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## Massachusetts Commission Against Discrimination

### Meeting Minutes

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**Date/Time:** May 2, 2024 at 1:30PM  
**Place:** Massachusetts Commission Against Discrimination  
**Thursday | May 2, 2024 | 1:30PM**  
**HYBRID MEETING - USING YouTube**  
[https://www.youtube.com/channel/UCh\\_wjAthLJTQf-KMgMGv1Yw](https://www.youtube.com/channel/UCh_wjAthLJTQf-KMgMGv1Yw)

The Commission conducted this public meeting remotely utilizing collaboration technology. Use of this technology is intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public.

All documents and presentations related to this agenda will be available for review on the MCAD website.

#### **Commissioners Present:**

Chairwoman Sunila Thomas George  
Commissioner Monserrate Rodríguez Colón

#### **1. Call to Order**

Chairwoman Thomas George called to order today's public meeting of the Massachusetts Commission Against Discrimination at 1:33 p.m. Roll call attendance was conducted; Commissioners Rodríguez Colón was present.

#### **Roll Call Vote:**

<i>Chairwoman Thomas George</i>	<i>Aye.</i>
<i>Commissioner Monserrate Rodríguez Colón</i>	<i>Aye.</i>

#### **2. Executive Session**

Chairwoman Thomas George called for a roll call vote to enter Executive Session at 1:35 p.m. under M.G.L. c. 30A, § 21(a)(2), to conduct strategy sessions in preparation for negotiations with the selected Executive Director candidate, Michael Memmolo, who is nonunion personnel of the Commission, and to conduct contract negotiations with the Executive Director candidate.

#### **Roll Call Vote to Unanimously Enter Executive Session:**

<i>Chairwoman Thomas George</i>	<i>Aye.</i>
<i>Commissioner Rodríguez Colón</i>	<i>Aye.</i>

Meeting resumed in open session at 4:05 p.m.

#### **3. Anticipated vote in open session to execute agreement resulting from contract negotiations with selected Executive Director Candidate**

The Commissioners, along with some managers, had successfully negotiated an employment contract for Mr. Memmolo, ensuring that all terms and conditions were thoroughly reviewed and agreed upon by all parties. Commissioner Rodríguez Colón and Chairwoman Thomas George both approved the final draft of the employment contract, expressing their satisfaction with the terms outlined. It was noted that the execution of the contract, including the final signatures and formal acceptance, would occur in the next few days, solidifying Mr. Memmolo 's position as the Executive Director.

Roll Call Vote to approve:

*Chairwoman Thomas George*                      *Aye.*

*Commissioner Rodríguez Colón*                      *Aye.*

4.        **Adjournment** - The meeting concluded at 4:25 p.m.

The meeting was adjourned with a motion by Commissioner Rodriguez Colón, seconded by Chairwoman Thomas George.

Roll Call Vote:

*Chairwoman Thomas George*                      *Aye.*

*Commissioner Rodríguez Colón*                      *Aye.*

#### **List of Documents and Other Items Used**

1. Notice of Meeting and Agenda dated May 2, 2024
2. Executive Director Employment Contract



# The Commonwealth of Massachusetts Commission Against Discrimination

1 ASHBURTON PLACE, ROOM 601, BOSTON, MA 02108

Sunila Thomas George  
Chairwoman

Monserate Rodríguez Colón  
Commissioner

Neldy Jean-Francois  
Commissioner

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (as may be amended from time to time, the “Agreement”) is made and entered into as of May 5, 2024 (the “Effective Date”) by and between the Massachusetts Commission Against Discrimination (“Commission/MCAD”), an independent state agency with a principal office and place of business at 1 Ashburton Place, Boston, Massachusetts 02108, and Michael D. Memmolo, 5 Atwood Ave, Stoneham, Massachusetts 02180 (“Executive Director”).

