

**CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 20, 2016**

DOCUMENTS RECEIVED AFTER PUBLISHED AGENDA

Item #1 CONS 16-527

Council Member Lamnin - Agenda Questions

AGENDA QUESTIONS _CM LAMNIN

9/20/16

ITEM 1:	Responses from Public Works - Director Fakhrai
For item 1: 92/reliever - Are there unknown reasons for the cost increases? "The construction project has experienced various challenges from unknown and/or unforeseen conditions that have caused the project to exceed..." (First line under Discussion in Staff report)	Perhaps better description should've been "previously unknown". This work is now known, but were unknown during design of the project due primarily to limited access to the properties City was acquiring for the project.
Why is there an increase in the contingency budget?	Additional funds are necessary to pay for the added costs related to additional work previously unknown and are in excess of previously approved contingency amount.
What is Kimley-Horn and Associates, Inc. role in this project and what is the additional funding recommended for them, for?	Kimly-Horn is the City's design consulting firm that also provided services for R/W acquisition. Their scope of work was expanded to deal with additional design and R/W acquisition services. Staff is requesting an additional \$182,000 for their expanded scope of work.

Public Comments

Joe Ramos



September 8, 2016

Stanley Dobbs
c/o Dorian Peters, Esq.
Gagen McCoy, LLP
279 Front St.
Danville, CA 94526

RE: Notice of Intent to Terminate Contract for Employment of Superintendent/CEO

Mr. Dobbs:

Given your inability to control your temper and your willingness to engage in unethical, dishonest acts and make false claims against others, the Governing Board is not only concerned with your past conduct but is equally concerned with the conduct you might engage in if left in your position as Superintendent/CEO. The Governing Board has a fiduciary duty to keep its employees safe, and to safeguard the resources of our students and families.

THEREFORE, YOU ARE HEREBY NOTIFIED that, on September 7, 2016, the Board of Trustees ("Trustees") for the Hayward Unified School District ("District") took action to provide you with this Notice of Intent to terminate your Employment Agreement as Superintendent/CEO for cause ("Notice") and the written statement of grounds for termination contained herein.

Pursuant to the terms of the Employment Agreement for Superintendent/CEO dated October 23 2013 ("Agreement") between you and the District, your status as Superintendent/CEO, and all of the rights accorded to you as the Superintendent/CEO under the terms of the Agreement, may be terminated by the Trustees at any time for cause pursuant to Section 12(d) and (e) of the Agreement. Specifically, the Agreement may be terminated by the Trustees for conduct which, in their opinion, is seriously prejudicial to the District, including, but not limited to: any of the grounds enumerated in California Education Code Section 44932 (including, without limitation, immoral conduct, dishonesty, unsatisfactory performance, persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or the HUSD Board of Education), any act of unprofessional conduct, any act in bad faith that causes detriment to the District, incompetency, neglect of duty, failure or refusal to follow Board directions and/or breach of contract.

The Trustees find that you have neglected your duties and have in numerous acts of misconduct and, such conduct being seriously prejudicial to the District and likely to continue, cause exists for the termination of the Agreement.



1. Grounds for Termination of Agreement

After placing you on paid administrative leave, the Trustees contracted with an independent investigator, Steve Hummel of Paradox Technology, to complete an investigation into allegations of misconduct against you. His report and findings are enclosed.

Based on his report and findings, it is clear that by and through your actions, you have engaged in numerous acts of misconduct and acts which have been not only seriously prejudicial but also detrimental to the well-being and good character of the District.

