

ATTACHMENT J.2

U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

2005-2103 REVISION NO.: 11 DATED JUNE 13, 2011

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2103
Director	Wage Determinations		Revision No.: 11
			Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
 George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J.11
CURRENT COMBINED BARGAINING AGREEMENT
FOR SECURITY GUARDS

MEMORANDUM OF AGREEMENT

Between Local 32BJ, Service Employees International Union ("Union") and Securitas Security Services USA ("Employer").

The parties agree to modify the 2008 Washington D.C. Security Contract ("2008 Contract") as follows:

1. The Employer shall not be required to pay contributions to the Building Service 32BJ Health Fund ("32BJ Fund") under Article 19 of the 2008 Agreement on behalf of Ana Rosales (the "Employee"), so long as she continues to elect to receive family coverage under the health benefit plan currently provided to her by the Employer.

2. The monthly co-premium that the Employee will be required to pay for such coverage shall equal the difference between the monthly premium that the Employer is required to pay its carrier for such coverage and the monthly rate of contribution to the 32BJ Health Fund for full-time employees as set forth in Article 19.1(B) of the 2008 Contract. For example, if the monthly rate the Employer is required to pay to its carrier during 2008 is \$523.48, then the Employee's monthly co-premium will be \$276.48 ($523.48 - 247$). The Employer may collect the co-premium through periodic payroll deductions, if authorized in writing by the Employee to do so.

3. Should the Employee cease being employed by the Employer, her replacement shall be covered by the 32BJ Fund pursuant to Article 19 of the 2008 Contract.

4. If the Employee no longer wishes to purchase family coverage from the Employer's carrier, she shall become covered by the 32BJ Health Plan under Article 19 of the 2008 Contract and the Employer shall pay contributions to the 32BJ Fund on her behalf.

5. Disputes between the Employer and the Union as to the application or interpretation of this Memorandum of Agreement shall be subject to the grievance and arbitration provisions of the 2008 Contract.

By:


SEIU, Local 32BJ

Dated:

April 11, 2008

By:


Securitas

Dated:

April 10, 2008

2008 Washington D.C. Security Contractors Agreement

Between

SECURITAS

And

Service Employees International Union, Local 32BJ

Effective

April 9, 2008 through June 30, 2012

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Article I
Recognition

- 1.1** (a) This Agreement shall apply to all full-time and regular part-time security officers employed at or assigned to the locations in Washington D.C. attached as Appendix A, excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act.
- (b) This Agreement shall also apply to accounts or locations in Washington D.C. that the Employer acquires subsequent to the effective date of this Agreement at (i) multi-tenant Class A commercial office buildings of at least 100,000 square feet of commercial leased space and no single tenant or user (including any affiliate of such tenant) occupies in excess of 60% of the actual leased and rented space, (ii) single-tenant Class A commercial office buildings where the Union represents employees who perform cleaning or other building services, (iii) public facilities, public arenas, convention centers and similar facilities operated by state and/or local authorities, (iv) buildings and facilities operated by any Federal agency or entity and subject to the Service Contract Act, and (v) other buildings or facilities that the Union and Employer agree will be covered by the Agreement; except that economic terms and conditions at buildings or facilities other than office buildings as defined in paragraph 6(A) of D.C. Official Code § 32-1002 shall be set forth in Riders applicable to each such building or facility. Each such subsequent building shall be added to Appendix A. Notwithstanding the foregoing, if the Union becomes the representative of employees who perform cleaning or other building services at a single-tenant Class A commercial office building that is not currently a covered location, the Agreement shall apply at that building as of the date the Union is recognized or certified as the bargaining representative of such other building service employees.
- (c) Security officers employed by a tenant or customer at a covered location shall not be covered by this Agreement.
- 1.2** The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent.
- 1.3** The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.
- 1.4** Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, hours of employment, present wage rates,

telephone number, and job classification of each employee working at the locations subject to this Agreement.

