



Highline Public Schools Board Action Report

DATE: June 12, 2024

FROM: Dirs. Alvarez and Van, School Board President and Vice President

LEAD STAFF: N/A

For Introduction: June 17, 2024 For Action: June 17, 2024

I. TITLE Approval of a Superintendent Employment Contract Extension between Highline Public Schools and Dr. Ivan Duran

Select one: New Item Renewed Item Annual Item Revised Item

II. WHY BOARD ACTION IS NECESSARY

As the governing body with the authority to employ a Superintendent, it is the responsibility of the Board to vote on Dr. Ivan Duran's employment contract.

III. BACKGROUND INFORMATION

On March 16, 2022, the Highline School Board unanimously voted to enter into an employment contract with Dr. Ivan Duran to be Highline's Superintendent. The approved contract was from July 1, 2022, through June 30, 2025. Per Policy No. 1630, Evaluation of the Superintendent, "The board, on the basis of the evaluation, may renew and/or extend the superintendent's contract for periods not to exceed three years." The motion before the Board is to extend Dr. Duran's contract an additional two years so that it ends on June 30, 2027.

Highlights from the contract extension:

- a) 3-year contract: The contract is from July 1, 2024, through June 30, 2027. This extension adds an additional two years to the current contract ending on June 30, 2025.
- b) The Superintendent's annual salary does not increase except that he will continue to receive the annual salary inflationary increase identified in RCW 28A.400.205 as approved and funded by the State Legislature. This provision was in the original contract (Paragraph 2). Since the contract was signed in 2022, the annual base salary increased by \$22,234 per this provision. The adjusted salary is reflected in the proposed contract, Paragraph 2.
- c) Removes the language funding 10-15 additional days for the Superintendent to familiarize himself with the district (previous Paragraph 17). This section was included when Dr. Duran was new to the district.

Introduction and Action at the same meeting is in the best interests of the district.

IV. RECOMMENDED MOTION

I move the Highline School Board approve the attached 2024-27 employment contract between Highline Public Schools and Dr. Ivan Duran.

V. FISCAL IMPACT/REVENUE SOURCE

The expense assumptions of the new contract are broken down as follows:

Superintendent Compensation for SY 2024-25: \$360,736 (Base - \$317,234, additional compensation - \$43,502); Superintendent payroll taxes and benefits for SY 2024-25: \$75,000; Annual memberships, workshops, and conferences: \$19,500.

The revenue source for this motion is general fund.

Expenditure: One-time Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following:

Policy No. 1005, Key Functions of the Board, states, "Creating Conditions for Student and Staff Success: To achieve the vision, the board will establish a structure which reflects local circumstances and creates an environment designed to ensure all students the opportunity to attain their maximum potential. This includes employing a superintendent..."

Policy No. 1630, Evaluation of the Superintendent, "The board, on the basis of the evaluation, may renew and/or extend the superintendent's contract for periods not to exceed three years."

VII. ALTERNATIVES

The alternatives to approving this motion is to not extend the current contract beyond June 30, 2025, or renegotiate a different contract with Dr. Duran.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

IX. ATTACHMENTS

Attachment 1: 2024-27 Superintendent Employment Contract between Highline Public Schools and Dr. Ivan Duran (clean - for approval)

Attachment 1: 2024-27 Superintendent Employment Contract between Highline Public Schools and Dr. Ivan Duran (track changes - for reference)

**2024-2027 SUPERINTENDENT’S CONTRACT
HIGHLINE PUBLIC SCHOOL DISTRICT NO. 401**

It is hereby agreed by and between the Board of Directors of Highline School District No. 401, located in King County, Washington (“Board”) and Dr. Ivan Duran (“Superintendent”) that the Board, in accordance with its action on June 17, 2024, hereby employs Dr. Ivan Duran as Superintendent of Schools for a three-year period beginning July 1, 2024, and ending June 30, 2027.

AGREEMENTS

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties as Superintendent of Schools and Secretary of the Board for the public schools in the Highline School District (“District”) as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board.