- You have an explosive temper and have bullied and/or lost your temper with members of the Board of Education, employees, collective bargaining representatives and others, each time refusing to acknowledge the seriousness of your conduct and usually attempting to deflect the blame elsewhere. Except for the incident with the Board itself, none of the prior incidents such as the ones summarized below were ever formally reported to the Board to allow the Board to take remedial action. Examples include:
 - On or about September 13, 2014, you screamed and cursed, including frequent use of the word “Fuck”, during a meeting you called with three employees. You stood over the employees and you yelled at them in an intimidating manner as they sat in disbelief at your abusive behavior. An employee described it as “the ugliest business meeting I had ever attended.” You admitted being called into the H.R. office over this incident but did not admit any wrongdoing. Rather, you described your behavior as “expressing my concern”.
 - On about October 2014, you screamed at another managerial employee and slammed the door with so much force as you were leaving her office area that you broke an 8 by 10 picture frame hung on the wall. This was heard by multiple employees.
 - In the midst of a discussion in a Board closed session meeting on September 16, 2015, you lost your temper and exploded in anger. You told the entire Board: “I’m tired of this shit. You guys are fucking getting on my nerves.” You then turned to the Cabinet member employees in the room and ordered them to “get the fuck out of here!” Trustee McGee told you: “You need to leave. You are out of control.” You responded to him: “I’m not fucking going anywhere.” Then, you went to Trustee McGee, hovered over him, making physical contact and said: “I’ve been dealing with mother fucking punks like you all day.” Trustee Reynoso then asked you to leave. You then turned to Trustee Reynoso and made physical contact with him. Trustee Walker at this point placed herself between you and Trustee Reynoso. You charged through her in order to continue toward Trustee Reynoso and she fell back on Trustee Reynoso. Trustee Brunner then intervened and successfully escorted you out of the room in order to calm you down.



- During the recent investigation into your misconduct, you became visibly angry during an interview session on September 1, 2016 with the independent investigator and called him an “asshole”. A break was called shortly thereafter that allowed you to collect yourself.
- You have demonstrated a willingness to engage in a pattern of extreme acts of dishonesty, refusing to accept responsibility for your actions and again accusing others as a means of redirecting attention and blame away from yourself. The following are examples:
 - You repeatedly lied to the independent investigator during the course of the investigation.
 - When the District received a complaint from parents about the selection of Ray McDonald as a speaker for students, you lied about not knowing anything his proposed visit before receiving a calendar invite, lied about not approving him to speak to students, wrongly placed the blame on [redacted] for not vetting him, and blamed Hayward Promise Neighborhood and [redacted] for hiding information from you.
 - When asked whether you directed that [redacted] get a District contract after having received a substantial gift of free accommodations from [redacted] in a prior year, a significant part of your response was to claim that Board member John Taylor was the one who directed that [redacted] get a contract and falsely claimed that you had nothing to do with it.
 - You lied about receiving a substantial gift of free accommodations and failed to file a Form 700 declaring the gift.
 - When asked about a lengthy affair with a former District employee, you lied about it and then made the malicious, defamatory and false claim that Board member Luis Reynoso had conspired with that employee and her husband to set you up in a sexual scandal just to discredit you.
- You enabled Board member John Taylor to make personal use of the District print shop repeatedly and over an extended period of time, for his own business and political activities, in violation of State law and District policies.
- You failed to keep the Board informed of significant District operational matters and on several occasions and actively misled the Board about District matters. Examples include:
 - You have provided professional services contracts to persons without ever bringing them to the Board for approval.
 - You provided a professional services contract to [redacted] and either buried or negligently permitted his name to be buried, among a list of substitute teachers on a Board consent agenda item that you knew the Board would routinely approve without much review.



- Although you were specifically hired because of your expertise and experience as a Chief Business Officer, you failed to stay informed and take leadership on the financial budget for the Measure L budget and projects, failed to inform the Board of the cumulative overall amount of the budget gap for Bond projects and never brought the Board a plan or proposal for addressing the substantial budget gap for Measure L bond projects.
- You told the Board President that Measure L information was “none of her business” and treated her requests for budget information as though it were inappropriate micromanagement.

Based on the foregoing, the Governing Board finds that you have engaged in conduct which is seriously prejudicial to the District, including, but not limited to unprofessional and abusive conduct toward Board members, employees, and others, neglect of duty, dishonesty, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the Governing Board of the District, and cause exists for the termination of your Agreement with the District and your removal from office as the Superintendent.

2. Supporting Documents

Mr. Hummel’s Investigation Report, including documentation in support of the charges against you is being sent with this letter. You received copies of most of the exhibits attached to his report weeks earlier, during your interviews with the independent investigator.

3. Conference

Pursuant to the terms of the Agreement, you are entitled to a meeting with the Trustees at which time you shall be given an opportunity to reply to the Trustees’ statement of grounds for termination. You have the right to have a representative of your choice present at the conference with the Trustees, however, if you choose to be accompanied by legal counsel at such meeting, you shall bear any costs therein incurred.

