

MEMORANDUM OF UNDERSTANDING
Between Wisconsin Community Services, Inc. and the
Center for Driver's License Recovery and Employability, Inc.

1. Purpose and Scope

- 1.1 The purpose of this Memorandum of Understanding is to outline the partnership between the Center for Driver's License Recovery and Employability, Inc. (hereafter called "CDLRE" or "Center"), a Wisconsin non-stock corporation and Wisconsin Community Services, Inc. (herein after called "WCS"), a Wisconsin non-stock 501(c)(3) non-profit corporation.
- 1.2 WCS shall become the operating partner of the CDLRE, which is a collaborative and comprehensive effort to reduce the huge numbers of low-income drivers in Milwaukee County whose driver's licenses are suspended or revoked through direct service, system improvement (including advocacy), and restoration of universal driver's education. Other major partners in the CDLRE collaboration include, and are limited to, Legal Action of Wisconsin, Milwaukee Area Technical College, and the City of Milwaukee Municipal Court. In presenting itself to the public and to funders the CDLRE will use the following language, "Center for Driver's License Recovery and Employability, a collaboration among Wisconsin Community Services, Legal Action of Wisconsin, Milwaukee Area Technical College, and the City of Milwaukee Municipal Court."

2. Guiding Principles

- 2.1 The CDLRE, and its antecedents, designed and developed the concept and design of the service delivery system and identified the client base. Upon discontinuation of this MOU, the CDLRE maintains exclusive rights to the design and content of the CDLRE database. All design costs, not to include routine maintenance or standard reformatting, for the initial year of this agreement shall be paid for out of a separate line item from administration in the program's budget.
- 2.2 WCS will, for the duration of this agreement, serve as the contract administrator for grants and contracts that support the CDLRE and provide the administrative support necessary for its successful operation. CDLRE staff shall be employees of WCS and as such are subject to all personnel and compensation policies and practices of WCS. WCS will be involved in the coordination of other fund development efforts by major partners for the mutual benefit of the CDLRE and WCS. It is understood that other partners may pursue funding, part or all of which, would benefit the CDLRE, and that the CDLRE Administrator may collaborate in the development and pursuit of those grants. In those circumstances, the

primary grant recipient will be responsible for grant administration and WCS/CDLRE will be a subcontractor.

- 2.3 WCS and the CDLRE will work collaboratively in the best interest of both entities, providing oversight and assistance to the Center Administrator in the development of goals and outcomes and fund development.
- 2.4 WCS and the CDLRE will correspond and communicate with each other concerning program plans, the broadening and expansion of the client base, and the identification of issues of interest to both parties.
- 2.5 WCS and CDLRE will generally encourage ongoing liaison with each other and urge members of both organizations to develop increasingly effective communications and cooperation.
- 2.6 The CDLRE will reserve a number of referral slots for WCS each month as the operating partner in the collaboration; this number fluctuates based on capacity.

3. **The Role of CDLRE will be:**

- 3.1 To further develop and enhance the current project with a focus on public policy, systems advocacy, legislative changes, and restoration of public driver's education for low-income youth. This may include participation in efforts to expand and replicate the Center beyond Milwaukee County.
- 3.2 To better define the client base and makeup.
- 3.3 To continue vigorous fund development in consultation with WCS
- 3.4 To provide oversight, review of operational results, and evaluation of partner relationships.
- 3.5 To increase community awareness.

4. **The Role of WCS will be:**

- 4.1 To provide administrative support for the Center staff, sub-contracts, and grants administration. Because efficient data processing is so vital to both daily operations and fund development, special priority, wherever possible, should be given to understanding and meeting CDLRE database and data retrieval needs.
- 4.2 To provide overall administrative services, including accounting, human resources, audit, generally accepted financial policies and procedures, personnel policies, sound internal controls, and the safeguarding of all program assets.
- 4.3 To make available to the Center all services currently provided by WCS to its other programs, including but not limited to such items as liability insurance, directors and officers insurance (if needed), purchasing contracts and discounts, equipment repair and maintenance contracts, parking permits, and staff training.
- 4.4 It is understood that the liability of WCS under this agreement extends only to acts or omissions occurring during the term of the agreement.

