:

American YouthWorks
Attn: Tammy El-Tawil, Chief Financial Officer
1901 East Ben White Boulevard
Austin, Texas 78741

F. Method of Payment:

Tenant must pay Rent due to Landlord timely without demand deduction, or offset, except as permitted by law or this Lease. If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord, after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this Lease in certified funds. The paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

G. Late Charges:

If Landlord does not receive the full Rent payment at the designated place of payment within ten (10) days after the date it is due. Tenant will pay Landlord a late charge equal to five percent (5%) of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of Rent and Landlord's acceptance of a late fee does not waive Landlord's right to exercise remedies under Section 8.4.

H. Returned Checks:

Tenant will pay the charge incurred by Landlord at Landlord's financial institution plus \$35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

4.2 SECURITY DEPOSIT

A. Security Deposit:

N/A during the term of this lease.

B. Amounts Owed by Tenant:

Landlord may apply the Security Deposit to any amounts owed by Tenant under this Lease. If Landlord applies any part of the Security Deposit during the Term of this Lease to amounts owed

Tenant Initials _____ Landlord Initials _____

by Tenant, Tenant, within ten (10) days after receipt of written notice from Landlord, must, together with a detailed explanation of expenses paid with the Security Deposit, restore the Security Deposit to the amount stated above in Section 4.2.A.

C. Refund of Security Deposit:

Within thirty (30) days after Tenant surrenders the Demised Premises and provides Landlord written notice of Tenant's forwarding address, Landlord shall refund the Security Deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this Lease, together with a detailed explanation of expenses paid with the Security Deposit.

4.3 UTILITIES AND HVAC

A. Apportionment of Utilities:

The party designated below will pay for the following utility charges to the Demised Premises and any connection charges for the utilities.

1. Landlord:

Landlord shall be responsible for paying for the following:

- a. Water,
- b. Sewer,
- c. Electric,
- d. Gas,
- e. Trash Removal/Recycling
- f. All other utilities not designated in either this Paragraph 4.3.A.1. or Paragraph 4.3.A.2. below.

2. Tenant:

Tenant shall be responsible for paying the following:

- a. Extraordinary Utility Bills - Landlord reserves the right to review utility bills for any out of the ordinary increase in usage and charge Tenant accordingly, as additional rent. Such payment will be made to Landlord within 30 days after delivery of an invoice by Landlord. Landlord will provide utility bills showing increased usage.
- b. Internet – Tenant shall provide their own internet.

B. Payment Method:

The party responsible for the charges under this section will pay the expenses directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant chooses the provider, any access or alterations to the Property, Facility, or Demised Premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible for paying and Landlord pays such amount, Tenant will immediately, upon written notice from Landlord, reimburse Landlord such amount.

C. Availability of Utilities:

Tenant Initials _____ Landlord Initials _____

Tenant should determine if all necessary utilities are available to the Demised Premises and are adequate for Tenant's intended use.

D. HVAC Services:

"HVAC Services" means heating, ventilating, and air conditioning of the Demised Premises. Landlord will provide the HVAC Services to the Demised Premises during the Normal Business Hours specified under Section 5.2 at no additional charge and will, at Tenant's request, provide HVAC services to the Demised Premises during other hours at Landlord's after-hours service rate. Tenant will comply with Landlord's procedures for requesting additional HVAC services under this paragraph as detailed by Landlord after commencement of this Lease.

E. Utility Construction:

Tenant will not waste the utility services and will only consume utilities reasonably necessary for Tenant's operations.

SECTION IV TENANT'S DUTIES

5.1 PERMITTED USE

Tenant shall be entitled to use the Demised Premises only for the operation of an open enrollment charter school and for school-related activities and events. Tenant will have exclusive use of the Demised Premises, subject only to Landlord's right of access granted herein. Within the Demised Premises, Tenant's use may include social events, extracurricular activities, fundraising events, school-affiliated entity events, and other meetings and activities related thereto. Such school and school-related events may be open to Tenant's officers, employees, volunteers, students and their families and friends, invitees of such persons, and the general public as may be allowed or required by applicable law. All such meetings, events or activities may be conducted in the Demised Premises without requiring the consent of Landlord, but providing sufficient notice to ensure Facility is presentable and other programs have knowledge of building use, and to not interfere with Landlord's normal business operations. See section 8.30 regarding Spokesperson Privileges and media on site.

5.2 HOURS

Tenant will operate and conduct its business in the Demised Premises during business hours that are typical of an open-enrollment charter school, including but not limited to, Monday through Saturday, 7 a.m. to 7 p.m. CST ("Normal Business Hours"). If Tenant wishes to expand hours of operation for night classes, Tenant must provide written request to amend this lease for Landlord consideration of potential impacts.

5.3 LEGAL COMPLIANCE

A. Prohibited Use:

Tenant may not use or permit any part of the Property, Facility, or Demised Premises to be used for:

Tenant Initials _____ Landlord Initials _____

1. Any activity that interferes with any other Tenant's normal business operations or Landlord's management of the Property;
2. Any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters; or
3. The permanent or temporary storage of any hazardous material, provided, however, chemicals typically used for non-collegiate educational teaching and non-research purposes. Such compounds may be maintained on-site for use in science instruction provided they are stored:
 - a. In accordance with all applicable federal, state, and local laws and regulations;
 - b. In amounts that do not exceed any law governing the storage and handling of hazardous materials; and
 - c. In a safe and appropriate manner.

B. Hazardous Material:

"Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, dangerous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this Lease or later enacted.

C. Disclaimer:

Landlord does not represent or warrant that the Property, Facility, or Demised Premises conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the Demised Premises may be used as Tenant intends by independently investigating all matters related to the use of the Property, Facility, and Demised Premises. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the Property, Facility, or Demised Premises.

5.4 SIGNAGE

Prior written consent and approval by Landlord, must be obtained by Tenant before putting up any permanent signs. In no event may any signs installed by Tenant change the color, architectural treatment or appearance of the Property, Facility, or Demised Premises. Consistent with the foregoing, Tenant may put up permanent classroom and administrative office identification signs, achievement signs, bulletin and announcement boards, and signs providing directions to various parts of the Demised Premises.

Any posters, banners and, or decorations, whether in classroom areas, or Common Areas shall be affixed to walls in such a manner that they can be removed without damage (i.e., temporary), and shall be removed at the termination of this Lease. All signs, whether permanent or temporary, must comply with all local, state and federal rules, regulations and laws; and, Tenant will be solely responsible for obtaining the applicable permits for such signage before

Tenant Initials _____ Landlord Initials _____

construction or installation of the same. As to signs, posters, and boards that are located within the Demised Premises, Landlord's consent and approval will not be unreasonably withheld.

As to signs, posters, and boards that Tenant requests to be placed in the Common Area, Landlord shall be entitled to exercise more discretion as to whether to consent or approve of such signs. Landlord may place reasonable restrictions on the same, including but not limited to size, colors, content, requiring removal during third party events, and similar restrictions that may be deemed appropriate by Landlord. Landlord agrees to allow a temporary sign/banner during construction phase to be placed on the Demised Premises' building (e.g., Now Enrolling, Excel Center Charter School at AYW, Coming Soon, etc.)

With regards to permanent signs, poster, banners, decorations in classrooms or common areas, Tenant will ensure the Demised Premises is in the same condition when they move-out, as it was when they moved-in. See 5.7.1

5.5 ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet any part of the Demised Premises without Landlord's written consent. An assignment of this Lease or subletting of the Demised Premises by Tenant without Landlord's written permission is voidable by Landlord. If Tenant assigns this Lease or sublets any part of the Demised Premises Tenant will remain liable for all of Tenant's obligations under this Lease.

5.6 LIENS

Tenant may not do anything that will cause the title of the Property, Facility, or Demised Premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property, Facility, or Demised Premises, Tenant will respond within twenty (20) days after receipt of Landlord's demand:

- A. Pay the lien and have the lien released of record; or
- B. Take action to discharge the lien.

Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

5.7 MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. Move-Out Condition:

At the time this Lease ends, Tenant will surrender the Demised Premises in the same condition as when received, except for normal wear and tear or damage by fire or other casualties. Tenant will leave the Demised Premises in a clean condition free of all trash, debris, and personal property. Tenant will remove any hazardous materials and environmental contaminants that it brought onto the Demised Premises since the inception of this Lease.

B. Personal Property:

If Tenant leaves any personal property in the Demised Premises after Tenant surrenders possession of the Demised Premises, Landlord may:

Tenant Initials _____ Landlord Initials _____

1. Require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or
2. Retain such personal property as forfeited property to Landlord.

C. Definitions:

"Surrender" means vacating the Demised Premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. Removal of Fixtures:

By providing written notice to Tenant before this Lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property, Facility, or Demised Premises, any or all fixtures that were placed on the Property, Facility, or Demised Premises by or at the request of Tenant. Any fixtures, or installations that Landlord does not require Tenant to remove become the property of Landlord and must be surrendered to Landlord at the time this Lease ends.

5.8 ALTERATIONS

A. Consent:

Tenant may not alter, improve, or add to the Property, Facility, or Demised Premises without Landlord's written permission. Landlord will not unreasonably withhold consent for Tenant to make reasonable non-structural alterations, modifications, or improvements to the Demised Premises.

Written permission requests to alter, improve, or add to the Property, Facility, or Demised Premises, should be sent to the:

Facilities Department
Attn: Eliza Montana
1901 E. Ben White Blvd
Austin, TX 78741
Phone: 512.593.0278
Email: facilities@ayw.org

Written notice of permission for Tenant to alter, improve, or add to the Property, Facility, or Demised Premises, should be sent to:

Name of Goodwill Rep.: Natalie Elliott
Title: Senior Director of Administration & Compliance
Address: 1015 Norwood Park Blvd. Austin, TX 78753
Phone: 512.287.7534
Email: natalie.elliott@excelcenterhighschool.org

B. Locks/Security Devices:

Tenant may not alter any locks or any security devices on the Property, Facility, or Demised Premises without Landlord's consent. If Landlord authorizes the changing, adding, or rekeying

Tenant Initials _____ Landlord Initials _____

of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. Governmental Order:

If a governmental, or legal order requires alteration or modification to the Demised Premises, Landlord will, at its expense, modify or alter the item in compliance with the order.

D. Ownership:

Any alterations, improvements, fixtures, or additions to the Property, Facility, or Demised Premises installed by either party during the Term of this Lease will become Landlord's property at the time such alterations, improvement, fixtures, or additions are made, except for those fixtures Landlord requires Tenant to remove under this section or if the parties agree otherwise in writing.

SECTION VI MAINTENANCE AND REPAIRS

6.1 CLEANING

Tenant must keep the Demised Premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Tenant will provide, at its expense, janitorial services to the Demised Premises that are customary and ordinary for the property type.

6.2 REPAIRS OF CONDITIONS CAUSED BY A PARTY

Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

6.3 REPAIR AND MAINTENANCE RESPONSIBILITY

Except as otherwise provided by this section, the party designated below, at its expense, is responsible for maintaining and repairing the following specified items in the Demised Premises. The specified items must be kept in clean and good operable condition. The specified items include and relate only to real property in the Demised Premises. Tenant is responsible for the repair and maintenance of its personal property.

A. Landlord shall be responsible for maintaining and repairing the following:

1. Foundation, exterior walls, roof, and other structural components;
2. Glass and windows;
3. Fire protection equipment and fire sprinkler systems;
4. Exterior and overhead doors, including closure devices, molding locks, and hardware;
5. Grounds maintenance, including landscaping and irrigation systems;
6. Interior doors, including closure devices, frames, molding, locks, and hardware;
7. Parking areas and walks;
8. Any plumbing systems and, or drainage systems repairs, subject to Section 6.3.B. below;

Tenant Initials _____ Landlord Initials _____

9. Electrical systems and mechanicals systems;
 10. Ballast and lamp replacement;
 11. Heating, Ventilation and Air Conditioning (HVAC) systems;
 12. Signs and lighting (i.e., Pylon, Fascia, Monument, and Door/Suite);
 13. Extermination and pest control, including wood-destroying insects;
 14. Fences and Gates;
 15. Storage yards and storage buildings;
 16. Improvements to the Property, Facility, or Demised Premises installed by either party during the Term of this Lease;
 17. Cranes and related systems; and
 18. All other items and systems.
- B. Tenant shall be responsible for maintaining and repairing any plumbing systems and, or drainage systems repairs less than \$500.00 per occurrence, up to a maximum of \$1,500.00 in one (1) calendar year, unless the problem is caused by Tenant's staff, students or invitees.

6.4 PEST CONTROL

Landlord may not charge Tenant for pest control treatments to the Property or Facility unless it is covered as a part of Common Area Maintenance ("CAM") charges assessed on all Tenants of the Property or Facility. Notwithstanding the foregoing, Tenant will reimburse Landlord for pest control treatments if such treatments are necessary due to pests attracted by food, trash or garbage from Tenant, Tenant's guests, patrons, invitees, contractors, or students.

6.5 REPAIR PERSONS

Repairs must be completed by trained, qualified, and insured repair persons.

6.6 HVAC SERVICE CONTRACT

Landlord will be responsible for any repairs to the HVAC System unless such repairs are necessary as a result of misuse or damage caused by Tenant.

6.7 COMMON AREA

Landlord will maintain the Common Areas of the Property and Facility (as depicted in Exhibit A) in a manner as Landlord determines to be in the best interest of the Property and Facility. Landlord will maintain any elevator and signs in the Common Area. Landlord may change the size, dimension, and location of the Common Area provided that such change does not materially impair Tenant's use and access to the Demised Premises. Tenant has the non-exclusive license to use the Common Area in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the Common Area or interfere with any other person's right to use the Common Area.

6.8 NOTICE OF REPAIRS

Tenant must promptly notify Landlord of any items that need repairs, so long as Landlord is responsible for replacement or repair. All requests for repairs to Landlord must be in writing.

Tenant Initials _____ Landlord Initials _____

Submit written repair requests to:

Eliza Montana
Chief Operations Officer
1901 E. Ben White Blvd
Austin, TX 78741
Phone: 512.593.0278
Email: teltawil@americanyouthworks.org

6.9 FAILURE TO REPAIR

If Landlord fails to repair or maintain an item for which Landlord is responsible within ten (10) days after Tenant provides Landlord written notice of the needed repair or maintenance, Tenant may repair or maintain the item, without liability for any damage or loss to Landlord. Also, Landlord must reimburse Tenant within thirty (30) days of written notice thereof, together with reasonable supporting evidence, for Tenant's actual out-of-pocket cost to repair or maintain. If Tenant fails to repair or maintain an item for which Tenant is responsible within ten (10) days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may:

1. Repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must reimburse Landlord within thirty (30) days of written notice thereof, together with reasonable supporting evidence, for Landlord's actual out-of-pocket cost to repair or maintain; or
2. Exercise Landlord's remedies under Section 8.4 below.

