

**Notice of Special Meeting
Board of Trustees
Wednesday, June 28, 2023**

A Special Meeting of the Board of Trustees will be held on Wednesday, June 28, 2023, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- | | |
|--|----|
| 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. | |
| 2) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby <u>prior</u> to the start of the meeting. | |
| 3) Consider approval of the minutes from the Regular School Board Meeting on June 21, 2023 | 2 |
| 4) Discuss and consider approval of purchase of Ball High Tor Store mobile store. | 6 |
| 5) Discuss and consider the submission of a Permanent Endowment Fund of Moody Methodist Church Application for a grant to advance the care of youth and mental health initiatives in an amount not to exceed \$200,000 | 8 |
| 6) Discuss and consider the approval of a proposal for Courville Stadium Bleacher Handrails | 9 |
| 7) Discuss and Consider the Employment Contract of the Superintendent of Schools. | 10 |
| 8) Discuss and Consider the Relocation Reimbursement Agreement of the Superintendent of Schools. | 23 |
| 9) Board Comments | |
| 10) Adjournment | |

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

For the Board of Trustees

Action Sheet

MEETING DATE:

June 28, 2023

AGENDA ITEM:

Consider approval of the minutes from the Regular School Board Meeting on June 21, 2023

RECOMMENDATION:

I move that the Board of Trustees approve the minutes from the Regular School Board Meeting on June 21, 2023



Matthew Neighbors Ed. D.
Acting CEO



Minutes of Regular Meeting

The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held June 21, 2023, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

BOT in attendance: Beeton, O'Neal, Jobe, Brown, Masel, Smecca Absent: Lakin
Staff in attendance: Scott, Polzin, Curry, Patrick, Post, Pruitt, Le, Fontenot, Martello, Alfred, Rivas, Neighbors, Rogers, Bly

Audio visual recording of this meeting can be found online at: <https://gisd.viebit.com/index.php?folder=ALL>

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. -6:03pm
- 2) Pledge of Allegiance to the United States flag and the Texas flag. -6:03 *Led by Kari Nance, recent Ball high graduate.*
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting. -6:04
- 4) Declaration of Conflicts of Interest -6:05 *Jobe will be abstaining from the salary study.*
- 5) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. -6:06

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
 - B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.
- A) Personnel
 - 1) Discuss Superintendent Contract.
 - B) Consultation with Attorney
 - C) Real Property
- 6) Reestablish the open meeting of the Galveston ISD Board of Trustees. -8:17
 - 7) District Reports -8:17
 - A) Board Committee Reports
 - 1) Curriculum Committee report given by Chair, Mrs. Ann Masel -8:17
 - 2) Facilities/Finance Committee report given by Chair, Mr. Johnny Smecca -8:19
 - 8) Financial Reports and Budget Update -8:21 *Given by Jeff Martello*
 - 9) CONSENT AGENDA - Action Items -8:23 *Motion by Beeton. Second by Jobe. Minutes posted had two spelling errors that have been corrected. Approved 6-0*
 - A) Consider approval of the minutes from the Regular School Board Meeting on May 17, 2023, and the Special Meeting on May 24, 2023.
 - B) Consider approval of personnel resignations and recommendations with contracts.
 - C) Discuss and consider approval of payment of attorney fees.

- D) Consider approval of Budget Amendments
- E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.
- F) Discuss and consider the submission of the 2024-2025 Stronger Connections Grant – to support the way Galveston ISD responds to bullying, violence, and acts of hate.
- G) Discuss and consider approval of a 36-month agreement with Instructure to purchase the Canvas Learning Management System and use ESSER funding to purchase year 1 for an amount not to exceed \$60,736.
- H) Discuss and consider the approval to purchase Neuhaus Education Center's supplies, materials, and professional development during the 2023-2024 school year using the Galveston Community Dyslexia Initiative grant funds for an amount not to exceed \$70,000.
- I) Consider renewal of CSRFP# 2021-22-014, Disaster Restoration & Recovery Services, naming Mooring Recovery Services, Inc. as the Contractor of Record in the event of an emergency or natural disaster. The 23-24 renewal term would be year two (2) of a five (5) year RFP schedule.
- J) Consider renewal of RFQ 2021-22-016, Surveying Services, naming Landtech and KFW as two firms that GISD may use in the 23-24 term
- K) Consider renewal of RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing
- L) Discuss and consider the approval of an add service proposal for Courville Stadium Stands
- M) Discuss and consider the approval of proposal for Central Middle School Dance Floor
- N) Consideration of Resolution Accepting an Offer and Approving the Sale of Surplus Property Located at 1405 34th Street.
- O) Discuss and consider approval to give the superintendent hiring authority for the months of July and August 2023.
- P) Discuss and consider the purchase of the GoGuardian software annual license.
- Q) Consider approval of the proposal from Onward Learning for Medicaid Claiming Services

