

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made this 16th of February, 2006, by and between the Board of School Trustees of the Clark County School District (hereinafter "Board") and Walt Rulffes, DEDL, (hereinafter "Dr. Rulffes").

WITNESSETH:

WHEREAS, the Board, with assistance with contracted search consultants, conducted an exhaustive search for the position of Superintendent of Schools of the Clark County School District (hereinafter "District"); and

WHEREAS, the Board has determined that Dr. Rulffes possesses the requisite leadership, management and visionary qualifications necessary to lead the District in a time of growth and demand for excellence; and

WHEREAS, Dr. Rulffes desires to undertake that task of leadership and development of excellence;

NOW, THEREFORE, the parties hereto agree to enter into a contract of employment under the following terms and conditions:

1. **Position.** Dr. Rulffes shall occupy the position of Superintendent of Schools, and shall be considered an employee of the District entitled to the rights and protections of, and subject to limitations imposed upon, employees of school districts under the laws of the State of Nevada, as more specifically set forth below.
2. **Term.** The term of this agreement shall commence on February 1, 2006, and conclude on August 31, 2007, unless otherwise extended as provided in this agreement.
3. **Duties.**
 - a. **Administration of the District.** Dr. Rulffes shall be responsible for and perform all acts and duties incident thereto including but not limited to the following:
 - (1) All duties and responsibilities of school superintendents generally imposed by or implied from the laws of the State of Nevada, including applicable laws, rules or regulations of the State or the District; and
 - (2) Service as the chief executive officer.
 - b. **Covenant of Confidentiality.** Except as otherwise required by Nevada law or order of a court of competent jurisdiction, Dr. Rulffes will not communicate to any person or entity any document or information that may be received by him or come to his attention during the course of his employment with the District except as necessary or appropriate to carry out the Board's directions and policies, and for the effective administration of the District. This covenant shall survive the termination of this agreement, and shall be enforceable, in addition to

other remedies provided by law or this agreement, by injunctive relief issued by a court of competent jurisdiction.

c. Devotion of time to the District. Dr. Rulffes shall devote all of his professional time, attention, knowledge, and skills solely and exclusively to the business and interests of the Board and the District. Dr. Rulffes may, however undertake such consulting work, speaking engagements, writing, lecturing or other activities as do not interfere with the discharge of his duties and responsibilities hereunder. Dr. Rulffes shall inform the Board of any such activities undertaken and the time commitment associated therewith. If in the discretionary determination of the Board that Dr. Rulffes shall refrain from any or all such activities, Dr. Rulffes shall discontinue such identified activities.

d. Adherence to Policy Governance. The parties hereto agree that they are operating under principles of Policy Governance and that the Superintendent is accountable to the Board as a whole and not to individual members of the Board.

4. Compensation.

a. Salary. For all services rendered by Superintendent in any capacity during his employment under this agreement, the District shall pay Dr. Rulffes a salary of \$290,000.00, annually, less any deductions required by law. This salary shall be paid in equal biweekly installments in accordance with the practice of the District governing the same for its full-time professional employees. Dr. Rulffes shall receive the same percentage increase in compensation as that received by members of the administrators' bargaining unit, effective July 1, 2006 and each year thereafter. The Board retains the right but is not obligated to make further adjustments in the salary and incentives provided to Dr. Rulffes during the term of this agreement or any extension thereof, provided that any salary or incentive adjustment does not reduce the salary below the figure state herein. It is understood any adjustment to salary or benefits shall not be construed as a new agreement or extension of this agreement. The District shall pay all contributions required by law, including the Nevada Public Employees' Retirement System.

b. Benefits.

(1) **Health Insurance Plan.** Dr. Rulffes shall be entitled to participate in the health insurance plan set forth in the negotiated agreement between the District and the Clark County Association of School Administrators (CCASAPE) which includes long term disability insurance, medical, dental, vision, and a \$150,000.00 term life insurance policy.

(2) **Disability Plan and Policy.** The Board agrees to pay the premium to allow Dr. Rulffes to participate in the CCASAPE long term disability plan.

(3) **Other Insurance.** Through the life of this agreement, Dr. Rulffes shall be entitled to and benefit from all retirement benefits, insurance benefits, workers' compensation benefits and other benefits not specifically excluded by this agreement available to administrators on the District's Unified Administrative Salary Schedule.

(4) **Comprehensive Physical.** At the option of Dr. Rulffes, the District will reimburse Dr. Rulffes the cost of an annual comprehensive physical examination, not to exceed \$3,000.00 per annum.

