

# **SUPERINTENDENT'S CONTRACT**

**Midland School District**

**July 1, 2026 to June 30, 2029**

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

1. **Employment.** The Board agrees to employ the Superintendent as Superintendent of the Midland School District ("District") for the period July 1, 2026 ("Effective Date") to June 30, 2029 ("Termination Date"), who shall serve as the 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 such time as this Agreement expires or is terminated, as provided in paragraph 13. Superintendent agrees to accept the employment and faithfully discharge the duties incident to it and to fully abide by all District policies and the Code of Ethics for Arkansas Educators and Superintendent recognizes that failure to act and perform his or her duties accordingly will be considered a material breach of this agreement. During the term of this Agreement, the Superintendent agrees to devote his or her full attention to the performance of these duties, and will perform no other gainful employment or profession.
2. **Compensation.** The salary to be paid to Superintendent effective July 1, 2026, shall be at an annual rate of \$97,850 over the term of this 240-day annual contract until it terminates and payable in twelve (12) equal monthly installments. The salary for the period July 1, 2027 to June 30, 2028 will be amended by the Board prior to July 1, 2027, and the period July 1, 2028 to June 30, 2029 will be amended by the Board prior to July 1, 2028. The salary in each of these years will not be at a lesser annual rate than the prior year and shall be paid from State and local funds distributed to the Midland School District, its successors, or assigns, if any.
3. **Duties.** The Superintendent shall have, subject to the control and regulations of the Board and all other applicable laws and regulations, full authority in connection with the operation of the Midland School District, the education program of the Midland School District, and all other matters pertaining thereto. The Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of his position as the Superintendent of the Midland School District. During the term of this Agreement, the Superintendent agrees to devote full time to the performance of such duties as set forth under this Agreement to the

exclusion of any other gainful employment or profession, and as further consideration therefore, is granted a three-year contract.

4. **Fitness for Duty.** The Superintendent represents that he or she is fully qualified to serve as Superintendent, and is fit and able to perform all physical and intellectual duties of the office.

5. **Professional Development and Activities.** Superintendent is encouraged and expected to participate in professional activities that will tend to enhance his or her professional competence and keep him or her abreast of developments in education and educational administration and reasonable expenses incident to such activities including meetings, workshops, seminars, and other such programs; and dues in professional organizations will be covered. Superintendent is also encouraged and expected to participate in community and civic activities, and the District shall pay any membership fees and reasonable incidental expenses incurred by Superintendent in connection with such participation.

6. **Physical and Professional Conditions.** The parties hereto agree that there shall be filed in the records of the District an official transcript of the Superintendent's post-secondary course work; proof of date of birth; a current, valid teaching license of the highest grade attainable with college credit; an Arkansas superintendent license; and any other documents necessary to comply with state and federal law. The Superintendent shall be responsible for maintaining his or her license in good standing for the duration of this Agreement. Any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.

7. **Related Employees.** The Superintendent represents to the Board that he is not related to any member of the Board within the degrees prohibited by the laws of the State of Arkansas.

8. **Vacation, Sick Leave, Employment Benefits and Travel Reimbursement.** During the term hereof, Superintendent shall receive or participate in the benefits provided generally to all administrative employees of the District on the same basis as available to those staff members, including, but not limited to, health and life insurance, vacation leave, sick leave, and retirement benefits, and to such other benefits as may from time to time be approved by the Board of Education. For example, effective January 8, 2024, Superintendent shall be credited with fifteen (15) days each of vacation days, twelve (12) sick days, and two (2) personal days per year. Upon separation from the District, Superintendent shall be paid for any unused annual accrued

or vacation leave at the then prevailing daily rate of pay. The Board shall also reimburse the Superintendent for travel expenses incurred in the course of his professional duties, including reimbursement in the amount of \$0.52 per mile.

9. **Performance Targets and Incentive Payments.** The parties shall memorialize by separate agreement performance targets and incentive payment plan based on the achievement of mutually agreed goals as set forth in Ark. Code. Ann. §6-17-123. Failure of Superintendent to meet any performance target is not a material breach of this Agreement, but will be reviewed by the Board during the Superintendent's annual evaluation.

10. **Equipment.** The Superintendent shall use school owned and provided technology for school and business-related purposes, as well as for personal use; however, this use shall not conflict with any school district policy concerning technology or internet use.