Whereas, the Commission desires to employ the Executive Director to render certain services to the Commission and the Executive Director desires to be employed by the Commission and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants, and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Executive Director and the Commission, hereby agree as follows:

### 1. Term of the Agreement:

This Agreement shall be in effect from May 5, 2024, through June 30, 2027 (Term of Agreement). A contract year (“Contract Year”), unless otherwise specified, shall commence on July 1 and end on June 30 of the following year. The first Contract Year shall commence on July 1, 2024, and end on June 30, 2025. The Commission shall notify, in writing, the Executive Director no later than 90 days prior to the expiration of the Term of Agreement as to whether the Commission intends to grant the Executive Director a successor contract. Upon an offer by the Commission to grant the Executive Director a successor contract, the Executive Director shall have 30 days to notify the Commission if he intends to negotiate in good faith to reach an agreement on a successor contract. Under such circumstances, if both parties are negotiating to reach an agreement on a successor contract and are not able to do so by June 30, 2027, this Agreement and all of its terms and conditions shall remain in effect until either a new contract is reached, or one party notifies the other that they no longer desire to complete a successor contract. If the Commission does not extend an offer to grant a successor contract, or if the Executive Director does not notify the Commission he intends to negotiate a successor contract, the Agreement shall terminate on the contract end date, at which point the Executive Director’s employment shall be at will.

### 2. Scope of Duties:

The Executive Director shall devote his full-time during business hours to the duties of his office, for a minimum of 37.5 hours per week, and such hours shall be logged in to the Commonwealth’s Self-Service Time & Attendance (“SSTA”) system and subject to overtime

provisions in the Commonwealth's Human Resources Division's Rules Governing Paid Leave and Other Benefits for Managers and Confidential Employees ("Red Book"). The Executive Director shall have the authority and responsibility to carry out the job duties as enumerated in the Commission's Executive Director job posting #24000129, which is attached hereto and incorporated herein as Appendix A.

### **3. Compensation and Benefits:**

- a. The Executive Director shall receive an annualized salary for the first Contract Year in the amount of \$190,000.00.
- b. The Executive Director's salary shall be eligible for all increases awarded to Commonwealth managers that are applicable to MCAD managers throughout the Term of Agreement.
- c. The Executive Director shall be eligible for health, life, dental, vision, and long-term and short-term disability insurance benefits through the Group Insurance Commission and consistent with the benefits received by other manager employees of the MCAD and the Commonwealth of Massachusetts.
- d. All MCAD policies and training applicable to MCAD managers shall be applicable to the Executive Director.
- e. The Commission shall pay for and promptly reimburse the Executive Director for any reasonable and necessary verified travel and out-of-pocket business expenses incurred in connection with the performance of his duties hereunder, in compliance with the MCAD's Commissioner, Managers, and Confidential Employees Expense Reimbursement Policy.
- f. The Executive Director shall receive paid vacation, sick, and personal time in accordance with the Red Book and accrue such time based on his years of Commonwealth service.
- g. The Executive Director will retain all of his accrued sick, vacation, and personal time balances as of the commencement of this Agreement.
- h. The Executive Director shall remain a member of the Commonwealth of Massachusetts' Employee Retirement System and retain his Commonwealth and MCAD creditable years of service as of the commencement of this Agreement.

### **4. Performance and Evaluation**

- a. The Executive Director shall faithfully conduct all duties articulated and outlined in Appendix A to the satisfaction of the Commission.
- b. Consistent with Appendix A, the Executive Director shall be evaluated annually by the Commission. Annual evaluation shall be through the use of the Commonwealth's Human Resources Division management performance review system ("MassPerform") on a cycle coinciding with the Contract Year and beginning with the first Contract Year. Performance evaluation through the MassPerform system shall include a SMART (specific, measurable, achievable, relevant, and time-bound) goal-setting meeting at the start of the Contract Year, a mid-Contract Year review, and a final evaluation at the end of the Contract Year consistent with the MassPerform ratings system of Exceptional, Highly Effective, Successful Performer, or Below. All steps in the MassPerform evaluation cycle shall be conducted at open meeting.

- c. If the Executive Director is trending to an overall Below (or the lowest MassPerform rating for managers, if rating terms are modified during the Term of Agreement) annual performance evaluation, the Commission shall notify the Executive Director and the Executive Director shall be afforded the opportunity during the entirety of the next portion of the performance cycle to cure his performance.