2. For the period July 1, 2024, through June 30, 2027, the Superintendent will be paid an annual salary of Three hundred seventeen thousand, two hundred and thirty four dollars (\$317,234). The annual salary will be paid in equal monthly installments in accordance with District policy.

The Board retains the right to adjust the annual salary of the Superintendent for the ensuing years of this Contract based on the Board’s review of the performance of the Superintendent; said salary adjustment will not reduce the prior year’s annual salary. Any adjustment in annual salary made during the term of this Contract will be in the form of an amendment and will become part of this Contract.

Beginning July 1, 2025, the Superintendent shall receive the annual salary inflationary increase identified in RCW 28A.400.205 as approved and funded by the State Legislature.

3. The District shall pay into the Superintendent’s plan account under the District’s {IRC § 403(b) plan} {IRC § 457(b) plan} an employer-provided nonelective contribution no less than \$1,250 per month for twelve consecutive months in each year. Both parties intend, but neither assures the other, that those contributions be excluded from the Superintendent’s gross income for federal income tax purposes. The Superintendent shall direct investment of the nonelective contributions and amounts attributable to them, but shall direct investment subject to the plan’s terms, including the District’s selection of the plan’s investment alternatives.

4. During the term of this contract, the Superintendent will be subject to discharge for sufficient cause, as provided by law and subject to the statutory appeal process. The Board shall state its intent to discharge in a written notice to the Superintendent. The Superintendent shall have the right to meet with the Board and be represented by legal counsel at his expense at such meeting,

if he so chooses, so long as he requests the meeting in writing within ten (10) calendar days of his receipt of the written notice of discharge.

Upon termination of this contract and employment hereunder, the Superintendent shall retain his rights to accrued sick and vacation leave and applicable retirement benefits, which will be deemed vested to the extent consistent with state law.

The contract may also be terminated by:

- a. Mutual agreement of the Superintendent and Board. This Contract may be terminated by written agreement of the Board and the Superintendent, at which point all obligations of the Board and Superintendent shall cease.
- b. Retirement. This Contract may be terminated by retirement of the Superintendent, provided that the Superintendent gives the Board at least six months' notice of the proposed retirement.
- c. Resignation. The Superintendent may terminate this Contract by resigning and by giving the Board at least six months' notice of the proposed resignation or with less notice by agreement with the Board.
- d. Extended absence or disability. This Board may terminate this Contract at any time after the Superintendent has been absent from his employment without Board approval for a continuous period of six months by written notice to him. Any further obligations of the Board will cease upon such termination. The Board reserves the right to require the Superintendent to submit to a medical examination when the Board President deems it appropriate under federal and state law. The physician will be selected and paid by the Board. If the Superintendent is certified to be disabled such that he cannot perform his duties with accommodation for an extended period of time, the Board may terminate this Contract, whereupon any further obligations of the Board will cease. In the event of termination due to extended absence or disability, the Board will permit the Superintendent to utilize his accumulated vacation and sick leave to the extent appropriate under the circumstances.
- e. Unilateral termination. The Board may terminate the Superintendent's employment for any reason, upon an affirmative vote of a majority of the Board at any regular or special meeting of the Board, by giving the Superintendent notice of unilateral termination. In the event of such termination, the Board and the Superintendent will agree on a mutually acceptable explanatory statement, and the Board will pay the Superintendent severance pay in an amount equal to twelve (12) months of his then current monthly compensation, or the remaining compensation under the contract, whichever is less, paid monthly. If terminated under this provision, the Superintendent will release and discharge the District, the Board, and District employees and agents from any claim arising from or relating to the termination, except for accrued compensation and benefit entitlements expressly provided for in this contract.

5. The Superintendent's performance will be evaluated not less than annually as required by Board Policy, upon criteria as developed by the Board in consultation with the Superintendent, and in compliance with state law. No later than June 30 of each year that this Contract is in effect, the Board and the Superintendent will meet and discuss the terms of this Contract. Failure to meet by this deadline will not affect the term of this Contract.

