CONTRACT OF EMPLOYMENT
Between
Marcy Tidwell
And the
Hickman County Board of Education

This Employment Contract is entered into this **2nd day of March 2026** by and between the Hickman County Board of Education, hereinafter called the "Board", and **Marcy Tidwell** hereinafter called the "Director". The Board and the Director, for the consideration herein specified, agree as follows:

TERM OF CONTRACT

The Director hereby accepts employment as Director of the Hickman County School System for a period of **four (4) years** commencing on the **1st day of June 2026** and ending on the **31st day of May 2030.**

DUTIES

The Director shall perform the duties and have all such authority as specified in the Tennessee Code Annotated, as well as those listed in the policies of the Board and the job description for the Director as adopted by the Board, which may be amended from time to time during the term of this contact. Such job description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein. Further, the Director shall perform all duties incident to the office of the Director and such other duties as may be prescribed by the Board from time to time.

The Director shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Director to work during times other than normal business hours.

PROFESSIONAL CERTIFICATION

The Director shall maintain and furnish to the Board evidence of her maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as Hickman County Director of Schools of in accordance with the standards established by the Tennessee Department of Education.

REFERRALS TO DIRECTOR

The Board, collectively or individually, shall promptly refer to the Director for study and recommendations all criticisms, complaints and suggestions called to their attention relative to the Director of the school district. The Director shall share with the Board, wherever and whenever possible and as appropriate, criticisms, complaints, and suggestions concerning the school district that come to the attention of the Director.

LOYALTY

The Director shall devote full time, attention, knowledge, and skills solely and exclusively to the business and interests of the Board and the Hickman County School District. The Director may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Director's duties and responsibilities. Any such activities undertaken by the Director shall be reported to the Board. Ther determination of the Board as to whether such other work interferes with the discharge of the Director's duties and responsibilities shall be conclusive.

COMPENSATION

The annual salary of the Director for the fiscal year **July 1, 2026** through **June 30, 2027** shall be **$130,000 (one hundred and thirty thousand dollars).** The salary of the Director shall be paid in accordance with the Board payroll policy and prorated if this contract is initiated on a date other than July 1. The Board shall review the salary of the Director annually. In no event shall the Director's salary be reduced except as provided by law. Any adjustments to the annual salary for subsequent years during the term of this contact shall be in writing and shall be in the form of an amendment or addendum to this contract. If an adjustment in salary is made during the term of this contact, it shall not be deemed by either party that a new contract has been formed or that the termination date for the existing contract has been extended.

TECHNOLOGY EXPENSES

The Board shall provide to the Director: (1) a smartphone, a telephone, computers, printers, and other technology for in-office use; (2) a laptop computer, printer, and such other technology, as is necessary, for out-of-office use; and (3) inter-office/intra-office internet connectivity required to perform the duties of the position whether within the office or from a remote location.

INSURANCE BENEFITS

Medical Insurance. The Board shall provide, during the term of this contract, such medical insurance for the Director as the school system provides for other licensed staff as long as the Director maintains enrollment in the insurance program. As additional compensation, the Board shall also pay the employee's matching share of the insurance plan the Director chooses.

Disability Insurance. Upon employment, the Board shall provide the Director with disability insurance coverage paid for by the Board.

Life Insurance. Upon employment, the Board shall provide, during the term of this contract, a fixed term life insurance policy of $100,000 (one hundred thousand dollars) life insurance policy paid for by the Board.

MEMBERSHIP DUES

The Board shall pay all dues for AASA, TOSS, and the Chamber of Commerce. The Board shall reimburse the Director for expenses in attending related functions provided, however, that the Board must first approve membership except for those organizations listed by name in this paragraph.

PROFESSIONAL LIABILITY

The Board shall maintain liability insurance covering alleged wrongful acts and omissions of the Board and of the Director in the scope of his employment with the Board. The Board shall, to the extent permitted by law, directly or through insurance, defend the Director, bear defense costs, and indemnify and hold the Director harmless on demands, claims, suits, and legal proceedings brought by third parties against the Director in his official capacity as agent and employee of the Board, except that this obligation of the Board shall not exist with respect to violations of criminal law, improper personal gain, or willful misconduct. In no event will individual Board members be considered liable for indemnifying the Director against such demands, claims, suits, and legal proceedings.

PROFESSIONAL GROWTH

The Board encourages and expects the Director to participate in professional growth and development activities including attendance at professional conference at the local, state and national levels. The necessary expenses of said attendance shall be paid by the Board in accordance with Board policy. Written approval of the Chair of the Board, which shall not be unreasonably withheld, shall constitute Board approval for leave to attend such activities.

PERSONAL LEAVE

For each year of employment, the Director will be entitled to **five (5)** days of personal leave in addition to holidays and **fifteen (15)** days of vacation days annually. Up to two (2) days of unused personal days shall be converted to sick leave on June 30 of each year. The Board agrees that written agreement by the Chair with written notice to the Board shall constitute Board agreement for the selected vacation time without the necessity of Board action.

SICK LEAVE

The Director shall be granted one (1) day of sick leave for each month of employment. Sick leave days shall be cumulative and unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System and the Hickman County Board of Education. In accordance with T.C.A. § 49-5-711, the Director shall be allowed to transfer up to two (2) personal leave days in his/her accumulated sick leave at the end of each fiscal year.

WORK YEAR

The office of the Director is a full-time, twelve (12) month position. Days upon which the Director shall not be required to be in attendance at work include the regular school system holidays provided for in statute and any day for which the school system and the central office are closed in accordance with

the school calendar and/or policies established by the Board (e.g., inclement weather, dangerous conditions, safety concerns, etc).