## **5. Termination**

This Agreement shall terminate on the date specified in Section 1, unless amended to extend the term hereof, or unless earlier terminated or suspended. This Agreement shall be terminable with or without cause by either party.

- a. If the Commission terminates the Agreement, without cause, between the Effective Date through the first Contract Year, the Executive Director shall receive nine months of full salary paid, in full, upon his last day, in addition to any unused accrued vacation time. If the Commission terminates the Agreement, without cause, in the second Contract Year, the Executive Director shall receive six months of his full salary paid, in full, upon his last day, in addition to any unused accrued vacation time. If the Commission terminates the Agreement, without cause, in the third Contract Year, the Executive Director shall receive six months of his full salary paid, in full, upon his last day, in addition to any unused accrued vacation time. Any termination of the Agreement by the Commission, without cause, shall be preceded by a 30-day notice period to the Executive Director, and the severance pay amount shall be calculated in accordance with the date of the notice of termination.
- b. If the enabling statute of the Commission is amended such that the nature and composition of the Executive Director position or the Commission is significantly changed or the Executive Director position is eliminated during the Term of Agreement, the Executive Director may terminate the Agreement in advance of the full Term of Agreement and shall be entitled to receive six months of his full salary, in addition to any unused accrued vacation time.
- c. If the Executive Director, for any reason other than as specified in subparagraph (b), terminates this Agreement in advance of the full Term of Agreement, as specified in Section 1, the Executive Director shall not be entitled to receive any salary or benefits for any period beyond the date of his termination of his employment other than any unused accrued vacation time.
- d. The Commission may terminate this Agreement with cause, which shall be for any of the following reasons: Executive Director's willful misconduct in the performance of his duties, dereliction of duties, an annual performance review of Below (or the lowest MassPerform rating for managers, if rating terms are modified during the term of this Agreement), intentional material breach of any of the Commission's policies, and/or the commission of fraud, embezzlement, theft, or any other material violation of law involving moral turpitude that occurs during the course of the Executive Director's course of employment. In the event the Executive Director is terminated with cause, he shall not be entitled to any salary or benefits for any period beyond the date of his termination other than any unused accrued vacation time.

This Agreement may be signed in counterparts, each to be deemed an original and enforceable Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

COMMISSION:

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Sunila Thomas George  
CHAIRWOMAN  
Date:

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Neldy Jean-Francois  
COMMISSIONER  
Date:

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Monserate Rodríguez Colón  
COMMISSIONER  
Date:

EXECUTIVE DIRECTOR:

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Michael D. Memmolo  
Date:

**APPENDIX A**[Return to MassCareers](#)

An Official website of the Commonwealth of  
Massachusetts

## MassCareers Job Opportunities

### **ALERT**

Effective January 25, 2024, Executive Order #627 cements the Commonwealth's well-established practice of skills-based hiring, paving the way to a more equitable hiring process. The Commonwealth is committed to ensuring a diverse and inclusive workplace where all employees feel respected, valued, and empowered to serve our citizens. Join us today!

## Job Description

### **Executive Director - (24000129) Description**

The Massachusetts Commission Against Discrimination (MCAD) is the independent state agency that enforces the Massachusetts anti-discrimination laws by investigating complaints of discrimination in employment, housing, public accommodations, and other aspects of everyday life. Pursuant to its mission to eradicate discrimination in the Commonwealth, the MCAD also offers remedial and preventative training, and publishes resources online such as model policies, posters, and guides.

The Executive Director is the executive, operational and administrative head of the Massachusetts Commission Against Discrimination ("Commission" or "agency") responsible for overseeing agency operations in service to the Commission's mission to eradicate discrimination in the Commonwealth. The Executive Director is responsible for developing and executing the Commission's strategic plan, and ensuring that the Commission fulfills its statutory mandates through respectful leadership of agency personnel, and open, collaborative communication with the Commissioners. The Executive Director manages the Commission's senior management team and other agency personnel and serves as the liaison between the three MCAD Commissioners and agency staff. The Executive Director reports to and is annually evaluated by the three MCAD Commissioners.