- 1.5 The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, telephone number, work location, job classification, part-time/full-time status, and wage rate of each new employee engaged by the Employer subject to this Agreement.
- 1.6 Immediately upon notification that the Employer has become a service provider at a new location, the Employer shall notify the Union in writing, sent by facsimile to the Union's offices in the District of Columbia, of the new location and the date on which it is to commence performing work at that location.
- 1.7 If the Union and Employer are unable to reach agreement regarding economic terms and conditions for any location subject to a Rider, the dispute resolution procedure agreed to and set forth in the attached side letter shall apply.
- 1.8 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employee selecting the Union as their collective bargaining agent.
- 1.9 Upon the Union's demonstration that a majority of Security Officers at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations as defined in Article 1.1(b) at the Union's option, have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative for that location or locations.

Article II

Union Security

- 2.1 In so far as permitted by law, it shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following the date this Article applies to their work location or their date of employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

Article III
Check-Off

- 3.1 The Employer agrees to deduct each month monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, and all legal assessment due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Union will furnish the necessary authorization forms to the Employer.
- 3.2 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by the twenty-fifth (25th) day of each month. If the Employer fails to deduct or remit to the Union the dues or other monies by the thirtieth (30th) day from the date that such dues or other monies should have been deducted or remitted, the Employer shall pay interest on such dues, initiation fees, agency fees, or contributions at the rate of one (1) percent per month beginning on the thirtieth (30th) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 3.3 If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.4 The Union agrees to indemnify and hold the Employer harmless with respect to any actions, claims, proceedings, suits or liability of any kind arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Article.
- 3.5 At the time of hire, the Employer shall give to new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, and, where appropriate, other applicable forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Article IV
Discharge and Discipline

- 4.1 Employees may not be discharged or disciplined except for just cause. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge or discipline, within a reasonable period of time not to exceed ten (10) business days after the discharge or discipline.
- 4.2 All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably

believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

- 4.3 Employees shall have a trial or probationary period of ninety (90) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article 23 below.

Article V

Drug Testing and Background Checks

- 5.1 The Employer shall have the right to require applicants to be drug tested or screened to satisfy other reasonable background checks or requirements reasonably imposed by either the Employer or its customers. Applicants who fail to satisfactorily complete such pre-employment tests, screens or checks may be denied employment without resort to the grievance or arbitration procedure.
- 5.2 The Employer may also test a current Employee for reasonable cause (suspicion) and/or after an accident involving such Employee that has occurred while the Employee was on duty. Refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated.
- 5.3 There shall not be any deductions from pay for the cost of employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer.

Article VI

No Strikes, Picketing or Other Interruption of Work/ No Lockouts

- 6.1 There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. At any location covered by this Agreement, the Union shall not engage in any handbilling, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the employees will remain on the job for the protection of life, limb, and property, and shall not be required to assume duties outside the scope of this Agreement.
- 6.2 The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, including

members of this bargaining unit, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

Article VII

Management Rights

- 7.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer; to transfer or relocate and/all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times and determine the work duties of Employees; to require that duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even through Employees at that location may be terminated or relieved from duty as a result.

Any of the rights, power or authority the Employer has when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union, except those specifically abridge or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.

The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of Employees during working hours. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

- 7.2 The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.
- 7.3 The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has

cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer ("Other Location") in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off with the right, subject to the Employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

Transfers or removals of employees shall not be arbitrary or retaliatory. Pursuant to this section 7.3, there shall be no obligation on the part of the Employer to remove, substitute, or displace an employee at a particular site or location.

- 7.4 The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.
- 7.5 Upon not less than two (2) weeks advance notice to the Union, the Employer may subcontract, in accordance with a good faith request or demand of a client or customer, to any person, firm, corporation, or entity, bargaining unit work presently performed by employees in the bargaining unit.

Article VIII
Non-Discrimination

- 8.1 There shall be no discrimination against any Employee by reason of race, creed, color, age, religion, disability, national origin, sex, sexual orientation, union membership, or any other characteristic to the extent protected by applicable law. All such claims shall be subject to the grievance and arbitration procedure. Arbitrators shall appropriate law in rendering decisions based upon claims of discrimination.