10) REGULAR AGENDA- Action Items -8:24

- A) Discuss and Consider employment of the Superintendent of Schools. -8:24 *Motion by Masel to hire Dr. Matthew Neighbors. Second by Jobe. Discussion. Approved 6-0*
- B) Recommend naming Director of Athletics for GISD. -8:26 *Dr. Neighbors read the administration's recommendations that Jerald Temple be named head basketball coach/athletic director, Sheldon Benight, our head football coach, as associate athletic director for boys, and Michelle Norfolk, our head volleyball coach, the associate athletic director for Girls. Motion by O'Neal to approve the recommendations. Second by Smecca. Discussion. Approved 5-1. Beeton opposed.*
- C) Discuss and consider approval of the 2023-2024 Salary Plan -8:31 *Motion made and read by Masel. Second by O'Neal. Discussion. Approved 5-0-1. Jobe abstained.*
- D) Discuss advantages and disadvantages of holding future trustee elections in May or in November. -8:40 *Discussion only.*

11) Suggested Future Agenda Items -8:45 *Masel asked for a Security update.*

12) COMMENTS FROM THE BOARD OF TRUSTEES

Smecca would like to thank Jerald Temple for his community work with Mike Evans and the camp over the weekend.

Jobe talked about the Neuhaus grant for dyslexia and also, he is glad to be able to choose the new AD from current employees.

O'Neal spoke about Juneteenth activities and how important it was here in Galveston. Also, he was part of the naturalization session. There were 19 inductees.

Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:

1. Expressions of thanks, gratitude, and condolences

2. Information regarding holiday schedules
 3. Honorary or salutary recognition of a public official, public employee, or other citizen
 4. Reminders regarding GISD events
 5. Reminders regarding community events
 6. Health and safety announcements
- 13) Adjournment -8:51

Minutes taken by: Amedia Bly

Approved on June 28, 2023

Mr. Tony Brown, President

Shae Jobe, Secretary

Action Sheet

MEETING DATE:

June 28, 2023

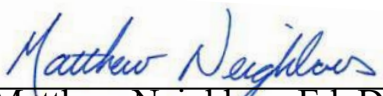
AGENDA ITEM:

Discuss and consider approval of purchase of Ball High Tor Store mobile store.

The Ball High Tor Store has secured \$60,000 in funding from the Galveston Education Foundation, Mary Moody Northen Foundation, and the Ippolito Foundation for the purchase of a mobile store. The District is recommending the purchase of one mobile retail trailer. GISD will utilize the BuyBoard Purchasing Cooperative. The purchase will assist in enabling the Ball High Tor Store to penetrate new markets, advance student opportunities, and market new and exciting products to larger audiences. Quote to be submitted under separate cover.

RECOMMENDATION:

I move that the Board of Trustees approve the purchase of Ball High Tor Store mobile store for an amount not to exceed \$60,000 from secured grant funding.


Matthew Neighbors Ed. D.
Acting Chief Executive Officer


Jeff Martello
Chief Financial Officer

CUSTOM TRAILER ORDER QUOTE

Date: 6/14/2023

Sold to: **Rob - Darren**

Phone: _____

Fax: _____

Email: _____



110 E. North Ave.
 Carol Stream, IL 60188
 Phone: 800-832-5331 - Fax: 630-580-5843
 www.AdvantageTrailer.com

Sales Rep: **Zach Morrison**

TRAILER/EQUIPMENT PURCHASED

MAKE **Stealth**

VIN TBD

MODEL **8.5' x 24'** YR 2024

COLOR Black

PAYMENT TERMS:

50%	WITH ORDER
0%	UPON PRINTS APPROVAL
50%	UPON COMPLETION & BEFORE SHIPPING

Down payments: **Approved Company Check**
 or **Wire Transfer**

BALANCE DUE before delivery

Payment in full due prior to shipping or pickup
 Final payment will be cash, cashiers check, or
 wire transfer.

