

SUPERINTENDENT'S CONTRACT

Midland School District

The Board of Directors of the Midland School District ("Board") and Toby Crosby ("Superintendent") agree:

1. **Employment:** The Board agrees to employ the Superintendent of the Midland School District for the period of **July 1, 2023**, through **June 30, 2025**, on a 240-day Agreement, who will serve as the school district's chief administrative officer, and perform all duties and possess all powers granted by applicable Arkansas law, rules or regulations, and Board policy, until this Agreement expires or is terminated, as provided in Paragraph 10. The Superintendent agrees to accept the employment, and faithfully discharge the duties incident to it.
2. **Compensation:** The salary to be paid to the Superintendent, effective July 1, 2023, shall be at an annual rate of \$95,000.00 payable in 12 monthly installments. This compensation includes any and all mileage expenses to and from school activities or meetings, unless a school vehicle is unavailable for the use by service, damage, or being used to fulfill other school duties by staff members. If personal vehicle is required due to availability of school vehicles, a monthly voucher with mileage and reason will be turned in to the Midland School Board for approval of mileage reimbursement up to 4,000 miles per calendar year.
3. **Duties:** The Superintendent will serve as the chief executive officer of the School District and shall have the powers necessary to perform this duty. All district staff are subject to the direction of the Superintendent and must be recommended for hire, rehire, termination or nonrenewal by the Superintendent. The Superintendent will tender an official transcript of all post-secondary course work, a copy of his teaching license, proof of age and any other documents necessary to comply with state or federal law. The Superintendent will maintain his license in good standing. Any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.
4. **Professional Development:** The district will pay the dues for the Superintendent to be a member of the following state and national organizations and related organizations to enable the Superintendent to obtain high quality professional development and to further the interest of the school district: American Association of School Administrators, National Association of School Superintendents, Arkansas Association of Educational Administrators, Arkansas Rural Education Association, Arkansas Activities Association, and the Arkansas Leadership Academy. (State Paid Professional Development). The District will also pay for the yearly dues in organizations such as (Lion, Kiwanis, and Rotary) that provide local professional connections that will benefit school students. The Superintendent is required, when it does not conflict with important district duties, to attend the weekly legislative meetings of the Arkansas Association of Education

Administrators either in personal or by means of electronic participation, as well as to be present, as deemed necessary and desirable at the Capitol during a legislative session, and these meetings shall be deemed to be a meeting related to education as defined by A.C.A. 6-17-211. The district will assume the reasonable and customary expenses for registration for the annual meetings and conferences of these groups, and to attend the Legislature, including any out of district or overnight travel and related necessary expenses for the Superintendent.

5. **Equipment**: The Board will provide the Superintendent with all necessary technology to perform the functions of his job, which will include a computer and a school owned cell phone. The Superintendent will use school owned and provided technology only for school and business related purposes.
6. **Residing in District**: The Superintendent agrees to continuously reside within 20 miles of the school district as a term and condition of his employment by the Board. If the Superintendent does not continuously reside within this range, it shall constitute a material breach of this Agreement and grounds for termination of this Agreement.
7. **Benefits**: The Superintendent will have the same fringe benefits as other contracted full year employees, including vacation and personal days, and will follow all personnel policies concerning these benefits.
8. **Evaluation**: The Board will evaluate the Superintendent at least annually, using the last adopted evaluation instrument for the Superintendent, or the evaluation instrument required by law, if one exists. If individual evaluations are completed by board members, each individual evaluation as well as any composite evaluation will be shared with the Superintendent, and retained in the Superintendent's personnel file. If the Board does not use an evaluation instrument, but votes to extend the Contract of the Superintendent, that vote shall constitute an evaluation of the Superintendent's job performance. The failure of the Board to evaluate the Superintendent or to extend the Contract of the Superintendent into the future as an evaluation of the Superintendent shall not constitute a material breach of this Agreement.
9. **Termination**: If a majority of the Board votes to initiate termination proceedings for a material breach of this Agreement, or other just cause, the Board must provide notice of the reasons for the termination to the Superintendent and an opportunity for a hearing before the Board. The decision of the Board shall be final. In the event of termination, the salary and benefits of the Superintendent shall terminate immediately.
10. **Material Breaches**: In addition to other designated material breaches of this Agreement contained therein, the following shall also be considered material breaches of the Agreement, and a basis for termination of the Agreement of employment:

- a. After twenty-four consecutive months of employment, the school district being designated as being in Fiscal Distress as defined by A.C.A. 6-20-1901, et. seq., shall be considered a material breach of the Agreement of employment, provided that the Board has voted to uphold the Superintendent's recommendations to non-renew employment Agreements of district employees pursuant to a Reduction in Force or RIF and has not acted against the Superintendent's recommendations concerning entering into contracts, hiring personnel or making expenditures that, if followed, would have resulted in the district avoiding being placed in fiscal distress status.
 - b. The arrest of the Superintendent or the filing of criminal charges against the Superintendent during his or her tenure of office shall constitute a material breach of the Agreement of employment.
 - c. Adverse findings by the Professional License Standards Board, or true findings of child abuse or maltreatment.
 - d. Entering into what appears to be a dating or romantic relationship, with a current school district employee during the Superintendent's tenure of office, shall constitute a material breach of the Agreement of employment.
 - e. Exhibiting favoritism or preference based on a personal, family or marital relationship with a district employee or potential district employee shall constitute a material breach of the Agreement of employment.
11. **Waiver:** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance in full force and effect.
 12. **Severability:** In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 13. **Entire Agreement:** This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties thereof.
 14. **Indemnification; Legal Representation:** The District shall indemnify and hold the Superintendent harmless from any and all claims, actions, suits and proceedings at law or equity brought against the Superintendent in his capacity and arising out of his reasonable and lawful actions as Superintendent and employee of the Board; provided, however, that the District reserves the right to select such counsel to represent the Superintendent subject to the Superintendent's consent, such consent not to be unreasonably withheld.

15. **Governing Law:** This Agreement shall be governed by the laws of the State of Arkansas

Dated this June 12, 2023.

MIDLAND SCHOOL DISTRICT

SUPERINTENDENT

By Brandon Langle
Brandon Langle, President of Board

Toby Crosby
Toby Crosby, Superintendent

By Nathan Wood
Secretary of Board