Highline Public Schools Board Action Report

DATE: June 22, 2026

FROM: Director Van, School Board President

LEAD STAFF: N/A

For Introduction: July 1, 2026 For Action: July 1, 2026

I.TITLE Approval of an Amended Superintendent Employment Contract between Highline Public Schools and Dr. Ivan Duran for 2026-29.

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 any amendment to 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. The Board extended Dr. Duran's contract in June 2024 and then again in 2025. The current contract ends on June 30, 2028. 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 approve an amended contract for 2026-2029.

An overview of changes from the proposed amended contract are listed below, including Dr. Duran voluntarily proposing changes in recognition of the budget reductions made this year:
a) The contract is extended for one year so that it runs from July 1, 2026, until June 30, 2029 (3 years).
b) The Superintendent is choosing to not receive an annual salary inflationary increase in 2026-27.
c) The Superintendent is choosing to take four non-paid furlough days.

In addition, a paragraph section number was corrected.

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 2026-29 employment contract between Highline Public Schools and Dr. Ivan Duran.

V. FISCAL IMPACT/REVENUE SOURCE

This motion reduces the annual salary by four furlough days, for a total reduction of $5,950.49. The revised annual salary is $319,214.22, based on the current salary of $325,164.71 and a daily per diem rate of $1,487.62. The base salary remains unchanged from 2025-26, with no adjustment for the implicit price deflator (IPD).

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 are for the Board to renegotiate a different contract with Dr. Duran or to not amend the current contract.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: ☐ Yes ☒ No

IX. ATTACHMENTS

Attachment 1: 2026-29 Superintendent Employment Contract between Highline Public Schools and Dr. Ivan Duran (for approval)

2026-2029 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 July 1, 2026, hereby employs Dr. Ivan Duran as Superintendent of Schools for a three-year period beginning July 1, 2026, and ending June 30, 2029.

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, 2026, through June 30, 2029, the Superintendent will be paid an annual salary of three hundred twenty-five thousand one hundred sixty-four dollars and seventy-one cents ($325,164.71). The annual salary will be paid in equal monthly installments in accordance with District policy.

For the 2026-2027 contract year, the Superintendent shall take four (4) unpaid furlough days on the following dates: July 2, 17, 24, and 31 of 2026. The Superintendent's salary shall be reduced by an amount equal to the Superintendent's per diem rate of pay, as defined in Paragraph 15 below, for each furlough day. Such reduction shall be reflected in the Superintendent's monthly salary payments for the months in which furlough days are taken.

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, 2027, 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} or {IRC § 457(b) plan} an employer-provided nonelective contribution of no less than 8% of the Superintendent's annual salary in each year of this Contract. Both parties intend, but neither assures the other, that those contributions will 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.

Property of Highline Public Schools

It is intended that, to the extent permitted by law, payments under this Section will be excluded from the gross income of the Superintendent under Internal Revenue Code Sections 402(g), 403(b), 414(v), and 457(b), as now or hereafter amended. Any portion of the contribution that exceeds applicable annual IRS limits shall instead be paid to the Superintendent as additional taxable compensation.

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*. The 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 President. If the Superintendent is certified to be disabled such that he cannot perform his duties with reasonable 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.

Property of Highline Public Schools

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. Compensation as used in this subsection is defined as the Superintendent's salary, doctoral stipend, {IRC § 403(b) plan} or {IRC § 457(b) plan} contributions, and TRS contribution. 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. For retirement purposes, the Superintendent's termination will be effective upon the affirmative vote of a majority of the Board under this subsection.

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. It is understood the Board's responsibility is for policymaking and not administration; accordingly, the Board agrees that individual Board members will refrain from taking unilateral action regarding the administration of Board policies.

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 Board President will be advised by the Superintendent of the findings of said physical examination.

Property of Highline Public Schools

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 15 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. In recognition of the Superintendent's continued service and commitment to the District, the Superintendent shall receive an annual longevity stipend as follows:

- Upon completion of five (5) consecutive full years of service as Superintendent in the District, the Superintendent shall receive an annual longevity stipend of 3.08% of his then current annual salary.
- Upon completion of ten (10) consecutive full years, the stipend shall increase to 4% of his then current annual salary.
- Upon completion of fifteen (15) consecutive full years, the stipend shall increase to 5% of his then current annual salary.

The longevity stipend shall be paid in equal monthly installments. The Superintendent must be actively employed by the District on the date of payment to receive the longevity stipend. The Superintendent's first year of employment as Superintendent with the District began on July 1, 2022.

The Superintendent's receipt of the longevity stipend identified in this provision is subject to the following additional conditions:

- The Superintendent must receive an overall performance rating of proficient on his annual evaluation in the contract year preceding a stipend; and

Property of Highline Public Schools

- At the start of the contract year for which a stipend is to be received, the District's general fund budget must include an unassigned fund balance above 3% of expenditures attributable to basic education, special education, CTE, skills centers, support services, and transportation.

14. 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 such demands, claims, suits, actions, damages, costs, charges, and expenses arise from a non-criminal incident that 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. 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 will be indemnified by the District so long as the Superintendent is entitled to a defense as provided above.

15. 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).

16. 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 are 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.

Property of Highline Public Schools

17. 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.

18. If the Superintendent's Contract is not to be extended for an additional year beyond June 30, 2029, the Board shall give written notice of the same to the Superintendent no later than June 30, 2027. Absent such notice, the Superintendent's Contract shall be renewed for 2029-2030. 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. 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. 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. 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. 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. 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	*JOE VAN, Board of Directors, President*
Date	Date

Property of Highline Public Schools