

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE STATE OF WISCONSIN BY AND THROUGH THE MILWAUKEE COUNTY DISTRICT ATTORNEY'S OFFICE AND THE MILWAUKEE BOARD OF SCHOOL DIRECTORS**

This Intergovernmental Cooperation Agreement regarding an MPS Community Restorative Justice Prosecutor ("Cooperation Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_ 2012, between the State of Wisconsin by and through the Milwaukee County District Attorney's Office ("District Attorney's Office") and the Milwaukee Board of School Directors ("MPS").

**WHEREAS**, both parties to this Agreement qualify as "municipalities" authorized to enter into contracts for the receipt or furnishing of services pursuant to Wis. Stat. § 66.0301;

**WHEREAS**, the Restorative Justice Philosophy is a principle-based response to crime and other wrongdoing, which includes as three of its major tenets accountability to victims, competency building for offenders, and community safety for all involved, so all can move forward (Office of Juvenile Justice and Delinquency Prevention);

**WHEREAS**, MPS has begun to implement restorative justice practices in some of its schools and some MPS staff members have received training in restorative justice practices from the District Attorney's Office and others;

**WHEREAS**, the District Attorney's Office and MPS have determined that a Restorative Justice Prosecutor could assist in reducing crime in schools; in promoting achievement and success of MPS students; and in enhancing collaboration among MPS, the District Attorney's Office, and the juvenile and the criminal justice systems;

**WHEREAS**, MPS recognizes the educational goals of implementing restorative justice practices in the schools and believes that this effort will serve students, staff, and the community, and has therefore agreed to pay the costs of a Restorative Justice Prosecutor up to a total of \$78,000 per year;

**WHEREAS**, the Board on November 29, 2007 approved a Cooperation Agreement with the District Attorney's Office, and the term of said agreement has been extended once;

**WHEREAS**, the Board on October 28, 2009 approved a Cooperation Agreement with the District Attorney's Office, and the term of said agreement have been extended twice;

**WHEREAS**, the parties wish to continue their cooperative relationship by entering into another Cooperation Agreement for the provision of an MPS Restorative Justice Prosecutor;

WHEREAS, the Board on \_\_\_\_\_ approved a one-year cooperation agreement beginning on January 1, 2013 and ending on December 31, 2013;

**WHEREAS**, the Board on \_\_\_\_\_ approved this Cooperation Agreement and authorized the Board President and the Superintendent to execute this Cooperation Agreement under the following terms and conditions:

Now, therefore, for good and valuable consideration hereinafter set forth, the parties agree as follows:

1. The parties enter this Cooperation Agreement to create an MPS Restorative Justice Prosecutor to reduce crime in the schools, to promote student achievement and success in the further education and employment of MPS students, and to enhance collaboration among MPS, the District Attorney's Office, and the juvenile and criminal justice systems.

2. The MPS Restorative Justice Prosecutor will perform the duties set forth in the District Attorney's Office Job Description for the Community Restorative Justice Prosecutor for Milwaukee Public Schools, which is attached hereto as Exhibit A and incorporated herein by reference.

3. The MPS Restorative Justice Prosecutor shall serve under the direction and supervision of the District Attorney.

4. The District Attorney's Office shall have ultimate decision-making authority over the assignment of the individual(s) to the MPS Restorative Justice Prosecutor position, but it shall seek the input of MPS.

5. Upon the creation of an MPS Restorative Justice Prosecutor, the District Attorney's Office will assign an Assistant District Attorney in a full-time equivalent position to serve as the MPS Restorative Justice Prosecutor.

6. The State Prosecutors' Office ("SPO"), a division of the Department of Administration, shall pay the MPS Restorative Justice Prosecutor on a bi-weekly basis through the state payroll. The SPO shall invoice the District Attorney's Office on a quarterly basis for the Restorative Justice Prosecutor, which invoice shall contain the details of the salary and fringe benefits. Upon verification of the invoice's accuracy, the District Attorney's Office shall forward the invoice to MPS, which shall issue a check payable to the State of Wisconsin to the following address:

Department of Administration  
Drawer #622  
Milwaukee, WI 53293

MPS shall provide proof of payment of the invoice to:

James J. Martin, Deputy District Attorney  
Milwaukee County District Attorney's Office  
Safety Building, Room 405  
821 West State Street  
Milwaukee, WI 53233

7. Because the Assistant District Attorney's salary and benefits exceed \$78,000, the District Attorney's Office shall backfill the position and bill MPS at the rate of the Assistant District Attorney hired at or near the starting salary to fill the position and shall ensure MPS is billed accordingly.

8. Without regard to the Assistant District Attorney filling the MPS Restorative Justice Prosecutor position, the District Attorney's Office shall continue to backfill the position to ensure that MPS is billed at the rate of the Assistant District Attorney hired to fill the position, or if that is not possible given personnel assignment in the District Attorney's Office, at a comparable rate.

9. Any modifications to this Cooperation Agreement shall be in writing and signed by both parties.

10. The term of this Cooperation Agreement shall be from January 1, 2013 and shall expire on December 31, 2013.

11. Either party may terminate this Cooperation Agreement without cause upon delivery of a written notice to the other party specifying that the Cooperation Agreement shall be terminated no sooner than 60 days after the delivery of the notice of termination. MPS shall pay for any services actually rendered up to the date of termination.

12. This Cooperation Agreement is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, MPS reserves the right to terminate the Cooperation Agreement upon reasonable notice, with payment for services actually rendered up to the date of termination.

13. The District Attorney's Office shall be solely liable for all acts undertaken by the MPS Restorative Justice Prosecutor with respect to this Cooperation Agreement.

**APPROVED:**

THE STATE OF WISCONSIN BY  
THE MILWAUKEE COUNTY DISTRICT  
ATTORNEY'S OFFICE

MILWAUKEE BOARD OF SCHOOL  
SCHOOL DIRECTORS

\_\_\_\_\_  
By: JOHN T. CHISHOLM  
District Attorney  
Milwaukee County

\_\_\_\_\_  
By: MICHAEL BONDS, Ph.D., President  
Milwaukee Board of School Directors

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

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

\_\_\_\_\_  
By: GREGORY E. THORNTON, Ed.D.  
Superintendent of Schools

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

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