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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINSITRATORS,  
  
Complainant,  
  
v.  
  
WASHOE COUNTY SCHOOL DISTRICT,  
  
Respondent.

Case No. 2024-001

**NOTICE OF HEARING**

TO: Complainant and its attorney, Ronald J. Dreher, Esq.; and  
TO: Respondent and its attorney, Anthony L. Hall, Esq. and Jonathan A. McGuire, Esq. of Simons  
Hall Johnston PC;

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE pursuant to NRS 233B.121(2),  
that the Government Employee-Management Relations Board (“Board”) will conduct a hearing in the  
above-captioned matter:

**Panel**

This case has been assigned to the Full Board. Pursuant to NAC 288.271(3) the presiding officer  
shall be Chair Brent Eckersley.

**Dates and Times of Hearing**

Thursday, April 18, 2024 at 8:15 a.m.; and continuing on Monday, April 22, 2024 at 8:15 a.m.,  
if necessary; and Tuesday, April 23, 2024 at 8:15 a.m., if necessary.

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1 **Location of Hearing**

2 The hearing will be held in the Carl Dodge Conference Room, which is located at the EMRB  
3 Office located on the fourth floor of the Nevada State Business Center, 3300 W. Sahara Avenue, Las  
4 Vegas, NV 89102. The hearing will also be held virtually using a remote technology system called  
5 WebEx. The attorneys of record, witnesses, court reporter, the Deputy Attorney General assigned to the  
6 EMRB and one or more of the panel members will be present via WebEx. The remaining panel  
7 members and Commissioner will be present in-person. Preliminary motions will be heard at the  
8 beginning of the hearing. The Panel may deliberate and take possible action on this case after the  
9 hearing has concluded.

10  
11 **Details Regarding Events Prior to the Hearing**

12 1. Pursuant to NAC 288.273, the EMRB Commissioner will hold a prehearing conference on  
13 **Thursday, April 4, 2024 at 9:00 a.m.** The prehearing conference will be held using the WebEx online  
14 software platform. The Board Secretary will send log-in instructions to the attorneys of record prior to  
15 the prehearing conference. The prehearing conference will use the WebEx online software platform so  
16 that the computer, software, camera, and microphone may be tested.

17 Also, at the prehearing conference an attempt will be made to formulate or simplify the issues;  
18 obtain admissions of fact which will avoid unnecessary proof; discuss proposed exhibits; limit the  
19 number of witnesses; and establish any other procedure which may expedite the orderly conduct and  
20 disposition of the proceedings.

21 2. The parties shall submit five (5) sets of tagged joint exhibits to be received by the  
22 EMRB, 3300 W. Sahara Avenue, Suite 260, Las Vegas, Nevada 89102, no later than one week prior to  
23 the start of the hearing, so as to enable the office staff to distribute the exhibits to two of the panel  
24 members in time for the hearing. Please note that the number of sets of exhibits to be received by the  
25 EMRB is in addition to any sets of exhibits that may be used by the attorneys of record. Each attorney  
26 shall also be responsible to have a set of exhibits at the designated location for its witnesses.

27 3. The parties will also need to submit an electronic version of the exhibits, along with a  
28 table of contents of the exhibits, no later than one week prior to the start of the hearing. Each electronic

1 exhibit shall be a .pdf file. Arrangements on the means of transmittal shall be made with the Board  
2 Secretary.

3 4. Unless otherwise excused by the Chair for good cause, all subpoena requests must be  
4 submitted to the EMRB no later than one week prior to the hearing.

### 6 **Details of Hearing**

7 1. The legal authority and jurisdiction for this hearing are based upon NRS 288.110, NRS  
8 288.280 and the Nevada Administrative Code, Chapter 288.

9 2. The time allotted for the hearing shall be ten (10) hours for the Complainant and ten (10)  
10 hours for the Respondents, including cross-examination.

11 3. The Complainant shall be responsible for retaining a certified court reporter to take  
12 verbatim notes of the proceedings. Pursuant to NAC 288.370, the cost of reporting shall be shared  
13 equally by the parties and the Board shall be furnished the original of the transcript so taken.  
14 Complainant shall work with the court reporter to ensure that the court reporter will also be able to  
15 attend online using the afore-mentioned software product.

16 4. The hearing will be bifurcated with the threshold issue as to APTA's status being heard  
17 first. The Board will then deliberate on this issue before proceeding with the rest of the case, if  
18 necessary.

### 20 **Statement of Issues Involved**

21 Based upon the prehearing statements filed in this matter, and pursuant to NRS 233B.121(2)(d),  
22 the issues to be addressed at the hearing are identified as follows:

#### 23 **Complainant's Statement of Issues of Fact**

24 1. Issues of Fact #1 - #54 are incorporated herein by reference.

#### 25 **Complainant's Statement of Issues of Law**

26 1. Whether the District's refusal to engage in the collective bargaining process with APTA  
27 constitutes a prohibited practice under NRS 288.150, NRS 288.180 and NRS 288.270.  
28

- 1 2. Whether on January 10, 2023, APTA noticed the District of its desire to conduct successor  
2 negotiations in accordance with NRS 288.180.
- 3 3. Whether since September 15, 2023, APTA has been at impasse with the District and has moved  
4 the impasse to interest arbitration in accordance with NRS 288.217.
- 5 4. Whether APTA’s declaration of impasse was and is in accordance with NRS 288.217.
- 6 5. Whether the District, in the 2021 ground rules signed by Mr. Spotts, then chief negotiator for the  
7 District and by Ron P. Dreher, then chief negotiator for APTA, confirmed that if impasse was  
8 implemented the resolution would be decided in interest arbitration (“last best offer”) as  
9 described in NRS 288.217.
- 10 6. Whether the District’s interference with, and coercion of, APTA members constitutes a  
11 prohibited practice under NRS 288.270.
- 12 7. Whether the District’s interference with the administration of APTA constitutes a prohibited  
13 practice under NRS 288.270.
- 14 8. Whether the District’s assistance with the formation of WPTA as a rival organization of APTA  
15 constitutes a prohibited practice under NRS 288.270.
- 16 9. Whether the District’s assistance with the formation of WPTA to involuntarily remove members  
17 from APTA constitutes a prohibited practice under NRS 288.270.
- 18 10. Whether the District’s unilateral withdrawal of recognition of APTA’s school psychologist  
19 members as the recognized bargaining unit, without the permission of APTA and without  
20 written permission from the Board is a prohibited practice and violates NAC 288.145 and NRS  
21 288.270.
- 22 11. Whether the District’s unilateral withdrawal of recognition of APTA as the recognized  
23 bargaining unit for school psychologists, without the permission of APTA, without the Board’s  
24 permission and outside of the prescribed time periods, is a prohibited practice and violates NAC  
25 288.146 and NRS 288.270.
- 26 12. Whether District employees Neil Rombardo, Kevin Pick, Beth Smith, Anthony Spotts, Adriana  
27 Publico, Tony McMillen, Naveed Frank, and Lisa McNeil conspired to remove APTA members  
28 without APTA’s permission; their conspiracy to form a rival employee organization in order to

1 remove APTA members, and their interference with the rights of the APTA members rights  
2 guaranteed under NRS Chapter 288 constitute prohibited practices under NRS 288.270(2).

3 13. Whether the District's unilateral refusal to provide requested information to APTA is a  
4 prohibited practice and violates NRS 288.180(2) and NRS 288.270.

5 14. Whether the District's refusal to provide requested information to APTA, that it deems  
6 necessary and relevant for negotiations and to enforce the CBA, constitutes prohibited practices  
7 under NRS 288.180 and NRS 288.270.

8 15. Whether the District's refusal and failure to deduct dues from the APTA members after January  
9 9, 2024, and upon information and belief (because all records surrounding the withdrawal of  
10 dues deductions are in the sole custody and possession of the District) instead transfer them to a  
11 rival employee organization, constitutes prohibited practice under NRS 288.270.

12 16. Whether after January 9, 2024, the District's actions by failing to continue its bargaining with  
13 APTA that had been going on since January 10, 2023, constitutes not bargaining in good faith  
14 with the designated exclusive representatives of APTA and is a prohibited practice under NRS  
15 288.270.

16 **Respondent's Statement of Issues of Fact**

17 1. Issues of Fact #1 - #10 are incorporated herein by reference.

18 **Respondents' Statement of Issues of Law**

19 1. Whether the EMRB had authority under NRS 288 or NAC 288 to grant the motion to expedite  
20 this hearing?

21 2. Whether the EMRB has jurisdiction over the intra-corporate dispute over whether the APTA  
22 officers or members of the executive board had authority to submit the notice of voluntary  
23 withdrawal to the District?

24 3. Whether all or part of this dispute falls within the jurisdiction of a district court pursuant to NRS  
25 82.216?

26 4. Whether the District was required to request a hearing or receive written permission of the Board  
27 to accept the voluntary withdrawal of APTA pursuant to NAC 288.145?  
28

- 1 5. Whether it would have been a violation of NRS 288.270(1)(a) or another provision of NRS  
2 Chapter 288 for the District to refuse to consider a notice of voluntary withdrawal from a  
3 recognized employee organization subsequent to receiving the written confirmation on January  
4 8, 2024?
- 5 6. Does APTA have authority to proceed with this Complaint on behalf of the professional-  
6 technical employees that are no longer members of APTA?
- 7 7. Have the professional-technical employees APTA purports to represent authorized APTA to file  
8 this complaint on their behalf?
- 9 8. Is WPTA a necessary party to this proceeding such that proceeding without their presence would  
10 violate the rights of the professional-technical employees now represented by WPTA?
- 11 9. Whether the Board has jurisdiction over APTA's open public meeting law allegations?
- 12 10. Whether the Board has jurisdiction over the interest arbitrator?
- 13 11. Whether the EMRB's decision in *Deborah Boland, M.D., a Local Government Employee and*  
14 *Member of the UMC Psychian's Bargaining Unit of Nevada Service Employees Union, Seiu*  
15 *Local 1107, AFL-CIO, Clc Et. Al., Complainants Nevada Service Employees Union, Item No.*  
16 *802, 2015 WL 1324423, at \*6-8 (March 23, 2015) means that the District did not violate NRS*  
17 *288 following the voluntary withdrawal?*
- 18 12. Was the District required to continue to negotiate with APTA in light of its reliance on APTA's  
19 written notice of voluntary withdrawal?
- 20 13. Was the District required to respond to requests for information from APTA despite the fact that  
21 they had submitted a notice of voluntary withdrawal and had not applied for recognition pursuant  
22 to NRS 288.160?
- 23 14. Whether APTA was permitted to proceed to an interest arbitration on behalf of the professional-  
24 technical employees despite the fact that those employees were represented by a different  
25 employee organization at the time of the interest arbitration?
- 26 15. Whether APTA's declaration of impasse survives a written notice of voluntary withdrawal?
- 27 16. Whether the District properly handled the grievances that had been filed before APTA submitted  
28 its notice of voluntary withdrawal?

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- 17. What basis an unrecognized employee organization has to submit grievances to an employer?
- 18. Whether the District properly handled the grievances that were filed after APTA submitted its notice of voluntary withdrawal?
- 19. Whether it was possible for APTA to “carve out” the professional-technical employees from its membership without the stipulation or approval of the District?

This Notice of Hearing will further serve as notice to all parties herein, that upon conclusion of the Hearing, or as otherwise necessary to deliberate toward a decision on the complaint, the Board may move to go into closed session pursuant to NRS 288.220(5).

DATED this 15<sup>th</sup> day of March 2024.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD


BY   
\_\_\_\_\_  
BRUCE K. SNYDER, Commissioner

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations  
3 Board, and that on the 15<sup>th</sup> day of March 2024, I served a copy of the foregoing **NOTICE OF**  
4 **HEARING** by mailing a copy thereof, postage prepaid to:

5 Anthony L. Hall, Esq.  
6 Jonathan A. McGuire, Esq.  
7 Simons Hall Johnston PC  
8 690 Sierra Rose Dr.,  
9 Reno, Nevada 89511

10 Ronald J. Dreher, Esq.  
11 P.O. Box 6494  
12 Reno, Nevada 89513

13   
14 \_\_\_\_\_  
15 ISABEL FRANCO  
16 Administrative Assistant II  
17  
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21  
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26  
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28



1 Ronald J. Dreher  
2 NV Bar No. 15726  
3 P.O. Box 6494  
4 Reno, NV 89513  
5 Telephone: (775) 846-9804  
6 dreherlaw@outlook.com  
7 *Attorney for Complainant*

FILED  
January 31, 2024  
State of Nevada  
E.M.R.B.  
9:51 a.m.

8 **BEFORE THE STATE OF NEVADA**

9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 ASSOCIATION OF PROFESSIONAL-  
11 TECHNICAL ADMINISTRATORS,

Case No.: 2024-001

Complainant,

Panel:

12 vs.

