
Memorandum of Agreement

on

Work sharing and Cooperation

Between

**The Wisconsin Department of
Workforce Development**

Its Equal Rights Division (ERD)

and

The City of Madison's

**Department of Civil Rights
Equal Opportunities Division (MEOD)**

July 2016

**Memorandum of Agreement
on Work sharing and Cooperation
(To be referred to as "Work sharing Agreement")**

Statement of Purpose

The parties to this work sharing agreement are the Equal Opportunities Commission of the City of Madison (hereinafter, MEOD) and the State of Wisconsin Equal Rights Division of the Department of Workforce Development (hereinafter, ERD/DWD) The parties enter into this work sharing agreement recognizing that: it is the mutual policy of the State of Wisconsin and the City of Madison to eliminate discrimination in employment, housing, credit and public accommodations on a variety of bases common to the state anti-discrimination laws administered by the ERD/DWD and the local anti-discrimination laws administered by the MEOD; the ERD/DWD and the MEOD have long cooperated in the training of employees, exchange of information and exchange of advice; the activities of the MEOD complement and augment the service and enforcement capabilities of the ERD/DWD in carrying out its duties to administer the various state anti-discrimination laws, and vice versa; the ERD/DWD and the MEOD mutually respect each other's work; this work sharing agreement will better effectuate the purposes of the City and State to prevent and eliminate discrimination, to promote speedy and just processing of charges of discrimination, and to more efficiently and effectively use those resources available to guarantee equal opportunities in the State of Wisconsin..

The execution of this work sharing agreement rescinds each and every previously executed "Memorandum of Agreement on Work sharing and Cooperation" between the parties

- III. It is the intent of this work sharing agreement to apply to all cases—including, but not limited to, employment, housing, and public accommodations discrimination—over which the MEOD and the ERD/DWD have concurrent jurisdiction

In order to make it as simple and convenient as possible for aggrieved persons to file complaints with both agencies, the following procedures shall be utilized:

A.. Forms

The ERD/DWD and the MEOD will accept any complaints/charges filed on forms provided by either agency, so long as they are signed by Complainants

Dual Filing: Cases of Concurrent Jurisdiction

The complaint/charge forms of each agency will provide space for Complainants to indicate whether they wish to have their complaint/charge filed with both agencies. If a Complainant requests such dual filing, the agency receiving the complaint/charge shall send a copy of it to the other agency

C. Miscellaneous Issues

Where a person seeking to file a complaint with one agency raises (in addition to or instead of issues over which the agencies have concurrent jurisdiction) issues over which only the other agency apparently has jurisdiction, the person seeking to file the complaint shall be directed to the other agency

D. Exchange of Information, Access to Records, Confidentiality

The ERD/DWD and the MEOD shall cooperate with each other and provide each other with the information necessary to effectively and efficiently carry out the provisions of this work sharing agreement. Said cooperation shall include each agency permitting the other agency to have access to its records and case files as necessary.

Streamlined Processing

For purposes of this work sharing agreement, the Agency of First Processing is the agency (MEOD or ERD/DWD) which is designated to first process issues of concurrent jurisdiction to a final disposition in any given complaint/charge, regardless of whether the complaint/charge is actually dually filed:

- A. The Agency of First Processing shall be the agency (MEOD or ERD/DWD) which first received the complaint/charge, except where the agencies mutually agree otherwise. Reasons that the MEOD and ERD/DWD may agree to allow the agency that was second between them to receive the complaint/charge to nevertheless be designated as the Agency of First Processing include, but are not limited to, the following:

Request of person filing complaint/charge; temporary backlog at the agency first receiving the complaint; any other reason

The agency that is not the Agency of First Processing shall hold in abeyance any action on issues of concurrent jurisdiction in a given complaint/charge until a final disposition has been made by the Agency of First Processing

VI. A Full Faith and Credit

To the extent allowed by law, each agency shall give full faith and credit to the final disposition of issues of concurrent jurisdiction by the Agency of First Processing (as defined in V , above), regardless of what stage in the administrative process such final disposition occurred. Examples of final dispositions to which each agency shall give full faith and credit include:

1. Administrative dismissals (due to settlements or otherwise);
2. No Probable Cause Determinations;
3. Decisions on the Merits of the Issues

Election Option

In the event that the ERD/DWD administratively dismisses a housing complaint due to the election by a respondent to have a case heard in circuit court pursuant to section 101.33(6)(c)2 , the parties agree that:

4. The ERD/DWD will notify the parties at the time it administratively dismisses the case that the complainant may ask the MEOD to process the case.

The MEOD will activate its case file if it receives a request from the complainant in writing within thirty (days) of the ERD/DWD's administrative dismissal of its complaint.

The parties agree that this provision will remain in effect so long as sec.101.22 state statutes provides an election option without providing legal representation for the complainant.

VII. Effective Date

This agreement shall be effective as of the last date on any of the signatures below.

Amendments to Agreement

This agreement may be modified at any time by mutual consent of the parties.

Time Limit on Agreement

This agreement shall continue in effect so long as both parties consent to its operation.

Larry Jakubowski
Civil Rights Director
Equal Rights Division
Wisconsin Department of Workforce Development

Date

Byron Bishop
Division Manager
Department of Civil Rights - Equal Opportunities
City of Madison

Date