

**EMPLOYMENT CONTRACT
BETWEEN COBB COUNTY BOARD OF EDUCATION AND CHRISTOPHER
G. RAGSDALE**

Pursuant to action by the Cobb County Board of Education at its November 11, 2021 meeting, this Employment Contract amendment ("CONTRACT") is made and entered into this 12th day of November 2021, by and between the Cobb County Board of Education (hereinafter "BOARD") and Christopher G. Ragsdale (hereinafter the "SUPERINTENDENT"). It is intended to amend the Contract of Employment entered into by the BOARD and SUPERINTENDENT on or about February 11, 2021. It is the intent of the parties that this amended Contract shall replace the February 11, 2021, contract, save to the contract term, which shall remain unchanged.

In consideration of the mutual promises and the other terms, conditions, and agreements specified herein, the BOARD and the SUPERINTENDENT agree that this Contract shall void all prior existing agreements save as to term and further agree as follows:

1. **TERM OF EMPLOYMENT.** As authorized by O.C.G.A. § 20-2-101(a), the BOARD hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment, as SUPERINTENDENT OF SCHOOLS for the Cobb County School District ("SCHOOL DISTRICT"). The term of employment shall commence on February 11, 2021, and end on February 11, 2024, unless sooner terminated or extended in accordance with the provisions of this Contract. The BOARD may, by specific action and with the consent of the SUPERINTENDENT extend the above termination date of this Contract to the full extent permitted by state law. Any such extension will be in writing and signed by the BOARD Chair and the SUPERINTENDENT.

2. **CERTIFICATION.** The SUPERINTENDENT shall secure and maintain a valid and appropriate certificate issued by the Professional Standards Commission of the State of Georgia for the term of this CONTRACT, in order for it to take effect and be enforceable.

3. **DUTIES OF SUPERINTENDENT.** The SUPERINTENDENT shall be the chief executive officer of the SCHOOL DISTRICT, shall have charge of the administration of the schools under the direction of the BOARD; shall implement all of the policies and administrative procedures of the BOARD and comply with all local, state, and federal rules, regulations, and laws relevant to education and the operation of the School District; shall recommend personnel for employment and assignment by the BOARD; shall supervise, direct, and control all employees of the SCHOOL DISTRICT; shall organize, reorganize, and arrange the administrative and supervisory staff as best serves the School District, subject to the approval of the BOARD; shall assume responsibility for the overall financial planning of the School District, for the preparation of the annual budget, and for submitting the budget to the BOARD for review and approval; shall attend all meetings of the BOARD, except when otherwise directed by the BOARD; shall provide administrative recommendations on each item of business brought before the BOARD; shall require such reports as the SUPERINTENDENT may deem necessary from principals and other employees of the School District and shall furnish such information to the BOARD as requested by the BOARD; shall from time to time suggest policies, rules, and procedures deemed necessary for the well ordering of the School District; shall perform all other duties incident to the office of the Superintendent under the Constitution, laws and regulations of the State of Georgia and the policies and administrative procedures of the BOARD; and shall perform such other duties as may be prescribed by the BOARD from time to time.

The BOARD will, individually and collectively, comply with the rules, regulations and policies of the Cobb County School District, the Georgia Department of Education, and the District's accreditation agencies; individually and collectively, appropriately acknowledge the professional expertise and roles of the SUPERINTENDENT and the BOARD's other professional and non-professional employees, and will act with particular consistency with Georgia law, Board Policy, and accreditation agency requirements in interactions between BOARD Members and District personnel;

individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the BOARD's attention to the SUPERINTENDENT for study and appropriate action, and the SUPERINTENDENT shall investigate such matters and, within a reasonable time, inform the BOARD of the results of such efforts; bear sole responsibility for ensuring its Members comply with the requirements of this Contract and taking appropriate action if they do not; and shall provide the SUPERINTENDENT with the use of or reimbursement for personally-acquired equipment and technology suited to the efficient performance of his duties, including but not limited to cellular telephone, home facsimile machine, high speed internet connection, and such other equipment and technology the SUPERINTENDENT deems will increase his efficiency in the performance of his duties.