13 WASHOE COUNTY SCHOOL  
14 DISTRICT,

15 Respondent.

16 \_\_\_\_\_ /  
17 **FIRST AMENDED COMPLAINT**

18 **COMES NOW**, Complainant, ASSOCIATION OF PROFESSIONAL-TECHNICAL  
19 ADMINISTRATORS, (hereinafter “APTA”), by and through its undersigned counsel, and  
20 hereby charges Respondent WASHOE COUNTY SCHOOL DISTRICT (hereinafter  
21 “District”) with practices prohibited by NRS 288.150, NRS 288.180, NRS 288.270, NAC  
22 288.145, and NAC 288.146. This First Amended Complaint is filed in accordance with NRS  
23 288.270, NRS 288.280 and NAC 288.200. Accordingly, Complainant hereby complains and  
24 alleges as follows:  
25

26 ///

27 ///  
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1                   **I.       THE PARTIES**

2                   1. ASSOCIATION OF PROFESSIONAL-TECHNICAL ADMINISTRATORS is an  
3 employee organization as defined in NRS 288.040, and maintains offices in the City of Reno,  
4 with its mailing address as P.O. Box 60556, Reno, Nevada 89506. APTA is the recognized  
5 bargaining unit for the school psychologists and technical administrators at the District.  
6

7                   2. WASHOE COUNTY SCHOOL DISTRICT is a political subdivision of the State of  
8 Nevada which oversees and supervises Washoe County School psychologists and technical  
9 administrators and is the regulating authority with regard to policy. The District is a local  
10 government employer under NRS 288.060. and its mailing address is 425 East Ninth Street,  
11 PO Box 30425, Reno Nevada 89520.  
12

13                  3. NEIL ROMBARDO, BETH SMITH, KEVIN PICK, ANTHONY SPOTTS,  
14 ADRIANA PUBLICO, TONY MCMILLEN, NAVEED FRANK and LISA MCNEIL are  
15 local government employees, as defined in NRS 288.050, and are employed by the District.  
16

17                   **II.       LEGAL AUTHORITY**

18                  4. NRS 288.140 holds that it “is the right of every local government employee, subject  
19 to the limitations provided in subsections 3 and 4, to join any employee organization of the  
20 employee’s choice or to refrain from joining any employee organization. A local government  
21 employer shall not discriminate in any way among its employees on account of membership  
22 or nonmembership in an employee organization.”  
23

24                  5. NRS 288.150(1) states in part that “every local government employer shall  
25 negotiate in good faith through one or more representatives of its own choosing concerning the  
26 mandatory subjects of bargaining set forth in subsection 2 with the designated representatives  
27 of the recognized employee organization, if any, for each appropriate bargaining unit among  
28 its employees.”

1           6. NRS 288.180(1) mandates that “[w]henever an employee organization desires to  
2 negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it  
3 shall give written notice of that desire to the local government employer. If the subject of  
4 negotiation requires the budgeting of money by the local government employer, the employee  
5 organization shall give notice on or before February 1.” Subsection 2 of this NRS states that  
6 “[f]ollowing the notification provided for in subsection 1, the employee organization or the  
7 local government employer may request reasonable information concerning any subject matter  
8 included in the scope of mandatory bargaining which it deems necessary for and relevant to  
9 the negotiations.”

10  
11           7. NRS 288.270(1)(a) states that it is a prohibited practice for a local government  
12 employer to “[i]nterfere, restrain or coerce any employee in the exercise of any right  
13 guaranteed under this chapter.”

14  
15           8. NRS 288.270(1)(b) holds in part that it is a prohibited practice for a local  
16 government employer to “[d]ominate, interfere or assist in the formation or administration of  
17 any employee organization.”

18  
19           9. NRS 288.270(e) makes it a prohibited practice for a local government employer to  
20 “[r]efuse to bargain collectively in good faith with the exclusive representative as required in  
21 NRS 288.150.”

22           10. NRS 288.280 provides that “[a]ny controversy concerning prohibited practices  
23 may be submitted to the Board in the same manner and with the same effect as provided in  
24 NRS 288.110, except that an alleged failure to provide information as provided by NRS  
25 288.180 **must be heard and determined by the Board as soon as possible after the complaint**  
26 **is filed with the Board.** (Emphasis added.)  
27  
28

1 11. NAC 288.145(1)(a) it is permissible for a local government employer to withdraw  
2 recognition of an employee organization if the organization “[v]oluntarily withdraws in  
3 writing as the bargaining representative.” Furthermore, NAC 288.145(2) provides that the  
4 local government employer that wishes to withdraw recognition for any reason other than  
5 voluntary withdrawal by an employee organization, “must request a hearing before the Board  
6 and receive the written permission of the Board before withdrawing recognition of an  
7 employee organization.”  
8

9 12. NAC 288.146(1) specifies that,  
10

11 “During the term of an existing labor agreement which covers a period  
12 of not more than 3 years and during negotiations for a successor  
13 agreement through fact-finding or binding arbitration, or both,  
14 recognition of an employee organization may be withdrawn at the  
15 request of another employee organization if the Board has determined,  
16 pursuant to a hearing requested during a period specified in subsection  
17 2, that the recognized employee organization has ceased to be  
18 supported by a majority of the local government employees in the  
19 bargaining unit for which it is recognized.”

20 13. In subsection (2) of NAC 288.146, the allowable timeframes for an employer to  
21 remove recognition of employee organization under subsection 1 are clearly delineated and are  
22 limited to the following:  
23

24 “(a) Beginning upon the filing of notice by the recognized employee organization  
25 pursuant to NRS 288.180 of its desire to negotiate a successor agreement and ending upon the  
26 commencement of negotiations for such an agreement; or  
27

28 (b) Beginning 242 days before the expiration date of the existing labor agreement and  
ending 212 days before the expiration of the labor agreement.”

1 14. NRS 288.270(2)(a) states that it is a prohibited practice for a local government  
2 employee to “[i]nterfere with, restrain or coerce any employee in the exercise of any right  
3 guaranteed under this chapter.”

### 4 III. PROHIBITED PRACTICES

5 15. On December 13, 2023, the APTA Executive Board approved the sending out of a  
6 ballot measure to its members asking, “Are you in favor of the Pro-Techs leaving APTA and  
7 forming their own employee organization (association)?” The voting period was set to remain  
8 open from December 19, 2023, to January 3, 2024.

9 16. The vote authorized on December 13, 2023, was intended to be a poll to determine  
10 if the professional-technical, (“Pro-Tech”), employees in APTA were to be “carved out” of  
11 APTA. However, at no point prior to, on, or after December 13, 2023, did the APTA  
12 Executive Board vote to allow any of its members to leave APTA or for APTA to voluntarily  
13 withdraw recognition of any of APTA’s members. The APTA Executive Board was to revisit  
14 this possibility after the voting period ended.

15 17. On December 27, 2023, while the voting period was still open and prior to the  
16 counting of any ballots, then APTA vice-president Adriana Publico, sent an email to Beth  
17 Smith, District Board of Trustees, (“BOT”), president, District superintendent Kristen McNeil  
18 on which she copied then APTA Board Member and former APTA president Tony McMillen,  
19 then APTA treasurer Naveed Frank, then APTA Pro-Tech representative Lisa McNeil and  
20 District Chief General Counsel Neil Rombardo. In this email, Ms. Publico stated,

21 “President Smith and Interim Superintendent McNeill, We the  
22 undersigned, the Professional-Technical Representatives of the  
23 Association of Professional & Technical Administrators’ (APTA)  
24 Executive Board, voluntarily withdraw APTA as the exclusive  
25 bargaining representative for Washoe County School District’s  
26 (WCSD) Professional-Technical Employees per NAC 288.145. APTA  
27 is currently the exclusive bargaining representative for 228 WCSD  
28

1 employees, numbering 183 non-confidential Professional-Technical  
2 employees and 45 School Psychologists. The majority of affected  
3 employees have voted in favor of leaving APTA to form a separate  
4 employee organization to serve as the exclusive bargaining  
5 representative for the Professional-Technical employees.”

6 18. Ms. Publico, Mr. McMillen, Mr. Frank and Ms. McNeil are all local government  
7 employees as defined in NRS 288.050. The action they took to work directly with the  
8 District’s Chief General Counsel Mr. Rombardo was never authorized by the APTA Executive  
9 Board, nor was APTA’s legal counsel included in any of these discussions.

10 19. On January 6, 2024, the agenda for the January 9, 2024, BOT meeting was  
11 posted. Item 5.06 was to discuss and possibly take action “to recognize the voluntary  
12 withdrawal of the Association of Professional & Technical Administrators (APTA) as the  
13 bargaining representative for professional technical (Pro-Tech) employees and to recognize  
14 the Washoe Professional Technical Association (WPTA) as the exclusive bargaining  
15 representative for Pro-Tech employees in the Washoe County School District.”

16 20. At no point prior to, or since, the posting of this agenda item had any member of  
17 the BOT or District or Office of General Counsel contacted APTA or APTA’s legal counsel to  
18 determine if APTA had voluntarily withdrawn as the recognized bargaining agent for the Pro-  
19 Tech employees.

20 21. On January 6, 2024, after becoming aware of BOT agenda item 5.06, APTA  
21 President Dr. Shannon Colon sent a letter to Ms. Smith in which she explained that “the  
22 executive board of APTA has not voted or approved the voluntary withdrawal of APTA as the  
23 recognized bargaining unit representative of the professional-technical members of APTA or  
24 to have this agenda item put on the BOT agenda for January 9, 2024.”

25 22. Ms. Smith acknowledged the letter and advised that “the Board cannot take action  
26 to recognize APTA as the exclusive bargaining representative for the school psychologists  
27  
28

1 because it is not on the agenda.” Ms. Smith refused to discuss the fact that APTA had not  
2 voluntarily withdrawn its recognition of any of its members and provided no other response.

3 23. Dr. Colon’s letter was also placed as public comment on the January 9, 2024, BOT  
4 meeting agenda and provided to all members of the BOT before they voted on agenda item  
5 5.06.

6  
7 24. On January 6, 2024, APTA ex-officio voting board member Ron P. Dreher sent a  
8 letter to Ms. Smith in which he stated that APTA had not authorized the Pro-Tech employees  
9 to leave APTA and clarified that, “This agenda item and the information contained therein  
10 have not be authorized or approved to be presented to this Board by APTA’s executive board.”  
11 Ms. Smith did not respond to this letter.

12  
13 25. On January 7, 2024, Mr. Dreher sent a copy of this same letter to all members of  
14 the BOT. He did not receive any response.

15 26. Upon information and belief, (because all records surrounding the withdrawal of  
16 recognition of APTA and the formation of WPTA are in the sole custody and possession of the  
17 District), on or about January 8, 2024, District Labor Relations Manager Anthony Spotts  
18 contacted Ms. Publico, Mr. McMillen, Mr. Frank and Ms. McNeil and requested they provide  
19 an updated letter stating APTA had voluntarily withdrawn as the recognized members of  
20 APTA. These individuals, despite not having the approval of the APTA Executive Board did  
21 indeed provide this letter to Mr. Spotts and the District.  
22

23  
24 27. On January 9, 2024, the BOT voted to remove the recognition of APTA as the  
25 recognized bargaining unit for all employees in this unit and to recognize the WPTA as the  
26 recognized bargaining unit for Pro-Tech employees.  
27  
28

1           28. At no point prior to or since January 9, 2024, did the District request a hearing  
2 before this Board and/or receive written permission from this Board to remove recognition of  
3 APTA.

4           29. Prior to and since January 9, 2024, no vote has been taken, either with the consent  
5 of APTA and the District or by order of this Board, to determine if APTA is supported by a  
6 majority of its members.  
7

8           30. APTA advised that District on January 10, 2023, of its intent to negotiate a  
9 successor agreement, and the first negotiation session was held on May 31, 2023. The parties  
10 are still engaged in negotiations and are in fact scheduled to hold binding arbitration on  
11 February 20-21, 2024. The only available “window” for the District to have recognized a rival  
12 organization under NAC 288.146(2)(a) ended on May 31, 2023.  
13

14           31. The current collective bargaining agreement between the parties had an expiration  
15 date of June 30, 2023. Given the window provided for in NAC 288.146(2)(b), had there been a  
16 vote showing that APTA was not supported by a majority of its members, the District only had  
17 a 30-day period between October 31, 2022, and November 30, 2022, in which to remove  
18 recognition of APTA.  
19

20           32. On January 8, 2024, APTA in accordance with NRS 288.180, emailed a letter to  
21 superintendent McNeill advising of its intent to negotiate a successor agreement upon  
22 termination of the interest arbitration scheduled for February 20-21, 2024.  
23

24           33. On January 10, 2024, Mr. Spotts responded that the District no longer recognized  
25 APTA as a bargaining unit and the District refused to accept the letter or enter into  
26 negotiations.  
27

28           34. APTA’s counsel responded and clarified that APTA, at Mr. Rombardo and Ms.  
Smith’s insistence and concurrence were not on the BOT agenda on January 9, 2024, and that



1 APTA was still the recognized bargaining unit. Mr. Rombardo responded and stated, “The  
2 Board of Trustees properly voted to withdrawal APTA as the recognized bargaining unit per  
3 NAC 288.145.” This despite no voluntary withdrawal of recognition by APTA and APTA’s  
4 opposition to the BOT vote on January 9, 2024.

5 35. On January 11, 2024, Mr. Pick confirmed a mediation meeting with APTA  
6 counsel regarding an outstanding APTA grievance, clearly acknowledging APTA as the  
7 bargaining unit for the members it represents.

8 36. On January 16, 2024, Sara Montalvo, Deputy General Counsel, corresponded with  
9 APTA counsel regarding another outstanding APTA grievance mediation. Again,  
10 acknowledging APTA is the recognized bargaining unit for its members.

11 37. On January 22, 2024, the District did not deduct dues that are contractually  
12 required to be taken from the APTA members paychecks, interfering with and discriminating  
13 against the APTA members who have chosen to be members of an employee organization.

14 38. Upon information and belief (because all records surrounding the withdrawal of  
15 APTA’s recognition are in the sole custody and possession of the District), Mr. Rombardo,  
16 who drafted the BOT agenda item 5.06 and who was included on the emails with Ms. Publico,  
17 Mr. McMillen, Mr. Frank and Ms. McNeil, interfered with the administration of APTA by  
18 conspiring with, and assisting, a rival organization remove bargaining unit members from  
19 APTA without APTA’s consent.

