

**SHARED SUPERINTENDENT SERVICES AGREEMENT  
BUELLTON UNION SCHOOL DISTRICT AND  
VISTA DEL MAR SCHOOL DISTRICT**

This Shared Superintendent Services Agreement (“Agreement”) is entered into by and between Superintendent Randal Haggard (“Superintendent”), and the Governing Boards of the Buellton Union School District (“Buellton”), and the Vista Del Mar School District (“Vista”) (collectively “Parties”) for the purpose of sharing superintendent services. This Agreement is dated May 8, 2019 for reference purposes only.

**RECITALS**

The Parties acknowledge as true the following:

- A. Buellton is a duly formed and existing public school district under the laws of the State of California;
- B. Vista is a duly formed and existing public school district under the laws of the State of California;
- C. Both Districts serve communities in the Santa Ynez Valley area of Santa Barbara County;
- D. Both Districts desire to optimize resources available to serve students and to operate as efficiently and cost effectively as possible;
- E. Both Districts believe that an agreement designating the same individual as superintendent for both Districts and sharing the services of a single superintendent, with the appropriate fiscal and programmatic accountability and recognition, will substantially benefit both Districts and allow for a more efficient administrative, fiscal, personnel and instructional operation of each school district; and
- F. Randal Haggard (“Superintendent”) is currently employed as the Superintendent of Buellton through June 30, 2021, pursuant to a contract dated June 8, 2016 and amended on November 14, 2018, attached hereto and incorporated by reference as Exhibit A. Superintendent is willing, qualified and credentialed to perform superintendent services on behalf of both Districts.

**AGREEMENT**

In the interest of efficient administration, fiscal, personnel and instructional operation of Buellton and Vista, and in consideration for the promises contained in this Agreement, it is mutually

agreed by and between the Parties that Buellton and Vista will share the administrative services of Superintendent as follows:

1. **Effective Date and Term.** This Agreement shall become effective for an initial two (2) year term from July 1, 2019 through June 30, 2021 on the day following execution by Superintendent and ratification by the Governing Boards of both Districts. If either District fails to approve this Agreement, it shall not become effective.

Superintendent shall be required to render 12 full months of full and regular service during each annual period covered by this agreement or any extension. 12 months of full service shall consist of 224 workdays.

2. **Shared Superintendent Services.** During the term of this Agreement, Buellton agrees to share with Vista the services of Superintendent. Superintendent shall be the Chief Executive Officer of both Districts' Governing Boards, and to exclusively provide such professional services to both Districts pursuant to this Agreement. The duties of Superintendent, as set forth in his separate employment agreement with Buellton, shall be similarly performed by the Superintendent, on behalf of Vista. The services performed by the Superintendent on behalf of Vista shall be performance of his existing duties and shall not constitute supplemental duties.

The services provided by Superintendent shall include all duties required by law and customarily performed by a superintendent during the term of this Agreement, including, but not limited to:

- a. Having primary responsibility in making recommendations to the Vista Board regarding all personnel matters, including employment, assignment, evaluation, transfer and dismissal of all Vista employees;
- b. Reviewing all policies adopted by the Vista Board and making appropriate recommendations to the Vista Board;
- c. Advising the Vista Board of sources of funds that might be available to implement, present, or contemplate, on the matter of district programs;
- d. Acting as Secretary to the Vista Governing Board in accordance with Education Code Section 35025;
- e. Assuming the powers and duties set forth in Education Code Section 35035 and 35250 and have those powers and duties that are delegated to him by the Vista Governing Board;