6. The Superintendent will have the freedom to organize, reorganize, and arrange the administrative, legal and supervisory staff in the manner which, in his judgment, best serves the District. The administration of instruction, legal and business affairs will rest with the Superintendent and be administered by him with the assistance of his staff. The responsibility for selection, placement, and transfer of personnel will be vested in the Superintendent and his staff. The Board, individually and collectively, will promptly refer material criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation, except in instances when the criticisms, complaints or suggestions are directed at the Superintendent. In those instances, the Board shall address those criticisms, complaints, or suggestions as it deems to be in the best interests of the District.

7. The Superintendent, with prior approval of the Board president, may undertake consulting work, speaking engagements, writing, lecturing, or other professional activities that do not conflict with his duties as Superintendent or District interests and are in accordance with law. Such professional activities, when done for compensation, shall be considered non-contractual time (vacation, holidays, or non-duty evenings or weekends).

8. The Superintendent agrees to have an annual comprehensive medical examination. The examining physician will furnish a statement certifying to the competency of the Superintendent. This statement will be treated as confidential information by the Board. The cost of this medical examination and report will be borne by the District to the extent medical insurance does not cover same. The president of the Board will be advised by the Superintendent of the findings of said physical examination.

9. The Superintendent will supply his own vehicle for District business. In lieu of expense reimbursement for in-District travel, the Superintendent will receive a monthly payment of \$550 to defray the costs of using his vehicle for official travel, which amount will be reviewed annually and increased as necessary to cover the cost of the Superintendent's vehicle use while on District business. (Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the Superintendent.) The Superintendent will also be entitled to out-of-District mileage and other expense reimbursement for official business, as provided by law and District policy for certificated administrators. The Superintendent will be provided a personal communication and computing device with data plan for conducting official business.

10. The Superintendent will be offered all life, dental, health and disability insurance programs available to public school employees under the rules and regulations of the Washington School Employee Benefit Board.

11. In recognition of the many school, District, and community functions and activities the Superintendent attends on weekends and holidays throughout the year, the Superintendent shall be compensated for up to fifteen (15) supplemental days per year at the Superintendent's per diem rate of pay as defined in paragraph 14 below. Such payment shall be made in twelve equal monthly installments. The Superintendent will provide the District with documentation of when the days were worked by June 30 of each year.

12. The Superintendent will receive an annual doctoral stipend of \$3,600 that is commensurate with that paid to other executive staff.

13. The District agrees, as a further condition of this Contract, that it will defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, damages, costs, charges, and expenses, including court costs and attorneys' fees; provided, that the incident out of which such demands, claims, suits, actions, damages, costs, charges, and expenses arises from a non-criminal incident and occurred while the Superintendent was acting within the scope of his employment and during the good faith performance of his official duties under this Contract, and provided further that the legal matter does not concern the Superintendent's employment status with the District. The District will provide the Superintendent with a legal defense, provided that if a conflict exists between the legal position of the Superintendent and the District, the District may obtain independent counsel for the Superintendent. The attorneys' fees and costs associated with defense of the Superintendent by independent counsel from the District's representation will be indemnified by the District so long as the Superintendent is entitled to a defense as provided above.

14. The Superintendent will annually receive twenty-five (25) days of vacation, exclusive of District recognized holidays, and twelve (12) days of sick leave for illness, injury, and emergency and other leaves afforded to certificated administrators. Thirty-five (35) days of unused vacation may be carried over to an ensuing year under this Contract. Vacation days will be deemed used in the order in which they are earned.

In circumstances where his responsibilities materially limit the annual utilization of vacation, the Superintendent may, at the end of each contract year, elect to convert up to five (5) days of unused vacation into compensation. Unused vacation days will be converted to compensation upon termination of employment as Superintendent at the daily per diem rate. Unused sick leave will be compensable in the manner prescribed by law and the District's attendance incentive program.