- 4.5 To provide administrative support in grant applications and outcome reporting.
- 4.6 To work closely with the CDLRE in its function as an Advisory Board, its committees, and to assist the Center Administrator in the successful operations of the Center.

5. **The Center Administrator**

5.1 **Relationship to WCS**

- 5.1a The Center Administrator is an employee of WCS and as such is subject to all personnel and compensation policies and practices of WCS.
- 5.1b The Center Administrator reports directly to the Executive Director of WCS. The Center Administrator will be required to perform all administrative duties as assigned to this level of management staff within WCS, including but not limited to: administrative meetings; fund development; personnel meetings and evaluations; and preparing action plans and communicating to the Executive Director of WCS work plans and initiatives.
- 5.1c The Center Administrator will coordinate fund development proposals and applications with the WCS Development & Communication Administrator and will receive approval of final funding proposals from the WCS Executive Director or a designee in his or her absence.
- 5.1d The Center Administrator has responsibility for outcomes, and the authority to make operational decisions regarding day to day operations of the Center. He or she shall keep the CDLRE Board and the WCS Executive Director informed of important changes in Center policies that relate to referral, intake, triage, and case management. The Center Administrator will give prior notice to the CDLRE Board and WCS of any decisions that may have substantial impact on outcomes.
- 5.1e The Center Administrator shall be entitled to all fringe benefits to which all other employees of WCS are entitled and have an annual review of the compensation and performance by the WCS Executive Director in consultation with the CDLRE Board executive committee.
- 5.1f The Center Administrator shall have the authority to advocate for public policy changes, including direct lobbying of government officials at the local, state, and federal levels, in cooperation with the CDLRE Board. He or she must receive approval from the WCS Executive Director before advocating a position on behalf of the organization. The Executive Director may seek approval from the WCS Board of Directors as is prudent.

- 5.1g The Center Administrator will staff all advisory board, steering, and subcommittee meetings of the CDLRE as requested.
- 5.1h The WCS Executive Director will have the discretion to terminate the Center Administrator, but must seek approval of the CDLRE Executive Committee. Such action shall require a formal notification of this intent to the entire CDLRE Board and become effective upon written notice to the employee or at such later time as may be specified.

5.2 **General**

- 5.2a The Center Administrator will have the primary authority to disseminate marketing and program information to the various media outlets as it relates to marketing and public relations. He or she is tasked to increase the public and governmental awareness and recognition of the Center.
- 5.2b Any discussions with the media that pertain to possible problem areas or negative publicity must follow the WCS policy of clearing all press releases and media discussions with the Executive Director of WCS.
- 5.2c The sole contractor for legal services for the Center is to be Legal Action of Wisconsin. WCS will not develop an in-house legal services division or program for the duration of this agreement unless through written agreement with the CDLRE.

6. **The Organizational Relationships**

- 6.1 The CDLRE Board will serve as an advisory board to WCS. It will advise the Center Administrator on strategy, as well as help develop and monitor outcomes. It will review the Center's budget monthly.
- 6.2 Members of the CDLRE Board may be asked to attend, from time to time, meetings of the WCS Board of Directors for input, recommendations, or updates on activities of interest to both organizations. One member of the CDLRE Board will be appointed to the WCS Board of Directors.
- 6.3 CDLRE shall not exercise any power or authority nor engage directly or indirectly in any activity that would pose a substantial risk for WCS in continuing to qualify as a corporation described in Section 501 (c)(3) of the Internal Revenue code.
- 6.4 The Executive Director of WCS will serve as a member of the CDLRE, Inc. Board of Directors and its Executive Committee. He or she is responsible to attend board meetings once every other month, and executive committee meetings as needed, and to stay current on the meeting materials in the case of his or her absence.