CANCELLATION FEE: 50% of total order for
 cancelled orders for engineering, setup, drawings,
 materials, quotations, and or re-marketing fees.

Documents required for signoff:

- This order
- Detail build sheet of
 9 weeks after prints are signed

Estimated completion date:
 at Napanee, Indiana

Advantage Trailers _____ Date _____

TRAILER \$55,976

NET TRAILER **\$55,976**

FREIGHT/ FOB NAPPANEE, IN 46551 \$3,185

DOC FEE includes title processing,
 FedEx and/or special handling. \$88

SUB-TOTAL \$59,249

TRAILER SALES TAX: \$0
 * Estimated sales tax

LICENSE & TITLE / DRIVE AWAY \$27

TOTAL TRAILER SALE **\$59,276**

PARTS & ACCESSORIES

SUB-TOTAL	\$0
PARTS SALES TAX:	 \$0
LABOR	_____
TOTAL PARTS SALE	\$0

TOTAL TRAILER & PARTS \$59,276

DEPOSIT PAY THIS AMOUNT **\$29,638**

\$0

BALANCE DUE PRIOR TO SHIPPING **\$29,638**

Purchaser _____ Date _____

Action Sheet

MEETING DATE:

June 28, 2023

AGENDA ITEM:

Discuss and consider the submission of a Permanent Endowment Fund of Moody Methodist Church Application for a grant to advance the care of youth and mental health initiatives in an amount not to exceed \$200,000

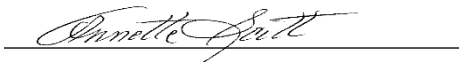
The Permanent Endowment Fund of Moody Methodist Church has opened its grant cycle for Health Services. GISD Administration is seeking permission to apply on behalf of the Causeway Galveston Team focusing on continued Mental Health Supports for Galveston ISD students. The grant request will be to provide tiered support to students through the employment of two mental health/behavior support staff who will be written into the grant as well as instructional resources for campuses. The grant is due July 17.

RECOMMENDATION:

I move the Board of Trustees approve the submission of an application for the Permanent Endowment Fund grant to advance the care of youth and mental health initiatives in an amount not to exceed \$200,000.



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott.
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE:

June 28, 2023

AGENDA ITEM:

**Discuss and consider the approval of
a proposal for Courville Stadium
Bleacher Handrails**

Courville Stadium scope of work to include the following: Proposal is for the installation of hands rails at the visitor and home side bleachers including the lengths of the new front walkway extensions and back of the stands. Vendor proposal is from Jamail & Smith Construction, LP. Buy Board Purchasing Contract #581-19 is being utilized. Proposal Under Separate Cover. Funding source will be from the voter approved bond funds (2022).

RECOMMENDATION:

**I move that the Board of Trustees
approve the Proposal for the JOC
contractor (Jamail & Smith
Construction) to proceed. Proposal
under separate cover.**


Matthew Neighbors Ed. D.
Acting Chief Executive Officer


Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

June 28, 2023

AGENDA ITEM:

Discuss and Consider the Employment
Contract of the Superintendent of Schools.

Under Separate Cover

RECOMMENDATION:

**I move that the Board of Trustees
approve the Employment Contract for
Dr. Matthew Neighbors as
Superintendent of Schools for Galveston
ISD effective July 1, 2023.**

Anthony Brown

Anthony Brown
President, Board of Trustees

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 28th day of June, 2023, by and between the **BOARD OF TRUSTEES** (the "Board") of the **GALVESTON INDEPENDENT SCHOOL DISTRICT** (the "District") and **MATTHEW NEIGHBORS** (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapters 11 and Chapter 21 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Term. The Board does hereby employ the Superintendent, and the Superintendent does hereby accept employment, as Superintendent of Schools for the District for a term commencing on July 1, 2023 and ending on June 30, 2026. The Board may, with the consent and approval of the Superintendent, extend the term of this Contract at any time during its term and as permitted by state law.