20 39. Upon information and belief (because all records surrounding the withdrawal of  
21 recognition of APTA and the formation of WPTA are in the sole custody and possession of the  
22 District), Mr. Rombardo was assisted in the conspiracy, and actual interference with APTA,  
23 by General Counsel Kevin Pick, District outside counsel Anthony Hall and Labor Relations  
24 Manager Anthony Spotts. This was demonstrated when Mr. Pick was placed on the BOT  
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28

1 agenda with Ms. Publico supporting the formation of WPTA and the unauthorized withdrawal  
2 of APTA members from APTA. This was demonstrated on late December 2023 conference  
3 call with Mr. Hall when he admitted he was working with Ms. Publico on the “vote” she was  
4 administering and had been in communication with her on the results of the vote. This was  
5 further demonstrated by Mr. Spotts’ communication with Ms. Publico, Mr. McMillen, Mr.  
6 Frank and Ms. McNeil.  
7

8 40. Upon information and belief (because all records surrounding the formation of  
9 WPTA are in the sole custody and possession of the District), Mr. Rombardo, Mr. Pick, Mr.  
10 Spotts and Mr. Hall assisted in the formation of the WPTA by working with Ms. Publico, Mr.  
11 McMillen, Mr. Frank and Ms. McNeil to obtain placement on the BOT meeting agenda for  
12 January 9, 2024.  
13

14 41. By refusing to continue its statutorily required recognition of APTA as the  
15 recognized bargaining unit for its members, the District has interfered with, and restrained  
16 these members from receiving the contractually guaranteed rights they are entitled to.  
17

18 42. By conspiring with and recognizing a rival organization as the bargaining unit for  
19 some of APTA’s members, the District has interfered with the administration of APTA and  
20 has coerced its members to withdraw from APTA.  
21

22 43. Due to the actions taken by the District, and its representatives, Ms. Publico, Mr.  
23 McMillen, Mr. Frank and Ms. McNeil, the APTA Executive Board never revisited the idea of  
24 “carving out” the Pro-Tech employees and no vote has ever been held by the APTA Executive  
25 Board regarding this matter.  
26

27 44. On January 22, 2024, the District did not deduct dues from the APTA members,  
28 and, upon information and belief (because all records surrounding the withdrawal of dues  
29

1 deductions are in the sole custody and possession of the District), these dues were instead  
2 transferred to a rival employee organization.

3 45. On January 24, 2024, APTA requested information from the District under NRS  
4 288.180.

5 46. On January 25, 2024, the District responded and refused APTA's request stating  
6 "The District objects to this request as on January 9, 2024, the Washoe County School District  
7 (District) withdrew recognition of APTA as the bargaining representative for District  
8 employees. As such, the provisions of NRS 288.180 no longer apply and we are not obligated  
9 to provide this information."  
10

11 47. On January 26, 2024, APTA filed a grievance regarding the District's failure to  
12 remit these dues. On January 29, 2024, the District responded and refused to hear the  
13 grievance stating that they "are in receipt of your grievance #2024-01 dated January 26, 2024.  
14 This letter is to inform you that the District rejects this grievance as the District no longer  
15 considers APT A as a recognized bargaining unit (sic). Therefore (sic) the District will take no  
16 action on this matter."  
17

18 48. On January 31, 2024, despite an order from a mediator to participate in a  
19 settlement conference regarding multiple grievances, and despite Mr. Pick having agreed to  
20 participate in this meeting on February 1, 2024, the District unilaterally cancelled the meeting.  
21 This cancellation was based on the claim of voluntary withdrawal by APTA, which never  
22 occurred, and has denied the grievant her rights to participate in an employee organization  
23 under NRS Chapter 288 and interferes with the administration of APTA.  
24

25 Wherefore, Respondent Washoe County School District's refusal to engage in the  
26 collective bargaining process with APTA constitutes a prohibited practice under NRS  
27 288.150, NRS 288.180 and NRS 288.270.  
28

1 Respondent Washoe County School District's interference with, and coercion of,  
2 APTA members constitutes a prohibited practice under NRS 288.270.

3 Respondent Washoe County School District's interference with the administration of  
4 APTA constitutes a prohibited practice under NRS 288.270.

5 Respondent Washoe County School District's assistance with formation of WPTA as a  
6 rival organization of APTA constitutes a prohibited practice under NRS 288.270.

7 Respondent Washoe County School District's assistance with formation of WPTA to  
8 involuntarily remove members from APTA constitutes a prohibited practice under NRS  
9 288.270.  
10

11 Respondent Washoe County School District's unilateral withdrawal of recognition of  
12 APTA as the recognized bargaining unit, without the permission of APTA and without written  
13 permission from this Board is a prohibited practice and violates NAC 288.145.  
14

15 Respondent Washoe County School District's unilateral withdrawal of recognition of  
16 APTA as the recognized bargaining unit, without the permission of APTA and without a vote  
17 of the majority of the members of APTA showing they no longer support APTA, outside of  
18 the prescribed time periods for such withdrawal and without first petitioning this Board, is a  
19 prohibited practice and violates NAC 288.146.  
20

21 Respondent's employees Neil Rombardo, Kevin Pick, Beth Smith, Anthony Spotts,  
22 Adriana Publico, Tony McMillen, Naveed Frank and Lisa McNeil conspiracy to remove  
23 APTA members without APTA's permission, conspiracy to form a rival employee  
24 organization in order to remove APTA members, and their interference with the rights of the  
25 APTA members guaranteed under NRS Chapter 288 constitute prohibited practices under  
26 NRS 288.270(2).  
27  
28

1 Respondent Washoe County School District's unilateral refusal to provided  
2 information to the recognized bargaining unit is a prohibited practice and violates NRS  
3 288.180(2).

4 **THEREFORE**, Complainant prays for relief as follows:

5 a. A finding that the conduct of the District as referenced herein  
6 constitutes prohibited practices under Chapter 288 of the Nevada Revised  
7 Statutes;

8 b. A finding that the District refused to bargain in good faith;

9 c. A finding that the District dominated and/or interfered with the  
10 administration of APTA;

11 d. A finding that the District assisted in the formation of a rival  
12 organization to interfere with the administration of APTA.

13 e. A finding that the District unilaterally withdrew recognition of APTA  
14 without APTA's permission and without the permission of this Board;

15 f. A finding that the District unilaterally withdrew recognition of APTA  
16 without first holding a vote to determine if a majority of members support  
17 APTA;

18 g. A finding that the District unilaterally withdrew recognition of APTA  
19 outside of the prescribed and permitted time periods and without first  
20 petitioning this Board;

21 h. A finding that the District's unilateral withdrawal of recognition of  
22 APTA has interfered with APTA members' rights guaranteed under NRS  
23 Chapter 288;

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i. A finding that Neil Rombardo, Beth Smith, Kevin Pick, Anthony Spotts, Anthony Hall, Adriana Publico, Tony McMillen, Naveed Frank, and Lisa McNeil conspired to form a rival organization and to remove APTA members from APTA without APTA’s permission and interfered with APTA employees’ rights guaranteed under NRS Chapter 288.

j. A finding that Neil Rombardo, Beth Smith, Kevin Pick, Anthony Spotts, Adriana Publico, Tony McMillen, Naveed Frank, and Lisa McNeil, as local government employees, interfered with the rights of APTA’s members guaranteed under NRS Chapter 288;

k. A finding that the District’s failure to remit dues to APTA and then remitting dues to a rival organization constitutes an interference with the administration of APTA and an interference with APTA members’ rights guaranteed under NRS Chapter 288;

l. A finding that the District’s unilateral refusal to provide required information requested by APTA is a prohibited practice under NRS 288.180;

m. An order that the District bargain in good faith with APTA as required by NRS 288.150, NRS 288.180, and NRS 288.270;

n. An order requiring the District to promptly begin negotiations with APTA in accordance with NRS 288.180 at the termination of the outstanding impasse arbitration;

o. An order requiring the District to cease in violating NRS Chapter 288;

p. An order requiring the District to comply with all applicable NRS Chapters;

- 1 q. An order requiring the District to comply with all applicable NAC 288  
2 codes;
- 3 r. An order reaffirming the recognition of APTA as the exclusive  
4 bargaining unit of school psychologists;
- 5 s. An order requiring the District to immediately reinstate the recognition  
6 of APTA as the recognized bargaining unit of school psychologists;
- 7  
8 t. An order requiring Neil Rombardo, Beth Smith, Kevin Pick, Anthony  
9 Spotts, Anthony Hall, Adriana Publico, Tony McMillen, Naveed Frank, and  
10 Lisa McNeil to cease and desist in their interference the APTA employees'  
11 rights guaranteed under NRS Chapter 288;
- 12  
13 u. An order, pursuant to NAC 288.373, sanctioning Neil Rombardo, Beth  
14 Smith, Kevin Pick, Anthony Spotts and Anthony Hall for their egregious  
15 violations of NRS Chapter 288;
- 16  
17 v. An order, pursuant to NAC 288.273, sanctioning Adriana Publico, Tony  
18 McMillen, Naveed Frank, and Lisa McNeil for their egregious violations of  
19 NRS Chapter 288.
- 20  
21 w. An order requiring the District to cease interfering with the  
22 administration of APTA and to immediately remit the dues deducted from  
23 APTA members to APTA and cease distributing this funds to a rival  
24 organization;
- 25  
26 x. An order, pursuant to NRS 288.180, requiring the District to  
27 immediately provide the requested information;
- 28  
y. An order, pursuant to NRS 288.280, immediately scheduling a hearing  
on these matters;

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- z. An order requiring the District to pay the Association’s reasonable attorney and representatives’ fees and expenses in bringing this action; and
- aa. Any and all other relief that the Government Employee-Management Relations Board deems appropriate.

DATED this 31st day of January, 2024.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

Neil A Rombardo, Esq.  
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by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 31st day of January, 2024.

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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

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Commissioner, EMRB  
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Las Vegas, NV 89102  
bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 31st day of January, 2024.

/s/ Ronald J. Dreher  
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FILED  
March 14, 2024  
State of Nevada  
E.M.R.B.  
3:33 p.m.

6 *Attorneys for Complainant/Respondent*  
7 *Washoe County School District*

8 **BEFORE THE STATE OF NEVADA**  
9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 ASSOCIATION OF PROFESSIONAL-  
11 TECHNICAL ADMINISTRATORS,  
12 Complainant,  
13 vs.  
14 WASHOE COUNTY SCHOOL DISTRICT,  
15 Respondent.  
16  
17

Case No.: 2024-001  
Panel:

18 **WASHOE COUNTY SCHOOL DISTRICT’S PRE-HEARING STATEMENT**

19 COMES NOW, Complainant/Respondent, Washoe County School District (“WCSD”), by  
20 and through its undersigned counsel of record, and hereby files its Pre-Hearing Statement:  
21

22 **I. FACTUAL AND PROCEDURAL HISTORY**

23 **A. Facts to be Determined by the Board Regarding Voluntary Withdrawal**

- 24 1. Whether on December 27, 2023, four (4) officers and executive board members of  
25 APTA submitted a written voluntary withdrawal to WCSD pursuant to NAC 288.145?  
26 2. Whether those four (4) officers and executive board members of APTA were Adriana  
27 Publico, Tony McMillen, Lisa McNeill, and Naveed Frank?  
28 3. Whether on January 8, 2024, WCSD sought confirmation from those four (4) officers

1 and executive board members of APTA that they requested voluntary withdrawal of APTA as the  
2 bargaining representative pursuant to NAC 288.145?

3 4. Whether on January 8, 2024, APTA confirmed to WCSD they were requesting  
4 voluntary withdrawal of APTA as the bargaining representative pursuant to NAC 288.145?

5 5. Whether on January 9, 2024, the Washoe County School District Board of Trustees  
6 determined it would approve the notice of voluntary withdrawal of APTA?

7 6. Whether on January 9, 2024, the Washoe County School District Board of Trustees  
8 subsequently recognized the Washoe Professional Technical Association (“WPTA”) as the  
9 exclusive bargaining representative for the professional-technical employees that were previously  
10 were members of APTA consistent with NRS 288.160?

11 7. Whether at any time subsequent to January 9, 2024, the school psychologists on  
12 behalf of APTA or any other employee organization have applied for recognition pursuant to NRS  
13 288.160?

14 **B. Facts to be Determined by the Board Regarding APTA’s Complaint**

15 8. Whether APTA lost approximately 80% of its membership to WPTA?

16 9. Whether APTA continued to attempt to communicate with the District on behalf of  
17 the professional-technical employees, despite the fact that those employees no longer authorized  
18 APTA to communicate or represent them?

19 10. Whether the District represented to APTA on multiple occasions that it had approved  
20 the voluntary withdrawal of APTA?

21 **II. ISSUES OF LAW TO BE DETERMINED BY THE BOARD**

22 **A. Issues of Law Surrounding APTA’s Voluntary Withdrawal**

23 11. Whether the EMRB had authority under NRS 288 or NAC 288 to grant the motion  
24 to expedite this hearing?

25 12. Whether the EMRB has jurisdiction over the intra-corporate dispute over whether the  
26 APTA officers or members of the executive board had authority to submit the notice of voluntary  
27 withdrawal to the District?

28 13. Whether all or part of this dispute falls within the jurisdiction of a district court

1 pursuant to NRS 82.216?

2 14. Whether the District was required to request a hearing or receive written permission  
3 of the Board to accept the voluntary withdrawal of APTA pursuant to NAC 288.145?

4 15. Whether it would have been a violation of NRS 288.270(1)(a) or another provision  
5 of NRS Chapter 288 for the District to refuse to consider a notice of voluntary withdrawal from a  
6 recognized employee organization subsequent to receiving the written confirmation on January 8,  
7 2024?

8 16. Does APTA have authority to proceed with this Complaint on behalf of the  
9 professional-technical employees that are no longer members of APTA?

10 17. Have the professional-technical employees APTA purports to represent authorized  
11 APTA to file this complaint on their behalf?