7. **Terms**

- 7.1 The renewal term of this Memorandum of Understanding shall be for the period of January 1, 2010 through December 31, 2010.
- 7.2 Three months prior to termination, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended.
- 7.3 If mutually agreed by both parties, this Memorandum of Understanding may be renewed for subsequent one-year periods.
- 7.4 It is understood by both parties that at any time this Memorandum of Understanding may be terminated upon 90 days written notification from either party to the other. However, this notice requirement can be extended or compressed by mutual agreement. In the event of a termination of the MOU, it is required that all grants and contracts associated with the Center and any assets of the Center be distributed and transferred to the CDLRE, Inc. as a qualified 501 (c) (3), or to its successor or authorized representatives if CDLRE, Inc. does not meet the dissolution purposes as stated by the Internal Revenue code and the WCS articles of incorporation and bylaws.
- 7.5 Each party may disclose publicly the terms of this Agreement/Memorandum of Understanding.
- 7.6 Except as otherwise specifically provided, the terms and conditions of this agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing and signed by both organizations.
- 7.7 The invalidity or unenforceability of any particular provision of this agreement shall not affect its other provisions, and this Memorandum of Understanding shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

8. **Financial Considerations**

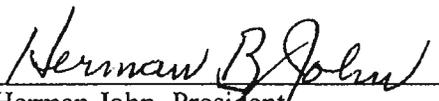
- 8.1 WCS will receive its usual and customary administrative indirect cost rate of no more than twelve percent as applied to all of its existing programs and services. This percentage shall not apply to in-kind revenue.
- 8.2 WCS shall not assign, transfer or delegate any of its responsibilities under this agreement without prior written consent by CDLRE, Inc.
- 8.3 Any substantial change in the organizational structure of WCS caused by such acts as a merger, joint venture, or dissolution will require that all grants and

contracts associated with the Center and any assets of the Center be distributed and transferred to the CDLRE, Inc. as a qualified 501 (c) (3), or to its successor or authorized representatives if CDLRE, Inc. does not meet the dissolution purposes as stated by the Internal Revenue code and the WCS articles of incorporation and bylaws.

8.4 Should, for any reason, the funding for the program or that of CDLRE, Inc. be terminated or discontinued, WCS would have the right and authority to continue the employment of the Center Administrator in the same or different capacity based on its available funds and the mutual acceptance by the employee.

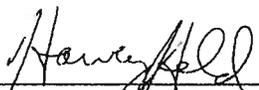
9. **Representations**

9.1 CDLRE, Inc. and WCS each have the power and authority to enter into this agreement and the agreements, documents and instruments relating hereto and to consummate the transactions contemplated hereby.



Herman John, President
Board of Directors
Center for Driver's License Recovery and Employability, Inc.

Dated: 10/15/09



Harvey Held, President
Board of Directors
Wisconsin Community Services, Inc.

Dated: 10/20/09

MEMORANDUM OF UNDERSTANDING

BETWEEN JUSTICE 2000 /COMMUNITY ADVOCATES AND CENTER FOR DRIVER'S LICENSE RECOVERY/ WISCONSIN COMMUNITY SERVICES

1. Scope

1.1 Justice 2000, Inc., ("Justice"), believes in the mission and has enjoyed its association with the Center for Driver's License Recovery and Employability ("CDLRE") Program. Justice and CDLRE enter into this Memorandum of Understanding ("MOU") to mutually insure a smooth transfer of the CDLRE Program to its new operating partner, Wisconsin Community Services, Inc. ("WCS"), in order for the CDLRE Program to continue and maintain its success in reducing the large number of low-income drivers in Milwaukee County, whose driver's license have been suspended or revoked ("WCS", together with "Justice" and "CDLRE" are hereafter referred to as "the parties").

2. Purpose

2.1 Because the CDLRE staff are currently members of the Justice staff and participate in the Justice benefit programs, the Board of Directors of Justice would like to receive assurance from WCS, that the following conditions will be met.