SECTION VII INSURANCE AND INDEMNITY

7.1 INSURANCE

A. Required Coverage by Tenant

Tenant shall carry at its own cost throughout the Term:

1. Commercial general liability insurance for personal and bodily injury and property damage of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) or, upon Landlord's request. If such larger amount is requested, it must be what is usual and customary for a charter school of size and location(s), comparable to Tenant's school and occupying facilities similar to the Demised Premises. Tenant must insure Landlord as an additional insured, and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Demised Premises; general liability to include coverage for abuse/molestation and educator's professional liability.
2. Fire and extended coverage insurance on the equipment, fixtures, and other improvements of the Demised Premises owned by Tenant in an amount not less than the full insurable replacement value thereof; and
3. Employer's liability and workers' compensation insurance prescribed by applicable law.

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Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the property owned by Tenant, subject to Section 8.10 (entitled "Casualty Loss") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days' written notice before change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance. The certificate of insurance will list the term of coverage, the insurance that is in force, and the persons insured. Coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord.

B. Required Coverage by Landlord

Landlord shall carry at its own cost throughout the Term:

1. Commercial general liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or such larger amount as is then customary for occupying facilities comparable to the Facility, insuring Landlord as named insured and Tenant as additional insured against claims in connection with injury and death sustained by persons, or for damage to property, while on the Property;
2. Fire and extended coverage insurance on the real and personal property, equipment, fixtures, and other improvements of the Property, Facility, and Demised Premises owned by Landlord in an amount not less than the full insurable replacement value thereof; and
3. Employer's liability and workers' compensation insurance prescribed by applicable law.

Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the property owned by Landlord, subject to Section 8.10 (entitled "Casualty Loss") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice before change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance. The certificate of insurance will list the term of coverage, the insurance that is in force, and the persons insured. Coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord.

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C. Waiver of Subrogation

Landlord and Tenant each waive, subject to the Constitution and laws of the State of Texas, any and all rights to recover against the other party, or against any of the officers, directors, employees invitees, members, patrons, guests or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any

Tenant Initials _____ Landlord Initials _____

property or liability insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue an appropriate waiver of subrogation rights endorsements to all property and liability insurance policies carried in connection with the Property, Facility, or Demised Premises.

7.2 INDEMNITY

Subject to the Constitution and laws of the State of Texas, each party will indemnify and hold the other party harmless from any bodily injury, property damage, personal injury, suits, actions, liabilities, damages, or any other loss (including attorneys fees) caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

SECTION VIII GENERAL

8.1 TAXES

Landlord will pay all real property ad valorem taxes and assessments assessed against the Demised Premises. If Landlord can obtain a reduction in property taxes because Tenant is a Texas nonprofit corporation and recognized as a 501(c)(3) exempt organization, such savings to Landlord shall be passed along to Tenant in the form of reduced Base Monthly Rent.

8.2 ACCESS BY LANDLORD

A. Access by Landlord:

During Tenant's Normal Business Hours Landlord may enter the Demised Premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the Demised Premises to prospective Tenants or purchasers. Landlord may access the Demised Premises after Tenant's Normal Business Hours if:

1. Entry is made with Tenant's permission; or
2. Entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the Demised Premises.

B. Landlord Signage: During the last sixty (60) days of this Lease, Landlord may place a "For Lease" or similarly worded sign in the Demised Premises.

C. Notification: Landlord shall notify the Campus Director of Tenant's school at the Demised Premises in advance of the need for entering the Demised Premises and a time will be arranged for entry. Landlord agrees to not disrupt or disturb the educational process unless in the case of an emergency.

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8.3 LIABILITY

To the extent permitted by law, Landlord is not responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. An act, omission, or neglect of Tenant, Tenant's agent, Tenant's guest, Tenant's employees, Tenant's patrons, Tenant's invitees, or any other Tenant on the Property or in the Facility; or
- B. Fire, flood, water, leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, or environmental contaminants.

8.4 DEFAULT

A. Default by Landlord:

If Landlord fails to comply with any term, provision or covenant of this Lease within thirty (30) days after Tenant provides Landlord with written notification of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's noncompliance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if the cure is commenced within thirty (30) day period and is diligently pursued.

B. Default by Tenant:

If Landlord does not actually receive at the place designated for payment any rent due under this Lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with any other term, provision, or covenant of this Lease within thirty (30) days after Landlord provides Tenant with written notification of Tenant's failure to comply, Tenant will be in default, and Landlord may seek any remedy provided by law. If, however, Tenant's non-compliance reasonably requires more than thirty (30) days to cure, Tenant will not be in default if the cure is commenced within thirty (30) day period and is diligently pursued.

8.5 ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties concerning:

- A. Abandonment of the Demised Premises,
- B. Interruption of utilities
- C. Removal of Tenant's property; and
- D. "Lock-out" of Tenant.

8.6 HOLDOVER

If Tenant fails to vacate the Demised Premises at the time this Lease ends, Tenant will become a Tenant-at-will and must vacate the Demised Premises within thirty (30) days after receipt of a written notice of termination from Landlord. Rent and all charges for any holdover period will be 1.25 multiplied by the Base Monthly Rent.

8.7 RELOCATION

Landlord may not require Tenant to relocate to another location on the Property or within the Facility without Tenant's prior consent.

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8.8 SCHOOL SAFETY

The tenant shall comply with rules and regulations mandated by the Texas Education Code, Chapter 37, regarding safe schools and collaborate with the Landlord to ensure the safety measures are in place and meet standards.

8.9 ESTOPPEL CERTIFICATES

Within ten (10) days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies:

- a. The terms and conditions of this Lease;
- b. Certifies that this Lease is unmodified and in full force and effect (or is modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); and
- c. Acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Demised Premises.

8.10 SUBORDINATION

The Lease is and always shall be subject and subordinate to the lien of any mortgages which are now or shall at any future time be placed upon the Property, the Demised Premises, or Landlord's rights hereunder, and to any renewals, extensions, modifications or consolidations of any such mortgage. This clause shall be self-operative, and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, Tenant, at Landlord's request, shall execute promptly any appropriate certificate or instrument that Landlord may reasonably request.

8.11 CASUALTY LOSS

A. Definition of "Casualty Loss":

Any reference herein to "casualty loss" shall mean the total or partial destruction of an asset resulting from an unexpected or unusual event.

B. Notification:

Tenant must immediately notify Landlord of any casualty loss of the Demised Premises. Within twenty (20) days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the Demised Premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the Demised Premises within 120 days after Tenant notifies Landlord of the casualty loss.

C. Less Than 50% Usable:

If the Demised Premises are less than 50% unusable and Landlord can substantially restore the Demised Premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the Demised Premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this Lease.

D. More Than 50% Usable:

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If the Demised Premises are more than 50% unusable and Landlord can substantially restore the Demised Premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may:

1. Terminate this Lease; or
2. Restore the Demised Premises to substantially the same condition as before the casualty.

If Landlord chooses to restore and does not substantially restore the Demised Premises within the time required, Tenant may terminate this Lease.

E. Cannot Substantially Restore:

If Landlord notifies Tenant that Landlord cannot substantially restore the Demised Premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may:

1. Choose not to restore and terminate this Lease; or
2. Choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this Lease by notifying Landlord within ten (10) days.

F. Rent Reduction:

If this Lease does not terminate because of a casualty loss, Rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the Demised Premises are substantially restored by an amount proportionate to the extent the Demised Premises are unusable.

8.12 EMINENT DOMAIN

A. More Than 20% Taken:

Upon receiving written notice from condemning authority that more than twenty percent (20%) of the floor area of the Demised Premises is to be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by purchase in lieu thereof, Tenant, at Tenant's sole discretion, may terminate this Lease and the Rent shall be abated during the unexpired portion of this Lease. Tenant may terminate this Lease in accordance with this provision upon providing thirty (30) days' written notice to Landlord.

B. Less Than 20% Taken:

If less than twenty percent (20%) of the floor area of the Demised Premises should be taken as aforesaid, this Lease shall not terminate, however, the Rent during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's work to make the Demised Premises an architectural whole.

C. Common Area Taken:

Upon receiving written notice from condemning authority that more than thirty percent (30%) of the floor area of the Common Area is to be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by purchase in lieu thereof, Tenant, at Tenant's sole discretion, may terminate this Lease and the Rent shall be

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abated during the unexplored portion of this Lease. Tenant may terminate this Lease in accordance with this provision upon providing thirty (30) days' written notice to Landlord.

8.13 ATTORNEY'S FEES

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.

8.14 REPRESENTATIONS

A. Authorized Representative

Each party signing this Lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this Lease.

B. No Material Defects:

Landlord is not aware of any material defect on Property, Facility, or Demised Premises that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property, Facility, or Demised Premises that would affect the health or safety of an ordinary person.

C. No Restrictions:

Landlord expressly warrants that the sole intended purpose of this Lease, i.e., the operation of an open-enrollment charter school, does not violate any restrictive covenant, owners' association rules, Tenants' association rules, or Landlord's rules affecting the Property, Facility, or Demised Premises.

D. Specially Designated National and Blocked Person:

Each party and each signatory to this Lease represents that:

1. It is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224;
2. It is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked person; and
3. Is not managing or facilitating this Lease or any transaction related to this Lease for a Specially Designated and Blocked Person.

To the extent permitted by law, any party or any signatory to this Lease who is a Specially Designated and Blocked Person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

8.15 BROKERS

Neither Landlord nor Tenant is represented by a broker.

8.16 LANDLORD'S RULES AND REGULATIONS

Tenant Initials _____ Landlord Initials _____

These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property, Facility, and Demised Premises. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted, EXCEPT THAT LANDLORD SHALL NOT ADOPT ANY RULE OR REGULATION THAT CONFLICTS WITH TENANT'S PERMITTED USE OF THE DEMISED PREMISES AS DESCRIBED IN SECTION 5.1 OF THIS LEASE.

Under this Lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property or within the Facility, except for inventory within the Demised Premises necessary for Tenant's normal business operations.
- B. Foodservice for students' child nutrition needs as required by law shall be permitted, provided that Tenant obtains all permits required by city ordinances.
- C. Vending machines shall be allowed within the Demised Premises for use by Tenant's employees, students, and guests.
- D. The Property, Facility, and Demised Premises may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or this Lease, no animals may be brought or kept on the Property, Facility, or Demised Premises.
- F. No obstruction or interference that impedes use of the Common Areas walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. Notwithstanding any provision herein to the contrary, chemicals typically used for non-collegiate educational teaching and non-research purposes may be maintained on-site for use in science instruction provided they are stored:
 - a. In accordance with all applicable federal, state, and local laws and regulations;
 - b. In amounts that do not exceed any law governing the storage and handling of hazardous materials; and
 - c. In a safe and appropriate manner.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and received areas. Shipments and deliveries must be made at times that do not cause inconvenience to Tenants or patrons on the Property.
- K. Demised Premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles.
- L. Repair requests must be submitted to Landlord in writing in compliance with this Lease.
- M. No modification to the Property, Facility, or Demised Premises may be made unless authorized by Landlord, in writing, or permitted by this Lease.
- N. No illegal or offensive activity is permitted on the Property, Facility, or Demised Premises, nor is any activity that constitutes a nuisance or interferes with the rights of other Tenants.

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- O. Unless expressly authorized by Landlord, no solicitation or business operations are permitted in the common areas.

8.17 NOTICES

All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, sent by e-mail or sent by facsimile transmission to:

Tenant at the Demised Premises and a copy to:

Goodwill Industries, dba The Excel Center for Adults
Attn: Theresa Rappaport, Superintendent
Phone: 512.531.5515
E-mail: theresa.rappaport@excelcenterhighschool.org

Landlord at:

American YouthWorks
Attn: Mr. Parc Smith, CEO,
1901 East Ben White Boulevard Austin, Texas 78741
Phone: (512) 423-2887
Fax: (512) 916-4690
E-mail: psmith@americanyouthworks.org

Tenant shall have thirty(30) days to respond to Landlord for any written notices and, or requests for information

8.18 FUNDING

Landlord acknowledges that Tenant is an open-enrollment charter school pursuant to Chapter 12 of the Texas Education Code and therefore Tenant's ability to pay is solely dependent on funding by the TEA. Therefore, should TEA fail to provide funding to Tenant, or cancel its charter contract for any reason, Tenant's Board of Directors will be forced to declare a Financial Exigency (i.e., a formal declaration by Tenant's Board of Directors that Tenant's school located at the Demised Premises is facing an imminent fiscal crisis). Upon declaration of a Financial Exigency by Tenant's Board of Directors, Tenant shall be allowed to terminate this Lease without further obligation by notifying Landlord in writing of such declaration.

8.19 TEA APPROVAL OF SITE

This Lease is contingent on TEA's approval of the location. Should TEA fail to approve the location of this Lease, Tenant shall have the right to terminate this Lease with no financial obligation to Landlord (other than reimbursement to Landlord for any expenditure made by Landlord for Improvements under Section 2.2 of this Lease) and all monies received by Landlord from Tenant will be returned immediately.

8.20 NOTICE TO RENEW

Tenant Initials _____ Landlord Initials _____

At Tenant's option, Tenant may extend the term of this Lease for two (2) additional term(s) of twelve (12) months each. The first additional term commences upon the expiration of the term stated in this Lease and the second additional term commences upon the expiration of the first extended term. Tenant may exercise Tenant's option(s) to extend only by providing written notice to Landlord at least 180 days before the end of the then current term of this Lease..

8.24 MANDATORY FORUM SELECTION

The Lease shall be governed by the laws of the state of Texas. Venue for any action, suit, or other proceeding relating to this Lease shall lie exclusively in the state courts of Travis County, Texas, and the parties irrevocably consent to the exclusive jurisdiction of those courts. Attorney's fees in any legal action shall be awarded to the prevailing party.

8.25 EFFECTIVE DATE

If Landlord fails to execute this Lease and deliver same to Tenant on or before 5 p.m. CST time, on the Commencement Date, all negotiations between Tenant and Landlord concerning the lease of the Demised Premises shall be deemed terminated.

8.26 CAPTIONS

The paragraph headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

8.27 CONSTRUCTION

The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

8.28 CONFIDENTIALITY

Except as otherwise required by State law, Landlord and Tenant shall keep confidential the terms of this Lease, including all sums payable under this Lease (the "Confidential Information"), and neither Landlord nor Tenant shall release or disseminate any of the Confidential Information to any third party, other than to their respective attorneys, accountants, and officers, and then only to the extent that such attorneys, accountants, or corporate officers expressly agree to be bound by the terms of the confidentiality provisions of this Lease, or where disclosure is required by law. This obligation of confidentiality shall survive the termination of this Lease.