(5) **Incentive.** The District will purchase for Dr. Rulffes one additional year of PERS service credit on February 1, 2007, or a prorated amount should he leave employment prior to that date.

(6) **Vehicle.** The District shall provide an unmarked vehicle for the use of the Superintendent, to be selected by Dr. Rulffes, provided however that the lease cost shall not exceed \$500.00 per month. The District shall bear the expense of lease obligations, including excess mileage fees, and maintenance of the vehicle.

(7) **Professional expenses.** The Superintendent of the Clark County School District is expected to be visible in the schools and actively participate in community affairs. To that end, Dr. Rulffes shall be provided an allowance of \$660.00 per month to defray the expenses associated with these activities. Dr. Rulffes shall periodically report to the Board on his participation in community activities. In addition, Dr. Rulffes may expend up to \$4,000 per annum of the District's funds for reasonable costs associated with professional dues and attendance at local, state and national school-related professional meetings. Dr. Rulffes shall comply with all District regulations for required approvals of such latter expenses.

(8) **Leave accruals.** Dr. Rulffes shall be entitled to the accrual, use, and buyout of leave as that set forth in the CCASAPE agreement. In addition, he shall be provided an additional five (5) days of vacation leave each school year. Dr. Rulffes may elect to have the District compensate him for up to ten (10) days of unused vacation leave per each school year of this agreement at the rate of pay in effect at the end of the year. Dr. Rulffes shall retain his current right, upon separation, to be compensated for up to 60 days' accumulated sick leave at the rate of pay in effect upon separation.

5. Evaluation of Performance

This Board shall evaluate the performance of the District under Dr. Rulffes' administration at least once each term, as provided in the Board's Governance Policies.

6. Extension of Agreement. The term of this agreement is automatically renewable on the last day of the initial period and for each extension thereof, for a period of one year, unless terminated by either party giving ninety (90) days written notice prior the end of a term.

7. Termination of Agreement.

(a) Termination by resignation of Superintendent. Dr. Rulffes may terminate this agreement by providing the Board with at least ninety (90) days notice prior to the end of any term of this agreement. In the event of such notice, Dr. Rulffes shall be entitled to receive all pay and benefits accrued under this agreement to and including the effective date of his termination.

(b) Termination for convenience by Board. The Board may terminate this agreement by providing Dr. Rulffes at least ninety (90) days notice prior to the end of any term of this agreement. In the event of such notice, this agreement shall be at an end, and the Board and District shall have no further obligation to Dr. Rulffes, save the payout of accumulated benefits as provided herein in Paragraph 4(b)(9). If the Board terminates this agreement for its convenience for an effective date other than the end of any term, the Board shall pay Dr. Rulffes the additional pay and benefits he would have received had he continued to be employed as Superintendent through the end of the then current term, except for sums authorized under Paragraphs 4(b)(7)&(8) but unexpended at the time of notice of termination.

(c) Termination for Cause. In the event of termination for cause, Dr. Rulffes shall be entitled to the same benefits as if he had voluntarily resigned effective before the expiration of a term of this agreement. In addition to grounds for termination for cause commonly recognized by law, the Board may terminate this agreement for cause, upon the happening of any of the following events:

(1) failure to obtain and maintain any necessary certification, after notice to Dr. Rulffes and opportunity to cure;

(2) the conviction of any felony, or a misdemeanor offense involving moral turpitude;

(3) an act which constitutes a violation of his official oath or bond;

(4) the neglect or refusal of Dr. Rulffes to discharge the substantial duties of his office for a period of 30 days;

(5) habitual intoxication or abuse of drugs;

(6) illness rendering Dr. Rulffes unable to perform the duties of his position for a period of sixty (60) days. Termination due to this ground shall cease the District's obligation to pay any unearned salary to Dr. Rulffes but such termination shall not be deemed to affect any other benefits which may have accrued to Superintendent at the time of termination, including, but not limited to, those available under the applicable retirement program, disability insurance, health insurance, worker's compensation, and payment of accrued leave; and

(7) death. In the event of Dr. Rulffes' death during a term of this agreement, the District shall pay to the estate of Dr. Rulffes' the compensation which otherwise would be payable to Dr. Rulffes up to the end of the month in which his death occurs. Thereafter, the Board and District shall have no further responsibilities hereunder, except for benefits which are contractually or legally due to his dependents.