Compensation for converted unused vacation days will be at the per diem rate calculated by dividing the Superintendent's salary and doctoral stipend by the number of workdays (260 days less vacation days and District holidays).

15. The Superintendent will attend appropriate professional meetings at the local, state, and national levels. Up to \$10,000 in annual expenses for attendance at professional meetings will be paid by the District in accordance with expense reimbursement policies applicable to all District personnel. District payment for annual expenses beyond \$10,000 will require approval of the Board President. The District will pay the Superintendent's membership dues in appropriate professional organizations, including the American Association of School Administrators, the

Washington Association of School Administrators, and other similar professional organizations. It is expected that the Superintendent will participate in civic and business affairs of the community. Membership in appropriate civic and community organizations and attendance at various community events is an integral component of the Superintendent's duties, and the District shall pay dues and other costs associated with participation in such organizations and activities.

16. The Superintendent's residency within the District is highly desirable to establish and maintain community connections and demonstrate an investment in the community. Should the Superintendent decide to move into the District's boundaries, the District will provide him with a one-time moving stipend in an amount determined by the Board President.

17. If the Superintendent's Contract is not to be extended for an additional year beyond June 30, 2027, the Board shall give written notice of the same to the Superintendent no later than June 30, 2026. Absent such notice, the Superintendent's Contract shall be renewed for 2027-2028. Subsequent annual renewals will likewise occur unless the requisite written notice is given by the Board to the Superintendent by June 30 of each subsequent year. The Superintendent shall remind the Board of the existence of this renewal clause by providing a notice to each Board member between April 15 and May 1 of each year. Failure to provide this notice will invalidate this clause.

18. In the event the Superintendent desires to make application for employment outside the District, the Board shall be notified at the time of application.

19. The Superintendent will fulfill all aspects of this Contract; any exception thereto will require mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Code of Conduct for Professional Educators or the Code of Ethics for Municipal Officers and will be reported by the Board to the appropriate state association and to the state educational authorities for breach of the professional conduct regulations found in Chapter 181-87 WAC.

20. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract will not be affected by such a ruling and will remain in force.

21. In the event of a dispute regarding this contract, its meaning or the application of its terms, the prevailing party shall be entitled to all attorneys' fees and costs.

22. This Contract is the final and complete expression of the parties' agreement as to its subject matter and may be modified only by a written addendum signed by each party. This Contract supersedes and replaces all prior agreements, discussions, and representations, all of which are merged into and superseded by this Contract. No party is entering this Contract in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Contract.

DR. IVAN DURAN, Superintendent

*ANGELICA ALVAREZ, Board of Directors,
President*

Date

Date

~~20222024-2025-2027~~ SUPERINTENDENT'S CONTRACT
HIGHLINE PUBLIC SCHOOL DISTRICT NO. 401

It is hereby agreed by and between the Board of Directors of Highline School District No. 401, located in King County, Washington ("Board") and Dr. Ivan Duran ("Superintendent") that the Board, in accordance with its action on ~~February 18~~ June 17, ~~20222024~~, hereby employs Dr. Ivan Duran as Superintendent of Schools for a three-year period beginning July 1, ~~20222024~~, and ending June 30, ~~20252027~~.

AGREEMENTS

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties as Superintendent of Schools and Secretary of the Board for the public schools in the Highline School District ("District") as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board.

2. For the period July 1, ~~20222024~~, through June 30, ~~20252027~~, the Superintendent will be paid an annual salary of ~~Two Hundred Ninety Five Thousand Dollars (\$295,000)~~ Three hundred seventeen thousand, two hundred and thirty four dollars (\$317,234). The annual salary will be paid in equal monthly installments in accordance with District policy.

The Board retains the right to adjust the annual salary of the Superintendent for the ensuing years of this Contract based on the Board's review of the performance of the Superintendent; said salary adjustment will not reduce the prior year's annual salary. Any adjustment in annual salary made during the term of this Contract will be in the form of an amendment and will become part of this Contract.

Beginning July 1, ~~20232025~~, the Superintendent shall receive the annual salary inflationary increase identified in RCW 28A.400.205 as approved and funded by the State Legislature.