If a Member of the BOARD is uncertain regarding the appropriateness of such interaction or its consistency with law, policy, or other requirements, she or he should ask the BOARD Chair for his or her guidance. The BOARD Chair may, at his or her discretion, request a meeting with the BOARD Chair, BOARD Member, BOARD Attorney, and SUPERINTENDENT, ensuring a consistent interpretation of the BOARD Member's question. If the question involves the SUPERINTENDENT'S performance of his job duties and the BOARD Chair believes his participation would be inappropriate, the BOARD Chair is not required to invite the SUPERINTENDENT; however, in such event, the BOARD would be required to act consistently with the requirements of Section 10, paragraph (e) of this Contract.

4. **OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote his full time, attention, and energy to the business of the School District. However, he may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other short-term activities of the SUPERINTENDENT's choosing, in consultation with the BOARD. Any such activities that require the SUPERINTENDENT to be away

from the School District for more than one (1) working day shall be reported to the BOARD in writing. In addition, any such activities that are of a recurring nature or require the SUPERINTENDENT to be away from the School District for more than three (3) working days shall require the prior approval of the BOARD. The SUPERINTENDENT may, at his option and with the approval of the BOARD, continue to draw a salary while engaged in the outside activities described above. In such cases, honoraria paid to the SUPERINTENDENT in connection with these activities shall be transferred to the BOARD. If the SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the BOARD be responsible for any expenses attendant to the performance of such outside activities. Service on outside boards and committees shall be by mutual Contract of the BOARD and the SUPERINTENDENT.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** In order to encourage the SUPERINTENDENT's continuing professional growth, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT, as he deems appropriate in light of his responsibilities as SUPERINTENDENT, to participate in: (a) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the BOARD. The BOARD shall include in its annual budget an amount sufficient to cover the reasonable and necessary travel and subsistence expenses incident to such participation.

6. **ANNUAL SALARY.** The SUPERINTENDENT's base salary under this Contract shall continue as established by his Contract of February 13, 2019 - Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000) – which is subject to increases in the salary schedule adopted by the BOARD for the position of teacher since that date. The SUPERINTENDENT's salary be paid in twelve

(12) equal installments on the last day of the month for services rendered during the month for each month actually worked and the foregoing amount shall be prorated accordingly. At no time during the term of this Contract shall the SUPERINTENDENT's base annual salary be reduced except by mutual agreement.

7. **BENEFITS.**

- a) The BOARD shall pay all employee (Member) contributions required to be made on the SUPERINTENDENT'S behalf for Teachers' Retirement System of Georgia ("TRS"), the employee portion of Social Security and Medicare. Likewise, the BOARD shall pay on behalf of the SUPERINTENDENT the premiums for family health, vision, dental, disability, and term life insurance coverage for the SUPERINTENDENT and his family pursuant to a group plan provided by the BOARD for its employees. The SUPERINTENDENT shall be allowed to choose from any such plan offered by the BOARD. The SUPERINTENDENT, at his option, may choose to take the cash equivalent of any of the above benefits and determine that amount be placed in a tax-sheltered vehicle of his choosing.
- b) The BOARD shall make a contribution to a tax-sheltered annuity plan, 403(b), 457(b) plan, 401(a) plan, another qualified or successor plan, or a combination thereof, of the BOARD's choosing, consistent with the Internal Revenue Code, in an amount equal to twelve percent (12%) of the SUPERINTENDENT's annual salary. This payment shall be made annually on January 1 of each year for the term of this Contract. This payment shall be coordinated with any other retirement benefits so that the total benefits are, if necessary, reduced to the combined Section 415 and/or 457 limits, and including any successor code sections or other applicable code sections.
- c) In addition to the foregoing, the SUPERINTENDENT shall have the right to establish a

cash or deferred Contract reducing the amount of taxable income he receives within the limits of the Internal Revenue System and the Treasury Regulations for payments made to a qualifying Section 403(b), 457(b) and/or 401(a) plan or any successor plans and/or a combination thereof.