- f. Endeavoring to establish and maintain positive community, staff and Board relations;
  - g. Serving as liaison to the Vista Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;
  - h. Recommending to the Vista Board, District goals and objectives; and
  - i. All other duties required by law and customarily performed by a superintendent.
3. **Joint Employment Status/Rights.** If this Agreement is terminated, the Parties agree that Superintendent's employment status shall revert to the current employment agreement between Superintendent and Buellton, effective on the day following the termination of this Agreement. With respect to Vista, the Parties agree that this Agreement constitutes Superintendent's sole employment agreement and that Superintendent's rights as an administrator shall be governed exclusively by this Agreement. This Agreement is not intended to and shall not impact the employment status of Superintendent with Buellton under the current employment agreement between Superintendent and Buellton including but not limited to Paragraph 11 (B) thereof.
4. **Allocation of Shared Superintendent Services.** Superintendent shall devote 70% of his time to Buellton and 30% of his time to Vista. As a general rule, Superintendent will be available to both Districts each day either in person, telephonically or electronically. Superintendent shall be personally present at Buellton for 70% of his time and at Vista for 30% of his time. To help achieve this 70/30 sharing of Superintendent's services, Superintendent shall develop, and update as needed, his work calendar and obtain input on that calendar from the Board Presidents/designees of both Districts. The parties agree that Superintendent will work full-time equal to a 1.0 full-time equivalent employee.
5. **Payment for Services.** Buellton shall issue a monthly pay warrant to Superintendent and shall pay all tax and retirement costs as required by law. Vista shall reimburse Buellton 30% of all associated employment costs including tax and retirement costs on a monthly basis upon receipt of an invoice from Buellton. Superintendent shall continue to receive health benefits and vacation days from Buellton and, as noted on Exhibit B, Vista will reimburse Buellton for 30% of those costs. In addition, Vista shall pay for 30% of the costs of Superintendent's professional association dues, in-county travel, and professional development costs as specified on Exhibit B.

The cost of Superintendent's services is understood to cover all costs associated with Superintendent's employment including, but not limited to, Superintendent's

salary; statutory costs such as unemployment, Medicare, Workers Compensation, and retirement benefits; health and welfare benefits at the level and with the provider designated by Buellton; professional association dues; and professional development costs. Except for shared out-of-pocket costs as set forth in section 6 below, Vista shall not incur any additional expenses for Superintendent's services.

If this Agreement is terminated for any reason, Superintendent's compensation and benefits shall revert to the level set forth in the Superintendent's current employment Agreement with Buellton, and shall be the sole responsibility of Buellton.

6. **Mileage and Travel Expenses.** Vista shall reimburse Superintendent for Superintendent's business-related out-of-county travel expenses related solely to Superintendent's services for Vista. If the purpose of the out of county travel is to benefit both Districts, then such travel and out-of-pocket expenses incurred by Superintendent shall be paid by Buellton and Vista equally. Superintendent agrees to send Vista an invoice for all such business-related travel expenses each month, which shall include appropriate backup documentation.
7. **Performance Objectives as Superintendent.** As soon as practicable after the execution of this agreement, the Vista Board shall arrange to meet with Superintendent to establish the performance objectives under this Agreement. These objectives shall be reduced to writing and shall be based on the administrative duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the Parties.

As soon as practicable after the execution of this agreement, Buellton shall arrange to meet with Superintendent to determine whether the performance objectives established under his current employment agreement should be modified in light of this Agreement. Any modification to these objectives shall be reduced to writing and shall be based on the administrative duties and responsibilities set forth in this Agreement, Superintendent's current employment agreement, and any other criteria mutually agreed upon by the Parties.

8. **Termination.**
  - a. **Unilateral Termination.** Both parties may, without cause and for any reason allowed by law, terminate this Agreement upon written notice to the other party no later than February 1, 2021.
  - b. **Termination for Absence of a Credential.** Either District may immediately terminate this Agreement if at any time Superintendent no longer holds an Administrative Services Credential.