12 18. Is WPTA a necessary party to this proceeding such that proceeding without their  
13 presence would violate the rights of the professional-technical employees now represented by  
14 WPTA?

15 **C. Issues of Law Regarding APTA's Complaint**

16 19. Whether the Board has jurisdiction over APTA's open public meeting law  
17 allegations?

18 20. Whether the Board has jurisdiction over the interest arbitrator?

19 21. Whether the EMRB's decision in *Deborah Boland, M. D., A Local Government*  
20 *Employee and Member of the Umc Physicians' Bargaining Unit of Nevada Service Employees*  
21 *Union, Seiu Local 1107, AFL-CIO, Clc Et. Al., Complainants Nevada Service Employees Union,*  
22 *Item No. 802, 2015 WL 1324423, at \*6-8 (March 23, 2015) means that the District did not violate*  
23 *NRS 288 following the voluntary withdrawal?*

24 22. Was the District required to continue to negotiate with APTA in light of its reliance  
25 on APTA's written notice of voluntary withdrawal?

26 23. Was the District required to respond to requests for information from APTA despite  
27 the fact that they had submitted a notice of voluntary withdrawal and had not applied for recognition  
28 pursuant to NRS 288.160?

1           24.     Whether APTA was permitted to proceed to an interest arbitration on behalf of the  
2 professional-technical employees despite the fact that those employees were represented by a  
3 different employee organization at the time of the interest arbitration?

4           25.     Whether APTA’s declaration of impasse survives a written notice of voluntary  
5 withdrawal?

6           26.     Whether the District properly handled the grievances that had been filed before  
7 APTA submitted its notice of voluntary withdrawal?

8           27.     What basis an unrecognized employee organization has to submit grievances to an  
9 employer?

10          28.     Whether the District properly handled the grievances that were filed after APTA  
11 submitted its notice of voluntary withdrawal?

12          29.     Whether it was possible for APTA to “carve out” the professional-technical  
13 employees from its membership without the stipulation or approval of the District?

14 **III.   MEMORANDUM   OF   POINTS   AND   AUTHORITIES   REGARDING**  
15 **WITHDRAWAL**

16 **A.     The EMRB Lacks Statutory Authority to Proceed**

17           No party disputes that the “EMRB has exclusive original jurisdiction over any unfair labor  
18 practice arising under the EMRA. . . .” *City of Mesquite v. Eighth Jud. Dist. Ct. in & for Cnty. of*  
19 *Clark*, 135 Nev. 240, 244, 445 P.3d 1244, 1248 (2019)(citations omitted)(emphasis added).  
20 However, looking beyond the labels that APTA uses, instead of alleging unfair labor practices it  
21 instead alleges that four (4) officers and executive board members of APTA submitted a notice of  
22 voluntary withdrawal without authority. For several reasons, the EMRB lacks jurisdiction over this  
23 particular dispute.

24           “The scope of an agency's authority is limited to the matters the legislative body has  
25 expressly or implicitly delegated to the agency.” *City of Reno v. Civ. Serv. Comm'n of City of Reno*,  
26 117 Nev. 855, 858, 34 P.3d 120, 122 (2001), *opinion modified on denial of reh'g*, 42 P.3d 813 (Nev.  
27 2002). NAC 288.145 makes clear “a local government employer may withdraw recognition of an  
28 employee organization if the employee organization: (a) Voluntarily withdraws in writing as the

1 bargaining representative. . . .” NAC 288.145(2) goes on to clarify that “a local government  
2 employer must request a hearing before the Board and receive the written permission of the Board  
3 before withdrawing recognition of an employee organization **for any reason other than voluntary**  
4 **withdrawal.**” NAC 288.145(2) (emphasis added). Thus, the EMRB’s own administrative  
5 regulations make clear that the EMRB itself disclaims authority over notices of voluntary  
6 withdrawal. It would be arbitrary and capricious for the EMRB to adopt an administrative  
7 regulation making clear that employers do not have to request written permission or a hearing for  
8 situations involving voluntary withdrawal, only to then turn around and require the District to do  
9 just that in this particular case.

10 Furthermore, it is indisputable that the Legislature has expressly provided that the district  
11 courts, not the EMRB or any other administrative agency, has the jurisdiction to resolve questions  
12 of the authority of officers or executive board members of a non-profit corporation. *See* NRS  
13 82.216. NRS 82.216 is titled “[a]uthority of directors and representatives of corporation.” NRS  
14 82.216(1) contains the exclusive remedy and authorizes a private right of action to be brought “by  
15 a director or a member entitled to vote for the election of directors . . . against the officers or  
16 directors of the corporation for violation of their authority.” Thus, there is a clear statutory basis  
17 for the exclusive remedy APTA has for a claim that its officers and/or directors violated their  
18 authority, and such a claim falls outside the EMRB’s jurisdiction.

19 There is no reasonable argument that the voluntary withdrawal did not occur, the Board  
20 already has documentary evidence before it that the voluntary withdrawal occurred. For the Board  
21 to proceed to a hearing to resolve a dispute over the validity of that voluntary withdrawal would  
22 require the Board to ignore the limitation on its own authority contained within NAC 288.145(2).  
23 Additionally, it would require the Board to rely upon some unidentifiable *implied* power to  
24 overcome the *express* delegation of the authority to the district courts to resolve these disputes  
25 contained within NRS 82.216. Put simply, if the EMRB proceeds, it is inviting a petition for judicial  
26 review invalidating any action it takes on this matter involving the voluntary withdrawal.  
27  
28

1           **B.       APTA’s Complaint is an Intra-Corporate Dispute**

2           If the written voluntary withdrawal notices that were submitted on December 27, 2023, and  
3           January 8, 2024 were valid acts, what basis does the EMRB have to retain jurisdiction over APTA’s  
4           Complaint? The answer is, there is no basis to proceed because APTA’s first amended complaint  
5           was filed on behalf of an employee organization that voluntarily withdrew its own recognition.  
6           Furthermore, to even determine whether the written voluntary withdrawal was valid, the EMRB  
7           would have to conduct an analysis that is indisputably governed by Nevada’s Chapter 82 governing  
8           the acts of officers and directors of non-profit corporations.

9           APTA’s fight is not actually with the District, but rather with the four (4) former officers  
10          and executive board members that submitted the voluntary withdrawal. APTA does its best to  
11          reframe its allegations as in some way implicating the District, but once scrutinized it becomes clear  
12          that APTA is trying to force the District to defend the authority of these four (4) former officers  
13          and executive board members. This is clearly an intra-corporate dispute between APTA and its  
14          own former officers and executive board members that should be litigated pursuant to NRS 82.216.

15           **C.       APTA Lacks Standing to Proceed with Its Complaint**

16          APTA cannot represent the class of employees it asserts that it represents in the First  
17          Amended Complaint. APTA’s factual allegation that “APTA is the recognized bargaining unit for  
18          the school psychologists and technical administrators at the District” is absurd. First Am. Compl.  
19          at 2:4–5. APTA claims to continue to represent the interests of the professional-technical  
20          employees, despite the fact that those employees have formed a new employee organization,  
21          WPTA, ratified a new collective bargaining agreement with WCSD, and have no continuing  
22          involvement with APTA. The only possible answer is that APTA is bringing this complaint on  
23          behalf of the school psychologist employees who were formerly members of APTA. However, this  
24          group of employees has not sought recognition of a new employee organization, they have not even  
25          communicated their interest in continuing to be a bargaining unit separate and apart from the  
26          professional-technical employees. Accordingly, at this stage, it is unclear exactly which employees  
27



1 APTA claims to represent and whether those individuals have authorized this complaint to proceed,  
2 or authorized Mr. Dreher to serve in a representative capacity on their behalf.

3 APTA has a significant standing<sup>1</sup> problem in this case. If the voluntary withdrawal was  
4 valid, then APTA is attempting to proceed with a complaint on behalf of an unrecognized employee  
5 organization without complying with the requirements of NRS 288.160. It also means APTA is  
6 fraudulently holding itself out to represent the interests of the professional-technical employees that  
7 are now represented by WPTA. APTA cannot proceed where the class of employees it claims to  
8 represent has not authorized this complaint nor do they believe in its merits. In contrast, if a court  
9 of competent jurisdiction determines that the voluntary withdrawal is not valid, then APTA has  
10 breached its duty of fair representation and committed a host of unfair labor practices by freezing  
11 out their members, officers, and directors from the activities of the organization. There is no way  
12 for the EMRB to resolve the question of the validity of the voluntary withdrawal and as a result,  
13 the EMRB cannot resolve this fundamental standing question.

14 The EMRB also needs to consider whether this case can even proceed without WPTA being  
15 present. It is clear that if the EMRB proceeds with this Complaint, the EMRB's decision could  
16 adversely affect the rights of employees who have now agreed to and are benefitting from the terms  
17 of a new CBA with the District. The consideration of the rights of the employees now represented  
18 by WPTA only further reinforces the District's position that this is an intra-corporate dispute that  
19 the District has no part in. This first amended complaint is an attempt to force the District into the  
20 middle of a dispute between APTA and WPTA and the EMRB should not approve of this improper  
21 tactic by proceeding with this Complaint without the presence of a necessary party.

22 ///

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25 \_\_\_\_\_  
26 <sup>1</sup> There are two (2) ways APTA could get standing, but APTA has refused to do either of them.  
27 First, APTA could bring an action in district court to have the action by a majority of the executive  
28 board members and officers invalid pursuant to NRS 82.216. Second, APTA could apply to be the  
recognized bargaining unit for just the school psychologists pursuant to NRS 288.160. However, as  
of the date of this filing APTA has failed to do either of these things and thus still lacks standing.

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**D. Ruling in APTA’s Favor Places Employers in an Impossible Position**

If the EMRB proceeds with this complaint it is placing employers in an impossible position. There is nothing contained within NRS 288 or NAC 288 that would permit an employer to perform its own investigation regarding the propriety of nor require additional proof in order to be willing to process a submittal of a written voluntary withdrawal. Instead, NAC 288.145 clearly bestows upon the employee organization the right to voluntarily withdraw in writing.

If the District had refused to process the written voluntary withdrawal notice because a minority of the employees disputed whether the majority had authority to submit the written voluntary withdrawal, the District would have opened itself up to liability from the APTA employees that were trying to submit the notice of voluntary withdrawal that the District’s act was willfully interfering, restraining, or coercing those employees in the exercise of their rights in violation of NRS 288.270(1)(a). Refusing to process an act that the employees engaged in as a matter of right is likely to be an unfair labor practice that frustrated the self-determination of the employees to organize in a manner they see fit.

**E. Even if the EMRB Exceeds its Authority, APTA Voluntarily Withdrew**

The EMRB should not reach the issue of whether the notice of voluntary withdrawal was a valid corporate act because it falls outside its exclusive jurisdiction. However, even in the event the EMRB wants to exceed its jurisdiction and reach this issue, the written voluntary withdrawal was lawful and APTA’s arguments to the contrary are not persuasive. The four (4) members of APTA’s executive board had the authority to submit the notice of voluntary withdrawal. To be unmistakably clear, this is not a dispute between WCSD and APTA, it is an intra-corporate dispute between the Executive Board members of APTA. The following are a series of issues that APTA’s position will run into.

1 APTA's assertion that APTA's executive board is made up of eight (8) members,<sup>2</sup> is a  
2 misrepresentation. APTA's Bylaws regarding the Executive Board expressly provide that "[t]he  
3 Executive Board shall consist of the five elected officers, and one elected Representative from each:  
4 the Pro-Techs and the School Psychologists." *See* Opp. to Mot. to Dismiss First Am. Compl. at Ex.  
5 1 at Article IV, Section 1. Reading that description in its totality unambiguously indicates APTA's  
6 executive board contains five (5) elected officers, (1) Pro-Tech representative, and (1) School  
7 Psychologist representative, totaling seven (7) board members. *Id.* The section then goes on to  
8 describe Ron P. Dreher (APTA's counsel's father) as a "board member ex-officio" but expressly  
9 states that he "**is not a regular sitting member of the board.**" *Id.* at Section 1a (emphasis added).

10 In addition, he has no authority to act or vote unless and until Ron P. Dreher's involvement  
11 was "deemed relevant by the board." *Id.* At no time did the APTA board determine that Ron P.  
12 Dreher's involvement was relevant to this determination. Indeed, the complaint never alleges a  
13 vote to give him authority because it deemed it relevant by the board. As such he had no basis to  
14 be included in the calculation of a majority. Accordingly, the express language of the Bylaws and  
15 the past practice of APTA demonstrate that the APTA Executive Board only has seven (7) members,  
16 and a majority of those members submitted a notice of voluntary withdrawal.

17 Next, APTA violated its own bylaws by placing him in that position. Article V of APTA's  
18 Bylaws that governs elections establishes that "[o]nly active members shall be entitled to vote and  
19 hold elective office in the Association." *See id.* at Ex. 1 at Article V, Section 1, Sub-Section C.  
20 Article II, Section 2 specifies that "[a]ctive membership is open to all Pro-Techs and School  
21 Psychologists *employed by the Washoe County School Board of Trustees*, except for those Pro-  
22 Techs and School Psychologists who are excluded. . . ." by Nevada law. *Id.* at Article II, Section 2  
23 (emphasis added). It is undisputed that Ron P. Dreher is not an employee of WCSD at all, much  
24

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25 \_\_\_\_\_  
26 <sup>2</sup> This is certainly an intra-corporate dispute. However, please take note how careful APTA is to  
27 allege that such a vote never occurred. It is WCSD's understanding that all the members of the  
28 executive team understood withdrawal would be the result if the vote came back in favor of  
departing. Resolving this intra-corporate dispute will require live witness testimony by a court to  
resolve.

