

# Board of Directors

July 15, 2024 | 10:00 a.m. – 10:30 a.m.



## Onsite:

Greater Portland Transit District  
114 Valley Street, Conference Room A | Portland, ME 04102

## Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81569993494?pwd=MUQ2SzV3UzBuSkFFSmdsN1k3aVFhUT09>

Passcode: 131272 | Webinar ID: 815 6999 3494

Phone: (646) 558-8656 | Telephone participants: \*9 to raise hand, \*6 to unmute

## MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
<b>1. Call Meeting to Order (10:00)</b>	Ed Suslovic, Board President	N/A
<b>2. Public Comment (10:00-10:05)</b> The Board of Directors welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Ed Suslovic, Board President	Information
<b>3. Optional Executive Session (10:05-10:15)</b> The committee may enter executive session, if necessary, pursuant to 1 MRSA Section 405 (6) (A), to discuss a personnel matter. Any action must be taken in public session.	Ed Suslovic, Board President	Information
<b>4. Executive Director Recruitment (10:15-10:25)</b> The Board is asked to approve the Executive Committee's recommendation to the Board of Directors for the selection of Metro's Executive Director and employment contract.	Ed Suslovic, Board President	<b>ACTION</b>
<b>7. Adjournment (10:30)</b>	Ed Suslovic, Board President	<b>ACTION</b>

As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO's offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO's Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.

**EMPLOYMENT AGREEMENT BETWEEN  
THE GREATER PORTLAND TRANSIT DISTRICT (METRO)  
AND  
GLENN W. FENTON**

This Employment Agreement ("Agreement") is made and entered into this 15th day of July, 2024 by and between the Greater Portland Transit District, a quasi- municipal corporation duly organized and existing under the laws of the State of Maine (hereinafter "Metro"), by and through its Board of Directors (hereinafter "Board"), and Glenn W. Fenton (hereinafter "Executive Director").

**RECITALS:**

Whereas, the Board desires to employ the services of Glenn W. Fenton as Executive Director of the Greater Portland Transit District; and,

Whereas, Glenn W. Fenton desires to accept employment as the Executive Director of the Greater Portland Transit District; and,

Whereas, the parties desire to enter into this Agreement to establish the terms and conditions of employment, as negotiated and agreed to by the parties.

NOW, THEREFORE, in recognition of the foregoing Recitals and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

**Section 1. Duties**

Metro hereby agrees to employ Glenn W. Fenton as Executive Director of the Greater Portland Transit District to perform the functions and duties of the chief executive officer of the District and such other duties as may be assigned by the Board from time to time. The Executive Director agrees to well and faithfully serve Metro in said capacity and to devote his time, attention and energies to the performance of his duties hereunder to the best of his ability.

**Section 2. Term**

- A. The term of this Agreement shall commence on July 15, 2024 and shall continue until terminating on July 14, 2027 unless earlier terminated pursuant to the terms of this Agreement or unless a specific additional term is provided for by a subsequent amendment to this Agreement.

**Section 3. Termination, Notice and Severance Pay**

- A. The Board may terminate this Agreement for any or no reason, provided that the Board shall have given the Executive Director written notice prior to the effective date of such termination. In the event of termination under this Paragraph A, the Executive Director shall receive (1) six months' pay at his then current annual salary, commencing from the date the Executive Director receives written notice of termination; (2) health insurance benefits for the six months following written notice of termination of the Agreement at then current

coverage and contribution amounts; and 3) payment of all unused accumulated Paid Time Off (PTO) time, to be paid at the next regular pay date following the Executive Director's last day of work.

- B. This Agreement may be terminated at any time by mutual agreement upon such terms and conditions as may be agreed in writing by the parties. In the event of termination of the Agreement under this Paragraph B and unless otherwise agreed in writing, the Executive Director shall not be entitled to receive severance pay. However, he shall receive payment for unused accumulated PTO time.
- C. The Executive Director may terminate this Agreement by resignation, provided that he shall have given written notice at least sixty (60) days prior to the effective date of such resignation, or such shorter period as the Board, in its sole discretion, shall authorize. In the event of termination of the Agreement under this Paragraph C, the Executive Director shall not be entitled to receive severance pay. However, he shall receive payment for unused accumulated PTO time.
- D. The Board may terminate employment of the Executive Director for cause. In such an event, he will not be entitled to any severance pay or benefits, except for unused accumulated PTO time. Under these circumstances and in accordance with the laws of the State of Maine, the Executive Director shall (1) be given written notice explaining the reasons for termination under this paragraph D, (2) shall be given a hearing to respond to all of the reasons in the for-cause termination and allowed an opportunity to suggest possible cures to remedy the situation. The Board may terminate for cause for one or more of the following reasons:
  - 1. Inefficiency or incompetence;
  - 2. Insubordination against the direction of Board of action;
  - 3. Moral misconduct;
  - 4. Disability which renders the Executive Director unable to carry out the essential functions of the Executive Director's position, as shown by competent medical evidence;
  - 5. Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Executive Director written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Executive Director may file with the Board a written request for a hearing before the Board which shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Executive Director, setting forth the reasons and evidence for its decision. The Executive Director shall have the right to his own counsel at his own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

