

Rulffes' 'sacrifice'

Contract even more generous after revisions

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Citing a dire economy and threats of severe cuts in state funds, Clark County School District Superintendent Walt Rulffes recently called upon administrators, teachers, support staff and the public at large to "share the sacrifice."

Cutting salaries and benefits of school district administrators, teachers and support staff could be necessary to preserve jobs and classroom programs, the superintendent said. Estimates of the number of teachers who could be laid off were put as high as 2,300.

Naturally, there was some reaction within the district. And lately it's coming back to focus on Rulffes himself — specifically, upon the personal "sacrifices" to his own compensation that he announced.

Rulffes was hired as Clark County School District Superintendent on Feb. 16, 2006. Since then, his contract has been amended three times. The initial terms provided an annual salary of \$290,000. Salary increases and fringe benefits were to be compensated as outlined in the Clark County Association of School Administrators and Professional-technical Employees (CCASAPE) contract with certain additional entitlements. These included five more vacation days (29 days total, annually) with the ability to sell back 10 days at his daily rate of pay, plus up to 60 days of sick leave, which he can sell back at his final daily salary rate — currently estimated at \$1,240 per day. Trustees also approved one more financial incentive: an additional year's contribution to PERS — to be awarded in February 2007, regardless of performance. Stephen Augspurger, executive director of the CCASAPE, estimates this contribution at approximately \$75,000.

On July 1, 2006 — four and a half months later — Rulffes received his first salary increase as superintendent under the CCASAPE contract, bringing his gross salary to \$307,632. Seven months after that, on February 5, 2007, trustees amended that contract, extending it through August 31, 2010 and providing yet another PERS-year contribution incentive if Rulffes remained as superintendent through August 31, 2007.

Augspurger estimates that by August 2007, 18 months after hire, Rulffes had received about \$150,000 in additional PERS compensation — over and above the PERS benefits Rulffes was allotted by the standard CCASAPE agreement.

On Jan. 14, 2008, the CCSD superintendent's contract was amended once again. But this time, the Great Recession that Nevada was entering was becoming evident, and the first round of budget cuts and work-force reductions was imminent. At that point, in a public display of "sacrifice," Superintendent Rulffes declined the 4 percent pay increase of approximately \$12,300 due under the terms of the CCASAPE contract.

However, "In lieu of this percentage increase in 2008," said the amendment, "the Superintendent shall be awarded ... additional vacation leave benefits as set forth in Section 4(b)(8)." That section said:

Leave accruals. Dr. Rulffes shall be entitled to the accrual, use and buyout of leave as set forth in the CCASAPE agreement. *In addition, he shall be provided an additional fifteen days of vacation leave each school year.* Dr. Rulffes may [also] elect to have the District compensate him for up to twenty (20) days of unused leave per each school year of this agreement at the rate of pay in effect at the end of the year...

Thus, his "gesture of sacrifice" appears actually to have made Rulffes some serious money. He gave up a salary increase worth about \$12,300 in exchange for two new elements of compensation.

First was additional annual vacation leave worth approximately \$12,400 per year. Since three years remained on his contract, the particular item translated into an additional \$37,200, which — minus the \$36,900 the superintendent was foregoing — netted him \$300.

But there was more — the "up to twenty (20) days of unused leave per school year" that Rulffes, under the amendment, could "have the District compensate him." Because this provision applied retroactively to two of the five years of the superintendent's contract, it gave Rulffes an additional 50 days of leave to sell back to the district, at a cash value of some \$62,000. Together, the two new elements of Section 4(b)(8) meant the superintendent's "sacrifice" put an additional \$62,300 into his pocket.

Did word about all this get around the school district? Did the superintendent ultimately find his net gain embarrassing?

Perhaps. Because just over one year later, as the economic downfall continued to plague Nevadans, CCSD announced another voluntary "sacrifice" to his compensation that Superintendent Rulffes was taking. On Oct. 7, 2009, CCSD trustees amended the superintendent's contract to show a \$30,700 voluntary pay reduction. And, while that reduction was not to count against the official level of his annual earnings when "the daily rate for any vacation leave or sick leave sell back shall be computed," this forfeiture did appear to be real.

If so, it reduced his net gain from "the sacrifice" to about \$31,600.

Still, on Wednesday, a *Las Vegas Review-Journal* report included this paragraph:

"As part of his personal sacrifice, Rulffes said he could be earning \$42,000 more this year if he had not refused salary increases since 2007."

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