

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