

**From:** Rombardo, Neil <[NRombardo@WashoeSchools.net](mailto:NRombardo@WashoeSchools.net)>  
**Sent:** Wednesday, June 26, 2019 7:08 PM  
**To:** Peterson, William <[wpeterson@swlaw.com](mailto:wpeterson@swlaw.com)>  
**Cc:** Longe, Holly <[hlonge@swlaw.com](mailto:hlonge@swlaw.com)>; Reich, Chris <[CReich@washoeschools.net](mailto:CReich@washoeschools.net)>; Montalvo, Sara <[Sara.Montalvo@WashoeSchools.net](mailto:Sara.Montalvo@WashoeSchools.net)>; Rombardo, Neil <[NRombardo@WashoeSchools.net](mailto:NRombardo@WashoeSchools.net)>  
**Subject:** RE: Davis return to duty.

Dear Mr. Peterson:

To no one's surprise, you are misrepresenting the facts. Let's get the facts straight. As an initial matter, the morning of June 17, 2019, you called the District's Office of the General Counsel and you requested that the District postpone the special meeting scheduled for June 21, 2019 to consider your client's character, competence, and alleged misconduct. I informed you that I would need to talk to the Board President, who by Board Policy schedules special meetings of the Board. At approximately 11:25 AM, that same day, the District offered to cancel the scheduled special meeting so long as the Superintendent would agree to take a leave of absence, and you told us that you would get back to us by 4:00 PM. At approximately 2:15 PM, that same day, you and I agreed to discuss possible resolutions until June 30, 2019. At approximately 3:42 PM, you stated that your client agreed to take the voluntary leave of absence for personal reasons and pursuant to BP 9082. As your attached email specifically states, in pertinent part:

Ms. Davis will take a leave of absence from her position as Superintendent Washoe County School District effective tomorrow taking accrued time off, and ***will remain on leave of absence until end of day June 30<sup>th</sup>, 2019*** during which time the District and I will use good faith efforts to negotiate a resolution of issues regarding her employment with the District. ***In the event those efforts do not result in a resolution of all issues, Ms [sic] Davis will remain on leave after June 30, 2019,*** but with all payments and benefits until such time as the District is able to schedule an open meeting with the Board of Trustees to discuss and resolve those issues, which, in the absence of resolution, the District will use best effort to schedule during the month of July 2019.

(Emphasis added.) Further, your email makes it clear that we agreed that the "Superintendent is on leave for personal reasons," which would be the District's messaging. I never stated that the leave was indefinite, and you do not have one stitch of evidence to support that argument. In fact, I specifically stated, and two witnesses can confirm, that time was of the essence and that we would either reach some terms for a possible resolution or re-schedule the meeting as soon as possible, which is exactly what occurred here. I never denied any of our conversations, in fact, I am attaching them to this e-mail as support that my client and I have followed these discussions and messaging as you and I agreed. The fact that you assert otherwise is preposterous.

With regard to your argument that the District is trying to delay this to the detriment of your client is a bald assertion lacking facts. The real facts are that we tried to schedule a meeting for Friday, June 28, 2019, and you refused to accept the required Open Meeting Law service for that meeting and would only accept service if the meeting was scheduled for July 1, 2019. As a result, the District scheduled the meeting for Monday, July 1, 2019 at 8:00 a.m. the soonest possible date to comply with the notice requirements. This date is consistent with our agreement that you are now apparently breaching.

With regard to your allegations that the District failed to follow its common practice of not terminating all communication access, email, badges, etc., this is not a common situation or a common employee. She is the CEO of this entity, and there is evidence that she and/or her direct reports used electronic communications to interfere with a workplace investigation from 2016-2017. These highly uncommon situations required an uncommon response. Again, she agreed that she would take a voluntary leave of absence for personal reasons until a Board meeting occurred and you made that representation to me and two other witnesses.

Pursuant to our agreement and the Board meeting being scheduled for July 1, 2019, which you confirm in your email below that the meeting would occur in July of 2019 and that she would continue with her voluntary personal leave until that meeting occurred, it is in the best interest of the District and its employees that Ms. Davis continue her voluntary leave of absence for personal reasons. If Ms. Davis comes to the District and attempts to gain access, which consistent with your lawyering would be done to create a disruptive confrontation, will be a breach of this agreement.

Further, BP 9082, provides that leadership team members shall ensure that the succession planning occur with little disruption for the operation of the District and the schools as possible. Your client's return would cause substantial disruption and harm to the District daily operations and staff. Her return will continue to be evidence of Ms. Davis creating a harassing and unprofessional work environment, which the Discovery clearly shows that she fostered.

Finally, we believe you are ignoring your conflict of interests and ethical duties, and we will have no choice but to report you to the Bar Association. Let me also point out that the law does not support general waivers that leave a client uninformed to what they are signing as in your retainer agreement. Moreover, you owe duties to potential clients who met with you and provided detailed information, which you are ignoring. As a result, we question whether we can accept this as an attorney communication because you are conflicted from representing Davis. The Nevada Rules of Professional Conduct, Rule 4.1, 4.4, also prohibits you from knowingly making false statements of fact or law and using your representation of a client to embarrass, delay or burden a third person. You have lied in your email below, and you are attempting to use those lies to leverage the District and also create a substantial disruption to the operations of the District, which will not be tolerated.

Regards,

*Neil A. Rombardo, Esq.*

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**From:** Peterson, William <[wpeterson@swlaw.com](mailto:wpeterson@swlaw.com)>  
**Sent:** Wednesday, June 26, 2019 1:47 PM  
**To:** Rombardo, Neil <[NRombardo@WashoeSchools.net](mailto:NRombardo@WashoeSchools.net)>; Reich, Chris <[CReich@washoeschools.net](mailto:CReich@washoeschools.net)>;  
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**Subject:** Davis return to duty.

Neil,

As you know, when you and I agreed on Monday June 17, 2019, that, if our clients agreed, the Friday June 21 hearing could be vacated to see if a settlement could be reached before the end of the month (June 30). When I called you to confirm that Superintendent Davis agreed, you informed me that Board President Holland would not agree unless Superintendent Davis took a leave of absence immediately until June 30, using her own banked or leave time off. When I called you a second time to confirm that Superintendent Davis agreed to that 12-day leave of absence as a precondition to negotiations, you informed me that Board President Holland now insisted that Superintendent Davis take an indefinite leave of absence, in anticipation that negotiations might fail and the hearing would have to be rescheduled, but that any time after June 30 would be paid time off. I informed you at that time of my concern about the District's common practice of putting employees out on leave for months, pending investigations. I told you that we needed to bring this matter to hearing soon after negotiations failed and wanted the District's assurance that it would use good faith efforts to schedule that hearing for July, 2019. You provided that assurance and I communicated that "indefinite leave" proposal to Superintendent Davis. When I called you back to confirm that Superintendent Davis agreed to an "indefinite leave" on the terms proposed, you asked me to put our agreement in writing and to specifically mention Board Policy 9082 which I did. I am now informed that you deny any of these transactions occurred and that Superintendent Davis is out and remains out on voluntary leave. Superintendent Davis went on leave of absence based on my representations to her regarding what I understood to be the conditions imposed by the District, which the District now denies. Because the District now claims that she is out on voluntary leave of absence for her own personal reasons, Superintendent Davis has decided to return to work and will return to work tomorrow morning, on the conditions set forth in Board President Holland's June 13 letter. It is not the common practice for the District to terminate all email and other communication access (badges etc) when an employee goes out on voluntary leave of absence. Because the District terminated all of her email and other communications access, please have those restored as she reassumes her responsibilities.

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