

REVIVAL AND SEVENTH AMENDATORY AGREEMENT

This **REVIVAL AND SEVENTH AMENDATORY AGREEMENT** is made and entered into 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, collectively referred to as (“the Parties”).

WITNESSETH:

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, revived and amended March 23, 2010, and revived and amended May 2, 2011; and

WHEREAS, the Parties now wish to revive and amend the Agreement to extend the Term through the traditional 2011-2012 school year, as set out in Exhibit A-5, attached and incorporated and to extend the compensation to the City from DPS; 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; and

NOW, THEREFORE, the Parties agree as follows:

1. 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 25, 2012.”

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

“5. PAYMENT:

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 agreed to pay, and the City agreed 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.”

D. From June 1, 2011 through May 25, 2012, 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.”

3. Except as herein amended, this Revival and Seventh Amendatory Agreement is revived, affirmed and ratified in each and every particular.

Exhibit A-5 School Year Calendar

[SIGNATURE PAGES FOLLOW]

1st Day of School

DENVER PUBLIC SCHOOLS 2011-2012 School Year Calendar

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

JULY 2011						
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						

AUGUST 2011						
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28	29	30	31			

SEPTEMBER 2011						
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17	18	19	20	21	22	23
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OCTOBER 2011						
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30	31					

NOVEMBER 2011						
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30	31					

DECEMBER 2011						
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30	31					

JANUARY 2012						
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29	30	31				

FEBRUARY 2012						
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MARCH 2012						
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23	24	25	26	27	28	29
30	31					

APRIL 2012						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2012						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2012						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29

NON-STUDENT CONTACT DAYS

Planning/Professional Days (No classes for students.)

August 11, 12, 15, 16, 17; September 19; January 3; February 21; May 29
 Total of 4 planning days - teacher self-directed planning. Total of 5.0 professional days - 3 principal directed and 2 SLT directed. SLT to determine which non-student contact days are planning and which are professional.

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

October 28 (Schools may modify the daily schedule for parent/teacher conference 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 16; November 10; January 13**; May 4*

** **January 13--No Classes for Middle School and High School Students**

* **May 4--No Classes for Elementary and K-8 Students**

END OF TERM-TO BE FOLLOWED BY REPORT CARDS

ES, ECE-8 and MS Trimester: November 10; February 24; May 25
 6-12, High School 6 Weeks: Sept. 30; Nov. 10; Dec. 16; February 17; April 6; May 25
 6-12, High School 9 Weeks: October 7; December 16; March 9; May 25

MS/HS WALK-IN REGISTRATION

August 9, 10,

VACATION/NO CLASSES

HOLIDAY/NO CLASSES

Independence Day - July 4
 Labor Day - September 5
 Veterans' Day - November 11
 Thanksgiving Day - November 24
 Christmas Day - December 25
 New Year's Day - January 1
 (Observed January 2)
 Martin Luther King Jr. Day - January 16
 Presidents' Day - February 20
 Cesar Chavez Day - March 31
 (Observed March 26)
 Memorial Day - May 28

SEMESTER DATES

First Semester Begins 8/18; Ends 12/16
 Second Semester Begins 1/4; Ends 5/29

STUDENT REPORT DAYS

77 Days 1st Semester
 94 Days 2nd Semester
 171 Total Days

TEACHER REPORT DAYS

86 Days 1st Semester
 98 Days 2nd Semester
 184 Total Days

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: RC32036

Vendor Name: Denver Pulic Schools

By: David A. Sappis

Name: David A. Sappis
(please print)

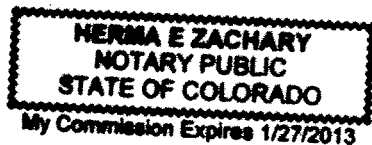
MS
KR

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: Michael S. Thomas

Name: Michael S. Thomas
(please print)



Title: Director of purchasing
(please print)

Approved as to form:
General Counsel
Denver Public Schools

A handwritten signature in black ink, appearing to be "M. S. Thomas", written over a horizontal line.