d) In addition, the SUPERINTENDENT shall be entitled to accumulate vacation days at the rate of twenty-five (25) days per year. Accrual of vacation days shall be calculated on a pro-rata monthly basis simultaneously with the anniversary date of the Contract. The SUPERINTENDENT may not accrue more than forty (40) vacation days as of July 1 of any calendar year. At the sole option of the SUPERINTENDENT, either at the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the BOARD shall pay in lump sum to the SUPERINTENDENT any accrued but unused vacation days at his then current daily rate of pay, calculated by dividing the SUPERINTENDENT's then current annual salary by 240. Upon his departure from the District, any unused sick leave days will not be paid out but will be reported to TRS to go toward the superintendent's creditable service time.

e) Except as otherwise provided in this Contract, the SUPERINTENDENT shall be entitled to the standard package of group insurance benefits, paid and unpaid leave, holidays, optional participation in a tax-sheltered annuity, and any other benefits of twelve-month administrative employees, on the same terms and conditions applicable to such employees.

8. AUTOMOBILE ALLOWANCE. In light of the extensive travel required in connection with the SUPERINTENDENT's duties under this Contract, the BOARD shall pay the SUPERINTENDENT an automobile allowance of Twelve Hundred Dollars (\$1,200.00) per month. In

addition, the BOARD shall reimburse the SUPERINTENDENT for reasonable and actual costs incurred for maintaining his automobile, including but not limited to insurance, fuel, routine service, and repairs. The SUPERINTENDENT shall submit receipts for reimbursement.

9. **GOALS AND OBJECTIVES.** At the beginning of each contract year or some other mutually agreeable time, the BOARD and the SUPERINTENDENT shall meet to establish the SUPERINTENDENT's goals and objectives for the new contract year. Said goals and objectives shall be reduced to writing and shall be the basis for the BOARD's annual evaluation of the SUPERINTENDENT's performance.

10. **EVALUATION.**

- a) At least once a year during the term of this Contract, the BOARD shall evaluate and assess the performance of the SUPERINTENDENT. The evaluation shall be in writing, shall be in a form that is mutually agreeable to the BOARD and the SUPERINTENDENT, and shall be based on the SUPERINTENDENT's duties and his goals and objectives for the year in review as set forth in paragraph 9 of this Contract. In the event the Superintendent and the Board cannot agree on joint goals and evidence indicators, the evaluation instrument shall be subject to the arbitration procedures outlined in this Contract.
- b) During the evaluation process, the Superintendent shall have an opportunity to present evidence of compliance with each goal and discuss the same with the Board prior to Board scoring the evaluation instrument. The Board may then excuse the Superintendent while compiling his evaluation scores. The Superintendent shall then be recalled to executive session to discuss the preliminary scoring. The Superintendent and the Board shall be entitled to be accompanied by legal counsel at all steps of this process.

- c) The Board shall annually evaluate the Superintendent's performance against evidentiary indicators of achievement toward his goals and objectives, employing the following rating scale - "4 (Superintendent has met Board requirement for implementing this goal); 3 (Superintendent has somewhat implemented this goal); 2 (Superintendent has started to implement this goal); 1 (Superintendent has made no attempt to implement this goal)"- for each indicator.
- d) The Board shall aggregate Board Member scores, and the Superintendent shall receive a cumulative score for each indicator based on the arithmetic mean of the scores of all Board Members for that indicator. Any evidentiary indicator on the Board's collective evaluation or any individual Board Member's evaluation below "2 (Superintendent has started to implement this goal)" must be supported by specific objective written evidence.
- e) In the event that the BOARD determines that the SUPERINTENDENT's performance is unsatisfactory in any respect, the evaluation shall describe, in reasonable detail, specific instances of unsatisfactory performance and recommendations for improvement.
- f) Cobb County Board of Education Policy and this Contract provide that the BOARD, individually and collectively, shall promptly and discreetly refer to the SUPERINTENDENT, in writing, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the school district or the SUPERINTENDENT's performance of his duties. With the exception of violations of state or federal law, the BOARD must demonstrate that any criticisms or complaints serving as a basis for a "below average" mark on his evaluation have been previously provided to the SUPERINTENDENT at

least twenty (20) working days prior to his evaluation.

- g) In all instances where the BOARD deems the SUPERINTENDENT's performance to be unsatisfactory, the BOARD shall allow the SUPERINTENDENT a reasonable period of time to improve in the areas identified.
- h) The SUPERINTENDENT shall have the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT's evaluation.

