

## REVIVAL AND SIXTH AMENDATORY AGREEMENT

This **REVIVAL AND SIXTH AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO**, a body corporate and politic, with an address of 900 Grant Street, Room 702, Denver, Colorado 80203, hereinafter referred to as "DPS."

**WHEREAS**, the Parties entered into an Agreement dated March 16, 2004 to provide for assignment of on-duty Denver Police Technicians, referred to herein as School Resource Officers (SROs), at all DPS high schools and at one (1) middle school within the City, together with assignment of one (1) additional Denver Police Officer on overtime status to assist at one high school, all subject to payment by DPS to the City of funds as referenced in the Agreement, which Agreement was revived and amended on June 7, 2005, revived and amended August 7, 2007, revived and amended November 27, 2007, amended December 23, 2008, and revived and amended March 23, 2010; and

**WHEREAS**, the Parties now wish to revive and amend the Agreement to extend the Term through the traditional 2010-2011 school year, as set out in Exhibit A-4, attached and incorporated, extend the compensation to the City from DPS, as well as to otherwise modify the terms and conditions of the Agreement and ratify performance hereunder from and after August 7, 2007; and

**WHEREAS**, rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term and amend the Agreement in certain other respects;

**NOW, THEREFORE**, the Parties agree as follows:

1. That subsections A (1) and A (5) of Article 1 of the Agreement, entitled "**SERVICES TO BE PERFORMED BY DENVER POLICE TECHNICIANS, FUNCTIONING AS SCHOOL RESOURCE OFFICERS (SROs), OR BY DENVER POLICE OFFICERS**," as revived and amended, is further amended to read as follows:

04-194-F

**“A. Program Elements.**

(1) The City will assign from fifteen (15) on-duty Denver Police Technicians, to be referred to during such assignment as a School Resource Officer (SRO), throughout the eleven (11) City high schools including Lake and Skinner Middle Schools, during the traditional 2010-2011 school year. SROs assigned to each such school shall be assigned from the command of the Police District in which such school is located.”

2. That Article 4 of the Agreement, entitled **“TERM OF AGREEMENT,”** as revived and amended, is further amended to read as follows:

“4. **TERM OF AGREEMENT:** The term of the Agreement shall commence on August 18, 2003, and terminate on May 31, 2011, provided that the SRO to be assigned to the Denver School of the Arts shall commence his or her duties on January 6, 2004, and provided further that the Agreement may be renewed at the sole discretion of the City, with agreement by DPS, for an additional term, subject to appropriation of additional funds and amendment of this Agreement. The parties ratify all previous performance hereunder.”

3. That Article 5 of the Agreement, entitled **“PAYMENT; CONSIDERATION,”** is further amended to read as follows:

**“5. PAYMENT; CONSIDERATION:**

A. From August 18, 2003 through December 31, 2005, DPS agreed to pay, and the City agreed to accept, as full and complete compensation to the City for provision of the SROs and the additional Police Officer as specified above, the sum of Three Hundred Four Thousand Dollars (\$304,000.00) payable on a pro-rated monthly basis during the term hereof.

B. Consideration for SRO services from January 1, 2006 through May 27, 2010 were non-monetary and consisted of the following benefits and advances accruing to both the City and DPS:

The City benefited from performance of the Agreement in the following ways:

- Development and maintenance of a strong partnership with the youth in our communities as well as with DPS.
- Exceptional DPS students may have been recruited for the Denver Police Department’s Explorer program through SRO activity.
- Exceptional DPS students may have been referred to the Denver Police Department’s Recruiting Unit and encouraged to pursue careers in law enforcement with the City.

- Intelligence regarding gang and other criminal activity may have been received or developed by SROs during their routine activities at the schools.

Presence in the schools will allow SROs to take immediate law enforcement action and complete appropriate follow up investigations, thereby keeping district personnel available to respond to citizen's calls for service.

DPS benefitted from performance of the Agreement in the following ways:

- DPS had continual access to officers who acted as law enforcement liaisons with students, parents, faculty, school staff, and school administrators. SROs were liaisons between DPS and the criminal justice system, such as the Police Department and the courts.
- DPS received a highly visible law enforcement presence in and near schools. SROs assisted in keeping schools safe for a healthy learning environment.
- DPS received positive and professional law enforcement role models who regularly interacted with students, faculty, and administrators.
- DPS received immediate attention to criminal activity and crime prevention concerns from SROs, who also provided or obtained additional police or social services resources when appropriate or necessary.
- DPS students, staff, teachers, and administrators received law-related education from SROs, who ensured that personal safety and information classes were made available.