- E. No later than April 1, 2027, the Board shall approve a successor to this Agreement or express its intent by written notice to the Executive Director or by Board action to allow the Agreement to expire. If the Board fails to so act prior to April 1, 2027, the Agreement shall automatically renew for a period of one (1) year from the original expiration date. The Executive Director shall advise the Board of these timelines, in writing, at least ninety (90) days in advance.

#### **Section 4. Performance Evaluation**

The Board shall conduct an annual performance evaluation of the Executive Director in accordance with the following process:

- A. By February 15 of each year the Executive Director will submit to the Board a self-evaluation covering the period of the prior calendar year as well as an evaluation form to be completed by individual board members.
- B. By March 1, Board members shall submit the completed evaluation forms to the Board President.
- C. The Board's Executive Committee will conduct the Executive Director's performance evaluation prior to April 1.
- D. The Board of Directors will conduct the Executive Director's performance evaluation prior to May 1.

#### **Section 5. Salary and Fringe Benefits**

- A. The parties acknowledge and agree that the Executive Director position is a salaried position. The Executive Director's gross annual salary effective on July 15, 2024 shall be \$182,742. Salary adjustments shall be made on January 1 of each subsequent year through the term of the contract in the same percentage amount granted to non-union employees plus any further adjustment the Board believes is warranted to give based on the performance evaluation or other circumstances which the Board may feel compelled to consider. The salary hereunder shall be payable at the same time and in the same manner as other employees of Metro.
- B. Metro agrees to contribute on behalf of the Executive Director an amount equal to 15% of the Executive Director's base annual salary to MissionSquare Retirement (formally ICMA). Such contribution shall not reduce the Executive Director's base pay. The Executive Director may also contribute any amount allowed by law into the deferred compensation program.
- C. The Executive Director shall accumulate 26.64 hours per month in Paid Time Off (PTO). PTO accumulation shall not exceed 560 hours at any given time, except with the approval of the Board upon written request of the Executive Director. The Executive Director shall report to the Board at least annually on his used and accumulated PTO time and shall notify the Board President in advance of planned vacation use. Accumulated PTO time not exceeding 560 hours shall carry over from year to year.
- D. The Executive Director shall earn an optional 30-day sabbatical in year two. The sabbatical is to be taken in the summer and the Executive Director shall utilize 120 hours of his PTO time and the Board shall grant the additional 120 hours of sabbatical.
- E. The Executive Director shall be eligible for, except as detailed above, all other benefits that are offered to non-union Metro employees.

## **Section 6. Automobile Allowance and Expenses**

- A. The Executive Director shall be reimbursed for mileage expenses necessarily incurred in the conduct of business for Metro at the then current mileage reimbursement rate established by the Internal Revenue Service.
- B. Metro shall pay all reasonable costs associated with the Executive Director's attendance at professional meetings and conferences upon prior approval of the Board.
- C. The maximum amount allotted for mileage and travel expenses for the Executive Director is \$6,000 per year.
- D. The Executive Director shall receive a monthly stipend to cover costs related to maintaining a cell phone suitable to ensuring continuous on-call availability. The stipend amount shall be equal to the amount provided to other agency staff as stipulated in the agency's personnel policies.

## **Section 8. General Provisions**

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations of any kind.
- B. This Agreement may only be amended or modified in writing.
- C. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any laws, the provisions of this Agreement shall prevail. This Agreement shall be governed by the laws of the State of Maine.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall not be affected thereby, and shall remain in full force and effect.
- E. Except as expressly stated or otherwise provided for in this Agreement, the Executive Director shall be governed by the same policies governing other employees of Metro.

IN WITNESS WHEREOF, the Greater Portland Transit District has caused this Agreement to be duly signed and executed on its behalf by the President of the Board of Directors, and Glenn W. Fenton has signed and executed this Agreement, in duplicate counterparts, as of the day and year first above written.

GREATER PORTLAND TRANSIT DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ed Suslovic

President, Board of Directors

By: \_\_\_\_\_

Glenn W. Fenton

Executive Director

Date: \_\_\_\_\_