11. **PROFESSIONAL ORGANIZATIONS.** The BOARD shall pay one hundred percent (100%) of the Membership fees for the SUPERINTENDENT's Membership in the American Association of School Administrators, the Georgia Association of School Administrators, and such other professional groups that the SUPERINTENDENT deems necessary for his professional growth, as permitted by state law and as approved by the BOARD in the annual budget.

12. **CIVIC GROUPS.** To encourage community activity on the part of the SUPERINTENDENT, the BOARD shall pay the Membership dues for the SUPERINTENDENT's Membership in one or more local civic organizations, as permitted by state law and as approved by the BOARD.

13. **PROFESSIONAL LIABILITY.**

- a) The BOARD shall, to the extent permitted by Georgia law, defend, hold harmless and indemnify the SUPERINTENDENT for any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in his individual capacity or in his official capacity as agent and employee of the BOARD, and for legal actions arising from his service as SUPERINTENDENT for which Georgia or federal law envision a civil remedy. This is regardless of whether such demand, claim, suit, action, or legal proceeding shall have been brought or concluded during the tenure of the

SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation. In no case will individual Members of the BOARD be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

- b) If in the good faith opinion of the SUPERINTENDENT, the defense of the SUPERINTENDENT calls for the assertion of a legal position that is in conflict with the legal position of the BOARD, such that the same attorney could not represent both the BOARD and the SUPERINTENDENT, the SUPERINTENDENT may engage separate counsel, in which event the BOARD shall indemnify the SUPERINTENDENT for the reasonable fees and costs of his legal defense to the extent permitted by Georgia law.
- c) Notwithstanding paragraphs (a) and (b) above, the BOARD shall not be required to pay any costs of any legal proceedings if the SUPERINTENDENT is adjudged liable for acts or omissions involving the commission of any civil or criminal offense against the BOARD or District, or involving the misappropriation of funds or property belonging to the BOARD, District, or any public agency.

14. **TERMINATION.**

- a) *Grounds.* This Contract and the SUPERINTENDENT's employment hereunder shall terminate upon the first of the following to occur:
 - i) Death of the SUPERINTENDENT;
 - ii) Retirement of the SUPERINTENDENT;
 - iii) Complete disability of the SUPERINTENDENT.

"Complete disability" as used herein shall mean that the SUPERINTENDENT is unable to perform the

essential functions of his position because of a disability (as that term is defined in the Americans with Disabilities Act), with or without reasonable accommodations, for an aggregate of ninety (90) days within any one hundred eighty (180) consecutive days during the term of this Contract;

- b) Mutual Contract of the parties; and
- c) Termination for Cause. Cause shall be limited to those grounds established by Georgia law in O.C.G.A. § 20-2-940(a) for termination of a professional educator's contract:
 - i) Prior to any suspension or termination occurring for insubordination or willful neglect of duty, the Board must demonstrate that the SUPERINTENDENT either received prior written notice from the BOARD, or a directive from the BOARD on the record in a Board meeting, was or should have been aware of a requirement of state or federal law or Board policy.
 - ii) Prior to termination for incompetency, the BOARD must demonstrate that the SUPERINTENDENT received prior written notice of a specific performance deficiency consistent with this Contract and was offered specific guidance regarding and an opportunity for corrective action. Under any provision the BOARD believes to be discipline-worthy as a result of failure to follow a BOARD directive, the BOARD shall be limited to stated objections raised at the meeting or in the original written directive;
 - iii) With the exception of any violation of federal or state law, under any situation, the SUPERINTENDENT must be given an ample amount of time to remedy the situation in question, including a reasonable timetable to comply before any adverse action or evaluation can occur.
 - iv) For purposes of this Contract, prior to a finding of "insubordination" for any action or inaction the BOARD believes to be insubordination, but the

SUPERINTENDENT believes in good faith, professional judgment, and/or required by professional ethics to be in the best interest of the District or its students, the matter must be submitted to the Resolution Panel identified in Paragraph 16 of this Contract.