1 less a Pro-Tech or School Psychologist. There is no provision in the Bylaws that would permit the  
2 officers or the Executive Board members to appoint a non-employee as a voting member of the  
3 Board. Accordingly, there is a dispute of whether it is even possible under APTA's Bylaws for  
4 Ron P. Dreher to be considered a member of the Executive Board at all. This dispute is clearly  
5 outside of the jurisdiction of the EMRB.

6 Additionally, it is unclear whether the proper deliberative body to make this decision was  
7 actually the Executive Board (which is the theory presented by Mr. Dreher), or whether it should  
8 have been the Officers pursuant to Article III. The authority to make a determination regarding  
9 notices that are to be sent, or a notice of voluntary withdrawal is not explicitly discussed in the  
10 Bylaws. The Executive Board is, by the language of the Bylaws, structured as a Board of Limited  
11 Authority. It appears that the only possible authority it could argue would authorize it (as opposed  
12 to the officers) to be the power to decide to voluntarily withdraw is the clause which allows the  
13 Board to decide "policy." *Id.* at Article IV, Section 2. Instead, a much more likely interpretation  
14 would be that such a decision remains with the Officers pursuant to Article III since withdrawal is  
15 not reasonably interpreted as being a "policy". *See id.* at Article III. If this is the case, since Ron P.  
16 Dreher does not serve as an officer, and thus his vote would be irrelevant. Again, WCSD is not a  
17 party to this intra-corporate dispute, but it is merely alerting the Board to the plethora of state law-  
18 based issues surrounding the interpretation of provisions in a corporate governance document that  
19 falls outside the EMRB's jurisdiction.

20 To be transparent with the EMRB, regardless of Ron P. Dreher's alleged involvement with  
21 the Executive Board, his participation in discussions surrounding a notice of voluntary withdrawal  
22 would have, in and of itself, been entirely inappropriate. Ron P. Dreher is a self-interested party as  
23 he has put himself out as a member of the negotiating team for APTA. This, despite the fact that  
24 he is not an employee of WCSD and has no commonality of interest with WCSD's employees that  
25 also served as members of the APTA Executive Board. It is entirely inappropriate for Ron P. Dreher  
26 to attempt to insert himself to block an act of self-determination by the APTA Executive Board,  
27 when he is self-interested in that transaction. In fact, it is WCSD's understanding that until the  
28 issue of the voluntary withdrawal arose, Ron P. Dreher had not voted on any business coming before

1 APTA’s Executive Board. For Ron P. Dreher to claim he has retained this authority to vote this  
2 entire time but waits until his son is going to lose a client to exert that authority is unethical and  
3 improper in the truest sense. Furthermore, the fact that WPTA chose to obtain new counsel only  
4 further serves to demonstrate that APTA’s counsel and Ron P. Dreher may have contributed to the  
5 frustrations of the professional-technical employees. Put simply, the factual context of this dispute  
6 and the multiple layers of inappropriate acts by Ron P. Dreher make clear that this is not the case  
7 the EMRB should choose to exceed its jurisdiction to weigh in on such a complex dispute involving  
8 a multitude of legal issues arising out of corporate law and fiduciary duties.

9 Importantly, WCSD is not a party to this intra-corporate dispute, and it is improper for  
10 APTA to attempt to utilize the EMRB to force WCSD to defend an action APTA has brought in the  
11 wrong forum.

#### 12 **IV. MEMORANDUM OF POINTS AND AUTHORITIES REGARDING APTA’S** 13 **COMPLAINT**

14 In the event the EMRB completes the first stage of the bifurcated hearing, and it determines  
15 that proceeding to the merits of APTA’s Complaint is necessary, the EMRB should still find that  
16 WCSD has not committed any violations of NRS Chapter 288. Indeed, subsequent to the District’s  
17 receipt of the voluntary withdrawal notice and the subsequent approval of the voluntary withdrawal,  
18 the each action of the District has been completely and wholly justified.

19 The EMRB has issued a decision that is directly on point with this issue. *See Deborah*  
20 *Boland, M. D., A Local Government Employee and Member of the Umc Physicians' Bargaining*  
21 *Unit of Nevada Service Employees Union, Seiu Local 1107, AFL-CIO, Clc Et. Al., Complainants*  
22 *Nevada Service Employees Union*. Item No. 802, 2015 WL 1324423, at \*6–8 (March 23, 2015).  
23 In *Boland* the EMRB reasoned that “[u]pon UMC's acceptance of Local 1107's withdrawal, Local  
24 1107 ceased to be the recognized bargaining agent. Thereafter UMC **was not obligated or**  
25 **permitted under the Act to continue negotiations** with Local 1107.” *Id.* (emphasis added).  
26 WCSD accepted APTA’s notice of voluntary withdrawal on January 9, 2024. At that time, APTA  
27 ceased to be the recognized bargaining agent and WCSD is not obligated, nor even *permitted* to  
28 continue negotiations with APTA.

1           There is not a single allegation from APTA pertaining to the period after the notice of  
2 voluntary withdrawal was approved that is not consistent with the EMRB’s decision in *Boland*.  
3 WCSD went to district court and obtained a preliminary injunction prohibiting APTA from forcing  
4 WCSD to an interest arbitration. WCSD has not “continue[d] negotiations” with APTA. *See id.*  
5 The District could not continue to deduct dues from the paychecks of its employees on behalf of an  
6 employee organization that was no longer recognized by the District.

7           The request for information claim is baseless and was likely submitted as a farce to give  
8 APTA a basis to file its motion to expedite. As it pertains to requests for information, NRS  
9 288.180(2) provides that “the employee organization . . . may request reasonable information  
10 concerning any subject matter included in the scope of mandatory bargaining which it deems  
11 **necessary for and relevant to the negotiations.**” *See* NRS 288.180(2) (emphasis added). In this  
12 case, there are no negotiations because APTA is no longer a recognized employee organization with  
13 the WCSD. In contravention of the above statute, APTA has sent WCSD an RFI, when it knows  
14 there are no negotiations for which the RFI could be relevant to. Accordingly, any suggestion by  
15 APTA that its RFI is somehow proper is inconsistent with reality and an improper use of NRS  
16 288.180. Indeed, unrecognized third parties who do not represent any role in representing the  
17 interests of WCSD employees cannot send WCSD RFI’s and compel WCSD to answer.

18           WCSD’s handling of the grievances is in good faith and consistent with *Boland* and the  
19 spirit of NRS Chapter 288. Where the grievances were filed prior to the voluntary withdrawal,  
20 WCSD has continued to process and defend those grievances. Where the grievances were filed  
21 after the voluntary withdrawal, WCSD has refused to process or participate in those grievances  
22 because they were filed by an unrecognized employee organization.

23           **A.     APTA’s Allegations Regarding a Carve Out are Misplaced**

24           In several places in its Complaint, APTA raises the issue of a “carve out.” As the District  
25 understands it, APTA alleges it wants the professional-technical employees to be carved out of the  
26 existing employee organization and for the school psychologist employees will be permitted to  
27 maintain APTA as it previously existed. *See* First Am. Compl. at 5:11–12. It is worth noting that  
28

1 there is no statutory authority pursuant to NRS 288 pursuant to which a carve out would be  
2 permitted under these circumstances. In fact, the District has been unable to locate a single instance  
3 in the EMRB's precedents where a carve out was permitted in the absence of a stipulation from the  
4 employer. Accordingly, the entire explanation APTA gives for the discord amongst its members  
5 and the alternative path they were trying to go down is irrelevant because it was not authorized by  
6 law, nor is there any precedent indicating it could have been done.

7 **V. RELATED PROCEEDINGS**

8 As the EMRB is aware, the parties have a district court case designated as Case No. CV24-  
9 00282. The Parties may contact the Court after the April EMRB hearing to reschedule the  
10 preliminary injunction hearing in the event the EMRB permits APTA to proceed to interest  
11 arbitration. There are no other related proceedings at this time.

12 **VI. WITNESSES**

13 WCSD anticipates calling the below witnesses during the presentation of its case. A summary  
14 of each witnesses' qualifications and expected testimony are listed below.

15 Anthony Spotts

16 Mr. Spotts is expected to testify regarding the allegations in the complaint, the basis for the  
17 District's defenses, and any communications he had with the four (4) officers and executive board  
18 members of APTA referenced above.

19 Kevin Pick, Esq.

20 Mr. Pick is expected to testify regarding the allegations in the complaint, the basis for the  
21 District's defenses, and any communications he had with the four (4) officers and executive board  
22 members of APTA referenced above.

23 Neal Rombardo

24 Mr. Rombardo is expected to testify regarding the allegations in the complaint, the basis for  
25 the District's defenses, and any communications he had with the four (4) officers and executive  
26 board members of APTA referenced above.

27 Tony McMillan

28



1 Mr. McMillan is expected to testify regarding the allegations in the complaint, his  
2 involvement in the discussions and actions of the four (4) officers and executive board members of  
3 APTA, APTA's submission and the subsequent approval of the voluntary withdrawal, and details  
4 surrounding the creation and formation of WPTA.

5 Adriana Publico

6 Ms. Publico is expected to testify regarding the allegations in the complaint, her involvement  
7 in the discussions and actions of the four (4) officers and executive board members of APTA,  
8 APTA's submission and the subsequent approval of the voluntary withdrawal, and details  
9 surrounding the creation and formation of WPTA.

10 Lisa McNeill

11 Ms. McNeill is expected to testify regarding the allegations in the complaint, her involvement  
12 in the discussions and actions of the four (4) officers and executive board members of APTA,  
13 APTA's submission and the subsequent approval of the voluntary withdrawal, and details  
14 surrounding the creation and formation of WPTA.

15 Naveed Frank

16 The witness is expected to testify regarding the allegations in the complaint, their  
17 involvement in the discussions and actions of the four (4) officers and executive board members of  
18 APTA, APTA's submission and the subsequent approval of the voluntary withdrawal, and details  
19 surrounding the creation and formation of WPTA.

20 **VII. ESTIMATED TIME NEEDED FOR PRESENTATION OF CASE**

21 WCSD believes it will require seven (7) hours for the presentation of its case, including the  
22 cross-examination of APTA's witnesses.

23 DATED: March 14, 2024

24 BY: /s/ Anthony L. Hall, Esq.  
25 ANTHONY L. HALL, ESQ.  
26 Nevada Bar No. 5977  
[AHall@SHJNevada.com](mailto:AHall@SHJNevada.com)  
27 JONATHAN A. MCGUIRE, ESQ.  
28 Nevada Bar No. 15280  
[JmcGuire@SHJNevada.com](mailto:JmcGuire@SHJNevada.com)  
SIMONS HALL JOHNSTON PC



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690 Sierra Rose Dr.  
Reno, Nevada 89511  
Telephone: (775) 785-0088  
*Attorneys for Respondent*

**CERTIFICATE OF SERVICE**

I, Terri Tribble, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **WASHOE COUNTY SCHOOL DISTRICT'S PRE-HEARING STATEMENT** by causing the document to be served certified-mail return receipt requested and email, addressed as follows:

Ronald J. Dreher  
P.O. Box 6494  
Reno, NV 89513  
[ron@dreherlaw.net](mailto:ron@dreherlaw.net)

Attorney for Respondent/Complainant

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on March 14, 2024.

/s/ Terri Tribble  
Employee of Simons Hall Johnston

1 Ronald J. Dreher  
2 NV Bar No. 15726  
3 P.O. Box 6494  
4 Reno, NV 89513  
5 Telephone: (775) 846-9804  
6 ron@dreherlaw.net  
7 *Attorney for Complainant*

FILED  
March 14, 2024  
State of Nevada  
E.M.R.B.  
4:30 p.m.

8 **BEFORE THE STATE OF NEVADA**  
9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 ASSOCIATION OF PROFESSIONAL-  
11 TECHNICAL ADMINISTRATORS,

12 Complainant,

Case No.: 2024-001

13 vs.

Panel:

14 WASHOE COUNTY SCHOOL  
15 DISTRICT,

16 Respondents.  
17 \_\_\_\_\_ /

18 **COMPLAINANT’S PREHEARING STATEMENT**

19 **COMES NOW**, Complainant, Association of Professional-Technical Administrators,  
20 (“APTA” or “Association”), by and through its undersigned attorney, hereby files its Prehearing  
21 Statement in accordance with NAC 288.250. APTA incorporates herein by reference its First  
22 Amended Complaint, (“FAC”), filed on January 31, 2024, it’s Motion to Expedite Hearing filed  
23 on January 31, 2024, its Reply in support of Motion to Expedite Hearing filed on February 16,  
24 2024, and its Opposition to Motion to Dismiss First Amended Complaint filed on March 1,  
25 2024. As the Washoe County School District, (“District” or “Respondent”), has not filed an  
26 answer to the FAC, APTA reserves the right to amend its Prehearing Statement if or when  
27 Respondent files an answer.

28 ///

1                                   **I.       ISSUES OF FACTS TO BE DECIDED BY THE BOARD**

2                   1. Whether APTA is an employee organization as defined in NRS 288.040, and  
3 maintains offices in the City of Reno, with its mailing address as P.O. Box 60556, Reno, Nevada  
4 89506.

5                   2. Whether, after the January 9, 2024, vote of by the WCSD Board of Trustees (“BOT”)  
6 to allow the professional-technical members of APTA to “carve out” of APTA and form their  
7 own organization, APTA remains the exclusive recognized bargaining representative for school  
8 psychologists,  
9

10                  3. Whether the method used by the BOT in their Agenda Item 5.06 vote on January 9,  
11 2024, to “carve out” only the professional-technical members of APTA and form their own  
12 association, was proper and was specifically and solely intended for those professional-technical  
13 members to leave APTA thereby leaving the school psychologist as members of APTA.  
14

15                  4. Whether the vote by the BOT on January 9, 2024, to allow the professional-technical  
16 members of APTA to form an exclusive bargaining group of only professional-technical  
17 members, resulted in APTA’s membership consisting of only school psychologists.  
18

19                  5. Whether APTA has for several years attempted to carve out the Professional-  
20 Technical members of APTA from the school psychologist members and form separate  
21 bargaining groups due differing communities of interest between the two groups.  
22

23                  6. Whether as recently as March 2023, the BOT, with the advice of the District’s General  
24 Counsel, refused to allow the two groups to bargain as individual bargaining within APTA due  
25 to claiming a common community of interest.