(d) Procedures. The procedural requirements contained in Nevada Revised Statutes 391.311 *et seq.* do not apply to termination of this agreement for cause. In the event that the Board exercises its right to terminate this agreement for cause, Dr. Rulffes shall have the right to receive, prior to the effective date of termination, written charges, and on request, by Dr. Rulffes,

14. **Waiver.** No provision in this agreement may be waived except in a writing signed by the party to be bound thereby.

15. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings and numbers and the text of this agreement, the text shall control.

16. **Exclusive terms.** This agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, including but not limited to that "Superintendent's Employment Contract" entered into between the parties on the 23rd day of June, 2005, and any other arrangements and communications between the parties concerning such subject matter whether oral or written.

17. **Withholding from Compensation.** The District may withhold from any benefits payable under this agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulations or ruling.

18. **Nonassignability.** This agreement is made for the acquisition of the personal services of Dr. Rulffes, and neither this agreement nor any rights or obligations hereunder may be assigned by Dr. Rulffes, his beneficiaries, or legal representatives without the Board's prior written consent, provided, however, that nothing in this paragraph shall preclude (i) Dr. Rulffes from designating a beneficiary to receive any benefit payable hereunder upon his death, or (ii) the executors, administrators, or other legal representatives of Dr. Ruffles of his estate from assigning any right payable hereunder upon his death to the person or persons entitled thereunto.

19. **No attachment.** Except as required by law, no right to receive payments under this agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

20. **Severability.** The provisions of this agreement shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

21. **Binding effect.** This agreement shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successor and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Employment Agreement as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: Susan Brager Wellman
Susan Brager Wellman, Clerk

By: Ruth Johnson
Ruth Johnson, President

SUPERINTENDENT

By: Walt Rulffes
Walt Rulffes, ~~DEA~~ Ph.D.

Approved as to form:

David Roger
District Attorney

By: Mary-Anne Miller
Mary-Anne Miller
County Counsel

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT, is made this 5th of February 2007, by and between the Board of School Trustees of the Clark County School District (hereinafter "Board") and Walt Rulffes, (hereinafter "Dr. Rulffes") to that EMPLOYMENT AGREEMENT entered into by the parties in February, 2006.

WITNESSETH:

WHEREAS, the Board has reviewed the performance of Dr. Rulffes and determined that his performance was exemplary during the previous year, and that his continued employment in the next few years would be beneficial to the mission of the Clark County School District; and

WHEREAS, the Board approved a revision to the initial term of the Employment Agreement of Dr. Rulffes, with additional incentive for his fulfilling that extended initial term;

NOW, THEREFORE, the parties hereto agree as follows:

A. The following provisions of the existing Employment Agreement shall be amended to read as follows (paragraph delineations correlate to those in the Employment Agreement):

2. **Term.** The term of this agreement shall commence on February 1, 2006, and conclude on August 31, 2010, unless otherwise extended as provided in this agreement.

4. **Compensation.**

a. [Provisions of this subsection remain the same]

b. **Benefits.**

(1) - (4) [Provisions of these sub-subsections remain the same]

(5) **Incentive.** The District will purchase for Dr. Rulffes one additional year of PERS service credit on February 1, 2007, or a prorated amount should he leave employment prior to that date. Should Dr. Rulffes remain in service as Superintendent through the extended initial term ending August 31, 2007, the District will purchase for Dr. Rulffes a year of PERS service credit, in addition to the additional service credit to which he became entitled on February 1, 2007.

(6) - (8) [Provisions of these sub-subsections remain the same]

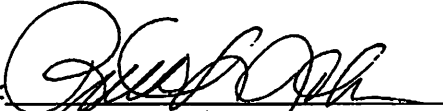
B. In all other respects, the terms and conditions of the existing Employment Agreement between the parties remain in full force and effect, and the amended provisions are effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Employment Agreement as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: 
Mary Beth Scow, Clerk

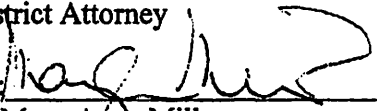
By: 
Ruth Johnson, President

SUPERINTENDENT

By: 
Walt Ruffes, Ph.D.

Approved as to form:

David Roger
District Attorney

By: 
Mary-Anne Miller
County Counsel

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT, is made this 24th day of January, 2008, by and between the Board of School Trustees of the Clark County School District (hereinafter "Board") and Walt Rulffes, (hereinafter "Dr. Rulffes") to that EMPLOYMENT AGREEMENT entered into by the parties on February 16, 2006, and as first amended on February 5, 2007.