Article IX
Contractor Transition

- 9.1 When taking over or acquiring an account or location covered by a collective bargaining agreement with the Union, the Employer will offer employment to and hire incumbent employees who have been employed at the account or location for

at least six (6) months and who accept the offer of employment, and to the extent permitted by law shall recognize the Union as the bargaining representative of the employees and apply this Agreement to the account or location. Employees who have been employed at the account or location for less than six (6) months, shall be required to complete a probationary period of employment in accordance with section 4.3 of this agreement. Employees enjoying higher wages or better benefits than provided for herein shall continue to enjoy at least the same. Nothing in this section shall preclude the Employer from reducing the staffing complement at any account, facility, or location, or portion thereof, provided that any such reduction is done by seniority within classification at the location and otherwise complies with applicable law. The Employer may adjust hours worked on takeover of the account or location, provided such adjustments are not arbitrary.

- 9.2** If the Employer takes over a job subject to a Rider agreement with the Union, it may adopt the Rider with regard to economic terms applicable to the account or location, rather than applying the terms of this Agreement.
- 9.3** Employees retained by the Employer shall be given credit for length of service with the predecessor employer(s) for all purposes, including but not limited to seniority (as defined in Article 10), benefits, and vacation entitlement, except that retained employees who were employed at the account or location for less than six (6) months shall be subject to a new ninety (90) day probationary period.
- 9.4** If the Employer loses an account or location, it shall pay all unused accrued vacation and personal leave to employees that the Employer does not retain in the last paycheck. The successor Employer's obligation for benefits shall commence on the date that it takes over the account or location. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) weeks notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.
- 9.5** The Employer shall provide notification to the Union of cancellation of an account or location within five (5) business days of such written notification to the Employer. Upon the Union's written request, the Employer shall provide to the Union within ten (10) business days, the names of all employees at the account or location, their wage rates, full- or part-time status, dates of hire, and leave balances.
- 9.6** The Employer shall notify the Union that it is taking over an account or location at least ten (10) business days prior to commencement of services at the account or location.

- 9.7 Where the Employer loses an account or location and the successor Employer does not hire all of the predecessor Employer's employees, any laid off employee who has completed the probationary period shall have the right, for three (3) months, to fill positions within the employee's classification that may become available at other accounts or locations of the predecessor Employer that are subject to this Agreement, provided the employee is qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph.

Article X **Seniority**

- 10.1. After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer that is, as of the effective date of this Agreement, party to a collective bargaining agreement with the Union covering security officers in Washington D.C., from which the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of establishing a seniority date, if different from the date of hire with the Employer, shall be on the employee and based on documented proof. The Employer and the Union shall attach hereto an Appendix B containing a list of all employees at the sites covered by Article 1.1 and their agreed upon seniority dates.
- 10.2. After completion of the probationary period as described in Paragraph 4.3 of this Agreement, newly hired employees shall attain seniority as of their original date of employment.
- 10.3. Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:
- 10.3.1. Resignation, retirement, or voluntary termination;
 - 10.3.2. Discharge for cause;
 - 10.3.3. Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
 - 10.3.4. Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or

- 10.3.5.** Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.
- 10.4.** Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.
- 10.5.** In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service in the building.
- 10.6.** An employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided the Employee is qualified, suitable, and available to work. Seniority shall be determinative only when all other job-related factors are equal.
- 10.7** The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by section 1.1 of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.
- 10.8** Part-time employees shall be given preference by seniority in bidding for open full-time positions, provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.
- 10.9** The Employer will post all job vacancies on a mutually agreed-upon location in Washington D.C..

Article XI

Training

- 11.1** The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.

- 11.2 Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.
- 11.3 Unless otherwise addressed herein, Employees shall not be required to pay for the cost of any training required by the Employer. The Employees shall be responsible, however, for the payment of all applicable state (or District) licensing fees. All individuals who desire to work for the Employer must complete Security Officer Basic Course ("SOBC") training prior to beginning their employment. Any time spent in SOBC training or any other pre-employment training shall not be considered compensable time. Unless otherwise required by law or addressed elsewhere in this Agreement, whether other available training is compensable or non-compensable time is addressed in Appendix C attached hereto.