#### **Duties and Responsibilities (these are a general summary and not all inclusive):**

#### **I. Leadership**

1. In collaboration with agency Commissioners and senior leadership team works to develop strategic planning, and implements the Commission's vision, goals and objectives using

best business practices, available resources, and appropriate allocation of funds

2. Responsible for fostering a mission-forward agency culture, ensuring that strategy and allocation of resources serves the overarching mission to eradicate discrimination in the Commonwealth
3. Represents the agency to the public; serves as Commission spokesperson in dealings with the media and approves all agency press releases and publications
4. With respect to all assigned duties, communicates consistently, regularly, and effectively with the Commissioners in one-on-one and public meetings to ensure that the Commissioners are kept apprised of agency operational developments and fully briefed on Commissioners' meeting agenda items requiring discussion and a vote
5. Acts as primary liaison between agency and Commissioners and the MCAD Advisory Board, manages the relationship and works with the MCAD Advisory Board
6. In collaboration with key staff, drafts legislative recommendations and develops the Commission's legislative agenda; acts as the Commission's liaison to the legislature and stakeholders, acts as primary communicator to those groups on the agency's behalf including sending correspondence as the agency administrative head
7. Acts as primary liaison to the agency's federal partners; the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Housing and Urban Development (HUD)

## **II. Operations and Administration**

1. Oversees all operations, administration, budget and finances of the agency, personnel, and information technologies
2. Works with key staff to develop and implement internal policies, protocols, and procedures to effectuate agency programs and ensure compliance with all applicable state and federal laws, regulations, collective bargaining agreements, and requirements
3. Serves as manager of the senior management team and from time to time, various other supervisors
4. Attends and participates in all Commissioners' meetings, works with staff to prepare for meeting presentations and policy discussions, implements all Commissioner-approved actions or follow up as directed in meetings
5. Delivers reports to the Commissioners on activities generally within Executive Director control, i.e., agency operations, finances, budget status and preparation, audits, and overall agency management; prepares the Commissioners for votes on all matters appropriate for Commissioners to vote upon as generally provided for in M.G.L. c. 151B, sec. 3
6. Prepares the Commission's annual report
7. Serves as the appointing authority for the agency for all positions reporting up to the Executive Director and is responsible for maintaining an organizational structure that will best serve the mission and organizational goals, as well all personnel matters, including hiring Commission staff and instituting any necessary disciplinary or other corrective action. Approval by the Commission to create or backfill senior management positions is required; senior management positions are those that report directly to the Executive Director
8. Responsible for agency risk assessment, final budget preparation for presentation to the Commissioners, and agency operations
9. Identifies any risks to the reputation, safety, security, and finances of the agency and develops risk management policies and protocols; implements processes and procedures to mitigate risk by implementing the agency's Internal Controls Plan



10. Assesses organizational opportunities for improving agency operations including all of the considerations with respect to risk assessment
11. Responsible for final agency audit responses and corrective action
12. Oversees the planning and preparation of Commission publications including website, reports, email communications and letters, social media, informational and related materials to further the Commission's mandate and goals
13. Responsible for training of agency staff ensuring all are competent and knowledgeable of regulations, laws, policies, and procedures pertaining to their job responsibilities, including standardization in the use of agency application and systems
14. Responsible for overall buildings facilities management, security, safety issues, managing facilities relationships
15. Oversees and manages agency services and public information priorities and strategy including website and information technologies
16. Oversees all procedures regarding record management and retention / destruction, telecommunications, health and safety, security, quality assurance and mail
17. Oversees and manages procurement and purchasing, and inventory of supplies and goods and services
18. Responsible for the retention and security of agency data including the agency's case management (CMS) applications and systems Oversees all policies regarding replacement, security and maintenance on all computers, laptops, printers, copiers, faxes, telephones, and other electronic communication devices