WITNESSETH:

WHEREAS, on January 14, 2008, the Board has reviewed the performance of Dr. Rulffes and determined that his performance was exemplary during the previous year; and

WHEREAS, Dr. Rulffes indicated during such performance review that he wished to forego any adjustment in salary that the Board may wish to provide him under Section 4 a of the Employment Agreement, but would accept additional vacation leave in lieu thereof; and

WHEREAS, the Board desires to award Dr. Rulffes such additional leave in recognition of his exemplary performance.

NOW, THEREFORE, the parties hereto agree as follows:

A. The following provisions of the existing Employment Agreement shall be amended to read as follows (paragraph delineations correlate to those in the Employment Agreement):

4. Compensation. * *New language in italics* *

a. Salary. For all services rendered by Superintendent in any capacity during his employment under this agreement, the District shall pay Dr. Rulffes a salary of \$290,000.00, annually, less any deductions required by law. This salary shall be paid in equal biweekly installments in accordance with the practice of the District governing the same for its full-time professional employees. Dr. Rulffes shall receive the same percentage increase in compensation as that received by members of the administrators' bargaining unit, effective July 1, 2006 and each year thereafter. *In lieu of this percentage increase in 2008, the Superintendent shall be awarded additional vacation leave benefits as set forth in Section 4(b)(8), below.* The Board retains the right but is not obligated to make further adjustments in the salary and incentives provided to Dr. Rulffes during the term of this agreement or any extension thereof, provided that any salary or incentive adjustment does not reduce the salary below the figure state herein. It is understood any adjustment to salary or benefits shall not be construed as a new agreement or extension of this agreement. The District shall pay all contributions required by law, including the Nevada Public Employees' Retirement System.

b. Benefits. * *New language is in italics* *

(1) - (7) [Provisions of these sub-subsections remain the same; Subsection (5) was amended in the First Amended Employment Agreement]

(8) Leave accruals. Dr. Rulffes shall be entitled to the accrual, use, and buyout of leave as that 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 elect to have the District compensate him for up to *twenty (20)* days of unused vacation leave per each school year of this agreement at the rate of pay in effect at the end of the year. Dr. Rulffes shall retain his current right, upon separation, to be compensated for up to 60 days' accumulated sick leave at the rate of pay in effect upon separation.

B. In all other respects, the terms and conditions of the existing Employment Agreement, as amended, between the parties remain in full force and effect, and this amended provision is effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Employment Agreement as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: Carolyn Edwards
Carolyn Edwards, Clerk

By: Mary Beth Scow
Mary Beth Scow, President

SUPERINTENDENT

By: Walt Rulffes
Walt Rulffes, Ph.D.

Approved as to form:

David Roger
District Attorney

By: _____
Mary-Anne Miller
County Counsel

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT, is made this 7th day of October, 2009, by and between the Board of School Trustees of the Clark County School District (hereinafter "Board") and Dr. Walt Rulffes (hereinafter "Dr. Rulffes") to that EMPLOYMENT AGREEMENT entered into by the parties in February, 2006.

WITNESSETH:

WHEREAS, Dr. Rulffes in recognition of significant reductions in funding resulting in reduction in force and in services to students, believes the superintendent should request a voluntary personal annual salary reduction of 10 percent; and

WHEREAS, EL-9 requires Board approval of any compensation changes in the superintendent's compensation.

NOW, THEREFORE, the parties agree to the following:

A. The following provisions of the existing Employment Agreement shall be amended to read as follows (paragraph delineations correlate to those in the Employment Agreement):

4. Compensation. **New language in italics**

a. [Provisions of this subsection remain the same]

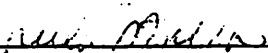
(1) The annual salary will, at the superintendent's request, for the period of October 1 through the remaining 2009 fiscal year, be reduced by \$30,700.00, which is to include 1/2 percent PERS salary reduction amount, provided that the daily rate for any vacation leave or sick leave sell back shall be computed based on Dr. Rulffes's 2008 annual earnings.

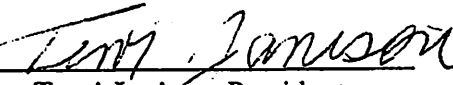
B. In all other respects, the terms and conditions of the existing Employment Agreement, as amended, between the parties remain in full force and effect, and this amended provision is effective upon execution of the parties hereto. *This amended provision expires July 1, 2010.*

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to Employment Agreement as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: 
Sheila Moulton, Clerk

By: 
Terri Janison, President

SUPERINTENDENT

By: 
Walt Rulffes, Ph.D.

Approved as to form:

David Roger
District Attorney

By: _____
Mary-Anne Miller
County Counsel