- c. **Termination due to Disability.** The Agreement may be terminated at either Boards' option if Superintendent is unable to serve in his position because of physical or mental condition, or a combination of both, and upon expiration of the sick leave entitlement provided by statute and board policy. The Board shall not make this determination until it receives a written report from a physician of its choosing who has examined Superintendent and reported that he is unable to perform the essential duties of his position with or without reasonable accommodation.
  - d. **Resignation.** The Agreement may be terminated at either Boards' option if Superintendent tenders his resignation from his employment with Buellton or Vista. Superintendent shall provide the Districts with at least sixty (60) calendar days advance notice of his resignation.
  - e. **Termination due to Conflict of Interest.** The Agreement may be terminated at either Boards' option if during the course of this Agreement, it is reasonably determined by either Buellton or Vista that the continued employment of Superintendent by one district will create a statutory or material common law conflict of interest in his employment with the other district.
  - f. **Abuse of Office Provisions.** Upon required notice of termination, all present and future obligations of Superintendent, Vista, and Buellton under this Agreement shall cease, other than with respect to the reversion to Superintendent's employment contract with Buellton pursuant to paragraph 3. As further required under California Government Code §53243 et seq., Superintendent shall be required to fully reimburse both Districts any salary if Superintendent is convicted of a crime involving an abuse of his office or position. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53260, 53243, 53243.1, 53243.2, 53243.3, and 53243.4. If either Board elects to terminate this Agreement pursuant to this section, Superintendent shall continue employment with Buellton as provided for herein.
9. **Renewal Provisions.** The board presidents or their designees of each district shall discuss with Superintendent whether to terminate or extend this Agreement by May 1, 2021. If both Districts and Superintendent desire to modify this Agreement to share the services of Superintendent, both Districts and Superintendent agree to submit draft proposals, or to jointly create a single draft proposal, by June 1, 2021 so that any amendments to this Agreement can be finalized prior to June 30, 2021. All future agreements shall be approved by Superintendent and both boards in the manner required by law.
10. **Confidentiality.** Superintendent agrees to ensure that confidentiality is maintained as required by law on behalf of both districts and not share with Vista

issues that are confidential with Buellton and not share with Buellton issues that are confidential for Vista.

11. **Conflicts of Interest.** If any issue arises that presents a potential conflict of interest or a conflicting duty of loyalty, either between the two districts, or between Superintendent and either District, Superintendent shall immediately notify the Board(s) of the affected district(s).
12. **Compliance with Law.** Superintendent agrees to comply with all applicable laws in the performance of all duties under this Agreement.
13. **Board Meetings.** Superintendent, Buellton, and Vista agree that every effort shall be made for Superintendent to attend both Vista and Buellton's regularly scheduled and special board meetings. Superintendent shall develop, update, and obtain input on the board meeting calendar from the Board Presidents/designees of both Districts. In the event of a calendaring conflict, Superintendent and the Board Presidents/designees of both Districts shall collaborate in good faith to resolve the conflict.
14. **Disputes.** If any payment or other dispute arises during the term of this Agreement, the Board Presidents/designees shall collaborate in good faith and endeavor to resolve the issue.
15. **No Agency.** Neither District shall be deemed to be the agent of the other District in the performance of any of the duties under this Agreement. When performing services for one of the Districts under this Agreement, Superintendent shall not be deemed the agent of the other District.

Similarly, unless otherwise agreed to in writing, nothing in this Agreement shall be construed to give Vista the power to direct or control the daily activities of Buellton or any of its other employees or agents in the performance of their duties for Buellton, nor does this Agreement grant Vista the power or authority to enter into any agreement or make or give any statement, representation, warranty, or other commitment on behalf of Buellton, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of Buellton, or to otherwise transfer, release, or waive any right, title, or interest of Buellton.

Likewise, notwithstanding the foregoing, unless otherwise agreed to in writing, nothing in this Agreement shall be construed to give Buellton the power to direct or control the daily activities of Vista or any of its other employees or agents in the performance of their duties for Vista, nor does this Agreement grant Buellton the power or authority to enter into any agreement or make or give any statement, representation, warranty, or other commitment on behalf of Vista, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on

behalf of Vista, or to otherwise transfer, release, or waive any right, title, or interest of Vista.

