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FIRST SOURCE EMPLOYMENT AGREEMENT

This Employment Agreement, in accordance with Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and LOWELL SCHOOL, INC., hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees whose jobs were created by the project to be funded with the proceeds of bonds issued by the District of Columbia, i.e., a portion of the costs of the acquisition of and renovations and improvements to the existing facility at 1640 Kalmia Road, N.W., Washington, D.C. (the "Project").

I. General Terms

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees for the Project.
- B. At no cost to EMPLOYER, DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- C. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Job Service, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- D. This Agreement shall take effect when signed by the parties below and shall be fully effective for the period the bonds remain outstanding and unpaid.
- E. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, loan or contract/subcontract.
- F. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and non-union) include all EMPLOYER'S job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, as a result of the Project, including loans, bonds, bids and contracts.
- G. For purposes of this Agreement apprentices and trainees, as defined in D.C. Law 2-156, are included.

- H. The EMPLOYER agrees that the EMPLOYER will inform all contractors and subcontractors for the Project with contracts in the amounts of \$100,000 or more that all of such contractors and subcontractors must comply with provisions of this First Source Employment Agreement regarding use of DOES for new hires for the Project and achievement of the 51% goal in hiring D.C. residents for the Project.

II. Recruitment

- A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as a result of the Project as soon as that need is identified.
- B. Notification to DOES shall include, but need not be limited to, the number of employees needed by job title, qualifications, anticipated hiring dates, rates of pay, hours of work, duration of employment and a summary of the work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the Project, the name, social security number and jurisdiction of residence (i.e., D.C., Maryland or Virginia) of all current employees, including apprentices trainees and laid off workers who will be employed on the Project.
- E. DOES is required to monitor EMPLOYER'S performance under this Agreement. Employer will cooperate in DOES' monitoring efforts and will submit a Contract Compliance Form to DOES on a quarterly basis. DOES will consider EMPLOYER requests for less frequent reporting as time passes.

III. Referral

- A. DOES will screen applicant according to the qualifications supplied by the EMPLOYER.

IV. Placement

- A. If requested by EMPLOYER, DOES will provide the EMPLOYER, at least sixty (60) days prior to the anticipated hiring dates (provided that the EMPLOYER has given DOES not less than 10 days prior notice of its hiring needs), with the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least three qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees. Although the EMPLOYER is not obligated to utilize DOES as the sole source for the recruitment, referral and placement of employees, the EMPLOYER will use its good faith efforts to select its employees from among the qualified persons referred by DOES.
- C. In the event DOES cannot refer the qualified personnel requested, in a reasonable amount of time mutually agreed upon and based on EMPLOYER'S need, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal in hiring D.C. residents for the Project pursuant to this Agreement, if EMPLOYER can do so without having to leave positions vacant.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES from any liability for employees' actions.

V. Training

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

VI. Controlling Regulations and Laws

- A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections the EMPLOYER will provide them to DOES.

VII. Agreement Modifications, Renewal and Sanctions

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of the Project to any other party by lease, sale, assignment or otherwise, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 - 2. Notify the party taking possession that full compliance with this Agreement is required as long as the bonds remain outstanding and unpaid.
 - 3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- C. The EMPLOYER'S non-compliance with the provisions of this Agreement shall be subject to appropriate sanctions by the D.C. Office of Finance and Treasury, IRB Program.

Dated this 7th day of December, 1993.

Signed:

Algon B. Williams → Director

DEPARTMENT OF EMPLOYMENT
SERVICES

LOWELL SCHOOL
EMPLOYER

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ADDRESS

202-726-9153
TELEPHONE