11. **Disability.** In the event the Superintendent shall be disabled and unable to perform his or her duties under this Agreement by reason of sickness, accident, or other cause beyond his or her control and such disability continues for more than sixty (60) days, the Board may terminate this Agreement. In the event of termination due to disability, the Superintendent shall continue to receive the salary provided for under paragraph 2 of this Agreement for a period of six (6) months from the date the Superintendent becomes disabled and has exhausted any sick leave available to him under paragraph 8 hereof. The Board's decision and determination as to the disability of the Superintendent shall be final.

12. **Evaluation and Termination for Cause.** The Board shall evaluate the Superintendent annually. If the Board does not use an evaluation instrument, but votes to extend the Agreement 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 Agreement of the Superintendent into the future as an evaluation of the Superintendent shall not constitute a material breach of this Agreement.

The Board shall have the right to terminate this Agreement for good cause. In the event the Board exercises such right, the Board shall provide a written notice to the Superintendent and provide an opportunity for a hearing before the Board regarding the reasons for termination. While the personnel policy for licensed personnel termination is not controlling, the procedures outlined in the policy may be followed.

13. **Suspension.** If, by majority vote, the Board votes to suspend the Superintendent from the performance of his or her duties under this Agreement, the Superintendent will surrender all school district property, with the exception of school-owned cell phone, and shall remain available to the school district for consultation, advice and return to duties. Every day that the Superintendent is not available to the school district shall be accounted for as a vacation day, or, if appropriate documentation from a physician is presented and subject to district policy, a sick day. If a suspended Superintendent wishes to accept other employment during a term of suspension, to resign from this Agreement, or to retire as the word is defined by the Arkansas Teacher Retirement System, the Board agrees to immediately release him or her from contractual obligation to be available to the district.

14. **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 of relinquishment of any right granted hereunder or of the future performance of any such terms or conditions, but the obligations of either party with respect thereto shall continue in full force and effect.

15. **Severability.** In case any provision of this 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.

16. **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 hereto.

17. **Indemnification; Legal Representation.** The District shall indemnify and hold the Superintendent harmless from and against any claims, actions, suits and proceedings at law or equity brought against Superintendent in his or her capacity and arising out of his or her 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.

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

19. **Amendment.** This Agreement cannot be amended, modified or revised unless done in writing and signed by the Board and the Superintendent.

20. **Binding Effect.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

21. **Background Check.** This Agreement is contingent upon the Superintendent passing a background check in the sole discretion of the Board.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on January 13, 2025, to become effective July 1, 2025.

**MIDLAND SCHOOL DISTRICT**

By: John McFarland

President of Board-John McFarland

**SUPERINTENDENT**

Toby Crosby

Toby Crosby

By: Nathan Wood

Secretary of Board-Nathan Wood

## EXHIBIT 1

### Performance Targets and Incentive Payment

Ark. Code Ann § 6-17-123

**1. District Level Student Achievement: (Literacy) MET GOAL-Up from 34%**

**2024-25 School Year - In this district last year, 43% of students met targets. The state average was 50%.**

Based on the District's 2024-25 Report Card, the percentage of District students who tested ready or exceeding grade level for reading on the ATLAS was 43%. The superintendent is given the performance target to increase the percentage of District students who test ready or exceeding grade level for reading on the state assessment to 50% as reflected in the next Report Card.

OPTIONAL: Should the superintendent meet this performance target; the superintendent shall be entitled to a bonus in the amount to be determined by the Midland School District Board based upon the financial stability of the District.

**2. District Level Graduation Rate MET GOAL-Up from 91%**

**2023-24 School Year - In this district last year, 95% of students graduated on time. The state average was 90%**

Based on the District's 2023-24 Report Card, the present 4-year cohort graduation rate across all District high schools is 95%. The superintendent's performance goal is to maintain or improve the 4-year cohort graduation rate as reflected in the next Report Card.

OPTIONAL: Should the superintendent meet this performance target; the superintendent shall be entitled to a bonus in the amount to be determined by the Midland School District Board based upon the financial stability of the District.

**3. School (building) Level Achievement for each "C", "D" for "F" schools**

**2024-25  
Elementary School Building-"F" High School Building-"C" District Letter Grade-"C"**

The superintendent's performance goal is to raise the letter grade designation by at least one letter designation in each school currently receiving a "C", "D" or "F" letter grade designation.

**OPTIONAL:** Should the superintendent meet this performance target; the superintendent shall be entitled to a bonus in the amount to be determined by the Midland School District Board based upon the financial stability of the District.