THEREFORE, it is hereby agreed by and between the parties as follows:

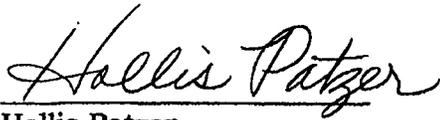
3. CDLRE and WCS will agree that:

- 3.1 All current CDLRE staff will receive employment on the date of Program transfer.
- 3.2 All CDLRE staff will receive health insurance and other available benefits, without interruption on January 1, 2010.
- 3.3 CDLRE will open a new indigent checking account using the Federal Identification Number of WCS.

4. Justice agrees that:
 - 4.1 Justice will pay for all employee work performed for the period of December 16, 2009 through December 31, 2009 on December 31, 2009.
 - 4.2 Justice will pay employees for all earned, but unused vacation through December 31, 2009 on December 31, 2009.
 - 4.3 Justice will deduct the January 2010 employee portion of health insurance as determined by WCS and remit to WCS.
 - 4.4 Justice will assist and accommodate all requests from governmental agencies or foundations in changing the grant awards from Justice to WCS.
 - 4.5 On or before January 20, 2010, Justice will provide the CDLRE Program and WCS with the final year-end financial report of income and expense.
 - 4.6 E-mail accounts of current CDLRE staff will expire on January 1, 2010. E-mail received after January 1, 2010 will be forwarded to new e-mail accounts provided that the new account names and addresses are provided to Justice by December 27, 2009.
 - 4.7 Justice will continue scheduling Mark Rosnow to maintain the CDLRE SQL database and provide reports through December 31, 2009 at the current rate.
 - 4.8 CDLRE may request ad hoc lists or reports only. Mark Rosnow will respond to CDLRE requests by quoting a time estimate before proceeding. The maximum time allotted to these requests will be capped at five (5) hours per week at a rate of \$75.00 per hour. This charge is in addition to the monthly hosting rental fee.
 - 4.9 From January 1, 2010 to March 31, 2010 Justice **will not make** any changes to the CDLRE SQL database. This includes posting any new pages, updating current pages, or adding tables or fields in the existing SQL database to capture new or changed CDLRE data items.
 - 4.10 Justice will transfer all CDLRE SQL data entered through March 31, 2010 in an MSAccess database format made available on a CD or by posting a secured zipped file to a secured password protected internet URL. Such data will be given to CDLRE on or before April 2, 2010.

5. It is mutually agreed upon between the parties:
 - 5.1 On or before January 29, 2010, either Justice will reimburse CDLRE for any surplus funds held by Justice or CDLRE/WCS will reimburse Justice for operating funds that Justice had to draw on its line of credit in order for the CDLRE program to have sufficient operating cash flow.
 - 5.2 Justice will transfer any funds received after January 29, 2010 allocated to CDLRE directly to CDLRE and WCS.
 - 5.3 WCS and CDLRE will incur the appropriate unemployment expense ("UC") as determined by the State of Wisconsin, Department of Workforce Development, Division of Unemployment Insurance, for any layoffs that may be required in the CDLRE program between January 1, 2010 to December, 31, 2010 by reimbursing Justice for all actual UC payments made to the State of Wisconsin.
 - 5.4 Justice will incur the appropriate unemployment expense as determined by the State of Wisconsin, Department of Workforce Development, Division of Unemployment Insurance, for any layoffs that may be required in the CDLRE program after January 1, 2011.
 - 5.5 Justice will incur the appropriate UC expense as determined by the State of Wisconsin, Department of Workforce Development, Division of Unemployment Insurance, for all CDLRE employees who may file for UC unemployment benefits against a different employer after WCS

We, the undersigned, have read and agree to abide by the terms and conditions of this Memorandum of Understanding.



Hollis Patzer
Executive Director
Wisconsin Community
Services, Inc.

Dated: 12/1/09



Joseph Volk
Executive Director
Community Advocates, Inc.

Dated: 12/1/09