26                  7. Whether the District is a political subdivision of the State of Nevada which oversees  
27 and supervised Washoe County school psychologist and technical administrators and is the  
28 regulating authority with regard to policy.

1           8. Whether the District is a local government employer under NRS 288.060 and has a  
2 mailing address of 425 East Ninth Street, P.O. Box 30425, Reno, Nevada 89520.

3           9. Whether Neil Rombardo, Kevin Pick, Beth Smith, Anthony Spotts, Adriana Publico,  
4 Tony McMillen, Naveed Frank and Lisa McNeil are local government employees, as defined in  
5 NRS 288.050, and are employed by the District.

6           10. Whether on December 13, 2023, the APTA Executive Board approved the sending  
7 out of a ballot measure to its members asking, “Are you in favor of the Pro-Techs leaving APTA  
8 and forming their own employee organization (association)?”

9           11. Whether the voting period was set to remain open from December 19, 2023, to  
10 January 3, 2024.

11           12. Whether the vote authorized on December 13, 2023, was only intended to be a poll  
12 to determine if the professional-technical employees in APTA were to be “carved out” of APTA  
13 and to leave the school psychologists as the only remaining members of APTA.

14           13. Whether prior to or after December 13, 2023, the APTA executive board voted to  
15 allow any of its members to leave APTA or for APTA to voluntarily withdraw recognition of  
16 any of its members and whether the APTA executive board was to revisit this possibility after  
17 the voting period ended.

18           14. Whether, on December 27, 2023, while the voting period was still open and prior to  
19 the counting of any ballots, then APTA vice-president Adriana Publico, sent an email to BOT  
20 President Beth Smith and District interim superintendent Kristen McNeil on which she copied  
21 then APTA Board Member and former APTA president Tony McMillen, then APTA treasurer  
22 Naveed Frank, then APTA professional-technical representative Lisa McNeil and District Chief  
23 General Counsel Neil Rombardo. In this email, Ms. Publico stated,  
24  
25  
26  
27  
28

1 “President Smith and Interim Superintendent McNeill, We the  
2 undersigned, the Professional-Technical Representatives of the  
3 Association of Professional & Technical Administrators’ (APTA)  
4 Executive Board, voluntarily withdraw APTA as the exclusive  
5 bargaining representative for Washoe County School District’s  
6 (WCSD) Professional-Technical Employees per NAC 288.145. APTA  
7 is currently the exclusive bargaining representative for 228 WCSD  
8 employees, numbering 183 non-confidential Professional-Technical  
9 employees and 45 School Psychologists. The majority of affected  
10 employees have voted in favor of leaving APTA to form a separate  
11 employee organization to serve as the exclusive bargaining  
12 representative for the Professional-Technical employees.”

13 15. Whether the actions taken by Ms. Publico, Mr. McMillen, Mr. Frank and Ms.  
14 McNeil to work directly with the District’s Chief General Counsel Mr. Rombardo was  
15 authorized by APTA’s executive board.

16 16. Whether APTA’s legal counsel was included in any of these discussions between  
17 Ms. Publico, Mr. McMillen, Mr. Frank, Ms. McNeil and Mr. Rombardo and other District  
18 attorneys and representatives.

19 17. Whether the January 9, 2024, vote by the BOT as described in Agenda Item 5.06  
20 was intended by the District to remove APTA’s recognition as the exclusive bargaining  
21 representative for the school psychologists.

22 18. Whether on January 6, 2024, the agenda for the January 9, 2024, BOT meeting was  
23 posted, Item 5.06 was to discuss and possibly take action “to recognize the voluntary withdrawal  
24 of APTA as the bargaining representative for professional technical (Pro-Tech) employees and  
25 to recognize the Washoe Professional Technical Association (WPTA) as the exclusive  
26 bargaining representative for only the Pro-Tech employees in the Washoe County School  
27 District.”

28 19. Whether at any point prior to, or since the posting of this agenda item, had any  
member of the BOT or District or Office of General Counsel or outside legal counsel contacted

1 APTA, APTA's President Dr. Shannon Colon or APTA's legal counsel to determine if APTA  
2 had voluntarily withdrawn as the recognized bargaining agent for the professional-technical  
3 employees.

4 20. Whether on January 6, 2024, after becoming aware of BOT agenda item 5.06, APTA  
5 President Dr. Shannon Colon sent a letter to Ms. Smith in which she explained that "the  
6 executive board of APTA has not voted or approved the voluntary withdrawal of APTA as the  
7 recognized bargaining unit representative of the professional-technical members of APTA or to  
8 have this item put on the BOT agenda for January 9, 2024."

9  
10 21. Whether Ms. Smith acknowledged the letter and advised that "the Board cannot take  
11 action to recognize APTA as the exclusive bargaining representative for the school  
12 psychologists because it is not on the agenda." And, whether Ms. Smith refused to discuss the  
13 fact that APTA had not voluntarily withdrawn its recognition of any of its members and  
14 provided no other response to Dr. Colon.

15  
16 22. Whether Dr. Colon's letter was also placed as public comment on the January 9,  
17 2024, BOT meeting agenda and provided to all members of the BOT before they voted on  
18 agenda item 5.06.

19  
20 23. Whether on January 6, 2024, APTA ex-officio voting board member Ron P. Dreher  
21 sent a letter to Ms. Smith, to which she did not respond, in which he stated that APTA had not  
22 authorized the professional-technical employees to leave APTA and clarified that, "[t]his  
23 agenda item and the information contained therein have not be authorized or approved to be  
24 presented to this Board by APTA's executive board."

25  
26 24. Whether on January 7, 2024, Mr. Dreher sent a copy of this same letter to all  
27 members of the BOT on their District official email addresses, and whether any of the BOT  
28 responded to his emails.

1           25. Whether on or about January 8, 2024, District Interim Labor Relations Manager  
2 Anthony Spotts contacted Ms. Publico, Mr. McMillen, Mr. Frank and Ms. McNeil by email and  
3 requested they provide a positive response to his statement stating that APTA had voluntarily  
4 withdrawn as the recognized bargaining unit for all members of APTA.

5           26. Whether Mr. Spotts drafted this email, and whether these individuals, despite not  
6 having the approval of the APTA executive board, did indeed provide a response to Mr. Spott's  
7 email.  
8

9           27. Whether on January 9, 2024, the BOT voted to remove the recognition of APTA as  
10 the recognized bargaining unit for all employees in this unit and to recognize the WPTA as the  
11 recognized bargaining unit for professional-technical employees.  
12

13           28. Whether at any point prior to or since January 9, 2024, did the District request a  
14 hearing before APTA's executive board and/or receive written permission from APTA's  
15 executive board to remove recognition of APTA as the recognized bargaining unit for all its  
16 members.  
17

18           29. Whether prior to or since January 9, 2024, a vote was held by APTA's executive  
19 board to determine if APTA is supported by a majority of its members.

20           30. Whether APTA advised the District on January 10, 2023, of its intent to negotiate a  
21 successor agreement, and the first negotiation session was held on May 31, 2023.  
22

23           31. Whether the parties are still engaged in negotiations and were in fact scheduled to  
24 hold binding arbitration on February 20-21, 2024. Whether this Arbitration has been postponed  
25 based on a District Court ruling on February 20, 2024, under case number CV24-00282.

26           32. Whether the only available "window" for the District to have recognized a rival  
27 organization under NAC 288.146(2)(a) ended on May 31, 2023.  
28

1           33. Whether the current collective bargaining agreement between the parties had an  
2 expiration date of June 30, 2023.

3           34. Whether, had there been a vote showing that APTA was not supported by a majority  
4 of its members, the given window period provided for the District to remove recognition of  
5 APTA under NAC 288.146(2)(b) was between October 31, 2022, and November 30, 2022.  
6

7           35. Whether, on January 8, 2024, APTA in accordance with NRS 288.180, emailed a  
8 letter to superintendent McNeill advising of its intent to negotiate a successor agreement upon  
9 termination of the interest arbitration scheduled for February 20-21, 2024.

10           36. Whether on January 10, 2024, Mr. Spotts responded to APTA's counsel that the  
11 District no longer recognized APTA as a bargaining unit and the District refused to accept the  
12 letter or enter into negotiations.  
13

14           37. Whether APTA's counsel responded and clarified that APTA, at Mr. Rombardo and  
15 Ms. Smith's insistence and concurrence, were not on the BOT agenda on January 9, 2024, and  
16 that APTA was still the recognized bargaining unit for its members. Mr. Rombardo responded  
17 and stated, "[t]he Board of Trustees properly voted to withdrawal APTA as the recognized  
18 bargaining unit per NAC 288.145." This despite no voluntary withdrawal of recognition being  
19 provided to the District by APTA's executive board, and despite APTA's executive board's  
20 opposition to the BOT vote on January 9, 2024.  
21

22           38. Whether on January 11, 2024, District Deputy General Counsel Kevin Pick  
23 confirmed a mediation meeting with APTA counsel regarding an outstanding APTA grievance,  
24 clearly acknowledging the continued recognition of APTA as the bargaining unit for the  
25 members.  
26  
27  
28



1           39. Whether on January 16, 2024, District Deputy General Counsel Sara Montalvo,  
2 corresponded with APTA counsel regarding another outstanding APTA grievance mediation.  
3 Acknowledging the continued recognition of APTA as the bargaining unit for the members.

4           40. Whether on January 22, 2024, the District did not deduct dues that are contractually  
5 required to be taken from the APTA members paychecks, interfering with and discriminating  
6 against the APTA members who have chosen to be members of an employee organization.

7           41. Whether upon information and belief (because all records surrounding the  
8 withdrawal of APTA's recognition are in the sole custody and possession of the District), Mr.  
9 Rombardo, who drafted the BOT agenda item 5.06, and who was included on the emails with  
10 Ms. Publico, Mr. McMillen, Mr. Frank and Ms. McNeil, interfered with the administration of  
11 APTA by conspiring with, and assisting, a rival organization to remove bargaining unit members  
12 from APTA without APTA's consent purposely bypassing APTA's legal counsel to do so.

13           42. Whether upon information and belief (because all records surrounding the  
14 withdrawal of recognition of APTA and the formation of WPTA are in the sole custody and  
15 possession of the District), Mr. Rombardo was assisted in the conspiracy, and actual interference  
16 with APTA, by Mr. Pick, District outside counsel Anthony Hall and Mr. Spotts.

17           43. Whether this was demonstrated when Mr. Pick was placed on the BOT agenda with  
18 Ms. Publico supporting the formation of WPTA and the unauthorized withdrawal of APTA  
19 members from APTA.

20           44. Whether, on late December 2023 conference call with Commissioner Snyder, Mr.  
21 Hall admitted he was working with Ms. Publico on the "vote" she was administering and had  
22 been in communication with her on the results of the vote.

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1 45. Whether this interference, collusion and conspiracy was further demonstrated by Mr.  
2 Spotts' communication(s) with Ms. Publico, Mr. McMillen, Mr. Frank and Ms. McNeil prior to  
3 the January 9, 2024, BOT vote.

4 46. Whether upon information and belief (because all records surrounding the formation  
5 of WPTA are in the sole custody and possession of the District), Mr. Rombardo, Mr. Pick, Mr.  
6 Spotts and Mr. Hall assisted in the formation of the WPTA by working with Ms. Publico, Mr.  
7 McMillen, Mr. Frank and Ms. McNeil to obtain placement on the BOT meeting agenda for  
8 January 9, 2024.

9 47. Whether by refusing to continue its statutorily required recognition of APTA as the  
10 recognized bargaining unit for its members, the District has interfered with, and restrained  
11 APTA school psychologist members from receiving the contractually guaranteed rights they are  
12 entitled to under their CBA.

13 48. Whether by conspiring with and recognizing a rival organization as the bargaining  
14 unit for some of APTA's members, the District has interfered with the administration of APTA  
15 and has coerced its members to withdraw from APTA.

16 49. Whether due to the actions taken by the District, and its representatives, Ms. Publico,  
17 Mr. McMillen, Mr. Frank and Ms. McNeil, prior to or after the January 3, 2024, results of the  
18 vote, the APTA Executive Board never revisited the idea of "carving out" its professional-  
19 technical members and no vote has ever been held by the APTA Executive Board regarding this  
20 matter.

21 50. Whether on January 22, 2024, the District did not deduct dues from the APTA  
22 members, and, whether upon information and belief (because all records surrounding the  
23 withdrawal of dues deductions are in the sole custody and possession of the District), these dues  
24 were instead transferred to a rival employee organization.  
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1           51. Whether on January 26, 2024, APTA filed a grievance regarding the District's  
2 failure to remit these dues.

3           52. Whether on January 29, 2024, the District responded and refused to hear the  
4 grievance stating that they "are in receipt of your grievance #2024-01 dated January 26, 2024.  
5 This letter is to inform you that the District rejects this grievance as the District no longer  
6 considers APTA as a recognized bargaining unit (sic) Therefore (sic) the District will take no  
7 action on this matter."  
8

9           53. Whether on January 24, 2024, APTA requested information from the District which  
10 it deems relevant to negotiations under NRS 288.180.