8.29 USE OF ORGANIZATIONAL LOGOS AND NAMES

Neither party will use the other party's organizational logo, name, or other intellectual property without the prior written permission of the party owning logo, name, or intellectual property.

8.30 SPOKESPERSON PRIVILEGES

At no time will Tenant act or speak publicly on behalf of Landlord in any actions or activities within the context of their working relationship, although Tenant may publicly acknowledge the

Tenant Initials _____ Landlord Initials _____

working relationship with Landlord. At no time will Landlord act or speak publicly on behalf of Tenant in any actions or activities within the context of their working relationship but may publicly acknowledge their working relationship with Tenant.

For any media contact regarding Landlord, Landlord's Director of Development, Marketing, and Communications or designee must be contacted before media access is approved or allowed. For any media contact regarding Tenant, Tenant's Director of Corporate Marketing and Communications or his/her designee must be contacted before media access is approved or allowed.

For any media contact occurring at the Demised Premises, whether by invitation or unsolicited, Tenant must notify Landlord's Director of Development, Marketing and Communications or designee before media is approved or allowed.

For Media, or Public Relations contact:

Parc Smith, CEO
1901 E. Ben White Blvd
Austin, TX 78741
Phone: 512.744.1900
Email: psmith@americanyouthworks.org

8.31 ENTIRE AGREEMENT

This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

8.32 BINDING EFFECT

This Lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

8.33 SEVERABLE CLAUSES

If any clause in this Lease is found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected, and all other provisions of this Lease will remain valid and enforceable.

8.34 WAIVER

Landlord's delay, waiver, or non-enforcement of contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this Lease.

8.35 NO WAIVER OF IMMUNITIES

Nothing in this Lease shall be construed to waive any immunity enjoyed by Tenant, or its past or present officers, employees, or agents.

8.36 QUIET ENJOYMENT

Tenant Initials _____ Landlord Initials _____

Provided that Tenant is not in default of this Lease, Landlord covenants that Tenant will enjoy possession and use of the Demised Premises free from material interference. Landlord warrants and represents that Landlord is the owner of the Demised Premises, has full authority and right to lease the Demised Premises and enter into this Lease. Landlord will defend Tenant's right to quiet enjoyment of the Demised Premises from the claims of all persons during the lease Term.

8.37 TIME

Time is of the essence. The parties require strict compliance with the times for performance.

8.38 COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Tenant Initials _____ Landlord Initials _____

SECTION IX SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective _____, 2019.

Landlord

Signature

Parc Smith
Chief Executive Officer
American YouthWorks
1901 E. Ben White Boulevard
Austin, TX 78741
Phone: 512.423.2887

Tenant

Signature

Theresa Rappaport
Superintendent
Goodwill Industries, dba The Excel Center for Adults
1015 Norwood Park Blvd.
Austin, TX 78753
Phone: 512.531.5515

Tenant Initials _____ Landlord Initials _____

Exhibit A

Sketch of the Demised Premises and Common Area

*Depicting: (i) the Demised Premises (see Section 2.1),
and (ii) the Common Area (see Section 6.7)*

TO BE ATTACHED

Executive Summary

2025-26 Budget

June 13, 2025

| 2025/26 SY BUDGET

- **Strategic Objectives**

- Focus on strategic priorities with an emphasis on high-quality programming
- Maximize revenue opportunities
- Efficient with expenses
- Prepares for future growth

- **Timeline**

- Budget drafting began in January
- Presentations to GEB and Audit & Finance Committee – March / April / May

- **Components & Order of Approval**

- District & Campus Improvement Plans
- State Compensatory Education Budget Plan
- Budget at Fund & Function Level
 - *Including contracts greater than \$50k & compensation plan*

| Improvement Plans (Goals)

- Strategic Planning: Instructional Program & Long-term Expansion
 - *Supported by Charter School Growth Fund - \$120k Grant*
- Leadership Development
- College & Career Program Expansion
- Technology Improvements (Laptop Refresh)
- Master Schedule Design
- Community School Safety Enhancements

| State Comp Ed

- For at-risk students (100% of Excel)
- Based on income levels
- Embedded in Foundation School Program
- Budgeted SCE Revenue = \$2,300,000
- Direct Costs: Success Coaches & Family Services (55% of allotted funds)
- Indirect Costs: School Leadership, Transportation & Administration

Revenue			SCE Only	420 FSP
420	581X	FSP Formula Foundation	2,300,000	14,112,535
420	5833	State OnBehalf Revenue	-	583,473
			\$	
Total State Funding			2,300,000	\$ 14,696,008
Expenditures by Functional Area			SCE Only	420 FSP
11	Instruction		-	6,416,737
13	Curriculum & Staff Development		-	166,228
21	Instructional Leadership		-	175,737
23	School Leadership		-	2,413,710
31	Counseling		865,000	2,262,369
34	Student Transportation		-	5,000
61	Community Programs		-	-
		Family Services	400,000	794,326
			\$	
Subtotal Instruction & Student Support			1,265,000	\$ 12,234,107
41	General Administration			1,424,670

| **Contracts > \$50k**

- AYW - South Austin Lease - \$113,964
- Tri-Shield – Security - \$50,000 minimum (*may increase with additional coverage at Norwood*)
- Attuned - Strategic Planning: Instructional Program - \$75,000
- Bellwether - Strategic Planning: Expansion - \$98,820
- Hello Subs – Community School Substitutes - \$50,000
- Vendor Review in Progress - Laptop Refresh - \$TBD

| Compensation

BASE & PERFORMANCE (Effective TBD)

Total Budgeted Increase – Up to 5% - \$226,186

Base Increase – 2% - \$90,474

Individual Performance – Up to 3% - \$135,712

RETENTION & LONGEVITY (Paid TBD)

Total Budgeted Payment - \$448,800

Teacher Retention Allotment - \$4,000/\$8,000 - \$376,000

Retention - \$1000/non-teaching staff - \$58,800

Longevity - \$1000/non-teaching staff with 5 years - \$14,000

Total Pay Increases + Retention & Longevity - \$674,986

Performance Level (Based on Final Evaluation)	Rating Minimum	Rating Maximum	Individual Performance %
Below Threshold: Needs Improvement	0.0	1.9	0.0%
Threshold: Developing	2.0	2.9	0.5%
Target: Proficient	3.0	3.9	1.0%
Above Target: Accomplished	4.0	4.4	2.0%
Maximum: Distinguished	4.5	5.0	3.0%

Summary

	State Required Board Approved	All Funds Budget			State Required Board Approved	
Revenue	FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget
Subtotal Local Revenue	\$ -	\$ 1,478,560	\$ (93,560)	\$ 1,385,000	\$ -	8.3%
Subtotal State Funding	\$ 12,479,935	\$ 12,729,935	\$ 2,451,073	\$ 15,181,008	\$ 14,696,008	91.3%
Subtotal Federal Sources	\$ 55,204	\$ 55,204	\$ 204	\$ 55,408	\$ 55,408	0.3%
Total Revenues Month XX, XXXX	\$ 12,535,139	\$ 14,263,699	\$ 2,357,717	\$ 16,621,416	\$ 14,751,416	100%

Expenditures by Functional Area	FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget
Subtotal Instruction & Student Support	\$ 11,069,167	\$ 11,695,521	\$ 1,016,150	\$ 12,711,671	\$ 12,289,515	80.4%
Subtotal General Administration	\$ 993,355	\$ 993,355	\$ 431,315	\$ 1,424,670	\$ 1,424,670	9.0%
Subtotal Operations	\$ 472,617	\$ 1,521,177	\$ 146,287	\$ 1,667,464	\$ 617,464	10.6%
Total Expenditures Month XX, XXXX	\$ 12,535,139	\$ 14,210,053	\$ 1,593,752	\$ 15,803,805	\$ 14,331,649	100.0%

| 24/25 SY Budget Amendment

- Margin-neutral amendment
- Adjustments to Funds 224, 255, 263 are updates to revised NOGA totals
- Adding Fund 279 to utilize remaining grant dollars for data analysis
- Fund 420 adjustments shift budget from underutilized functions to align with actual spending
- Adjustments to maximize Charter FIRST rating

| **2026-27 Incentive Plan**

| ***Team Member Incentive Plan***

KPI Tracking in 2025/26 SY ----- Base & Performance Bonus Paid in 2026/27 SY

Position	Base	Potential Bonus (Paid Incrementally over the Year)		
		Individual Performance	District / Campus Performance	Total Performance
All Other Team Members	3%	2%	1%	3%
Coordinators / Managers	3%	3%	2%	5%
Directors (District & Campus)	3%	4%	4%	8%
Senior Directors	3%	5%	5%	10%

TMIP %	District KPI: 2025/26 SY	Target Goal Payout	Payout	Stretch Goal Payout
		100%	105%	110%
20%	1. # Enrollments (Excel+Exploration)	2015	2116	2217
15%	2A. # GE Credits Earned	6890	7235	7579
15%	2B. # CTE Credits Earned	2075	2179	2283
20%	3. # Graduates	332	349	365
30%	3A. # Graduate with Certification	193	203	212

THE GOODWILL EXCEL CENTER (FOR ADULTS) DISTRICT AND CAMPUS IMPROVEMENT PLANS 2025/26

Operatur Per Literas – Work Through Learning

Theresa Rappaport, Superintendent
1015 Norwood Park Blvd. Austin, Texas 78753 512-531-5500
Presented: May 15 and June 13, 2025

THE GOODWILL EXCEL CENTER

MISSION

Transforming lives in a supportive and holistic learning environment where all adult students are empowered to achieve

VISION

We envision a central Texas where everyone has the opportunity to thrive

VALUES

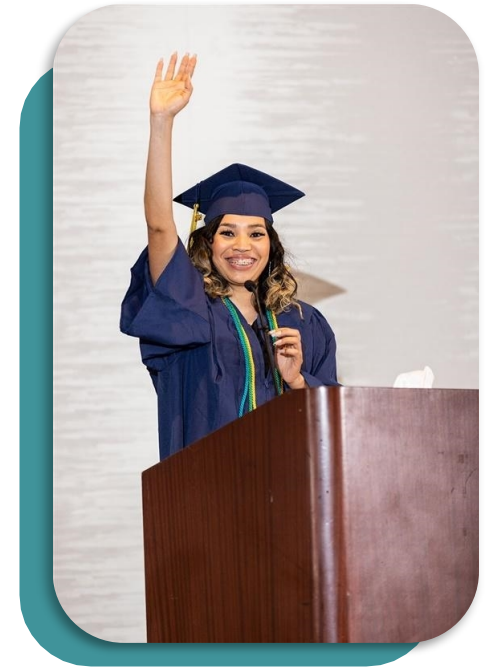
Be Caring

Be Innovative

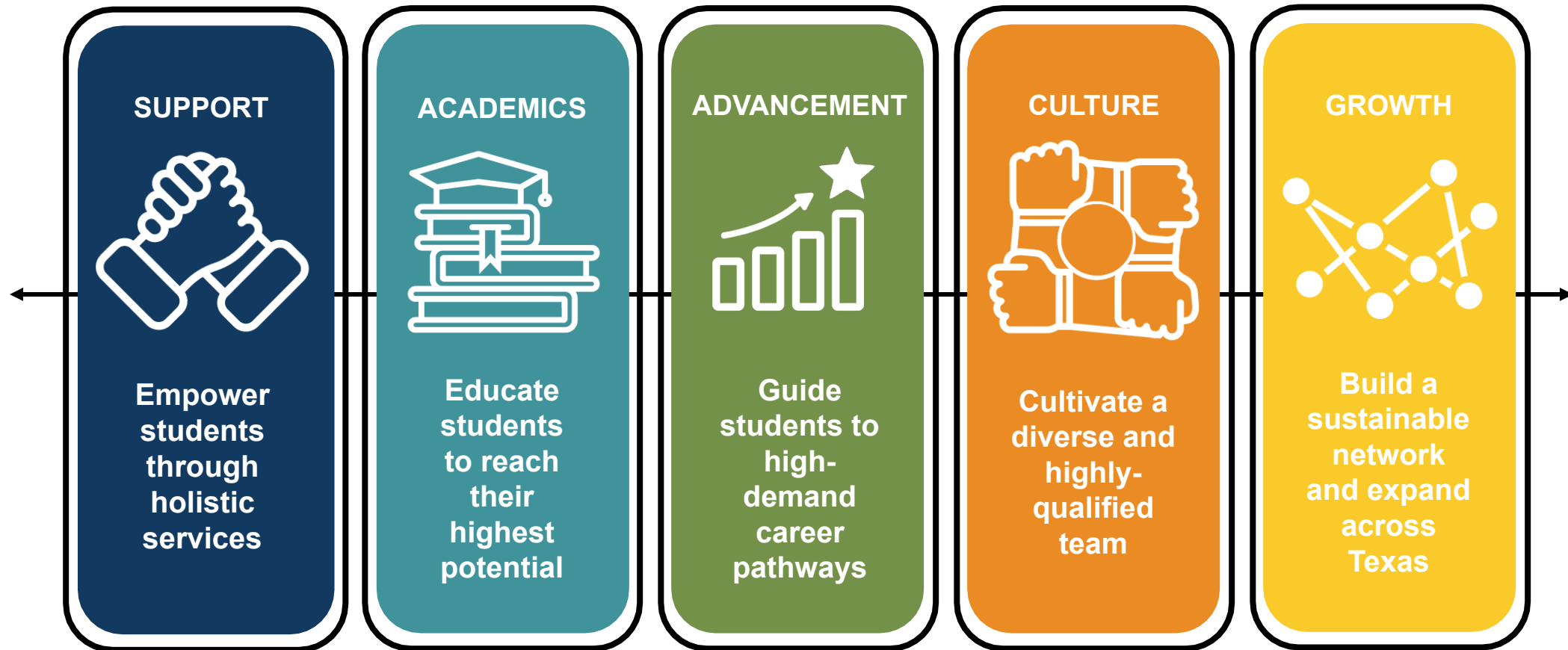
Be Accountable

PORTRAIT OF AN EXCEL GRADUATE

- Exhibits pride in accomplishments and bravery in tackling challenges
- Advocates for self and others
- Serves as a role model for their peers and family
- Demonstrates perseverance and a passion for continuous learning
- Possesses technical, professional, and durable skills



| STRATEGIC PILLARS



| District Leadership Team

NAME	POSITION
Rappaport, Theresa	Superintendent
Evans, Sharon	Senior Director of Early Childhood Education & Family Services
Lavender, Susan	Senior Director of Student Supports
Elliott, Natalie	Senior Director of Administration & Compliance
Dennis, Lisa	Director of Finance
Hart, Megan	Director of Curriculum, Instruction, and Assessment
Briscoe, Heather	Executive Operations Manager
Kelley, Patricia	Regional Campus Director – East Texas Justice Education; Campus Director – Billy Moore
Solis, Simon	Regional Campus Director – Central Texas Justice Education; Campus Director – Coleman
Bloxham, Rebecca	Director Special Programs
Hill, Erica	Director of College & Careers
Bosquez, Erica	Director of School Data
Vandiver, Wendy	Director of Recruitment & Admissions
Benitez, Javier	Director of Educational Technology

| RESOURCES: Tier 1

The Excel Center (for Adults)
2025-2026 Proposed Budget
Statement of Revenue and Expenditures