- v) To minimize the cost of litigation, possible accreditation ramifications, and disruption to the District, any hearing proposing to suspend, terminate or otherwise deprive the SUPERINTENDENT of any benefit under this contract shall provide notification procedures consistent with O.C.G.A. §20-2-940, utilizing the process and panel established under Paragraph 16 of this Contract (“Resolution Panel”).
- d) Termination without Cause. The Board may propose to terminate this Contract without cause by giving ninety (90) days written notice to the SUPERINTENDENT and agreeing to pay as severance the complete liquidated value of all salary and benefits the SUPERINTENDENT would have earned under this Contract through its expiration date, excluding the payments provided for by paragraphs 7(a), 8, 11 and 12.
 - i) In the event the Resolution Panel twice determines the BOARD or any of its individual Members has violated Board policy regarding the SUPERINTENDENT, has breached this Contract, or otherwise committed uncorrected work-related infractions against the SUPERINTENDENT during term of this Contract, the SUPERINTENDENT may initiate a termination panel under Section 14 (Termination) of this Contract to determine whether the Board’s actions constructively constitute “Termination without Cause.”
 - ii) The Panel will determine whether the SUPERINTENDENT has been subjected to a sufficient level of inappropriate or unprofessional conduct by a Member or Members of the BOARD that it meaningfully interferes with or otherwise frustrates

the SUPERINTENDENT's ability to fulfill his professional obligations under or entitled benefits within this Contract. Such conduct would include, but not be limited to, violations of Board policy directed at the SUPERINTENDENT; interfering with his performance of his professional duties or those of District employees directly or indirectly reporting to him; interfering with or impeding his performance on any matter that could be considered by the Board in his annual evaluation; engaging in actions intended to cast the SUPERINTENDENT in a false light, embarrass him, or otherwise undermine his ability to be effective in the performance of his duties; or otherwise any behavior for which Georgia law would impose civil damages or other remedy.

iii) If the Panel determines that sufficient harassment exists, the Panel may, at its sole discretion, make recommendations for abating the behavior and ensuring that it is not repeated. Should the BOARD agree to these recommendations, the SUPERINTENDENT may determine whether they are sufficient. If so, these recommendations and guarantees will be incorporated into this Contract. Otherwise, the BOARD shall, at the SUPERINTENDENT's request, treat this as a termination without cause under this Contract and tender to SUPERINTENDENT the balance of all compensation due through the expiration of this Contract within thirty (30) days of the Panel's decision.

15. **TRANSFER OR REASSIGNMENT.** The SUPERINTENDENT shall not be transferred or otherwise prevented from performing those duties and being entitled to those privileges (including, but not limited to, the title of Superintendent of Schools) identified in state law or Cobb County Board Policies effective February 11, 2021, without following the procedures for termination or suspension outlined in this Contract.

16. RESOLUTION PANEL.

- a) Intention. It is essential to the educational achievement of Cobb County School District students, the stability of the District, maintaining accreditation and the benefits students receive therefrom, and effective and efficient governance that the BOARD and SUPERINTENDENT have a productive and appropriate working relationship. The BOARD and SUPERINTENDENT recognize that unresolved and progressively escalating issues related to BOARD governance and the BOARD/SUPERINTENDENT relationship represent the greatest threat to a school district endangering its accreditation. It is the desire of the BOARD and the SUPERINTENDENT to resolve work-related disagreements in the most expeditious manner possible and with the least disruption to the educational operation of the District. To this end, the BOARD and SUPERINTENDENT agree that the SUPERINTENDENT or BOARD will utilize a Resolution Panel identified in this Contract to address questions arising from this Contract, appropriate roles and performance expectations within it; any other term and condition of employment, or any matter relating to the governance of the District and the appropriate roles and responsibilities of the BOARD and SUPERINTENDENT. The BOARD and the SUPERINTENDENT agree the panel is an administrative remedy that must be exhausted prior to initiating litigation or any other formal complaint mechanism, unless contrary to a specific federal or Georgia law.
- b) Costs. The SUPERINTENDENT and BOARD shall each be responsible for their own legal costs for any actions under the Arbitration Procedures of this Contract. However, should the SUPERINTENDENT prevail in whole or part, the BOARD agrees to pay the costs and attorney's fees incurred by the SUPERINTENDENT.