11           54. Whether on January 25, 2024, the District responded and refused APTA's request  
12 stating "[t]he District objects to this request as on January 9, 2024, the Washoe County School  
13 District (District) withdrew recognition of APTA as the bargaining representative for District  
14 employees. As such, the provisions of NRS 288.180 no longer apply and we are not obligated  
15 to provide this information."  
16

17           **II. ISSUES OF LAW TO BE DECIDED BY THE BOARD**

18           55. Whether the District's refusal to engage in the collective bargaining process with  
19 APTA constitutes a prohibited practice under NRS 288.150, NRS 288.180 and NRS 288.270.  
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21           56. Whether on January 10, 2023, APTA noticed the District of its desire to conduct  
22 successor negotiations in accordance with NRS 288.180.  
23

24           57. Whether since September 15, 2023, APTA has been at impasse with the District and  
25 has moved the impasse to interest arbitration in accordance with NRS 288.217.

26           58. Whether APTA's declaration of impasse was and is in accordance with NRS  
27 288.217.  
28

1           59. Whether the District, in the 2021 ground rules signed by Mr. Spotts, then chief  
2 negotiator for the District and by Ron P. Dreher, then chief negotiator for APTA, confirmed that  
3 if impasse was implemented the resolution would be decided in interest arbitration (“last best  
4 offer”) as described in NRS 288.217.

5           60. Whether the District’s interference with, and coercion of, APTA members  
6 constitutes a prohibited practice under NRS 288.270.

7           61. Whether the District’s interference with the administration of APTA constitutes a  
8 prohibited practice under NRS 288.270.

9           62. Whether the District’s assistance with the formation of WPTA as a rival organization  
10 of APTA constitutes a prohibited practice under NRS 288.270.

11           63. Whether the District’s assistance with the formation of WPTA to involuntarily  
12 remove members from APTA constitutes a prohibited practice under NRS 288.270.

13           64. Whether the District’s unilateral withdrawal of recognition of APTA’s school  
14 psychologist members as the recognized bargaining unit, without the permission of APTA and  
15 without written permission from this Board is a prohibited practice and violates NAC 288.145  
16 and NRS 288.270.

17           65. Whether the District’s unilateral withdrawal of recognition of APTA as the  
18 recognized bargaining unit for school psychologists, without the permission of APTA, without  
19 the Board’s permission and outside of the prescribed time periods, is a prohibited practice and  
20 violates NAC 288.146 and NRS 288.270.

21           66. Whether District employees Neil Rombardo, Kevin Pick, Beth Smith Anthony  
22 Spotts, Adriana Publico, Tony McMillen, Naveed Frank, and Lisa McNeil conspiracy to remove  
23 APTA members without APTA’s permission; their conspiracy to form a rival employee  
24 organization in order to remove APTA members, and their interference with the rights of the  
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1 APTA members rights guaranteed under NRS Chapter 288 constitute prohibited practices under  
2 NRS 288.270(2).

3 67. Whether the District’s unilateral refusal to provide requested information to APTA  
4 is a prohibited practice and violates NRS 288.180(2) and NRS 288.270.

5 68. Whether the District’s refusal to provide requested information to APTA, that it  
6 deems necessary and relevant for negotiations and to enforce the CBA, constitutes prohibited  
7 practices under NRS 288.180 and NRS 288.270.

8 69. Whether the District’s refusal and failure to deduct dues from the APTA members  
9 after January 9, 2024, and upon information and belief (because all records surrounding the  
10 withdrawal of dues deductions are in the sole custody and possession of the District) instead  
11 transfer them to a rival employee organization, constitutes prohibited under NRS 288.270.  
12

13 70. Whether after January 9, 2024, the District’s actions by failing to continue its  
14 bargaining with APTA that had been on going since January 10, 2023, constitutes not bargaining  
15 in good faith with the designated exclusive representatives of APTA and is a prohibited practice  
16 under NRS 288.270.  
17

### 18 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

#### 19 **a. The withdrawal of recognition of APTA as the exclusive bargaining unit was** 20 **improper.** 21

22 The Nevada Supreme Court has established that the “EMRB has exclusive original  
23 jurisdiction over any unfair labor practice arising under [NRS Chapter 288].” *City of Mesquite*,  
24 135 Nev. at 244, P.3d at 1248. This includes “exclusive original jurisdiction over any unfair  
25 labor practice arising under the [Employee Management Relations Act].” *Id.*; *Rosequist v. Int’l*  
26 *Ass’n of Firefighters Local 1908*, 118 Nev. 444, 447-49, 49 P.3d 651, 653-54 (2002).  
27

1 Nevada Revised Statute 288.280 provides that “[a]ny controversy concerning prohibited  
2 practices may be submitted to the board” and the Nevada Supreme Court has recognized that  
3 the “EMRB has exclusive jurisdiction over unfair labor practice issues.” *City of Reno v. Reno*  
4 *Police Protective Ass’n*, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002). As stated clearly and  
5 concisely in the FAC, APTA has raised multiple controversies concerning prohibited practices  
6 that are within the Board’s jurisdiction and are judiciable. It is well established that the “Board  
7 is permitted to hear and to determine any complaint arising out of the interpretation of, or  
8 performance under, the provisions of Chapter 288.” *I.A.F.F. Local 731 v. City of Reno*, EMRB  
9 Item No. 257, Case No. A1-045466 (1991).

11 APTA is alleging that the District has committed an unfair labor practice under NRS  
12 288.150, NRS 288.180, NRS 288.270, NAC 288.145 and NAC 288.146. Given that these  
13 chapters of NRS are under the exclusive jurisdiction of the Board, there is no question that  
14 APTA’s allegations are within the jurisdiction of the Board.

16 On December 27, 2023, the date in which the District is claiming it received a “voluntary  
17 withdrawal” of APTA as the recognized bargaining unit from “a majority of [APTA’s] Board  
18 Members,” APTA’s Executive Board was made up of eight (8) voting members. These  
19 members included three school psychologists, four professional-technical members, and one  
20 ex-officio member. The District asserts that it had a “majority” of these Board Members, then  
21 only names four of them, Adriano Publico, Naveed Frank, Lisa McNeill and Tony McMillen  
22 as having supported this “voluntary” withdrawal. Clearly and unmistakably, this is not a  
23 majority of the APTA executive board.  
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26 The agenda for the January 9, 2024, District BOT meeting agenda contained a  
27 recommendation from the Interim Superintendent which stated in part the BOT should move  
28 “to recognize that a majority of employees in the APTA bargaining unit have voted to

1 voluntarily withdraw APTA as the bargaining representative; that the Professional-Technical  
2 employees do not share a community of interests with the School Psychologists; and that the  
3 Washoe Professional Technical Association be the exclusive bargaining representative for  
4 Professional-Technical employees at the Washoe County School District Pro-Tech.” However,  
5 the APTA executive board has never voted to voluntarily withdraw its recognition of any of its  
6 members. In response to this agenda item and its false statements, APTA ex-officio voting  
7 Board Member Ron P. Dreher wrote a letter to each of the BOT members vehemently  
8 disagreeing with the removal of APTA as the recognized bargaining representative for the  
9 professional-technical employees. In this letter Mr. Dreher stated that **“This agenda item and  
10 the information contained therein have not be authorized or approved to be presented to  
11 this Board by APTA’s executive board.”**

14 On January 7, 2024, APTA President Dr. Shannon Colon emailed BOT President Beth  
15 Smith advising her that,

16 **“The information that has been placed on the agenda has not been  
17 approved by the executive board of APTA. It was placed on the  
18 agenda, again without authorization or approval of the APTA  
19 executive board, apparently on December 26, 2023, and appears to  
20 have been brought forward by WCSD General Counsel Neil  
21 Rombardo. Again, this item was not requested by the executive  
22 board of APTA, nor was it approved by the executive board or  
quorum of APTA. Adriana Publico, Tony McMillen, Naveed Frank  
and Lisa McNeill were not authorized by the executive board of  
APTA to bring the request to the BOT.”**

23 Dr. Colon posted this same letter as public comment on the January 9, 2024, BOT  
24 meeting notes and it was provided to all members of the BOT.

25 Moreover, the District has never asserted, and cannot assert, it had received permission  
26 from this Board prior to unilaterally removing recognition of APTA as the exclusive bargaining  
27 unit as required by NAC 288.145(2).  
28

1 NAC 288.146 and the contract bar doctrine allow for two periods when a rival  
2 organization may, by showing that an employee organization is not supported by a majority of  
3 its members, move for recognition by the employer. These periods are between the time that  
4 the employee organization notices the employer of its intent to begin negotiations and when  
5 negotiations actually begin, and for a 30-day period during the life of the current collective  
6 bargaining agreement. N.R.S. 288.146(2); *Douglas County Support Staff Organization/NSEA*,  
7 EMRB Item No. 313 (1993).  
8

9 APTA advised that District on January 10, 2023, of its intent to negotiate a successor  
10 agreement, and the first negotiation session was held on May 31, 2023. Thus, had a vote been  
11 taken and shown that APTA was not supported by a majority of its members, the available  
12 “window” for the District to have recognized a rival organization under NAC 288.146(2)(a)  
13 ended on May 31, 2023.  
14

15 Additionally, the current collective bargaining agreement had an effective date of July  
16 1, 2021, and an expiration date of June 30, 2023. Given the window provided for in NAC  
17 288.146(2)(b), had there been a vote showing that APTA was not supported by a majority of  
18 its members, the District had a 30-day period between October 31, 2022, and November 30,  
19 2022, in which to remove recognition.  
20

21 Yet, even though the two “windows” when a rival organization could have been  
22 recognized by the District were obviously closed, and no vote had been held by APTA  
23 membership to determine if APTA was still supported by a majority of its members, the District  
24 conspired with a rival organization, the Washoe Professional Technical Association to remove  
25 not only the recognition of APTA as the recognized bargaining unit for professional-technical  
26 employees, but for all employees.  
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1 Finally, under NRS 288.160(3), the District may be allowed to remove recognition of a  
2 bargaining unit, with written permission from this Board, if it is shown that a majority of the  
3 members no longer support the employee organization. However, no vote was ever taken of  
4 APTA membership showing that APTA was no longer supported by a majority of its members  
5 and the District has never moved this Board to provide written permission to remove APTA's  
6 recognition.  
7

8 **b. Failure to bargain in good faith.**

9 The obligation imposed upon both management and labor organizations to bargain  
10 collectively in good faith includes a mutual obligation to meet at reasonable times, for  
11 reasonable amounts of time, and to bargain in good faith in negotiations to reach an agreement.  
12 As this Board has previously held, the Local Government Employee-Management Relations Act  
13 (EMRA) imposes a reciprocal duty on employers and bargaining agents to “negotiate in good  
14 faith” on those subjects listed in NRS 288.150, and a refusal by either party to do so is “a  
15 prohibited labor practice.” *City of Reno v. International Assoc. of Firefighters Local 731*, Item  
16 No. 253-A, Case No. A1-045472 (1991). The Board has determined that, “a local government  
17 employer and a bargaining agent have a mutual obligation to bargain in good faith. This  
18 obligation is not limited to negotiating the terms of a collective bargaining agreement. The  
19 parties’ duty to bargain in good faith extends through the duration of a collective bargaining  
20 agreement.” *Douglas County Professional Education Association and Douglas County Support*  
21 *Staff Organization vs. Douglas County School District*, EMRB Item No. 755A, Case No. A1-  
22 046008, (2012). This obligation is supported by NRS 288.270(1)(e) and NRS 288.270(2)(a) and  
23 it includes providing information and responses to RFIs throughout the term of the CBA when  
24 the “information necessary to enforce the terms of a collective bargaining agreement.” *Id.*  
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1 In addition, NRS 288.270(e) provides it is a prohibited practice for an employer to  
2 “[r]efuse to bargain collectively in good faith with the exclusive representative as required in  
3 NRS 288.150.”

4 Furthermore, the obligation to bargain in good faith is not limited to negotiating the  
5 terms of a collective bargaining agreement. Rather, this obligation extends through the duration  
6 of a collective bargaining agreement.” *Douglas County Professional Education Association and*  
7 *Douglas County Support Staff Organization vs. Douglas County School District*, EMRB Item  
8 No. 755A, Case No. A1-046008, (2012).

10 **c. Failure to provide the requested information as required.**

11 During contract negotiations, NRS 288.180(2) provides that, “the employee organization  
12 or the local government employer may request reasonable information concerning any subject  
13 matter included in the scope of mandatory bargaining which it deems necessary for and relevant  
14 to the negotiations.” The statute continues to clarify that, “[t]he information requested must be  
15 furnished without unnecessary delay. The information must be accurate, and must be presented  
16 in a form responsive to the request and in the format in which the records containing it are  
17 ordinarily kept.” *See also Reno Police Protective Association vs. City of Reno*, EMRB Item  
18 No.175, Case No. A1-045390, (1985); *Clark County Public Employees Association, SEIU Local*  
19 *1107 vs. University Medical Center*, EMRB Item 299, Case No. A1-045501 (1992) (holding  
20 that “[e]mployee organizations . . . have been guaranteed the right, pursuant to NRS 288.180(2),  
21 during the collective bargaining process, to request reasonable information which they deem  
22 necessary and relevant to the negotiations.)

26 **d. Failure to continue deduction of dues.**

27 “It is a violation of the Act for an employer to unilaterally change the terms of  
28 employment that concern a mandatory subject of bargaining.” *Service Employees International*

1 *Union, Local 1107 v. Clark County*, EMRB Item No. 713A, Case No. A1-045965 (2010) (citing  
2 *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 59 P.3d 1212 (2002)). Similar to  
3 the National Labor Relations Act, (“NLRA”), dues deductions are a mandatory topic of  
4 bargaining under NRS 288.150(1). 29 U.S.C. § 158(d). On January 22, 2024, the District failed  
5 to continue deducting dues from APTA members as required by the CBA, by APTA bylaws,  
6 and by the dues deduction authorization form provided to the District by APTA members. This  
7 failure by the District to continue deducting dues was done unilaterally and without first  
8 negotiating with APTA. APTA filed a grievance on January 26, 2024, demanding the District  
9 continue deducting dues from its members and immediately remit any dues it had deducted and  
10 provided to any other organization to APTA. The District refused to do so, and on February 22,  
11 2024, the District again failed to deduct dues and remit them to APTA.