Fund Object	Revenue	State Required Board Approved	All Funds Budget			State Required Board Approved	% of Budget	By Fund			
		FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original		224 iDea B	256	263	420 FSP
199 5744	Contributions/Private Grants	- ##	1,248,560	1,440	1,250,000 #	-					
199 5758	Family Services Revenue	- ##	230,000	(95,000)	135,000 #	-					
	Subtotal Local Revenue	\$ - ##	\$ 1,478,560	\$ (93,560)	\$ 1,385,000 #	\$ -	8.3%	\$ -	\$ -	\$ -	\$ -
420 581X	FSP Formula Foundation	11,946,462 ##	11,946,462	2,166,073	14,112,535 #	14,112,535					14,112,535
5829	State Grant Revenue	- ##	250,000	235,000	485,000 #	-					
420 5833	State On Behalf Revenue	533,473 ##	533,473	50,000	583,473 #	583,473					583,473
	Subtotal State Funding	\$ 12,479,935 ##	\$ 12,729,935	\$ 2,451,073	\$ 15,181,008 #	\$ 14,696,008	91.3%	\$ -	\$ -	\$ -	\$14,696,008
5929	Federal Grant Revenue	55,204	55,204	204	55,408	55,408		40,000	408	15,000	
	Subtotal Federal Sources	\$ 55,204	\$ 55,204	\$ 204	\$ 55,408	\$ 55,408	0.3%	\$ 40,000	\$ 408	\$ 15,000	\$ -
	Total Revenues Month XX, XXXX	\$ 12,535,139	\$ 14,263,699	\$ 2,357,717	\$ 16,621,416	\$ 14,751,416	100%	\$ 40,000	\$ 408	\$ 15,000	\$14,696,008

| RESOURCES: Tier 2

The Excel Center (for Adults)
2025-2026 Proposed Budget
Statement of Revenue and Expenditures

Fund Object		State Required Board Approved		All Funds Budget			State Required Board Approved		% of Budget	By Fund			
		FY 2025 Original		All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original			224 lDea B	256	263	420 FSP
	Revenue												
199 5744	Contributions/Private Grants	- ##		1,248,560	1,440	1,250,000 #	-						
199 5758	Family Services Revenue	- ##		230,000	(95,000)	135,000 #	-						
	Subtotal Local Revenue	\$ - ##		\$ 1,478,560	\$ (93,560)	\$ 1,385,000 #	\$ -	10.5%		\$ -	\$ -	\$ -	\$ -
420 581X	FSP Formula Foundation	11,946,462 ##		11,946,462	2,166,073	10,680,304 #	10,680,304						10,680,304
5829	State Grant Revenue	- ##		250,000	235,000	485,000 #	-						
420 5833	State On Behalf Revenue	533,473 ##		533,473	50,000	583,473 #	583,473						583,473
	Subtotal State Funding	\$ 12,479,935 ##		\$ 12,729,935	\$ 2,451,073	\$ 11,748,777 #	\$ 11,263,777	89.1%		\$ -	\$ -	\$ -	\$11,263,777
5929	Federal Grant Revenue	55,204		55,204	204	55,408	55,408			40,000	408	15,000	
	Subtotal Federal Sources	\$ 55,204		\$ 55,204	\$ 204	\$ 55,408	\$ 55,408	0.4%		\$ 40,000	\$ 408	\$ 15,000	\$ -
	Total Revenues Month XX, XXXX	\$ 12,535,139		\$ 14,263,699	\$ 2,357,717	\$ 13,189,185	\$ 11,319,185	100%		\$ 40,000	\$ 408	\$ 15,000	\$11,263,777

STATE COMPENSATORY EDUCATION: Tier 1

Fund Object			
	Revenue	SCE Only	420 FSP
420 581X	FSP Formula Foundation	2,300,000	14,112,535
420 5833	State OnBehalf Revenue		583,473
	Total State Funding	\$ 2,300,000	\$14,696,008
Expenditures by Functional Area		SCE Only	420 FSP
11	Instruction		6,416,737
13	Curriculum & Staff Development		166,228
21	Instructional Leadership		175,737
23	School Leadership		2,413,710
31	Counseling	865,000	2,262,369
34	Student Transportation		5,000
61	Community Programs		
	Family Services	400,000	794,326
	Subtotal Instruction & Student Support	\$ 1,265,000	\$12,234,107
41	General Administration	-	1,424,670
	Subtotal General Administration	\$ -	\$ 1,424,670
51	Plant Maintenance & Operations		131,964
52	Security & Monitoring Services		165,000
53	Data Processing Services		320,500
	Subtotal Operations	\$ -	\$ 617,464
	Total Expenditures Month XX, XXXX	\$ 1,265,000	\$14,276,241
	Excess/Deficiency Revenue over Exp		\$ 419,767

STATE COMPENSATORY EDUCATION: Tier 2

Fund Object			
	Revenue	SCE Only	420 FSP
420 581X	FSP Formula Foundation	2,300,000	10,680,304
420 5833	State OnBehalf Revenue		583,473
	Total State Funding	\$ 2,300,000	\$11,263,777
Expenditures by Functional Area		SCE Only	420 FSP
11	Instruction		5,948,462
13	Curriculum & Staff Development		162,733
21	Instructional Leadership		146,486
23	School Leadership		2,347,718
31	Counseling	865,000	2,145,726
34	Student Transportation		5,000
61	Community Programs		
	Family Services	400,000	701,032
	Subtotal Instruction & Student Support	\$ 1,265,000	\$11,457,157
41	General Administration	-	1,376,470
	Subtotal General Administration	\$ -	\$ 1,376,470
51	Plant Maintenance & Operations		131,964
52	Security & Monitoring Services		45,000
53	Data Processing Services		315,642
	Subtotal Operations	\$ -	\$ 492,606
	Total Expenditures Month XX, XXXX	\$ 1,265,000	\$13,326,233
	Excess/Deficiency Revenue over Exp		\$ (2,062,456)

| NEEDS ASSESSMENT

CATEGORY	STRENGTHS	NEEDS
Strategic Staffing	Positive staff culture and high retention rates among long-term staff; Increase in recruitment of highly qualified staff	Strong campus leadership and pipeline for internal advancement.
Positive School Culture	Strong sense of school community among students	Increasing student persistence from end of year to beginning of year
High-quality Instructional Materials & Assessments	Foundational curriculum for all courses; Assessments have been incorporated into onboarding and core courses	Curriculum enhancements focused on student mastery; Robust instructional resources that can be adapted for our model; Increased certification pathways
Effective Instruction	State assessment results; Students prepared for next course in sequence	Norming for grading for mastery; Regular assessments; Integration of multi-tiered systems of support for student success
Technology	Technological equipment accessibility and technology leadership has been established.	Digital literacy skills for students and staff. Computer lab upgrades to support additional CTE programming

| KEY PERFORMANCE INDICATORS

KEY PERFORMANCE INDICATOR
1. # of Excel Center Enrollments (Year to Date)
2. # of Excel Credits Earned
2A. # of Excel GE Credits Earned (\$62/credit)
2B. # of Excel CTE Credits Earned (\$123/credit)
3. # of Excel Center Graduates (\$616/grad) (Year to Date)
3A. # Excel Center Graduates with Certification (\$5,000)
4. # of certs earned (Excel Internal, External, and GCTA)
4A. # of Excel certs earned from GCTA
4B. # of Excel certs earned from Internal and External
5. Staff Retention % (current SY)
6. Controllable Margin Meets Budget

| DISTRICT GOALS

Goal / Measure
1. Secure legislative changes for 75% funding level and updated TEA rules by September 2025.
2. Offer 1 certification & dual credit option per campus by December 2025, with 75% of graduates earning certifications by July 2025.
3. Strengthen staff retention & leadership: Achieve 88% retention by July 2025 and enroll 5 staff in leadership programs by December 2025.
4. Develop a 10-year expansion plan by December 2025.

| THE EXCEL CENTER (FOR NORWOOD & SOUTH ADULTS)

CAMPUS GOAL 1: Establish and maintain a school-wide culture where our practices and systems intentionally prioritize welcoming, celebrating, and understanding our students and staff.

ACTIVITY/STRATEGY
Invest in training for campus leadership.
Create a comprehensive onboarding program for new staff and students that builds community, promotes school norms, and equips individuals with clear expectations and procedures. Include social events, cultural competency training, and mentorship opportunities.
Implement ongoing professional development opportunities, including legal training (FERPA) and cultural responsiveness workshops.
Create clear, documented action plans and procedures for common scenarios. Share in a public format.
Establish collaborative structures within the school (e.g., subject area teams). Encourage staff to share best practices, problem-solve, and hold each other accountable (positively, not punitively).
Provide training for staff in culturally responsive andragogy to ensure a more inclusive learning environment that values diverse student experiences and backgrounds.
Review and revise the master schedule to create more stability for both students and staff. Consider a more consistent daily structure while exploring options for flexibility within that structure.

| THE EXCEL CENTER (FOR NORWOOD & SOUTH ADULTS)

CAMPUS GOAL 2: Ensuring all students are equipped with essential skills and resources to be successful and empowered to pursue ambitious future paths; ensuring all staff reinforce these skills and promote independence.

ACTIVITY/STRATEGY
Implement clear processes for identifying student interests, career paths, and academic needs. This can involve intake interviews, career guidance counselors, and interest surveys.
Refine placement procedures to ensure students are enrolled in courses they need and are prepared for. This may involve pre-assessments, skill evaluations, and academic advisors.
Develop a program that addresses student barriers by supporting their basic needs (Maslow's Hierarchy) before focusing on academic skills (Bloom's Taxonomy). This may involve partnerships with community resources for childcare, job security, and financial aid.
Create a system for students to track their academic progress towards graduation milestones. This can be an online portal, advisor meetings, or progress reports.
Provide ongoing workshops and resources for students to explore college and career pathways. This can include guest speakers, college visits, and career counseling services.
Develop clear and consistent school-wide standards for academic progress, attendance expectations, and consequences for failure or absenteeism.
Facilitate opportunities for students to network with professionals, alumni, and potential employers. Offer post-graduation support services to help students transition smoothly into their chosen careers.
Develop a clear and consistent approach to communicating changes across campus. Utilize multiple communication channels and provide adequate lead time for change implementation.

| THE EXCEL CENTER (FOR NORWOOD & SOUTH ADULTS)

CAMPUS GOAL 3: Increase enrollment and graduation rates by creating a comprehensive student support system that empowers individuals throughout their academic journey.

ACTIVITY/STRATEGY
Conduct an in-depth assessment to identify student barriers before enrollment (childcare, finances, etc.). Partner with relevant community resources to provide support and address Maslow's Hierarchy needs.
Develop a clear plan for transitioning students from initial support to gradual independence. This can include workshops on budgeting, time management, and career exploration.
Implement clear communication channels for informing students about pathways, progress towards graduation, and alumni support options. Utilize progress tracking tools and regular check-ins.
Revise curriculum to directly connect academic skills to career paths students are interested in. This can involve project-based learning tied to real-world problems and career exploration units.
Establish clear standards for essential skills like reading, writing, and technology use across all programs.
Create opportunities for students within similar programs to form a learning community cohort. Organize alumni networking events and provide ongoing support services for graduates by providing calendar invites at the beginning of each semester.
Establish clear and welcoming school-wide expectations for behavior, attendance, and academic performance. Communicate these expectations effectively to potential and enrolled students.

THE EXCEL CENTER (FOR ADULTS)

BILLY MOORE, COLEMAN, CONNALLY, DIBOLL, &

SAMPLE GOAL 1: Develop three-tiered support system that provides high-quality, evidence-based instruction and interventions to ensure that students receive the comprehensive support they need to succeed. The three tiers are universal (80% of students successful with this level), targeted, and intensive.

OBJECTIVE 1: To ensure that all teachers are trained and equipped to provide high-quality, evidence-based instruction and interventions that are aligned with state standards and differentiated to meet the needs of diverse learners.

ACTIVITY/STRATEGY
Provide professional development opportunities for all teachers on evidence-based instructional practices and strategies for differentiation to meet the needs of diverse learners.
Develop an intervention plan that outlines the instructional practices and strategies that will be used to support students in the classroom.
Implement a universal screening process to identify students who may need additional support.
Establish a data-based decision-making process to monitor student progress and determine the effectiveness of interventions.
Provide ongoing support and coaching for teachers to ensure fidelity of implementation and continuous improvement of instruction and interventions.

THE EXCEL CENTER (FOR ADULTS)

BILLY MOORE, COLEMAN, CONNALLY, DIBOLL, &

SAMPLE GOAL 1: Develop three-tiered support system that provides high-quality, evidence-based instruction and interventions to ensure that students receive the comprehensive support they need to succeed. The three tiers are universal (80% of students successful with this level), targeted, and intensive.

OBJECTIVE 2: To provide targeted, more intensive, and individualized support to students who are not making adequate progress despite universal interventions.

ACTIVITY/STRATEGY
Identify students who are not making adequate progress through a screening process or ongoing progress monitoring.
Determine the specific academic, social-emotional, or behavioral needs of the identified students through more comprehensive assessments and data analysis.
Develop a targeted intervention plan that addresses the identified needs and is aligned with state standards.
Provide targeted interventions in small groups or individually to meet the specific needs of the students.
Implement a data-based decision-making process to monitor student progress and determine the effectiveness of the interventions.
Communicate and collaborate frequently among teachers, administrators, and families to ensure that students receive consistent and coordinated support across all settings.
Provide ongoing support and coaching for teachers to ensure fidelity of implementation and continuous improvement of tier two interventions.

THE EXCEL CENTER (FOR ADULTS)

BILLY MOORE, COLEMAN, CONNALLY, DIBOLL, &

SAMPLE GOAL 1: Develop three-tiered support system that provides high-quality, evidence-based instruction and interventions to ensure that students receive the comprehensive support they need to succeed. The three tiers are universal (80% of students successful with this level), targeted, and intensive.

OBJECTIVE 3: To provide highly individualized and intensive support to students with the most significant needs to ensure their academic, social-emotional, and behavioral success.

ACTIVITY/STRATEGY
Identify students who are not making adequate progress through a screening process or ongoing progress monitoring.
Determine the specific academic, social-emotional, or behavioral needs of the identified students through more comprehensive assessments and data analysis.
Develop a targeted intervention plan that addresses the identified needs and is aligned with state standards.
Provide targeted interventions in small groups or individually to meet the specific needs of the students.
Implement a data-based decision-making process to monitor student progress and determine the effectiveness of the interventions.
Communicate and collaborate frequently among teachers, administrators, and families to ensure that students receive consistent and coordinated support across all settings.
Provide ongoing support and coaching for teachers to ensure fidelity of implementation and continuous improvement of tier two interventions.