- c) Procedures. The Resolution Panel shall consist of a hearing officer and a panel of three (3) individuals with "academic expertise," as that term is used in Georgia school law (O.C.G.A. §20-2-940(e)(1)).
- i) Initiation. The Resolution Process will be initiated by the SUPERINTENDENT or BOARD providing written notice to the other, along with a specific description of the reason(s) the process is being initiated. Within five (5) business days of receipt of notice, the SUPERINTENDENT shall have provided the BOARD with the names and contact information for five (5) individuals qualified to serve as hearing officers and twenty (20) individuals qualified to serve as panel members. Within five (5) days of receipt, the BOARD shall provide the SUPERINTENDENT with the name and contact information of the selected hearing officer and five (5) panel members (three (3) members and two (2) alternates).
- ii) Hearing Officer. This panel and hearing process will be overseen by a disinterested member of the State Bar of Georgia whose practice substantially involves application of Georgia school laws and who is mutually acceptable to the SUPERINTENDENT and BOARD. The hearing officer will be selected by the BOARD from a list of five (5) qualified individuals provided by the SUPERINTENDENT.
- iii) Panel. The panel shall have three (3) members selected by the BOARD from a group of twenty (20) individuals "possessing academic expertise" (as that term is used in O.C.G.A. §20-2-940) identified by the SUPERINTENDENT. Upon the BOARD identifying five (5) individuals, the hearing officer shall verify that members of the proposed panel possess academic expertise (as that term is used in O.C.G.A. §20-2-940) and are willing and available to serve. The SUPERINTENDENT will then

select three (3) members for the panel.

iv) Duties. The panel will draw conclusions of fact and law in matters before it. The panel should consult with the hearing officer regarding questions of law and policy in issues before it.

v) Costs. The hearing officer and any group empaneled under this Contract shall be reasonably compensated by the Cobb County School District. Additionally, the panel may, of its own authority, submit the compensation for any attorney selected by the panel shall be paid by the Cobb County School District.

vi) Process -

(1) Termination or Suspension of Contract. For purposes of termination or suspension of the SUPERINTENDENT's contract, the panel will follow the process established under O.C.G.A. §20-2-940. The BOARD shall have the burden of proof and must offer clear and convincing evidence that the SUPERINTENDENT's suspension or termination is merited for reasons permitted by this Contract. Upon the conclusion of the hearing, the Panel shall issue findings of fact and conclusions of law within ten (10) business days, as well as any recommendation for appropriate discipline.

(2) Other Matters. For all other matters, the panel shall employ an informal due process hearing mechanism, permitting, at a minimum, both the BOARD and SUPERINTENDENT to present evidence, call and cross-examine witnesses, and subpoena documents.

d) Binding. Both the BOARD and the SUPERINTENDENT agree to be bound by the decision of the panel unless the panel's decision appears to have been rendered in violation of this process or otherwise a violation of federal or state law.

e) Emergency Matter. In the event a matter cannot await the empanelment of a Resolution Panel, the BOARD and SUPERINTENDENT shall appoint a hearing officer as provided in this process, who shall have the authority to enter an interim order, by which the BOARD and SUPERINTENDENT shall be bound until a panel meets.


17. **AMENDMENT.** This Contract may be amended during its term by the mutual written consent of the BOARD and the SUPERINTENDENT. Any such amendment shall be in writing, shall be approved by official BOARD action, and shall be executed by the Chair of the BOARD and the SUPERINTENDENT.

18. **SAVINGS CLAUSE.** If, during the term of this Contract, any specific clause of the Contract is found to be illegal or unenforceable pursuant to state or federal law, the remainder of the Contract shall remain in full force and effect.


19. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the BOARD has approved this Contract at a duly noticed public meeting held on the 12th day of November 2021, and has duly authorized its Chair to execute this Contract on behalf of the BOARD.

FOR COBB COUNTY SCHOOL DISTRICT
AND BOARD OF EDUCATION


Randy Scamihorn
Chair, Cobb County Board of Education
11/17/21
Date

FOR SUPERINTENDENT


Christopher G. Ragsdale
Superintendent of Schools
11-17-2021
Date