16. **Indemnification.** Buellton and Vista each agree to indemnify, defend and hold harmless the other District and its successors, assigns, members of the Governing Board, officers, attorneys, employees, staff, agents, students and volunteers from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the other District or its successors, assigns, directors, officers, members, volunteers, employees, agents, subcontractors or any other personnel under its supervision or control, including Superintendent while acting on behalf of the other District.
17. **Impact on Superintendent Employment Agreement.** With respect to the employment relationship between Buellton and Superintendent, the terms of this Agreement control any conflict between this Agreement and the Superintendent's employment contract with Buellton. However, where this Agreement is silent or no conflict exists, the Superintendent's current employment agreement with Buellton controls.
18. **Tax/Retirement Liability.**

It is understood by the Parties that for payroll purposes, Superintendent shall be deemed to be an employee of Buellton. As such, Buellton is obligated to make any applicable State and Federal tax withholdings and contributions towards State or Federal unemployment insurance or disability insurance. Vista is obligated to reimburse Buellton for services consistent with section 5 of this Agreement. Neither Vista nor Buellton make any representation regarding CalSTRS contributions and Superintendent is hereby advised to consult with CalSTRS regarding all retirement matters. Except as provided above, neither District shall be liable for any retirement or state/federal tax consequences to Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of Superintendent. Neither District has made any representations or warranties with respect to the tax or retirement consequences of any payments made under this Agreement. Superintendent shall assume sole responsibility and liability for all state and federal tax consequences, and all retirement consequences of this Agreement.
19. **Insurance.** Each party, at its own expense, shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence for each bodily injury, property damage, or personal injury arising out of its alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. Insurance coverage required under this

Agreement shall constitute primary coverage for any bodily injury, property damage and personal injury arising out of a party's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. Neither the existence of any of the insurance coverages required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage, shall be deemed to limit or restrict in any way a party's liability arising under this Agreement.

20. **Dispute Resolution.** In the event of any disagreement over the meaning or application of this Agreement, the parties shall first attempt to resolve the matter informally. Should that prove unsuccessful, any party may ask for mediation. If the parties agree to submit the dispute to mediation, a neutral mediator from the State Mediation and Conciliation Service, the Judicial Arbitration and Mediation Service ("JAMS"), or other agreed upon mediator shall be appointed. Mediation costs shall be equally shared by the parties. If mediation fails to resolve the matter, the parties may pursue additional legal options, as allowed by law, to resolve the dispute.
21. **Voluntary Agreement.** Each Party affirms that it has read and understands the provisions of this Agreement, is satisfied with this Agreement, and has duly executed this Agreement voluntarily and of its full free will and accord. Each Party has had an opportunity to review and consult with its respective legal counsel on this matter.
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22. **Entire Agreement.** With the exception of the Superintendent Employment Agreement between Buellton and Superintendent, this Agreement constitutes the entire understanding between the Parties. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties.
23. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Districts and Superintendent.
24. **Interpretation.** This Agreement shall be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
25. **Other Documents.** The Parties agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purpose of this Agreement.
26. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Santa Barbara, subject to any transfer of venue under the law.



27. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
28. **Severability.** If any provision or part of this Agreement is for any reason held to be invalid, unenforceable, or contrary to public policy or the law, the remainder of this Agreement shall not be affected and shall remain valid and fully enforceable.
29. **Prevailing Authority.** In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of this Agreement and any other agreement between Vista and Buellton, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.
30. **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement so that it constitutes a valid and binding obligation of that Party.
31. **No Precedent or Establishment of Practice.** This Agreement does not establish or set a precedent for Superintendent or administrative services provided by Buellton or Vista. This Agreement is unique to the facts and circumstances in this instance.
32. **Binding Effect.** This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers, sureties, agents, representatives, directors, and officers.
33. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.
34. **Subject to Approval by Governing Board.** This Agreement shall become effective only upon ratification by each District's Governing Board.

**BUELLTON**

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Elaine Alvarado  
Board President

Dated: May 8, 2019

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Dr. Randal Haggard  
Superintendent  
Dated: May 8, 2019

**VISTA**

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Nicole Jones  
Board President

Dated: May 8, 2019