1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

2. EMPLOYMENT

2.1 Primary Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, his duties and responsibilities shall include but shall not be limited to those outlined by Section 11.201(d) of the Texas Education Code. It shall be the duty of the Superintendent to recommend for employment all professional employees of the District, subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful

directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent shall perform these duties with reasonable care, diligence, skill, and expertise, consistent with the Board's goal of high academic performance for the District's students. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certifications. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification, the Texas Education Agency, or such successor agency charged with issuing educator certifications by the State of Texas, and shall also maintain any other certificates required by law.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board and its Committees, both public and closed, with the exception of those closed Board meetings devoted to (1) the consideration of any action or lack of action on the Superintendent's Contract, or (2) the Superintendent's evaluation, or (3) for purposes of resolving conflicts between individual Board members, or (4) instances when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

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

2.6 Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District, provided that the Superintendent provides the Board with notice of any such claim within a reasonable period of time; excluding, however, any such demand, claim, suits, actions,

judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or engaged in criminal conduct; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be by agreement of Superintendent and the Board if such legal counsel is not also District's legal counsel. If a legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred and Twenty-Five Thousand and No/100 Dollars (\$225,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract without Superintendent's written consent. In such an event, the Board and the Superintendent shall thereafter execute a new contract or contract amendment incorporating the agreed-upon, adjusted salary.

3.3 Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of six (6) non-duty days or the same number of non-duty days authorized by policies adopted by the Board for administrators on twelve (12) month contracts. These non-duty days may be taken in a single period or at different times. The non-duty days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused non-duty days, up to a maximum of six (6) days annually, shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused non-duty days at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 220. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve (12) month contracts, the days to be taken in a single period or at different times.

3.4 Insurance. The District shall pay the same premiums or portions of premiums for hospitalization and major medical insurance coverage for the Superintendent as it does for other District employees pursuant to the group health care plan provided by the District for its

employees.

3.5 Professional Growth. The Superintendent shall devote his time, attention, and energy to the performance of his duties and the direction, administration, supervision, and academic performance of the District and its schools. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's participation in appropriate professional meetings at the local, regional, state, and national levels, provided that such activities do not conflict with his duties. The Board encourages the use of data and information sources and the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform his duties. The Board shall permit a reasonable amount of time for the Superintendent to attend such seminars, courses, or meetings as the Superintendent and the Board deem appropriate. The District shall pay for the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships that are reasonably necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, if approved in advance by the Board.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic organizations, such as the chamber of commerce, civic clubs, governmental committees, and educational organizations, provided that such activities do not conflict with his duties. The Board concludes that reasonable participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that: (1) such offices or responsibilities do not interfere with the performance of his duties, and (2) the Board consents in advance to Superintendent holding any such office. The Board will notify the Superintendent if it learns of any activity which it believes presents a conflict or interferes with the performance of his duties. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 Expenses. The Superintendent shall purchase and maintain in force appropriate liability insurance for his vehicle at all times during the term of this Contract or any extension thereof. The Superintendent shall be reimbursed for reasonable and necessary business travel in his vehicle outside of the District at the District's established mileage reimbursement rate. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and shall provide the Board with a monthly report of all such costs and expenses incurred during the preceding month.

3.8 Teacher Retirement System. For performance of Superintendent duties, the

District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS, and is subject to applicable taxes.

3.9 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of each annual physical examination. The examination shall be performed on or before January 31 of each year of this Contract, unless otherwise mutually agreed to by the Superintendent and Board President. Any other health information obtained by Board members about the Superintendent through sources other than the annual physical shall be kept strictly confidential, to the greatest extent permitted by law.

3.10 Performance-Based Incentive Program. The Board and the Superintendent shall work together to develop a performance-based incentive program for the Board's consideration and adoption. The program shall be based on an objective analysis of data and information related to meeting or surpassing the goals and goal progress measures adopted by the Board in accordance with Section 4.1 of this Contract. It is the intent of the parties that the program will be developed so that the 2023-2024 school year may serve as an initial baseline, with performance during the 2024-2025 school year serving as the first opportunity for the Superintendent to qualify for additional compensation. The program may be amended, revised, or terminated by the Board during the term of this Contract or any extension thereof, based on changes to the goals and goal progress measures, the Texas student assessment program, the Texas district and campus accountability program, or other factors that the Board determines require such amendment, revision or termination; provided however, that Board may modify the program/goals/goal measures for future years but once goals/goal measures are set for a particular current year, the Board may not amend such goals/goals measures for the current year (i.e., 6 months into the performance year) without consent of the Superintendent. Any additional compensation to the Superintendent as a result of the program shall be memorialized by a written Amendment to this Contract approved by the Board and signed by both parties.

