## SUPPLEMENTAL DUTIES AGREEMENT FOR ACTING CHIEF EXECUTIVE OFFICER

This Supplemental Duties Agreement for Acting Chief Executive Officer ("Agreement") is made and entered into by and between the Galveston Independent School District ("District" or "GISD") and Matthew Neighbors ("Neighbors").

WHEREAS, Dr. Jerry Gibson has submitted his resignation as Superintendent of Schools effective at 11:59 p.m. on June 30, 2023, and the GISD Board of Trustees ("Board") accepted this resignation at its regular meeting on May 8, 2023;

WHEREAS, on May 8, 2023, the Board appointed Neighbors to serve as Acting Chief Executive beginning on May 9, 2023, on an at-will basis, and Neighbors has accepted such appointment; and

WHEREAS, Matthew Neighbors currently is employed by the District on an Administrator Contract, and he is assigned as the District's Executive Director of Secondary Education.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

- 1. Beginning on May 9, 2023, and continuing until an Interim Superintendent is hired, Neighbors shall be officially designated "Acting Chief Executing Officer."
- 2. During the time he serves as Acting Chief Executive Officer, Neighbors shall perform the duties of Superintendent of Schools as prescribed in law and Board policy, as they currently exist or as they hereinafter may be adopted or amended, and will devote his full time and energy to the performance of these duties in a faithful, diligent and efficient manner.
- 3. In addition to his current compensation and benefits and during the time he serves as Acting Chief Executive Officer, Neighbors shall receive each pay period:
  - a. A fifty-percent increase in his yearly salary resulting in an increase in Neighbors' regular daily rate of pay from \$536.86 to \$805.30.
- 4. Neighbor's appointment as Acting Chief Executive Officer is temporary, at-will, and at the pleasure of the Board. Neighbors does not have a property interest in, nor any legally recognizable or enforceable expectation of, continued service in the position of Acting Chief Executive Officer. The Board may terminate this Agreement at any time by appropriate Board action and written notice to Neighbors. If not terminated sooner, this Agreement terminates automatically when the Board employs an Interim Superintendent of Schools and that person begins to perform the duties of Interim Superintendent.

- 5. Upon termination of this Agreement, Neighbors will be entitled to the compensation and benefits of his Administrator Contract, and he will return to his assignment as the Executive Director of Secondary Education unless the Parties mutually agree in writing to a different arrangement.
- 6. This Agreement shall be 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.
- 7. This Agreement contains the entire understanding and agreement of the parties regarding Neighbor's appointment and service as Acting Chief Executive Officer. This Agreement may only be amended or modified by subsequent written agreement signed by the Parties.

## GALVESTON INDEPENDENT SCHOOL DISTRICT

## **AGREED AND APPROVED:**

By:		By:	
•	Shae Jobe	·	Anthony Brown
	Secretary, Board of Trustees		President, Board of Trustees
Date:		Date:	
		By:	
		J	Matthew Neighbors
			Acting Chief Executive Officer
		Date:	