THE EXCEL CENTER (FOR ALL CAMPUSES ADULTS)

CAMPUS GOAL 3: Create an environment where every students connects with their educational journey and connects their learning to make positive changes in their communities. To accomplish this, we will build up a team of high-quality staff who are committed to culturally responsive and sustaining andragogy, provide engaging and interesting instruction reflective of our student's experiences, and offer wrap-around support to address their academic and social-emotional needs.

ACTIVITY/STRATEGY
Increase recruitment of high-quality candidates through targeted outreach and expanded job posting networks, resulting in a more diverse and qualified staff.
Implement and support culturally responsive teaching practices and student-centered curriculum to better serve the needs of students from diverse backgrounds through consistent reinforcement and professional development, resulting in increased academic success and retention rates between student demographics.
Implement a teacher mentorship program that provides support and professional development opportunities, resulting in a 20% increase in teacher retention rates.
Leadership will complete 100% of staff observations and 100% staff will complete surveys in order to assess staff mission/vision alignment during SY.
Create and implement a program that supports the social and emotional needs of students from diverse backgrounds, resulting in increased engagement and sense of belonging.
Increase the diversity of the staff by 15%, resulting in a faculty that more accurately reflects the demographics of the student body.
Embedded SEL Skills within the curriculum in stages, beginning with SEL questionnaire, professional development and creating curriculum teams that will include all staff.

STATE COMPENSATORY EDUCATION PROGRAM

Needs Assessment related to SCE Program	All students enrolled with The Excel Center (for Adults) meet the criteria to be identified as At-Risk. They are all students aged 18 or older who have previously dropped out of high school and have enrolled in an adult high school.
Total amount of SCE funds allocated	\$2,300,000
Compensatory Education Strategies	Student Coaching support services; Counseling services; Free, on-site childcare services
Supplemental financial resources	See Resources Page
Supplemental FTEs (District and Campus)	Norwood: Exploration Center – 8 and Student Supports – 10 S. Austin: Student Supports - 2 Coleman: .3 Billy Moore: .3 Diboll: .3 Connally: .3 Stiles: .3

The Excel Center (for Adults)
2025-2026 Proposed Budget
Statement of Revenue and Expenditures

Object		State Required Board Approved	All Funds Budget			State Required Board Approved		By Fund			
		FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget	224 iDea B	256	263	420 FSP
5744	Contributions/Private Grants	-	1,248,560	1,440	1,250,000	-					
5758	Family Services Revenue	-	230,000	(95,000)	135,000	-					
Subtotal Local Revenue		\$ -	\$ 1,478,560	\$ (93,560)	\$ 1,385,000	\$ -	8.3%	\$ -	\$ -	\$ -	\$ -
581X	FSP Formula Foundation	11,946,462	11,946,462	2,166,073	14,112,535	14,112,535					14,112,535
5829	State Grant Revenue	-	250,000	235,000	485,000	-					
5833	State On Behalf Revenue	533,473	533,473	50,000	583,473	583,473					583,473
Subtotal State Funding		\$ 12,479,935	\$ 12,729,935	\$ 2,451,073	\$ 15,181,008	\$ 14,696,008	91.3%	\$ -	\$ -	\$ -	\$ 14,696,008
5929	Federal Grant Revenue	55,204	55,204	204	55,408	55,408		40,000	408	15,000	
Subtotal Federal Sources		\$ 55,204	\$ 55,204	\$ 204	\$ 55,408	\$ 55,408	0.3%	\$ 40,000	\$ 408	\$ 15,000	\$ -
Total Revenues Month XX, XXXX		\$ 12,535,139	\$ 14,263,699	\$ 2,357,717	\$ 16,621,416	\$ 14,751,416	100%	\$ 40,000	\$ 408	\$ 15,000	\$ 14,696,008

Expenditures by Functional Area		FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget	By Fund			
								224 iDea B	255	263	420 FSP
11	Instruction	5,896,020	6,146,105	566,846	6,712,951	6,472,145		40,000	408	15,000	6,416,737
13	Curriculum & Staff Development	124,806	124,806	41,422	166,228	166,228					166,228
21	Instructional Leadership	28,057	122,323	53,414	175,737	175,737					175,737
23	School Leadership	2,446,655	2,500,081	(85,021)	2,415,060	2,413,710					2,413,710
31	Counseling	1,870,241	1,870,241	392,128	2,262,369	2,262,369					2,262,369
34	Student Transportation	5,000	5,000	-	5,000	5,000					5,000
61	Community Programs										
	Family Services	698,388	926,965	2,361	929,326	794,326					794,326
	Graduate Scholarships			25,000	25,000						
	Emergency Assistance Fund		-	20,000	20,000						
Subtotal Instruction & Student Support		\$ 11,069,167	\$ 11,695,521	\$ 1,016,150	\$ 12,711,671	\$ 12,289,515	80.4%	\$ 40,000	\$ 408	\$ 15,000	\$ 12,234,107
41	General Administration	993,355	993,355	431,315	1,424,670	1,424,670					1,424,670
Subtotal General Administration		\$ 993,355	\$ 993,355	\$ 431,315	\$ 1,424,670	\$ 1,424,670	9.0%	\$ -	\$ -	\$ -	\$ 1,424,670
51	Plant Maintenance & Operations	140,811	1,189,371	(7,407)	1,181,964	131,964					131,964
52	Security & Monitoring Services	45,000	45,000	120,000	165,000	165,000					165,000
53	Data Processing Services	286,806	286,806	33,694	320,500	320,500					320,500
Subtotal Operations		\$ 472,617	\$ 1,521,177	\$ 146,287	\$ 1,667,464	\$ 617,464	10.6%	\$ -	\$ -	\$ -	\$ 617,464
Total Expenditures Month XX, XXXX		\$ 12,535,139	\$ 14,210,053	\$ 1,593,752	\$ 15,803,805	\$ 14,331,649	100.0%	\$ 40,000	\$ 408	\$ 15,000	\$ 14,276,241
Excess/Deficiency Revenue over Exp		\$ -	\$ 53,646	\$ 763,965	\$ 817,611	\$ 419,767		\$ -	\$ -	\$ -	\$ 419,767
Audited Fund Balance 07-01-24			\$ 6,048,503		\$ 6,102,149						
Est. Ending Fund Balance 06-30-25			\$ 6,102,149		\$ 6,919,760						

Fund Object R/U		State Required Board Approved		All Funds Budget	
Revenue		FY 2025 Original		All Funds FY24	Proposed Changes
	U Fundraising	-		200,000	-
	InKind use of Space			1,048,560	1,440
199	5744 Contributions/Private Grants	-		1,248,560	1,440
	U United Way 2 Gen			40,000	-
	U CAWDB			150,000	(66,000)
	U Self Pay Students			40,000	(29,000)
199	5758 Family Services Revenue	-		230,000	(95,000)
	Subtotal Local Revenue	\$ -		\$ 1,478,560	\$ (93,560)
420	581X R FSP Formula Foundation	11,946,462		11,946,462	2,166,073
429	R School Safety			185,000	-
410	R EMAT			65,000	235,000
	5829 State Grant Revenue	-		250,000	235,000
420	5833 State OnBehalf Revenue	533,473		533,473	50,000
	Subtotal State Funding	\$ 12,479,935		\$ 12,729,935	\$ 2,451,073
224	R iDeaB	40,000		40,000	-
255	R Title II, Part A	204		204	204
263	R Title III, Part A	15,000		15,000	-
	5929 Federal Grant Revenue	55,204		55,204	204
	Subtotal Federal Sources	\$ 55,204		\$ 55,204	\$ 204
Total Revenues Month XX, XXXX		\$ 12,535,139		\$ 14,263,699	\$ 2,357,717

<i>et</i>	<i>State Required Board Approved</i>
Proposed Budget	FY 2026 Original
200,000	-
1,050,000	
1,250,000	-
40,000	
84,000	
11,000	
135,000	-
\$ 1,385,000	\$ -
14,112,535	14,112,535
185,000	
300,000	
485,000	-
583,473	583,473
\$ 15,181,008	\$ 14,696,008
40,000	40,000
408	408
15,000	15,000
55,408	55,408
\$ 55,408	\$ 55,408
\$ 16,621,416	\$ 14,751,416

The Excel Center (for Adults)
2025-2026 Proposed Budget
State Compensatory Education Direct Expenses

Object

		SCE Only	420 FSP
581X	FSP Formula Foundation	2,300,000	14,112,535
5833	State OnBehalf Revenue		583,473
Total State Funding		\$ 2,300,000	\$ 14,696,008

Expenditures by Functional Area		SCE Only	420 FSP
11	Instruction		6,416,737
13	Curriculum & Staff Development		166,228
21	Instructional Leadership		175,737
23	School Leadership		2,413,710
31	Counseling	865,000	2,262,369
34	Student Transportation		5,000
61	Community Programs		
	Family Services	400,000	794,326
Subtotal Instruction & Student Support		\$ 1,265,000	\$ 12,234,107
41	General Administration	-	1,424,670
Subtotal General Administration		\$ -	\$ 1,424,670
51	Plant Maintenance & Operations		131,964
52	Security & Monitoring Services		165,000
53	Data Processing Services		320,500
Subtotal Operations		\$ -	\$ 617,464
Total Expenditures Month XX, XXXX		\$ 1,265,000	\$ 14,276,241
Excess/Deficiency Revenue over Exp			\$ 419,767



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QUOTE CONFIRMATION

JAVIER BENITEZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLNB310	5/29/2025	PLNB310	13405584	\$202,400.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad L14 Gen 4 - 14" - AMD Ryzen 5 - 7530U - 16 GB RAM - 512 GB Mfg. Part#: 21H50039US Contract: Region 16 ESC/TexBuy (022-G)	160	7761985	\$940.00	\$150,400.00
Lenovo 4Y Premier Support Upgrade from 3Y Depot CCI Mfg. Part#: 5WS0T36185 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Region 16 ESC/TexBuy (022-G)	160	5413442	\$189.00	\$30,240.00
Lenovo 4Y Accidental Damage Protection Add On Mfg. Part#: 5PS0A22966 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Region 16 ESC/TexBuy (022-G)	160	2991681	\$115.00	\$18,400.00
Lenovo Microsoft Autopilot PKID registration (Lenovo) - remote configuratio Mfg. Part#: SMS0R49023 Electronic distribution - NO MEDIA Contract: Region 16 ESC/TexBuy (022-G)	160	5514178	\$6.00	\$960.00
LVO RTP RELEASE CTRL DEPLOY+CLD REC Mfg. Part#: 5TS1C13845 Electronic distribution - NO MEDIA Contract: Region 16 ESC/TexBuy (022-G)	160	6945697	\$15.00	\$2,400.00

SUBTOTAL	\$202,400.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$202,400.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: THE EXCEL CENTER ACCTS PAYABLE 1015 NORWOOD PARK BLVD AUSTIN, TX 78753-6608 Phone: (512) 531-5500 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: THE EXCEL CENTER JAVIER BENITEZ 1015 NORWOOD PARK BLVD AUSTIN, TX 78753-6608 Phone: (512) 531-5500 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Adam Slater | (866) 643-9339 | adamsla@cdw.com

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GOODWILL CHARTERHOLDER BOARD MEETING

June 13, 2025

| Agenda

- Roll Call / Establish a Quorum / Public Comment
- Consent Agenda
- Superintendent Report
 - Highlights & Updates
 - Legislative Update
 - 2025-26 SY Budget
- Executive Session:
 - Action Item: Action Items from Executive Session
- Adjourn

| **Call to Order**

- Roll Call / Establish a Quorum
- Public Comment

| Consent Agenda

- Meeting Minutes, April 4, 2025
- Appointment of Armanino as External Auditor for FY ending June 30, 2025
- Pregnancy Related Services: Compensatory Education Home Instruction (PRS CEHI) Waiver

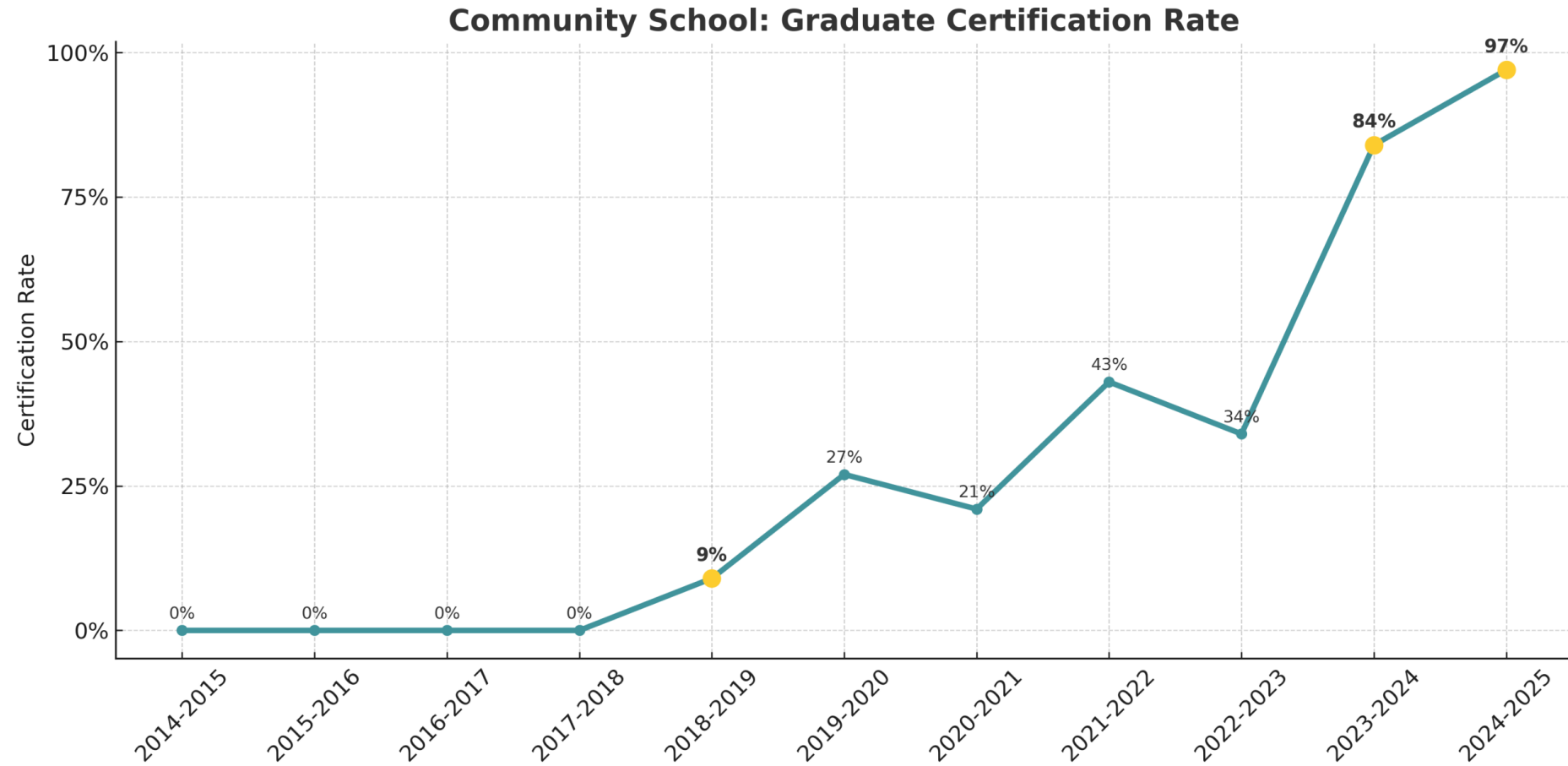
Motion and Second to approve the consent agenda