Article XII

Workweek, Overtime

- 12.1 Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hour laws.
- 12.2 Employees who work in excess of forty (40) hours during a workweek shall be paid at one-and-one-half (1½) times their regular hourly rate of pay. Unless otherwise required by law, hours not actually worked shall not be included in the overtime calculation. There shall be no pyramiding or duplication of hours for the purposes of overtime calculation.
- 12.3 Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute paid lunch break during the day, on the premises if employees are required to remain on the premises, and, if no relief is available, at the post.

Article XIII

Method of Pay

- 13.1 Employees shall be paid on a bi-weekly basis. Unless prevented by an intervening holiday or other event, Employees shall be paid no later than eight (8) days after the pay period ends. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2 At no cost to the employee, an employee may elect to have his or her paycheck electronically deposited at the employee's designated bank. If an Employee fails

to elect electronic deposit, he or she may utilize the Company's paycard program or elect to be paid by check.

Article XIV

Wages

- 14.1 On April 9, 2008, all employees shall be paid \$12.40 hourly or receive an increase of \$.50 hourly, whichever results in a higher rate of pay.
- 14.2 No employee employed on the effective date of this Agreement shall have his or her hourly wage reduced as a result of this Agreement.
- 14.3 Notwithstanding any other provisions of this Agreement, the wage rates, benefits, and conditions of employment for services performed pursuant to contracts with any agency, department, or division of the United States Government, or for services performed in any premises leased or rented by any such agency, department or division, shall be not be less than the wage rates, benefits, and conditions of employment established by the Secretary of Labor, if such wage rates, benefits, and/or conditions of employment are more favorable than those provided for herein.
- 14.4 No employee employed on the effective date of this Agreement shall have his or her hourly wage reduced as a result of this Agreement.
- 14.5 (a) It is agreed to and understood by the Union and the Employer that certain events and/or circumstances will have the effect of re-opening this Agreement for purposes of bargaining economic terms and conditions of this Agreement. Those events and/or circumstances are as follows:
1. Any increase in the applicable Wage Determination which is referenced in D.C. Official Code Section 32-1002;
 2. Any ruling, finding, award, and/or determination that the manner in which this Agreement is being administered is not in compliance with D.C. Official Code Section 32-1002;
 3. In the event that local or federal legislation requires employees covered by this Agreement to be paid wages and/or benefits more favorable than those provided for herein.
- (b) The parties agree that the sole purpose of any such reopener is to negotiate increased wage and benefit levels that comply with applicable law. Nothing herein shall be construed to permit the Employer to decrease the wage or benefit levels enjoyed by employees prior to the reopener. In the event that the parties cannot agree within two weeks of the re-opener, or any transition period provided under applicable law or regulation, until such time as agreement is reached, any additional monies

necessary to comply with any new wage determination shall be allocated, until exhausted, in the following order: the cost of the contributions as set forth in and provided for in Article 19 of the agreement for health benefits; to the cost of the vacation benefit provided for in Article 18 of the agreement; and then to wages.

(c) In the event of a re-opening relative to economic terms and conditions of this Agreement, the parties further agree that all other non-economic terms and conditions of this Agreement shall remain in full force and effect during the term of this Agreement.

- 14.6 It is further agreed and understood by the Union and the Employer that any overtime paid to employees covered by the Collective Bargaining Agreement shall be paid using the employee's regular rate of pay as determined in Article 14.1.

Article XV **Holidays**

- 15.1 The following are designated as holidays on the days on which the holidays are legally observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve, and Martin Luther King's Birthday.
- 15.2 Employees who work on any holiday listed in Article 15.1 shall be paid holiday pay at one-and-one-half (1½) his/her hourly rate. Employees not working on a holiday shall not receive holiday pay.
- 15.3 The Employer shall post a list of the holidays observed at the building at each work site.