3. The District shall pay into the Superintendent's plan account under the District's {IRC § 403(b) plan} {IRC § 457(b) plan} an employer-provided nonelective contribution no less than \$1,250 per month for twelve consecutive months in each year. Both parties intend, but neither assures the other, that those contributions be excluded from the Superintendent's gross income for federal income tax purposes. The Superintendent shall direct investment of the nonelective contributions and amounts attributable to them, but shall direct investment subject to the plan's terms, including the District's selection of the plan's investment alternatives.

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12. The Superintendent will receive an annual doctoral stipend of \$3,600 that is commensurate with that paid to other executive staff.

13. The District agrees, as a further condition of this Contract, that it will defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, damages, costs, charges, and expenses, including court costs and attorneys' fees; provided, that the incident out of which such demands, claims, suits, actions, damages, costs, charges, and expenses arises from a non-criminal incident and occurred while the Superintendent was acting within the scope of his employment and during the good faith performance of his official duties under this Contract, and provided further that the legal matter does not concern the Superintendent's employment status with the District. The District will provide the Superintendent with a legal defense, provided that if a conflict exists between the legal position of the Superintendent and the District, the District may obtain independent counsel for the Superintendent. The attorneys' fees and costs associated with defense of the Superintendent by independent counsel from the District's representation will be indemnified by the District so long as the Superintendent is entitled to a defense as provided above.

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In circumstances where his responsibilities materially limit the annual utilization of vacation, the Superintendent may, at the end of each contract year, elect to convert up to five (5) days of unused vacation into compensation. Unused vacation days will be converted to compensation upon termination of employment as Superintendent at the daily per diem rate. Unused sick leave will be compensable in the manner prescribed by law and the District's attendance incentive program.

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16. The Superintendent's residency within the District is highly desirable to establish and maintain community connections and demonstrate an investment in the community. Should the Superintendent decide to move into the District's boundaries, the District will provide him with a one-time moving stipend in an amount determined by the Board President.

~~17. The Board will fund ten days at the per diem rate in paragraph 14 for the Superintendent to familiarize himself with the District and its operations prior to July 1, 2022. The Board President may authorize the funding of up to an additional five days if requested by the Superintendent.~~

~~18~~17. If the Superintendent's Contract is not to be extended for an additional year beyond June 30, ~~2025~~2027, the Board shall give written notice of the same to the Superintendent no later than June 30, ~~2024~~2026. Absent such notice, the Superintendent's Contract shall be renewed for ~~2025~~2027-~~2026~~2028. Subsequent annual renewals will likewise occur unless the requisite written notice is given by the Board to the Superintendent by June 30 of each subsequent year. The Superintendent shall remind the Board of the existence of this renewal clause by providing a notice to each Board member between April 15 and May 1 of each year. Failure to provide this notice will invalidate this clause.

~~19~~18. In the event the Superintendent desires to make application for employment outside the District, the Board shall be notified at the time of application.

~~20~~19. The Superintendent will fulfill all aspects of this Contract; any exception thereto will require mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Code of Conduct for Professional Educators or the Code of Ethics for Municipal Officers and will be reported by the Board to the appropriate state association and to the state educational authorities for breach of the professional conduct regulations found in Chapter 181-87 WAC.

~~21~~20. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract will not be affected by such a ruling and will remain in force.

~~22~~21. In the event of a dispute regarding this contract, its meaning or the application of its terms, the prevailing party shall be entitled to all attorneys' fees and costs.

~~23~~22. This Contract is the final and complete expression of the parties' agreement as to its subject matter and may be modified only by a written addendum signed by each party. This Contract supersedes and replaces all prior agreements, discussions, and representations, all of which are merged into and superseded by this Contract. No party is entering this Contract in

reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Contract.

DR. IVAN DURAN, Superintendent

~~AARON GARCIA~~*ANGELICA ALVAREZ,*
Board of Directors,
President

Date

Date