| Superintendent Report

| Highlights



| Highlights

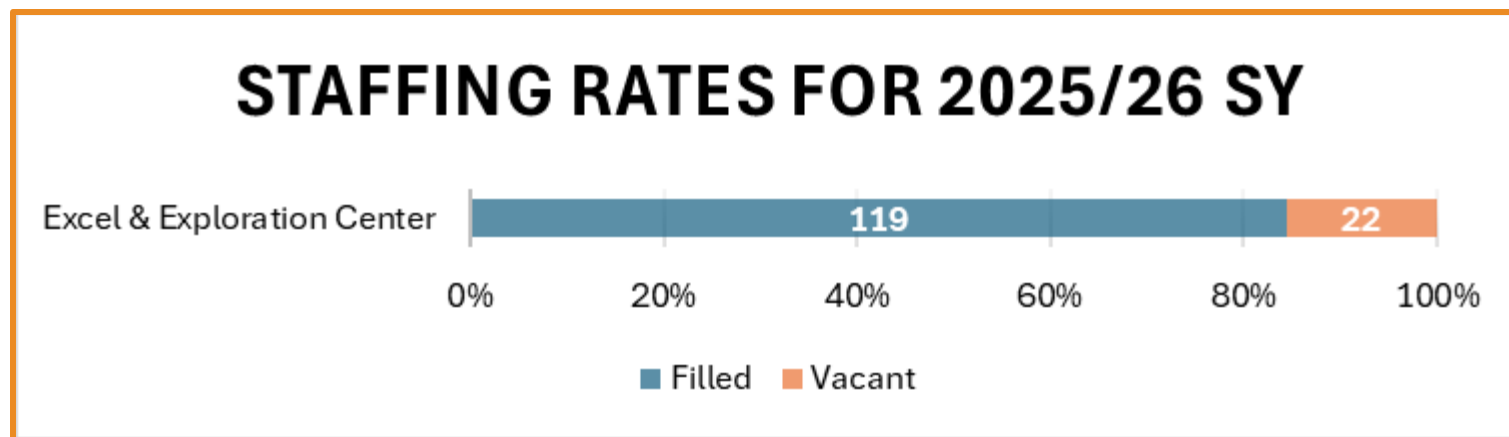


Team Updates

Key Leadership Roles

- ✓ Senior Director of Academics – Dayna Swain
- ✓ Norwood Campus Director – Katy Howry-Williams
- ✓ Connally Campus Director – Erik Galindo

🔍 Campus Director: Stiles (*Final Candidate Review in Progress*)



Scorecard – 2025

Key Performance Indicator: Excel	Year-End Target Goal	YTD Goal <i>May</i>	YTD Actual <i>May</i>	YTD Variance
1. # of Enrollments (Year to Date)	3,010	1,450	2,050	600
2. # of Credits Earned	8,750	3,255	4,457	1,202
2A. # of GE Credits Earned	6,735	2,485	3,740	1,255
2B. # of CTE Credits Earned	2,015	770	717	-53
3. # of Graduates (Year to Date)	275	165	182	17
3A. # Graduates with Certification	206	124	120	-4
4. # Certifications Earned (Excel, External, GCTA)	240	110	85	-25
4A. # Certs Earned from GCTA	80	25	41	16
4B. # Certs Earned from Excel/External	160	85	41	-44
5. Staff Retention % (Excel & Exploration Center)	88%	88%	83%	-5%

Key Performance Indicator: Exploration Center	Year-End Target Goal	YTD Goal <i>May</i>	YTD Actual <i>May</i>	YTD Variance
1. # of Enrollments (Year to Date)	50	30	42	12
2. % of Enrollment Capacity	84%	80%	78%	-2%
3. Staff Retention %	80%	77%	60%	-17%

Financials: 2024/25 SY

24/25 SY	Budget (YTD)	Actuals (YTD)	Variance
Revenue	\$12,132,006	\$12,195,201	\$63,195
Expense	\$12,331,698	\$11,931,571	-\$400,128
Margin	-\$199,692	\$263,630	\$463,322
Days Cash on Hand	60	123	63

Legislative Update

Priority Highlights

- ✓ SB 1490 – Adult Charter High School Funding Model Fix
 - 18-months of advocacy & preparation
 - Estimated to contribute an additional \$3 million+ for next year's budget
 - **Signed by Governor on May 24th --- Effective September 1st**
- ✓ SB 1 – State Budget for 2026 and 2027
 - Includes Funding for SB 1490 (\$20,408,072)
 - Additional Grant Funding for New Adult HS Campuses (\$7,500,000)

Monitoring Highlights

- ✗ SB 2942 – New Heights' Bill Relating to Adult Charter HS Programs
 - Proposed significant changes to the Adult Ed model
 - Never received the necessary support to move through the Senate
- ✓ HB 2 – Omnibus School Finance Bill
 - Includes a \$55 increase in basic allotment + Teacher Pay Increases + Additional Safety Funding.
 - The final version did not include Adult HS Facilities Funding
- ✓ HB 4687 – Relating to Immunity & Liability Laws
 - Extends existing charter school immunity and liability laws to include Adult HS

| Legislative Impact on Budget

- **Revenue**
 - Includes
 - Funding Fix
 - HB 2 High School Advising Allotment - \$50,000 per full-time advisor
 - Estimated Increase: \$150,000
- **Updated Compensation Reflecting HB 2**
 - Teacher Retention Allotment: Estimating \$376,000
 - \$4,000 – 3 to 4 years of experience / \$8,000 – 5 or more years of experience
 - Will replace original plan for 2% base + up to 3% performance increases
 - Estimated Increase: \$163,252
 - **TEA will release implementation guidelines & resources in the coming months**

| 2025/26 SY BUDGET

- **Objectives**

- Focus on strategic priorities with an emphasis on high-quality programming
- Maximize revenue opportunities
- Efficient with expenses
- Prepares for future growth

- **Timeline**

- Budget drafting began in January
- Presentations to GEB and Audit & Finance Committee – March / April / May

- **Components & Order of Approval**

- District & Campus Improvement Plans
- State Compensatory Education Budget Plan
- Budget at Fund & Function Level
 - *Including contracts greater than \$50k & compensation plan*

| Improvement Plans (Goals)

- Strategic Planning: Instructional Program & Long-term Expansion
 - *Supported by Charter School Growth Fund - \$120k Grant*
- Leadership Development
- College & Career Program Expansion
- Technology Improvements (Laptop Refresh)
- Master Schedule Design
- Community School Safety Enhancements

| Action Item

2025-2026 SY District & Campus Improvement Plans

Motion from GEB: Approve 2025-2026 SY District and Campus Improvement Plans

| State Comp Ed

- For at-risk students (100% of Excel)
- Based on income levels
- Embedded in Foundation School Program
- Budgeted SCE Revenue = \$2,300,000
- Direct Costs: Success Coaches & Family Services (55% of allotted funds)
- Indirect Costs: School Leadership, Transportation & Administration

Revenue			SCE Only	420 FSP
420	581X	FSP Formula Foundation	2,300,000	14,112,535
420	5833	State OnBehalf Revenue	-	583,473
			\$	
Total State Funding			2,300,000	\$ 14,696,008
Expenditures by Functional Area			SCE Only	420 FSP
11	Instruction		-	6,416,737
13	Curriculum & Staff Development		-	166,228
21	Instructional Leadership		-	175,737
23	School Leadership		-	2,413,710
31	Counseling		865,000	2,262,369
34	Student Transportation		-	5,000
61	Community Programs		-	-
	Family Services		400,000	794,326
			\$	
Subtotal Instruction & Student Support			1,265,000	\$ 12,234,107
41	General Administration			1,424,670

| Action Item

2025-2026 SY State Compensatory Education Budget

Motion from GEB: Approve 2025-2026 SY State Compensatory Education Budget

| **Contracts > \$50k**

- AYW - South Austin Lease - \$113,964
- Tri-Shield – Security - \$50,000 minimum (*may increase with additional coverage at Norwood*)
- Attuned - Strategic Planning: Instructional Program - \$75,000
- Bellwether - Strategic Planning: Expansion - \$98,820
- Hello Subs – Community School Substitutes - \$50,000
- CDW – Staff Laptop Refresh - \$202,400

| Action Item

2025-2026 SY Contracts Greater than \$50k

Motion from GEB: Approve contracts greater than \$50,000

| Compensation

BASE & PERFORMANCE (Effective TBD)

Total Budgeted Increase – Up to 5% - \$226,186

Base Increase – 2% - \$90,474

Individual Performance – Up to 3% - \$135,712

RETENTION & LONGEVITY (Paid TBD)

Total Budgeted Payment - \$448,800

Teacher Retention Allotment - \$4,000/\$8,000 - \$376,000

Retention - \$1000/non-teaching staff - \$58,800

Longevity - \$1000/non-teaching staff with 5 years - \$14,000

Total Pay Increases + Retention & Longevity - \$674,986

Performance Level (Based on Final Evaluation)	Rating Minimum	Rating Maximum	Individual Performance %
Below Threshold: Needs Improvement	0.0	1.9	0.0%
Threshold: Developing	2.0	2.9	0.5%
Target: Proficient	3.0	3.9	1.0%
Above Target: Accomplished	4.0	4.4	2.0%
Maximum: Distinguished	4.5	5.0	3.0%

Fund & Function (For Approval)

Fund Object			State Required Board Approved	All Funds Budget			State Required Board Approved					
Revenue			FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget	By Fund			
									224 Idea B	256	263	420 FSP
199	5744	Contributions/Private Grants	-	1,248,560	1,440	1,250,000	-					
199	5758	Family Services Revenue	-	230,000	(95,000)	135,000	-					
			\$	\$					\$		\$	\$
		Subtotal Local Revenue	-	\$ 1,478,560	(93,560)	\$ 1,385,000	\$ -	8.3%	-	\$ -	-	-
420	581X	FSP Formula Foundation	11,946,462	11,946,462	2,166,073	14,112,535	14,112,535					14,112,535
	5829	State Grant Revenue	-	250,000	235,000	485,000	-					
420	5833	State On Behalf Revenue	533,473	533,473	50,000	583,473	583,473					583,473
			\$	\$		\$			\$		\$	
		Subtotal State Funding	12,479,935	\$ 12,729,935	\$ 2,451,073	\$ 15,181,008	14,696,008	91.3%	\$ -	\$ -	-	\$14,696,008
5929		Federal Grant Revenue	55,204	55,204	204	55,408	55,408		40,000	408	15,000	
			\$	\$		\$			\$		\$	\$
		Subtotal Federal Sources	55,204	\$ 55,204	204	\$ 55,408	55,408	0.3%	40,000	\$ 408	15,000	-
			\$			\$			\$	\$	\$	
		Total Revenues Month XX, XXXX	12,535,139	\$ 14,263,699	\$ 2,357,717	\$ 16,621,416	14,751,416	100%	40,000	408	15,000	\$14,696,008

| Fund & Function *(For Approval)*

Expense	FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget	By Fund			
							224 iDea B	255	263	420 FSP
11 Instruction	5,896,020	6,146,105	566,846	6,712,951	6,472,145		40,000	408	15,000	6,416,737
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31 Counseling	1,870,241	1,870,241	392,128	2,262,369	2,262,369					2,262,369
34 Student Transportation	5,000	5,000	-	5,000	5,000					5,000
61 Community Programs	-	-	-	-	-					-
Family Services	698,388	926,965	2,361	929,326	794,326					794,326
Graduate Scholarships	-	-	25,000	25,000	-					-
Emergency Assistance Fund	-	-	20,000	20,000	-					-
Subtotal Instruction & Student Support	11,069,167	\$ 11,695,521	\$ 1,016,150	\$ 12,711,671	\$ 12,289,515	80.4%	\$ 40,000	\$ 408	\$ 15,000	\$ 12,234,107
41 General Administration	993,355	993,355	431,315	1,424,670	1,424,670		-	-	-	1,424,670
Subtotal General Administration	993,355	\$ 993,355	\$ 431,315	\$ 1,424,670	\$ 1,424,670	9.0%	\$ -	\$ -	\$ -	\$ 1,424,670

Summary

	State Required Board Approved	All Funds Budget			State Required Board Approved	
Revenue	FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget
Subtotal Local Revenue	\$ -	\$ 1,478,560	\$ (93,560)	\$ 1,385,000	\$ -	8.3%
Subtotal State Funding	\$ 12,479,935	\$ 12,729,935	\$ 2,451,073	\$ 15,181,008	\$ 14,696,008	91.3%
Subtotal Federal Sources	\$ 55,204	\$ 55,204	\$ 204	\$ 55,408	\$ 55,408	0.3%
Total Revenues Month XX, XXXX	\$ 12,535,139	\$ 14,263,699	\$ 2,357,717	\$ 16,621,416	\$ 14,751,416	100%