The conference with the Trustees shall be conducted in closed session at the next regularly scheduled Board meeting, on **September 14, 2016 at 5:00 p.m.**, unless mutually agreed otherwise. At the conclusion of the conference, the Trustees will take action to either terminate the Agreement or withdraw the proposed termination. The conference with the Trustees shall serve as your exclusive right to hearing on the charges against you and the Trustees’ determination shall be final and binding.



If you wish to have the conference take place in open session, you must contact my office by 4:00 p.m. on Tuesday, September 13, 2016 to request that the item be moved to open session.

Sincerely,

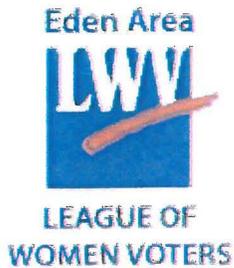
Mary T. Hernández

Mary T. Hernández

cc Members, Board of Education

Public Comments

City Clerk Lens



LWV—Eden Area CANDIDATE FORUM
FIND OUT HOW THE CANDIDATES STAND ON IMPORTANT ISSUES

Wednesday, Sept 21, 2016

City of Hayward Measure EE—Info only
6:00 to 6:15PM Fran David, Retired City Manager

TO ASSURE LOCAL CONTROL AND CLOSE ON-GOING DEFICITS, SHALL THE CITY OF HAYWARD BE AUTHORIZED TO ENACT A GENERAL TAX ORDINANCE NOT EXCEEDING 15% OF GROSS SALES FOR ALL PRODUCTS ASSOCIATED WITH MEDICAL OR ADULT USE OF CANNABIS, FROM CULTIVATION, DISTRIBUTION, MANUFACTURING, AND RETAILING OF CANNABIS OR PRODUCTS DERIVED THEREFROM, IF THE CITY OF HAYWARD PERMITS CANNABIS BUSINESS ACTIVITIES, SUCH TAX TO BE IN ADDITION TO ANY OTHER TAXES IMPOSED BY THE CITY OF HAYWARD OR THE STATE OF CALIFORNIA?

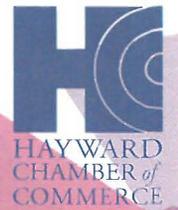
Hayward Unified School District
Governing Board Forum
(8 candidates invited)

6:15 to 8:15pm
Hayward City Hall Chambers, 777 B Street, Hayward

ROBERT CARLSON
TODD E. DAVIS
DANIEL GOLDSTEIN
WYNN GRCICH
JOE ORLANDO RAMOS
LUIS REYNOSO
JOHN I. TAYLOR
ANNETTE WALKER

Public Comments

Kim Huggett



31ST
ANNUAL

HAYWARD CHAMBER OF COMMERCE
BUSINESS



WEDNESDAY, OCTOBER 5TH, 2016
4:30 - 7:30 P.M.

UNDER THE GRAND WHITE TENT

of our host sponsor **ST. ROSE HOSPITAL**

27200 CALAROGA AVENUE, HAYWARD CA 94544

Sponsorship Opportunities Available

EXHIBITOR FEE:
\$250 CHAMBER MEMBERS
\$395 NON-MEMBERS

ENTRY FEE:
FREE TO CHAMBER MEMBERS
\$10 NON-MEMBERS

WWW.HAYWARD.ORG

22561 MAIN STREET, HAYWARD CA 94541 · (510) 537-2424 · INFO@HAYWARD.ORG

INITIAL SPONSORS



Russell City Energy Center
CALPINE

EXHIBITOR APPLICATION

31ST
ANNUAL

HAYWARD CHAMBER OF COMMERCE

BUSINESS

EXPO

2016

WEDNESDAY, OCTOBER 5, 2016

Organization Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

(check one) Chamber Member Non-Member

Contact Name: _____

Table \$250 Members \$395 Non-Members

SPONSORSHIP OPPORTUNITIES

Gold \$500

- VIP Reception
- Premier booth location
- Company name on all welcome banners displayed at the event
- Logo on all Print and Web advertising

Silver \$400

- VIP Reception
- Premier booth location
- Logo on all Print and Web advertising

Method of payment: Visa Mastercard AmEx Check

Card # _____ Exp: _____

Billing Address: _____ CC: _____

Will your exhibit require electricity? Yes No

Deliver in person, or send your completed application along with payment by Sept. 21, 2016 to the Hayward Chamber of Commerce, 22561 Main St., Hayward, CA 94541 or by Fax: 510-940-0153