EXPENSES

The Board shall reimburse the Director for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this contract, subject to such limitations as provided by law and by Board policy.

EXTENSION/RENEWAL OF EMPLOYMENT CONTRACT

The Board may extend/renew the terms of this contract at any time with concurrence of the Director up to a maximum of four (4) years.

PERFORMANCE EVALUATION

Annually, but no later than the last day of June of each calendar year during the term of this contract, the Board and the Director shall review the Director's performance as Director of Hickman County School District; the Director's progress toward goals established by the Board and the Director; the working relationships of the Director with the Board, the staff, the students and the community at large; and any other matters relative to the employment of the Director. The first evaluation will occur after six (6) months of employment, and thereafter, annually,

Within three (3) months of the Director assuming office, the Director and the Board shall adopt a mutually agreed upon instrument to evaluate the Director. Using such instruments, the Board shall evaluate the Director annually. Evaluation must be completed at least before the end of each fiscal year. The Board shall devote at least a portion of a scheduled Board meeting to conduct the Director's evaluation and discuss the working relationship between the Director and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively the Director during the subsequent year.

FORFEITURE OF TENURE RIGHTS

The Director hereby forfeits any rights to tenure in the Hickman County School District and agrees that, upon the termination of his/her duties as Director, his/her employment in the school district will terminate. Further, it is mutually understood and agreed that this contract does not confer tenure in the position of Director or in any other administrative position in the school system.

ANY OTHER CONTRACT SUPERSEDED

This Contract sets forth the terms of employment of the Director by the Board during the stated term and supersedes any other contract that the Board may have previously negotiated with the Director.

CONTRACT TERMINATION

Mutual Agreement. This contract may be terminated by mutual agreement, which may include, but is not limited to, retirement, disability, or death of the Director. If this contract is terminated by mutual agreement, the Director shall be entitled to no further benefits or compensation under the terms of this contract.

Unilateral Termination. This contract may be terminated by a simple majority vote of the membership of the Hickman County School Board. However, if such action is taken, the Director shall receive a buyout payment in a lump sum for the amount of the compensation the Director would have received for the total amount of time remaining on the contract, if the contract had not been terminated, multiplied by a factor of 1.5 (one and half). Insurance benefits shall be paid in like manner.

For Cause. This employment contract may be terminated by the Board for willful cause upon proof of conduct unbecoming to a member of the teaching profession (unprofessional conduct), inefficient service, neglect of duty, insubordination, incompetence, or egregious failure to follow Board policies and directives. For the purpose of this article, the definitions found at Tennessee Code Annotated, 49-5-501 shall apply. If the Board terminated this contract for cause, the Director shall be entitled to no further benefits or compensation. The Director shall, however, be entitled to a hearing before an independent hearing office on the charges. Any hearing officer so chosen shall have no present or prior affiliation with the school system. Such hearing office shall demonstrate the ability to compose findings of fact and conclusions after all proof has been placed on the record of this matter. A verbatim transcript of the proceedings shall be created and maintained and the Board shall assume responsibility for such cost.

Removal from Office. This contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of Tennessee Code Annotated as enacted or hereafter amended, orders the removal of the Director. If such removal is ordered, the Director shall be entitled to no further benefits or compensation under the terms of the contract.

Resignation. The Director may resign by providing written notice of at least sixty (60 days to the Chairman of the Board. This requirement may be waived at the discretion of the Board.

Inability to Perform as Director. In the event that the Director is unable to perform his/her obligations and duties for a period of thirty (30) days or longer due to mental or physical illness, disability, or incapacity, the Board, at its option, may terminate this contact, and upon so doing, shall be released from all future obligations, subject only to applicable state and federal law.

CRIMINAL BACKBROUND CHECK

If requested by the Board and in accordance with the requirements of TCA 49-5-413, the Director agrees to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information as required ty TCA 49-5-406(a)(1)(A); and the Director agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee Bureau of Investigation. The costs incurred for this investigation shall be paid by the Board.

AMENDMENTS

Any modification to this contract shall be made by mutual agreement of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.

ENTIRE AGREEMENT

This contract constitutes the entire agreement among the parties. The parties acknowledge that neither has relied upon any oral representation or any agreements by the other; that no such oral representations or agreements shall in any way affect the terms of this contract; and that this contract may not be modified or changed except by written instrument executed by the parties.

CONTROLLING LAW AND JURISDICTION

This contract shall be interpreted according to the laws of the State of Tennessee. In the event of litigation arising from the breach or enforcement of this contact, the parties agree that the proper jurisdiction and venue shall rest with the trial courts of Hickman County, Tennessee.

SEVERABILITY

The Board and the Director agrees that, in the event any part of clause of this contract is made invalid, unenforceable, or illegal under federal or state law or held to be invalid, unenforceable, or illegal by any court of competent jurisdiction, the remainder of this contact shall not be affected by such ruling, finding, enactment, or holding. The remainder of this contact shall continue in full force and effect with such part or clause stricken to the extent of its invalidity, unenforceable, or illegality.

HEADINGS

The headings used throughout this contract are for the convenience of the parties and are not intended to be used to interpret any term or condition hereof.

NO ASSIGNMENT

This contact is personal to the parties, being a contract for personal services, and shall not be subject to assignment or transfer in any matter.

Made and executed by the parties this _____of _____2026.

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Marcy Tidwell
Hickman County Director of Schools

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Tim Hobbs
Board of Education, Chair District 3

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Jane Herron
Board of Education District 1

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Pippa Taylor
Board of Education District 2

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Board of Education District 4

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Doug Lane
Board of Education District 5

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Christy Mays
Board of Education District 6

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Dr. Tabitha Cude
Board of Education District 7