### III. **Budget and Finance**

1. Responsible for the agency's budget process, supervising the accounting and related financial services, monitoring sources of agency funding
2. Presents yearly funding recommendations the Commissioners for approval
3. Oversees agency purchasing process, and ensuring that agency employees are informed about and follow OSD procurement policies and procedures, particularly regarding large vendor and consulting procurements, ensuring compliance with the Commonwealth's supplier diversity program
4. Develops and presents information to legislators, analysts and staff about Commission funding needs
5. Coordinates budget development with the Commonwealth's Administration and Finance budget staff; coordinates budget development strategies with House/Senate Ways and Means staff
6. Recommends administrative budget requests and budget allocations. Ensure proper and timely allocation of funds and transfers
7. Communicates budget needs to external constituents including the Executive Office of Administration and Finance, legislators, and legislative staff, including testifying in front of the Legislature's Joint Committee on Ways and Means
8. Ultimately responsible for executing and performance of the agency's federal workshare agreements

#### **Preferred Requirements**

Master's Degree or other graduate degree in Business Administration, Finance, Economics, Business, Law, Public Policy, Public Administration, or related field

Fifteen years of managerial experience with significant responsibilities in both administrative and financial responsibilities in a senior level position

Experience with federal and state civil rights laws and mandates

Experience with public policy

Ability to tactfully navigate challenging political environments and to keep all stakeholders informed and engaged

An understanding of performance management, lines of accountability, performance reviews, and the use of metrics to track and predict progress

Demonstrated record of success in management of a large and diverse staff

Experience working within a public body, Commission and with the Commonwealth's Open Meeting Law

Experience developing and enforcing and ensuring adherence to best practices business models

Demonstrates exemplary ethical standards by leading by example

Familiar with working with all types of media

Superior writing, analytical and verbal presentation skills

Ability to take initiative, use sound judgment, resolve problems and work effectively with all levels of staff and constituents

Experience working in state government

Knowledge and experience in the Commonwealth's budget process

Knowledge and experience in Human Resources

Fluent in more than one language

Ability to solve complex problems and engage Commissioners and key staff in the decision-making process

Ability to recruit, mentor, promote and retain a diverse group of talented colleagues

Reputation for good character, honesty, and integrity

Capable of managing multiple tasks that are time sensitive in pressure situations.

Experience with change management and / or transforming an organization

**Classification: Unclassified**

Annual salary range: \$172,000 to \$215,000

Please include a cover letter as part of your application addressed to the HR director, Shirani A. Jimenez

**Qualifications**

**MINIMUM ENTRANCE REQUIREMENTS:**

Applicants must have at least (A) eight (8) years of full-time or, equivalent part-time, professional, administrative, supervisory, or managerial experience in business administration, business

management, public administration, public management, clinical administration or clinical management of which (B) at least five (5) years must have been in a managerial capacity.

### Comprehensive Benefits

When you embark on a career with the Commonwealth, you are offered an outstanding suite of employee benefits that add to the overall value of your compensation package. We take pride in providing a work experience that supports you, your loved ones, and your future.

Want the specifics? [Explore our Employee Benefits and Rewards!](#)

**An Equal Opportunity / Affirmative Action Employer. Females, minorities, veterans, and persons with disabilities are strongly encouraged to apply.**

The Commonwealth is an Equal Opportunity Employer and does not discriminate on the basis of race, religion, color, sex, gender identity or expression, sexual orientation, age, disability, national origin, veteran status, or any other basis covered by appropriate law. Research suggests that qualified women, Black, Indigenous, and Persons of Color (BIPOC) may self-select out of opportunities if they don't meet 100% of the job requirements. We encourage individuals who believe they have the skills necessary to thrive to apply for this role.

**Official Title:** Administrator XI

**Primary Location** United States-Massachusetts-Boston-1 Ashburton Place

**Job** Unclassified

**Agency** Commission Against Discrimination

**Schedule** Full-time

**Shift** Day

**Posting Date** Jan 29, 2024

**Number of Openings** 1

**Salary** 172,000.00 - 215,000.00 Yearly

**If you have Diversity, Affirmative Action or Equal Employment Opportunity questions or need a Reasonable Accommodation, please contact Diversity**

**Officer / ADA Coordinator:** Shirani A. Jimenez - 6179946029

**Bargaining Unit:** M99-Managers (EXE)

**Confidential:** Yes

**Potentially Eligible for a Hybrid Work Schedule:** Yes