3.11 Benefits. In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

4. ANNUAL PERFORMANCE GOALS

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District on or before July 1 of each school year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals and also recommended goal progress measures. The Superintendent and the Board shall meet annually to assess the District's progress in achieving the goals, and the Board may adjust or revise the goals either by its own action or by approving a recommendation of the Superintendent. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be the primary criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific and objectively measurable, to the extent feasible. The District Goals shall be published on the District's web site. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5. REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to his performance of his duties and the duties of the Superintendent as outlined in the Superintendent's job description and Section 11.201 (d) of the Texas Education Code and shall be based primarily on the District's progress towards accomplishing the District Goals.

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

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. The evaluation and response, if any, shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent must be offered the opportunity to provide input thereon before such modifications are adopted, and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

6. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Extension/Nonrenewal. Extension and/or nonrenewal shall be in accordance with

Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

7. TERMINATION OF EMPLOYMENT CONTRACT

7.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (t) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or other crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- G) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

- (I) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;
- (r) Repeated failure to meet the goals and/or goal progress measures established in accordance with Section 4.1 of this Contract; or
- (s) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event that the Board proposes to terminate or terminates this Contract for "good cause" the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

7.5 Resignation of Superintendent. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

8. MISCELLANEOUS PROVISIONS

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Galveston County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term set forth herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

8.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.5 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

8.6 Authority. The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on June 28, 2023.

[Signature Page Follows]

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after June 28, 2023.

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Executed this June 28, 2023.

SUPERINTENDENT

By: _____
Matthew Neighbors

Executed this June 28, 2023.

MOVING AND RELOCATION EXPENSES AGREEMENT

STATE OF TEXAS §

COUNTY OF GALVESTON §

This Moving and Relocation Expenses Agreement (the “Agreement”) is entered into on the 28th day of June 2023, by and between the BOARD OF TRUSTEES (the “Board”) of the GALVESTON INDEPENDENT SCHOOL DISTRICT (the “District”) and MATTHEW NEIGHBORS (the “Superintendent”).

The Board and the Superintendent, for in and consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code have agreed, and do hereby agree, as follows:

Section 1. The Board has employed the Superintendent, and the Superintendent has accepted employment as Superintendent of Schools for the District for a term commencing on July 1, 2023 and ending on June 30, 2026.

Section 2. In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings, up to a maximum reimbursement of \$7,500.00 ("Moving Expenses"). The Superintendent shall document all Moving Expenses with paid receipts, cancelled checks, or credit card statements, and the District shall reimburse the Superintendent for all such documented Moving Expenses within thirty (30) days of the District's receipt of such documented Moving Expenses. The Superintendent shall be responsible for and shall pay any taxes due on this reimbursement of reasonable and necessary Moving Expenses.

Section 3. If the Superintendent incurs Moving Expenses more than once (i.e. for temporary housing and permanent housing) on or before December 31, 2024, the Superintendent shall be reimbursed for either or both moves, provided that 1) the total amount of the reimbursement shall not exceed the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and 2) that the Board receives documentation for expenses incurred up to that amount.

Section 4. The reimbursements of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District discussed in Section 2 shall not become a part of the Contract of Employment between the Board and the Superintendent. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such reimbursement being made again at any time in the future during his employment as Superintendent.

Section 5. The Superintendent is granted five (5) additional nonduty days to attend to relocating from his current residence to the District. These additional nonduty days may be used between July 1, 2023, and December 31, 2023. If these additional nonduty days are not used by December 31, 2023, they shall be lost and shall not accrue and carry forward.

Section 6. This Agreement is governed by the laws of the State of Texas and it shall be performable in Galveston County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall be in Galveston County, Texas, unless venue is required elsewhere by Texas law.

Section 7. This written Agreement contains and constitutes the entire understanding and agreement between the Board and the Superintendent with respect to the District's reimbursement of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District and it supersedes any previous negotiations, discussions, agreements, understandings, or written communications with respect to its subject matter.

EXECUTED AND AGREED TO in duplicate originals this 28th day of June, 2023.

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: _____
Anthony Brown, President
Board of Trustees

ATTEST:

By: _____
Shae Jobe, Secretary
Board of Trustees

SUPERINTENDENT OF SCHOOLS

Matthew Neighbors

Action Sheet

MEETING DATE:

June 28, 2023

AGENDA ITEM:

Discuss and Consider the Relocation
Reimbursement Agreement of the
Superintendent of Schools.

Under Separate Cover

RECOMMENDATION:

**I move that the Board of Trustees
approve the Relocation Reimbursement
Agreement for Dr. Matthew Neighbors.**

Anthony Brown

Anthony Brown
President, Board of Trustees