14 In a recent decision concerning the failure of an employer to continue deducting dues  
15 after the expiration of a CBA, the Ninth Circuit Court upheld the NLRB decision that an  
16 employer’s failure to deduct dues is “an unfair labor practice under the National Labor Relations  
17 Act (“NLRA”).” *Valley Hosp. Med. Ctr., Inc. v. NLRB*, 2024 U.S. App. LEXIS 3848, \*5, \_\_\_  
18 F.4th \_\_\_. Accordingly, the District’s failure to deduct and remit dues to APTA is a unilateral  
19 change, not bargaining in good faith, and constitutes unfair labor practices. The District’s refusal  
20 to continue deducting dues for APTA must be rescinded, all past dues deducted and remitted to  
21 APTA, and the District must immediately resume deducting said dues in accordance with the  
22 current CBA.

24  
25 **d. The declaration of impasse was not improper under NRS 288.217(2).**

26 NRS 288.217(2) states in part that, “[i]f the parties to a negotiation pursuant to this  
27 section have failed to reach an agreement after at least four sessions of negotiation, either party  
28 may declare the negotiations to be at an impasse and, after 5 days’ written notice is given to the

1 other party, submit the issues remaining in dispute to an arbitrator.” The parties in this case held  
2 the required four negotiations sessions and more than five days passed prior to submitting the  
3 dispute to an arbitrator. The Board has held that Administrators are considered “teachers” as it  
4 is defined in NRS 288.217. *See Clark County Association of School Administrators v Clark*  
5 *County School District*, EMRB Item No. 394, Case A1-045593 (1996). Furthermore, the 2023  
6 Nevada Legislature passed State Bill 231 which defined that, “‘Education support professional’  
7 means a person, other than a teacher or administrator, who is employed to work at a public  
8 school, including, without limitation . . . (5) School psychologists.”

10 The District and APTA in the 2021 signed negotiation ground rules confirmed that NRS  
11 288.217 would be the resolution followed by the parties should impasse be declared. Clearly,  
12 APTA members are covered by the contract resolution provisions of NRS 288.217, the required  
13 four negotiation sessions were held, and APTA properly declared impasse as provided in NRS  
14 288.217(2).

#### 16 **IV. NAC 288.250(1)(c) STATEMENT**

17 The District filed an Ex Parte Motion for Temporary Restraining Order, (“TRO”), and  
18 Preliminary Injunction and Verified Complaint in the Second Judicial District Court of the State  
19 of Nevada in and for the County of Washoe on February 2, 2024, under Case No: CV24-00282.  
20 The court (District Court 15) granted the TRO on February 20, 2024, and ordered the arbitration  
21 scheduled for February 20-21, 2024, to be postponed until after the court held an evidentiary  
22 hearing to determine whether NRS 288 issues currently under the jurisdiction of the EMRB  
23 were relevant to the TRO. On March 8, 2024, the parties have stipulated to the evidentiary  
24 hearing being postponed until after the EMRB rules on the as to whether APTA is the recognized  
25 bargaining unit for the school psychologists following the vote by the BOT on January 9, 2024.  
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1 APTA is not aware of any other outstanding, pending or anticipated judicial or administrative  
2 hearings related to this matter except as noted herein.

3 **V. LIST OF POTENTIAL WITNESSES**

4 A. Dr. Shannon Colon - APTA President. Dr. Colon is expected to testify to the  
5 facts and circumstances surrounding the FAC and the actions and inactions taken by the District  
6 during the time periods encompassed in the FAC.

7 B. Mary Delorme -Former APTA Board member. Negotiation Team member. Ms.  
8 Delorme is expected to testify to the relevant material facts and circumstances brought forth in  
9 the FAC to which she has knowledge and the actions and inactions taken by Respondents related  
10 to the issues in the FAC.

11 C. Jennifer Mitterer - APTA Secretary Member. Ms. Mitterer is expected to testify  
12 to the relevant material facts and circumstances brought forth in the FAC to which she has  
13 knowledge and the actions and inactions taken by Respondents related to the issues in the FAC.

14 D. Ron P. Dreher - APTA representative, negotiation team member and ex-officio  
15 Executive Board member. Mr. Dreher is expected to testify to the relevant material facts and  
16 circumstances brought forth in the FAC to which he has knowledge and the actions and inactions  
17 taken by Respondents related to the issues in the FAC.

18 E. All witnesses identified by the District (Respondent).

19 F. Additional witnesses may be supplemented based on newly developed  
20 information.

21 **VI. ESTIMATED TIME**

22 Complainant estimates that it will need ten (10) hours to present its position.

23 **VII. CONCLUSION**

24 The District, by and through their actions and inactions, have purposely and willfully  
25 committed union busting to remove recognition of APTA as the recognized bargaining unit for  
26 school psychologists. The District has committed prohibited practices by interfering with the  
27 administration of APTA; by conspiring with members of the former APTA executive board to  
28 create a rival employee organization; by conspiring with members of the former APTA  
executive board to withdraw APTA as the recognized bargaining unit for its members without

1 the knowledge or consent of the Association's designated and legal executive board  
2 representatives and without contacting APTA's legal counsel; by conspiring to remove all  
3 bargaining unit rights for school psychologists through its direct dealings with former APTA  
4 members; by, prior to unilaterally removing recognition of APTA, failing to obtain written,  
5 voluntary withdraw of APTA or permission from this Board; by failing and refusing to negotiate  
6 with APTA's designated representatives;; by undercutting the Association's designated  
7 representatives role in negotiations; by unilaterally and unreasonably failing to recognize APTA  
8 as the exclusive bargaining representative; by refusing to provide requested information; by  
9 failing to continue the negotiation resolution processes; by refusing to recognize that APTA  
10 resolution/impasse procedures are covered under NRS 288.217; by refusing to bargain in good  
11 faith; and by refusing to continue deducting and remitting dues to APTA and will continue to  
12 do so absent an Order from the Board.  
13  
14

15 **Wherefore**, based on the foregoing and after hearing, Respondent requests the following  
16 relief be granted:

- 17 a. An order finding the actions by the District and its representatives  
18 constitute prohibited practices in accordance with NRS 288.270;
- 19 b. An order finding that APTA was and continues to be the exclusive  
20 bargaining representative for the school psychologists following the  
21 January 9, 2024, vote by the BOT;
- 22 c. An order finding that the District's BOT vote on January 9, 2024, only  
23 allowed for the professional-technical members of APTA to form a  
24 separate Association and that the vote did not include APTA's exclusive  
25 bargaining representative role for school psychologists;
- 26 d. An order requiring the District to immediately provide the requested  
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information in accordance with NRS 288.180;

- e. An order requiring the District to immediately resume collecting dues for APTA and to provide those dues to APTA as authorized by all APTA's members who have not provided termination of those dues to APTA or to the District;
- f. An order requiring the District to cease in violating NRS Chapter 288;
- g. An order requiring the District to comply with all applicable NRS and NAC 288 Chapters;
- h. An order requiring the District to post a notice, where notices are normally posted and read by its employees and the public, whereby the District promises to comply with the Nevada Revised Statutes and Nevada Administrative Code violated in this case and to cease from committing any further prohibited practices;
- i. An order requiring the District to pay the Association's reasonable attorney and representatives' fees and expenses in bringing this action due to the egregious and illegal conduct of the District and its representatives;
- j. An order requiring the District to bargain in good faith and to continue the bargaining process through the impasse resolution procedures provided in NRS 288.217 and NRS 288.200; and
- k. Any other relief that the Government Employee-Management Relations Board deems appropriate.

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DATED this 14<sup>th</sup> day of March, 2024.

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/s/ Ronald J. Dreher  
Ronald J. Dreher  
NV Bar No. 15726  
P.O. Box 6494  
Reno, NV 89513  
Telephone: (775) 846-9804  
ron@dreherlaw.net  
*Attorney for Complainant*



**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

Anthony Hall, Esq.  
Nevada Bar No. 5977  
AHall@SHJNevada.com  
Jonathan McGuire, Esq.  
Nevada Bar No. 15280  
JMcGuire@SHJNevada.com  
Simons Hall Johnston, PC  
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*Attorneys for Respondent*

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 14<sup>th</sup> day of March, 2024.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

Bruce Snyder, Esq.  
Commissioner, EMRB  
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bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 14<sup>th</sup> day of March, 2024.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
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P.O. Box 6494  
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Telephone: (775) 846-9804  
ron@dreherlaw.net  
*Attorney for Complainant*

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7 *Attorney for Complainant*

FILED  
April 11, 2024  
State of Nevada  
E.M.R.B.  
12:30 p.m.

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9  
10 **BEFORE THE STATE OF NEVADA**  
11  
12 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

13 ASSOCIATION OF PROFESSIONAL-  
14 TECHNICAL ADMINISTRATORS,

Case No.: 2024-001

15 Complainant,

Panel:

16 vs.

17 WASHOE COUNTY SCHOOL  
18 DISTRICT,

19 Respondent.  
20 \_\_\_\_\_/

21 **SUPPLEMENT TO COMPLAINANT’S WITNESS LIST**

22 The following persons may be called by the Complainant, in addition to those  
23 individuals listed on the Complainant’s pre-hearing statement, to testify regarding the  
24 allegations of the complaint:

- 25 1. Brandon Davis. Mr. Davis is expected to testify to the material facts and  
26 circumstances to which he has knowledge.
- 27 2. Beth Smith. Ms. Smith is expected to testify to the material facts and  
28 circumstances to which she has knowledge.
3. Anthony Hall. Mr. Hall is expected to testify to the material facts and  
circumstances to which he has knowledge.

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4. Jonathan McGuire. Mr. McGuire is expected to testify to the material facts and circumstances to which he has knowledge.

5. All witnesses identified by Respondent.

DATED this 11<sup>th</sup> day of April, 2024.

/s/ Ronald J. Dreher  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

Anthony Hall, Esq.  
AHall@SHJNevada.com  
Jonathan McGuire, Esq.  
Nevada Bar No. 15280  
JMcGuire@SHJNevada.com  
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Telephone: (775) 785-0088

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 11<sup>th</sup> day of April, 2024.

/s/ Ronald J. Dreher  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Association of Professional-Technical Administrators and that on this date I served a true and correct copy of the preceding document addressed to the following:

Bruce Snyder, Esq.  
Commissioner, EMRB  
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bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 11<sup>th</sup> day of April, 2024.

/s/ Ronald J. Dreher  
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6 *Attorneys for*  
7 *Washoe County School District*

FILED  
April 12, 2024  
State of Nevada  
E.M.R.B.  
11:49 a.m.

8  
9 **BEFORE THE STATE OF NEVADA**  
10 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

11 WASHOE COUNTY SCHOOL DISTRICT,  
12 Complainant,

13 vs.

Case No.: Consolidated Case 2023-015

14 ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINISTRATORS,  
15 Respondent.

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18 ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINISTRATORS,  
19 Complainant,

20 vs.

21 WASHOE COUNTY SCHOOL DISTRICT,  
22 Respondent.

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26  
27 **WASHOE COUNTY SCHOOL DISTRICT'S SUPPLEMENTAL WITNESS LIST**  
28

1 Pursuant to the Prehearing Conference on April 8, 2024, Washoe County School District  
2 (“WCSD”) by and through their counsel of record, SIMONS HALL JOHNSTON PC, hereby  
3 submits their Supplemental Witness List.

4 **WCSD’S SUPPLEMENTAL WITNESS LIST**

5 WCSD anticipates calling the below witnesses during the presentation of its case. A  
6 summary of each witnesses’ qualifications and expected testimony are listed below.

7 Anthony Spotts This witness is expected to testify regarding the facts and  
8 circumstances surrounding the allegations in the Complaint as  
9 well as Defendant's affirmative defenses thereto.

10 Kevin Pick, Esq. This witness is expected to testify regarding the facts and  
11 circumstances surrounding the allegations in the Complaint as  
12 well as Defendant's affirmative defenses thereto.

13 Mark Mathers This witness is expected to testify regarding the facts and  
14 circumstances surrounding the allegations in the Complaint as  
15 well as Defendant's affirmative defenses thereto.

16 Adam Searcy This witness is expected to testify regarding the facts and  
17 circumstances surrounding the allegations in the Complaint as  
18 well as Defendant's affirmative defenses thereto.

19 Dr. Susan Enfield This witness is expected to testify regarding the facts and  
20 circumstances surrounding the allegations in the Complaint as  
21 well as Defendant's affirmative defenses thereto.

22 **Neil Rombardo This witness is expected to testify regarding the facts and**  
23 **circumstances surrounding the allegations in the**  
24 **Complaint as well as Defendant's affirmative defenses**  
25 **thereto.**



**SIMONS HALL JOHNSTON PC**

690 Sierra Rose Dr.,  
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Phone: (775) 785-0088

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DATED: April 12, 2024

BY: /s/ Anthony L. Hall, Esq.  
ANTHONY L. HALL, ESQ.  
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**CERTIFICATE OF SERVICE**

I, Terri Tribble, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **WCSD'S SUPPLEMENTAL WITNESS LIST** by causing the document to be served via email, addressed as follows:

Ronald J. Dreher  
P.O. Box 6494  
Reno, NV 89513  
[ron@dreherlaw.net](mailto:ron@dreherlaw.net)  
[nrs289@aol.com](mailto:nrs289@aol.com)

Attorney for Respondent  
WASHOE SCHOOL PRINCIPALS' ASSOCIATION

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on April 12, 2024.

/s/ Terri Tribble  
Employee of Simons Hall Johnston