C. From May 28, 2010 through May 31, 2011, DPS agrees to pay, and the City agrees to accept, as full and complete compensation to the City for provision of SROs and the additional Police Officer as specified above, the sum of Six Hundred Thousand Dollars (\$600,000.00) payable on a pro-rated monthly basis during the term hereof. It is understood and agreed that any miscellaneous expenditure of the City hereunder, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The City and DPS acknowledge that (i) neither party by this Agreement irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party."

4. Paragraph 25 is added to the Agreement and reads as follows:

**“25. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** DPS consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. Except as herein amended, the Agreement is again revived, reaffirmed, and ratified in each and every particular.

**(BALANCE OF PAGE BLANK)**

IN WITNESS WHEREOF, the parties have executed the Revival and Sixth Amendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By:

By:

STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

DAVID R. FINE  
CITY ATTORNEY  
for the City and County of Denver

By:

Manager of Safety

By:

Assistant City Attorney

By:

Chief of Police

REGISTERED AND COUNTERSIGNED:

By:

Manager of Finance

Contract Control No. RC32036(6)

By:

Auditor

"CITY"

ATTEST: [If required by Corporate procedures]

SCHOOL DISTRICT NO. 1 OF THE  
CITY AND COUNTY OF DENVER AND  
STATE OF COLORADO

IRS/SSN 84-6001099

By:

By:

Title:

Name:

(please print)

Title:

EXHIBIT A-4

"CONTRACTOR"

Approved As To Form:

General Counsel

Denver Public Schools

# EXHIBIT A-4

## DENVER PUBLIC SCHOOLS 2010-2011 AMENDED School Year Calendar

Adopted June 1, 2010 by School District No. 1 in the City and County of Denver and the State of Colorado

*original copy of calendar*

JULY 2010	AUGUST 2010	SEPTEMBER 2010	OCTOBER 2010	NOVEMBER 2010	DECEMBER 2010
S M T W T F S 1 2 3 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
JANUARY 2011	FEBRUARY 2011	MARCH 2011	APRIL 2011	MAY 2011	JUNE 2011
S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

### NON-STUDENT CONTACT DAYS

Planning/Professional Days (No classes for students)

August 13, 16, 17, 18, September 20, January 3, 4, February 22, April 4, May 31

Total of 4.5 planning days - teacher self-directed planning. Total of 5.0 professional days - principal directed professional development. SUT to determine which non-student contact days are planned and which are professional. May 31 is 1/2 work day for teachers and 1/2 planning day.

### Parent/Teacher Conference Days (No classes for students)

October 28 (Schools may modify the day/schedule for parent/teacher conferences to meet the needs of the school community. Schools will also determine date and time for parent/teacher conference during 2nd semester.)

### Assessment Days (No classes for students, See \* and \*\* below for exceptions)

September 17, January 14, May 6\*, 27\*\*

\* May 6 - No Classes for Elementary, K-4, and Middle School Students

\*\* May 27 - No Classes for High School Students

### MISSING WALK-IN REGISTRATION

August 11, 12

### VACATIONING CLASSES

Independence Day - July 4

Labor Day - September 6

Veterans' Day - November 11

Thanksgiving Day - November 25

Christmas Day - December 25

New Year's Day - January 1

Martin Luther King Jr. Day - January 17

Presidents' Day - February 21

Coast Guard Day - March 31

(Observed March 28)

Memorial Day - May 30

### SEMESTER DATES

First Semester Begins 8:18, Ends 12:17

Second Semester Begins 1/5, Ends 6/27

### STUDENT REPORT DAYS

78 Days 1st Semester

92 Days 2nd Semester

170 Total Days

### TEACHER REPORT DAYS

85 Days 1st Semester

89 Days 2nd Semester

184 Total Days

### INTERIM ASSESSMENT DATES

September 7-16, November 29-December 10, April 25-May 5

### END OF COURSE/SEMESTER ASSESSMENTS

December 13-17, May 23-27

### END OF TERM TO BE FOLLOWED BY REPORT CARDS

ES, ECE-9 and MS Trimester: November 12, February 25, May 27

6-12, High School 6 Weeks: Sept. 24; Nov. 4; Dec. 17; February 18; April 14; May 27

6-12, High School 8 Weeks: October 13; December 17; March 14; May 27

The Calendar for the 2010-2011 school year is subject to the Board of Education's approval of the calendar. The calendar 2010-2011 calendar may be amended by the Board of Education to provide appropriate school year adjustments. All dates are subject to change without notice. Requirements as to reporting to the calendar.