Expenditures by Functional Area	FY 2025 Original	All Funds FY25	Proposed Changes	Proposed Budget FY 2026	FY 2026 Original	% of Budget
Subtotal Instruction & Student Support	\$ 11,069,167	\$ 11,695,521	\$ 1,016,150	\$ 12,711,671	\$ 12,289,515	80.4%
Subtotal General Administration	\$ 993,355	\$ 993,355	\$ 431,315	\$ 1,424,670	\$ 1,424,670	9.0%
Subtotal Operations	\$ 472,617	\$ 1,521,177	\$ 146,287	\$ 1,667,464	\$ 617,464	10.6%
Total Expenditures Month XX, XXXX	\$ 12,535,139	\$ 14,210,053	\$ 1,593,752	\$ 15,803,805	\$ 14,331,649	100.0%

| Action Item

2025-2026 SY Budget

Motion from GEB: Approve the 2025-2026 SY Budget

| 24/25 SY Budget Amendment

- Margin-neutral amendment
- Adjustments to Funds 224, 255, 263 are updates to revised NOGA totals
- Adding Fund 279 to utilize remaining grant dollars for data analysis
- Fund 420 adjustments shift budget from underutilized functions to align with actual spending
- Adjustments to maximize Charter FIRST rating

| Action Item

2024-2025 SY Budget Amendment

Motion from GEB: Approve the 2024-2025 SY Budget Amendment

| ***Team Member Incentive Plan***

KPI Tracking in 2025/26 SY ----- Base & Performance Bonus Paid in 2026/27 SY

Position	Base	Potential Bonus <i>(Paid Incrementally over the Year)</i>		
		<i>Individual Performance</i>	<i>District / Campus Performance</i>	<i>Total Performance</i>
All Other Team Members	3%	2%	1%	3%
Coordinators / Managers	3%	3%	2%	5%
Directors (District & Campus)	3%	4%	4%	8%
Senior Directors	3%	5%	5%	10%

TMIP %	District KPI: 2025/26 SY	Target Goal Payout	Payout	Stretch Goal Payout
		100%	105%	110%
20%	1. # Enrollments <i>(Excel+Exploration)</i>	2015	2116	2217
15%	2A. # GE + CTE Credits Earned	6890	7235	7579
15%	2B. # CTE Credits Earned	2075	2179	2283
20%	3. # Graduates	332	349	365
30%	3A. # Graduate with Certification	193	203	212

| Action Item

2025-2026 SY Team Member Incentive Plan & KPIs

Motion from GEB: Approve the 2025-2026 SY Team Member Incentive Plan & KPIs

| **Executive Session**

Under Texas Gov't Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074.

| Reconvene

- **Action related to Executive Session**
 - *Motion & Second*

| Adjourn



GOODWILL
CENTRAL ★ TEXAS

Welcome

GCT BOD MEETING





Agenda

Welcome/Agenda Review

Mission Moment

Values Recognition

GCT/WFS Collaboration

Consent Agenda

Committee Reports

CEO Update

Development Update

Financial/Real Estate Update

New Business

Executive Session

Adjourn



GOODWILL
CENTRAL ★ TEXAS

MISSION SPOTLIGHT



BE ACCOUNTABLE

Joshua Thornton has been with GCT now for 17 years. He has held various management roles in retail and is now the Business Support Analyst for Retail Operations. Josh has been instrumental in managing multiple projects and working cross functionally to deliver several big projects for the organization. Some examples of this include the Clocktower remodel, Ecommerce operational changes, FAST production model and ReNu software piloting, sourcing new vendors and fixtures for retail, coordinating six more store remodels, and being the SPOC for Liberty Hill and Talyor new store openings. Joshua's experience and skillset has been extremely valuable during the leadership changes in DGR and in facilities.

Thank you for going above and beyond in your role and for all those you support.



GOODWILL CENTRAL TEXAS/WORKFORCE SOLUTIONS

TAMARA ATKINSON



Tamara Atkinson, WFS CEO

The state-designated workforce development organization for Austin

- 25 years in workforce leadership
- Creator of the Hire Local Plan adopted by city & county (16,000 residents received training, 230% wage increase!)
- Established the Austin Infrastructure Academy
- Advocate for Child Care as part of Workforce Infrastructure
- President of the Rosedale Foundation, a non-profit that financially supports AISD's Rosedale School for students with disabilities

Many accolades (current and past):

- Top Women in Business Award
- Austin Chamber of Commerce Board of Directors
- Austin Area Research Organization Board of Directors
- President of the U.S. Conference of Mayors' Workforce Development Council
- Texas Association of Workforce Boards' Executive Directors' Council
- Austin's Community Advancement Network board of directors



Consent Agenda

- Approve April 4, 2025, Meeting Minutes
- Approve Governance & Nominating Committee Policies
- Approve Executive Committee Policies
 - *Motion: Approve the consent agenda as presented.*

A decorative vertical panel on the left side of the slide, featuring a complex geometric pattern of overlapping squares, circles, and triangles in various shades of blue (light blue, medium blue, and dark blue).

Committee Updates

- FINANCE & AUDIT COMMITTEE, RICHARD SHIELDS
- EXECUTIVE COMMITTEE, RICHARD SHIELDS
- GOVERNANCE & NOMINATING COMMITTEE, CATHERINE SAVAGE
- STRATEGIC WORKFORCE DEVELOPMENT, WES BURKE



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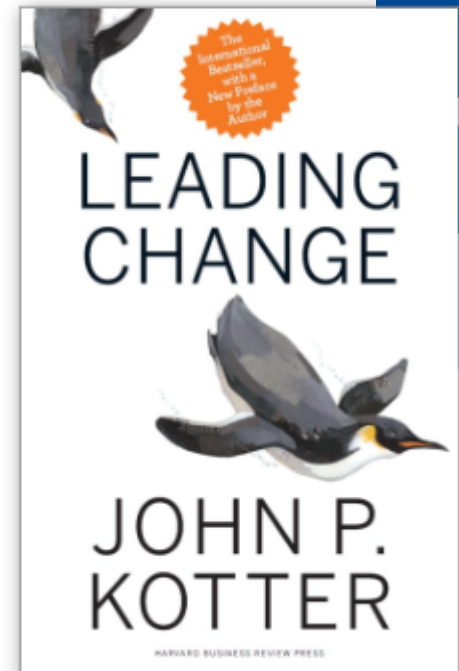
CEO Update

June 13, 2025



Leading Change at GCT

- 1. Sense of Urgency.** Failing Goodwill's, rising competition, contract/grant cancellations, labor costs, post-COVID shifts, GCT complacency & poor performance, etc. We must evolve to survive.
- 2. Guiding Coalition.** A unified Board and SEG with power to lead change effort. Key goals: Innovation, operational excellence, efficiency, accountability and strategic growth.
- 3. Vision & Strategy.** Defined vision and strategic plan implemented under Traction/EOS.
- 4. Communicating the Change Vision.** Using all channels to communicate the various changes. We do face quiet resistance rooted in discomfort with accountability.
- 5. Empowering action.** Getting rid of obstacles, changing systems and structures, encouraging risk taking and innovation.
- 6. Short-Term Wins.** Record performance across many areas. Culture shift is already driving outcomes.



Recent Team and Org. Changes

- Jen Carter and Jason Stewart no longer with GCT
- Erin Kingsbury interim SVP WFA (with GCTA). New role expanded to include owning vision and strategic partnerships.
- Carlos / HR now on SEG.
- Keith now over social enterprises (GSG & GCS).
- Aaron/Andrew now over Facilities (with Real Estate)
- Many other changes underway
 - New Excel team (e.g. new Norwood campus director)
 - New retail structure and leadership
 - Restructuring of logistics / supply chain
 - GCS structural changes anticipated
 - Facilities overhaul underway
 - Etc.

DGR / Real Estate (May)

	Budget	YOY
Retail Stores	102.5%	6.6%
Ecommerce	108%	15.9%
Outlets	100%	24%
ADC's	123%	48%
Purchased Goods	143%	39%
Salvage/Recycling	150%	30%

- Liberty Hill opening (ahead of schedule)
- Taylor opening as planned (Q3)
- Finalized 3 new leases (Scofield, Lake Creek, and Balcones)
- Lake Creek & Balcones are undergoing significant renovations
- Scofield, Airport, Pflugerville, Hutto, GRC, GDC & GCC renovations planned
- ReNu with AI being rolled out to all stores
- New AI enabled eComm process
- Change rotation (5 to 4 weeks) and change the sales schedule

WFA

- Texas Veterans Commission grant renewed (\$175k 70 served).
- 'Google AI Essentials' certification launched (39 out of 41 enrollees completed).
- Received Bill & Melinda Gates Foundation grant in partnership with Nava. Building prototype of Universal Intake.
- Michael and Susan Dell Foundation's ESL and Basic Literacy programs, "Foundations" and "Essentials," have officially launched.
- FastTrack launch (7/1). Job seeker access to recruiters 5-days a week.

Finance & Accounting

- 4% savings on department salaries and wages in May; expect to hit 5% by YE in line with goal.
- Launched a forecast that is continuously being updated.
- Strengthened compliance and audit relations (34% savings in audit fees compared to prior year)
- Enhanced operational efficiencies and internal controls
 - Integration of RAMP and D365
 - Retail discounts/coupons internal controls and reporting improved via partnership with Retail, IT, and Marketing
 - Centralized procurement savings of ~\$100k achieved by 5/31.

Other

- Contract management system now in place (ContractWorks)
- Successful management of employment claims (e.g. last week \$256k claim settled for \$38k in mediation)
- Selected new LP camera system
- GSG TWC/WorkQuest audit complete - re-certified for 3 more years.
- Integration of the GCT & Education Desks
- HR AI Chat Bot (now available in Spanish)

BSC (May)

Month/Year	May 2025				2025 YTD Totals			
Measurements	Goal	Actual	Variance	% of Goal	Goal	Actual	Variance	% of Goal
Top Divisional Scorecard								
	May 2025				YTD 2025 Totals			
	Goal	Actual	Variance	% of Goal	Goal	Actual	Variance	% of Goal
1. Total Excel graduations + total Excel & GCTA Certifications	137	122	-15	89%	396	460	64	116%
2. Job placements at or above a living wage	242	224	-18	93%	242	224	-18	93%
3. Total enrollment in Excel, GCTA & Exploration	19	63	44	332%	1,557	2,208	651	142%
4. Total Intensively Served (unduplicated)	5,295	4,361	-934	82%	5,295	4,361	-934	82%
5. Total Revenue	\$14,378,617	\$13,640,797	-\$737,820	95%	\$67,035,256	\$64,778,404	-\$2,256,852	97%
6. Operating Margin	\$519,346	-\$325,971	-\$845,317	-63%	-\$1,073,420	-\$1,566,094	-\$492,675	146%
7. Pre-mission free cash flow	\$2,978,792	\$2,641,000	-\$337,792	89%	\$10,792,419	\$11,008,000	\$215,581	102%
8. Days of Cash on Hand	53	55	2	105%	53	55	2	105%
9. Development	\$144,000	\$305,870	\$161,870	212%	\$423,000	\$549,024	\$126,024	130%
10. GSG + GCS Private Revenue	\$387,050	\$192,961	-\$194,089	50%	\$1,700,250	\$908,662	-\$791,588	53%
11. Same Store Sales Growth	4.0%	6.7%	2.73%	168%	3.7%	3.2%	-0.48%	87%
12. DGR Operating Margin	24.24%	12.86%	-11.39%	53%	21.1%	16.7%	-4.40%	79%
13. Average Donations per Store per Day	119	107	-12	90%	122	107	-15	88%
14. 90-day retail success rate***	60%	66.67%	6.67%	111%	60%	67%	6.67%	111%
15. Total retail turnover (goal <= 98% annualized)	98%	112.44%	-14.44%	115%	98%	91%	6.75%	107%
16. Total non-retail turnover (goal <= 32% annualized)	32%	42.12%	-10.12%	132%	32%	42%	-9.74%	77%

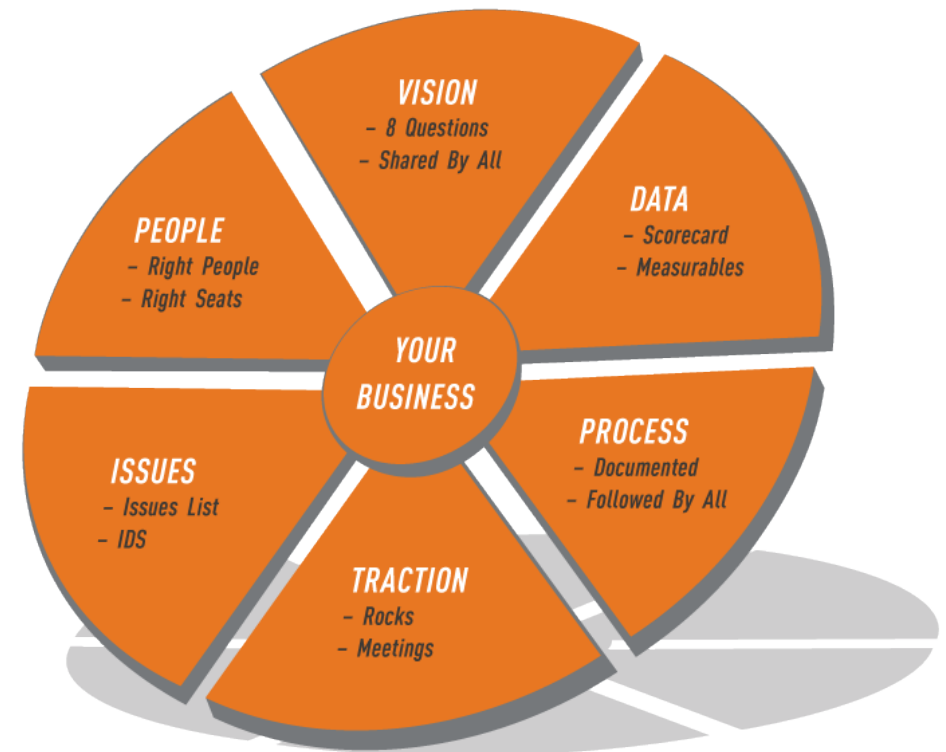
Strategic Plan Refresh Process



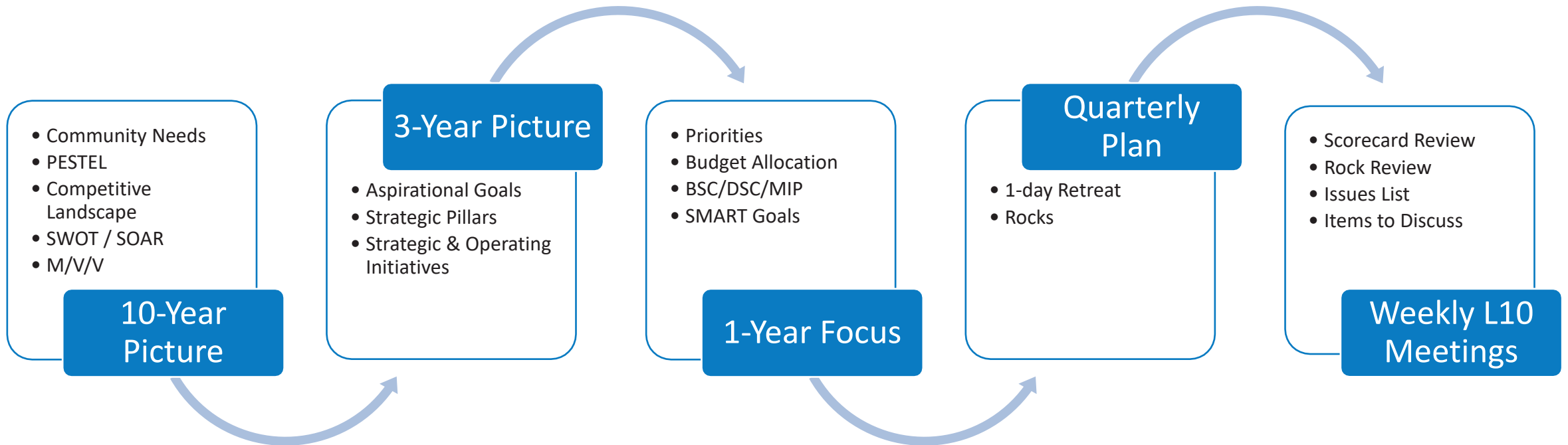
EOS Operating Framework



THE EOS MODEL™



EOS Process



EOS Annual Meeting Pulse

Updated 10-year picture. Refined SWOT/SOAR, competitive landscape, 10-year picture (Mission/Vision/Values), etc.

