Selectboard Present: Tracy Rogers, Chair; Jack Spanbauer; Julia Blyth

Also Present: Willie Morales, Town Administrator; Timothy Zessin, Town Counsel; Keith A. Minoff, attorney for Morales

Also Present: Bob McEwen; Deb Mero; Joe Graveline; Carol Lebo; Tom Walker; Barbara Brassor; Alex Meisner; Jenny Tufts; Nate Tufts; Roselyn Tufts; David Quinn; Robin Conley; others.

* The meeting was called to order at 3:10 pm.
* Rogers made a motion, seconded by Spanbauer, to enter into executive session under G.L. ch 30A, S21(a)(1) to discuss complaints and potential discipline against a public officer, employee, staff member or individual. Rogers said yes; Spanbauer said yes; Blyth said yes.
* Morales requested that the hearing be conducted in open session.
* Attorney Zessin recited the ten allegations contained in the March 20, 2018 letter of notification.
* Attorney Minoff made opening statements and noted that six of the ten allegations were addressed in the regular meeting of the Selectboard on March 6, 2018, and only items 6, 7, 8, and 9 were new. He requested to be informed of the stakes of this hearing.
* Attorney Zessin advised that the stakes are based on work performance and included a written warning, a verbal warning, all the way up to termination. The older complaints were included to illustrate a pattern.
* Morales requested to respond to several of the older complaints.
  + On allegation #5, dealing with the police chief’s contract being left in public, Morales said that he finds the action morally reprehensible, and denies involvement. He stated that document had not been edited since 2016, and that anyone in town hall could have used his printer.
  + On allegation #1, involving the issues around the Mitchell Gravel Pit, Morales admitted to not doing due diligence. He apologized for inviting Tufts, which he said was a mistake based on his newness to town and not understanding the complexities of the issue. He said he thought the town had permission through the building inspector, and did not brief the Selectboard because Town Counsel had recommended not addressing this in open meeting.
    - Spanbauer felt the board should have been fully briefed.
* Rogers outlined the issues behind the newer complaints.
  + On allegation #6, dealing with informing the board about retiree benefits, Rogers felt that Morales had withheld information that caused the board inconvenience and to have to schedule an emergency meeting in order to address this in a timely manner.
    - Morales explained that the timeliness was the burden of the employee seeking the benefits.
  + Rogers explained allegation #7, dealing with Morales’ failure to attend or notify anyone that he would miss a meeting to screen applicants for police sergeant.
    - Morales explained that he was not feeling well, not trying to be disrespectful.
  + Rogers explained allegation #8, that during a March 18, 2018 phone call regarding the budget and warrant, Morales reportedly raised his voice, used profanity, and said that Rogers’ questions were not her own. Rogers felt disrespected.
    - Morales explained that he was travelling in a snowstorm; he said both of them were laughing by the end of the conversation, and apologized for harming Rogers.
    - Rogers explained that communication between board members, the town administrator, and the finance committee had not been an issue with previous administrators, and that she feels as though she is constantly being put in the middle. She feels that this is a trust issue.
  + Rogers and Attorney Zessin explained allegation #9, regarding Morales’ access to hundreds of emails on the town server.
    - Morales requested emails from Guardian, the town’s server, between a previous town administrator, Brian Noble, and Police Chief Leighton from March to present with certain search terms including “mediation” and “hearing.”
    - Guardian’s policy requires that two employees sign this. The Treasurer/ Collector was the second signatory in this case.
    - Northfield Personnel Policy gives unrestricted access to the Town Administrator and Secretary, and warns that all emails are public records.
    - Attorney Zessin explained that it is the board’s intent that this authority be used cautiously and rarely, and that it was inappropriate not to contact the board first.
    - Attorney Minoff explained that restricting Morales’ right to access these emails would infringe on his right to defend himself, and that most of these emails would be subject to public records requests.
    - Morales had also checked phone records and found several calls between the town hall and Brian Noble. He said that details of the SRO position were edited by Brian, not the police chief, and felt that he could not mend fences with the chief when the chief does not feel the need to rely on him.
    - Spanbauer brought up the Oct 10, 2017 email in which Morales requested that the chief not speak to him, and said that the chief couldn’t work with Morales because of this.
    - Morales said the chief could have contacted him through the board, and that after the mediation Morales said in open session that this prohibition on speaking was lifted, and that recently he has had some personal conversations with the chief.
    - Rogers felt that seeking access to the emails was a breach of trust and that it looks like Morales is hiding something when he does not come to the board first.
    - Morales claimed that the town secretary also had access to his emails.
    - Morales informed the board that he does not have the technical ability to access other employees’ emails without going through Guardian, although he stated that the Personnel Policy gives him the authority to do so.
    - In response to Attorney Zessin’s question of what would prompt Morales to seek access to employees’ emails, Morales stated that he would do so to find evidence if something that was happening was not in the best interest of the town. Going forward, he would consult the board before.
    - Rogers felt that it was odd that the town administrator is the only one with the authority to access the emails; even as the chair of the board of selectmen, she cannot access emails.
  + Spanbauer addressed allegation number 10, involving not providing the board with timely access to documents.
    - Spanbauer referred to the dates set regarding the timing of the town meeting warrant in Morales’ goals drafted around the time of his performance review
    - Morales disagreed with the dates mentioned.
    - Attorney Minoff said that these complaints were not specifically on the hearing notice and as such Morales was not able to prepare.
* Attorney Zessin asked the board to determine which complaints were substantiated; he further explained that the board’s expectations were for a professional manner, even in cases where no policy was violated.
* The board determined to find items #5 and #6 unsubstantiated.
* On a motion by Spanbauer, seconded by Blyth, the board voted to issue a written warning against Mr. Morales including items #1-4 and #7-10 on the March 20, 2018 letter, and for Attorney Zessin to work with the chair of the Selectboard to draft the letter. Rogers said yes. Spanbauer said yes. Blyth said yes.
* On a motion by Rogers, seconded by Spanbauer, the board voted to authorize town counsel to work with Attorney Minoff on a separation agreement. Rogers said yes. Spanbauer said yes. Blyth said no.
* On a motion by Spanbauer, seconded by Rogers, the board voted to adjourn the meeting. Spanbauer said yes. Rogers said yes. Blyth said yes.

Recorded by Julia Blyth, Clerk.

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Selectboard Clerk Date Approved