Updated 3-year picture (2026–2028) - updated V/TO (aspirational goals, strategic initiatives, 3-year projections, etc.) aligned with mission and market conditions

Clear 2026 Focus - a unifying set of goals / priorities to drive execution and investment in the coming year

Board-Aligned Priorities - agreement on BSC, MIP, risk posture and 2026 budget (detailed budgeting process separate)

Input-Driven, Inclusive Process - strategy informed by voices across leadership, stakeholders and Board for deeper alignment and shared ownership

Annual Pulse Timeline

Activity	Details	Date
Organizational reassessment	- Org. and Board SWOT/SOAR - Updated competitive analysis & market conditions	June 30 th
SEG / EOS Annual Meeting	- Synthesized SWOT/SOAR Review - Synthesized employee survey results - Review Competitive landscape - Strategic plan refresh w/ 2026 focus	July 11 th
EG Leadership Sync Meeting	- Review updated strategic plan - Launch budgeting process	July 18 th
Board Brown Bag	- Review synthesized SWOT/SOAR & employee survey - Review strategic plan refresh w/ 2026 focus	July 23 rd
Board / Committee touch points	- Review draft budget - Review draft strategic initiatives	Aug 19 th , 28 th Sept 12 th , 26 th Oct 23 rd
Board Draft Review	- Review draft budget - Review draft BSC & MIP	Nov 6 th , 14 th
Board Approval	- Approve 2026 Budget - Approve 2026 BSC & MIP	Dec 19 th



GOODWILL
CENTRAL★TEXAS

BREAK

10 MINUTES



Marketing & Development Update

MARA FOUTS

CHIEF DEVELOPMENT & MARKETING OFFICER



Marketing Update: Earned Media

CBS | AUSTIN

austin monthly



**RELIABLY
AUSTIN**

STUDIO 512

Wirecutter

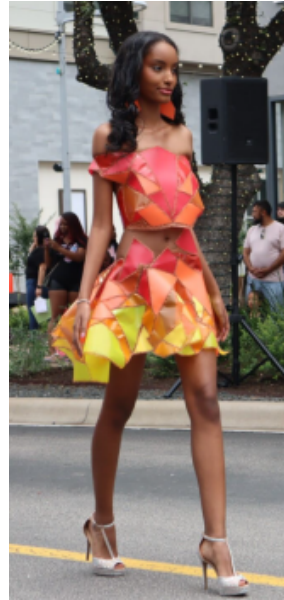


AUSTIN FASHION WEEK SUSTAINABLE OUTFITS BY GOODWILL CENTRAL TEXAS

- 140,000,000 impressions
- \$1.3 M in earned media value
- **\$1.6 M earned YTD of \$2.5 M goal**
- Less than \$1 million to go!



Marketing Update: Austin Fashion Week



Development Update



Grants	• \$257,435 Lennar Foundation for GCTA • \$50,000 Walmart Foundation for GRC
Survey	• 30 new prospects and 15 current donor prospects • ‘Qualification’ stage
Foundation update	• Internal Task Force • Business Case in progress

A GOOD NIGHT FOR GOODWILL

SEPTEMBER 25, 2025

JUNIOR LEAGUE OF AUSTIN COMMUNITY IMPACT CENTER

Food, drink, fashion, storytelling, and generosity
all in the company of good people.

Benefiting programs that transform lives through education and work.

THANK YOU TO OUR SPONSORS TO DATE!

Way Service, Ltd.

Wes Burke | Care.com
McCoy's Building Supply

The Bratton Firm, P.C.
Cara & Mike Clifford
Jenny Everett
Sunrise Technologies

BRIDGE FUND SUPPORTERS

Don Garbe & Connie Aldrich
Beth Moten & Alan Reuther
Melinda & Rob Neville



Scan for
sponsorships
and event updates.

Event Updates

- Underwriting - \$45k pledged
- Paddles Up/ Bridge Fund- \$21k pledged
- 2024 Sponsors- 6 returned, 1 new
- 4 Board Members have committed
- 1 Board Member secured a sponsorship
- **30% BOD participation to-date**
- **Let's get to 100%**
- New Highlights
 - Expanded Fashion Show



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Executive Financial Review

6.13.2025



Executive Summary YTD May 2025

- **Revenue** of \$65M is unfavorable to Plan by (\$2.3M)
 - **DGR** – Favorable to Plan \$0.9M, Ecommerce exceeds its Plan again and is on target to Plan year to date, Outlets are favorable after price changes, credential sales, and process improvements.
 - **Contracts** – Unfavorable to Plan (\$2.2M) due to slow ramp up of targeted private business in GSG Talent Solutions, (\$0.7M), and Commercial Services, (\$0.1M). Also impacting GSG Talent Solutions is the loss of funding for ~65 placements related to the DSHS State Contract, (\$1.3M).
 - **Grants** – Spend is down in WFA, unfavorable to Plan, by (\$0.2M) year to date. However, May saw a pickup in spend and we expect to catch up to Plan by end of year.
- **Operating margin** loss of (\$1.5M) is unfavorable to Plan by (\$0.5M).
 - **Salaries & Wages, Payroll Taxes** – Favorable to Plan \$2.2M offset by Contract Labor and Professional Fees unfavorable to Plan (\$0.6M). Reduction in contract revenue and employee vacancies are reducing wages and payroll taxes, while contract labor and professional fees filling in for employee vacancies.
 - **Supplies & Equipment, Repairs & Maintenance** – Favorable to Plan \$1.2M due in part to increased savings through negotiations and partly due to timing of spend.
 - **Employee Benefits** – Unfavorable to Plan (\$0.7M). See next slide for further details
 - **Insurance** – Unfavorable to Plan (\$0.3M) due to timing of dividend of \$0.24M received in June'25 but budgeted for May'25.

2025 Projected Covenant Test & Days Cash:

- \$20.9M in unrestricted cash on hand = 55 days, compliant with the Frost Bank requirement of 30 days.
- Trailing 12 FCCR is 1.22, compliant with Frost Bank requirement of 1.1.

Year-to-Date 2025 Income Statement – Goodwill Organization

Description	Year-to-Date 2025				2024	VAR to LY
	in \$000's					
	Actual	Budget	Fav / (Unfav)	%		
Revenue						
DGR	39,782	38,850	932	2.4%	37,673	2,109
Contracts	16,220	18,421	(2,202)	(12.0%)	18,087	(1,868)
Tuition	5,229	5,656	(427)	(7.5%)	3,719	1,510
Grants	2,808	3,218	(409)	(12.7%)	3,459	(651)
Contributions	677	771	(94)	(12.3%)	322	355
Other	63	120	(57)	(47.6%)	128	(65)
Total Operating Revenue	64,778	67,035	(2,257)	(3.4%)	63,387	1,391
Expense						
Salaries & Wages	35,321	37,044	1,723	4.7%	35,066	(255)
Total Controllable Expenses	49,074	51,663	2,588	5.0%	48,506	(568)
Controllable Margin	15,704	15,373	331	2.2%	14,881	823
Controllable Margin %	24.2%	22.9%	1.3%		23.5%	

Description	Year-to-Date 2025				2024	VAR to LY
	in \$000's					
	Actual	Budget	Fav / (Unfav)	%		
Allocated Expenses						
Payroll Taxes	3,085	3,522	437	12.4%	2,914	(170)
Employee Benefits	4,320	3,647	(673)	(18.5%)	3,658	(662)
Rents	6,058	5,801	(256)	(4.4%)	5,660	(397)
Interest Expense	455	455	(0)	(0.0%)	459	4
Depreciation	1,847	1,882	35	1.9%	1,826	(21)
Lease Amortization	292	232	(60)	(25.8%)	262	(30)
Insurance	862	556	(305)	(54.9%)	484	(378)
Intercompany Allocations	0	(1)	(1)	0.0%	(0)	(0)
Total Allocated Expenses	16,920	16,096	(824)	(5.1%)	15,264	(1,656)
Operating Margin (Excl. MIP)	(1,216)	(723)	(493)	(68.2%)	(382)	(833)
MIP	350	350	0	0.0%	350	(1)
Operating Margin	(1,566)	(1,073)	(493)	(45.9%)	(732)	(834)
Operating Margin %	(2.4%)	(1.6%)	(0.8%)		(1.2%)	
Non Operating						
Investment Income	351	50	301	601.8%	579	(228)
Gain/Loss	(249)	0	(249)	n.a.	15	(264)
Interest Rate Swap	(795)	0	(795)	n.a.	1,123	(1,918)
Contributions of DG	34,465	34,485	(20)	(0.1%)	32,522	1,944
Total Non Operating	(567)	123	(691)	(560.3%)	1,780	(2,347)
Net Income (Loss)	(2,134)	(950)	(1,183)	(124.6%)	1,047	(3,180)
Total Margin %	(3.3%)	(1.4%)	(1.9%)		1.7%	

DGR Growth Year over Year

DGR Growth Year over Year (in \$000's)

	May Month to Date				May Year to Date			
	<u>2025</u> <u>Actuals</u>	<u>2024</u> <u>Actuals</u>	<u>Var</u> <u>2025/2024</u>	<u>Pct</u>	<u>2025</u> <u>Actuals</u>	<u>2024</u> <u>Actuals</u>	<u>Var</u> <u>2025/2024</u>	<u>Pct</u>
Comparable Store Sales	\$6,601	\$6,191	\$409	6.6%	\$30,200	\$29,271	\$929	3.2%
Ecommerce	\$769	\$664	\$105	15.9%	\$3,269	\$3,415	(\$146)	(4.3%)
Outlets	\$1,177	\$949	\$228	24.0%	\$5,978	\$4,716	\$1,263	26.8%
Other Supply Chain	\$89	\$62	\$27	42.7%	\$375	\$303	\$72	23.7%
Subtotal Comp	\$8,635	\$7,866	\$769	9.8%	\$39,822	\$37,705	\$2,118	5.6%
Non-Comparable Store Sales	\$0	\$0	\$0	n/a	\$0	\$0	\$0	n/a
ELIMS	(\$8)	(\$6)	(\$1)	22.3%	(\$40)	(\$37)	(\$3)	9.1%
Total Revenue	\$8,628	\$7,860	\$767	9.8%	\$39,782	\$37,668	\$2,114	5.6%

Forecast

Year End Projection:

*Jan-May Actuals; Jun-Dec Forecast

Accounts	Forecast*	2025 Budget	Variance	Notes:
Revenue				
DGR	\$98,590,946	\$97,238,968	\$1,351,979	Ecomm Fav \$123k YTD; Stores fav \$0.2m; Supply Chain fav \$0.6m; Stores updated forecast +\$280k and Ecomm +\$140k per run rate favorability YTD.
Contracts	40,298,773	44,249,592	(3,950,820)	Removal of DSHS contract in GSG (\$3.5m); TXDOT (\$0.3m); Comm Svcs (\$0.1m)
Tuition	13,362,413	13,477,658	(115,245)	
Grants	6,607,321	7,130,073	(522,752)	WFA under utilized grant funding Jan-April. May Fav \$40k beginning to pick back up.
Contributions	2,374,480	2,468,972	(94,492)	
Other	259,230	378,800	(119,569)	On target, had a budget miss of \$54k for a reclass in IT that is not expected 2025 revenue
Total	\$161,493,163	\$164,944,062	(3,450,899)	
Total Controllable Expense				
Salaries & Wages	\$85,106,418	\$88,109,753	\$3,003,335	Forecast removed \$2.0m from GSG related to DSHS & TXDOT contracts;
Total Controllable Expenses	\$121,715,190	\$125,792,108	\$4,076,919	
Controllable Margin	\$39,777,973	\$39,151,954	\$626,019	
Controllable Margin %	24.63%	23.74%		

Forecast cont.

Year End Projection:

* Jan-May Actuals; Jun-Dec Forecast

Accounts	Forecast*	2025 Budget	Variance	Notes:
Allocated Expenses				
Payroll Taxes	\$7,512,255	\$8,097,538	\$585,283	
Employee Benefits	9,958,351	8,767,653	(1,190,698)	Health benefits are trending (\$0.3M) unfavorable due to higher cost claims and higher enrollment than expected; HRA unbudgeted (\$0.85M). The benefits team is working to direct participants to lower cost options within the care level needed to reduce cost of claims.
Rents	14,295,332	14,039,085	(256,247)	
Interest Expense	1,101,350	1,101,266	(84)	
Depreciation	4,522,478	4,557,559	35,081	
Lease Amortization	652,938	592,885	(60,053)	
Insurance	1,531,597	1,466,800	(64,798)	
Intercompany Allocations (H&O)	46,999	(5,501)	(52,500)	
Total Allocated Expenses	\$39,621,301	\$38,617,286	(1,004,016)	
Operating Margin w/ MIP	\$156,672	\$534,668	(\$377,996)	
MIP	850,260	850,261	(1.19)	
Operating Margin	(\$693,588)	(\$315,593)	(\$377,995)	Primarily driven by loss of GSG Talent Solutions contracts, & Employee Benefits
Operating Margin %	(-0.43%)	(-0.19%)		
Non Operating Expenses	(\$387,939)	\$302,716	(\$690,655)	
Net Income	(\$1,081,527)	(\$12,877)	(\$1,068,650)	
Net Income %	(-0.67%)	(-0.01%)		



GOODWILL
CENTRAL ★ TEXAS

Real Estate Update

BOARD OF DIRECTORS MEETING
6.13.2025



Taylor

- Demolition completed in mid-May
- Construction began 5/30
- Progress is being made daily
- Ahead of schedule for budgeted October 15th opening date

Liberty Hill

- Equipment/Fixtures have been installed
- Store is currently being merchandized and final punch list items being resolved
- **GRAND OPENING is next Friday, June 20th**





Liberty Hill Photos



Liberty Hill Photo



Liberty Hill Photo



Taylor Photos



Taylor Photos





Questions?



Other/New Business



GOODWILL
CENTRAL ★ TEXAS



GOODWILL

Executive Session