Article XVI **Leaves of Absence**

- 16.1 Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least two (2) years. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.
- 16.2 The Employer shall provide Employees with leaves of absence for Union-related activities, where practicable, not to exceed thirty (30) days per calendar year. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any

period of time, and agree that the number and duration of such leaves shall be reasonable.

- 16.3 Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 16.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may effect eligibility for vacation and health and welfare benefits.
- 16.4 The Employer agrees to comply with the provisions of applicable state and federal family leave laws, including the D.C. Family and Medical Leave Act and D.C. Parental Leave Act.
- 16.5 All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article XVII

Uniforms

- 17.1 The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Only where the uniforms issued to the Employee required dry-cleaning or other unique care, shall the Employer be responsible for the cost of such care. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.
- 17.2 All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.

Article XVIII

Vacation

- 18.1 All vacation will be based on an accrual system, which is a bi-weekly (per pay period) prorated amount of vacation earnings.
 - 18.1.1 Fiscal Year Schedule: All vacation schedules will be based on a fiscal/calendar year schedule (January 1st - December 31st). After an Employee's first year transition period, all vacation will be available on a calendar year.
 - 18.1.2 Vacation Availability: Employees will both earn (accrue) and use their vacation during the calendar year.
 - 18.1.3 Advanced Vacation: Subject to the conditions of this provision, Employees will be able to take all eligible vacation time in advance of earning it (see example below). In the event an Employee separates from employment and he or she has taken vacation not yet earned, the

advanced hours will be deducted from the final paycheck if state law permits. Employees may not take more vacation than they would have accrued in the calendar year. The Employee must sign the appropriate "Request for Vacation" form prior to being allowed to use advanced but unearned vacation.

18.1.4 Vacation Eligibility: All Employees' hours will be reviewed periodically to determine qualification for vacation accrual. Employees who average 35 or more hours (for all paid hours in the review period) shall accrue vacation as set forth in 18.2. Employees who average less than 35 hours (for all paid hours in a twelve (12) month review period) shall accrue vacation on a pro rata basis.

18.1.5 Buy-Back of Vacation: Employees can "buy back" time if earned time is available and they have a positive balance. Unearned vacation will not be advanced for the purposes of a buy-back.

18.1.6 Vacation Carryover will not be allowed; however, unused vacation can be "bought back".

18.1.7 Vacation pay shall be paid at the employee's regular straight time hourly rate of pay, on the payday immediately preceding the week in which the vacation days fall.

18.1.8 When compatible with proper operation of the facility, selection and preference as to the time of taking of vacations shall be granted to employees on the basis of seniority.

18.1.9 Employees shall be paid unused vacation on a *pro rata* basis upon their termination of employment for any reason.

18.2 Standard vacation for full-time Employees will be accrued on a pay period basis on the following schedule:

Years of Service (see 10.1)	Tier	Maximum Vacation allowance	Vacation accrued/earned per pay period
Less than one year	No vacation available	None	None
1 Year	One	5 days (40 hours)	1.53 hours
3 Years	Two	10 days (80 hours)	3.08 hours
8 Years	Three	15 days (120 hours)	4.62 hours
- Upon reaching the next tier anniversary date, Employees will begin to accrue at the next higher rate.			

18.3 Employees reaching their first year anniversary dates (transitioning Employees): In the pay period following their first anniversary date, full-time Employees will

begin to accrue vacation each pay period and will be eligible for a pro-rated amount of time to use from their first anniversary date through the end of the calendar year. If the Employee's first anniversary falls in December, the hours earned in December will be paid out automatically.

18.3.1 Beginning on January 1st of the next year, Employees will be on a calendar year schedule and will begin again to accrue each pay period.

Example: John's date of hire is 7/1/07. He averaged at least thirty-five (35) paid hours and on his 1st anniversary date (7/1/08) and therefore becomes eligible to accrue/earn vacation on tier level "one" (see "Vacation Tier Schedule" above) or 1.53 hours per pay period. He will have 1.53 x 13 pay periods or 19 hours of vacation to use between 7/1/08 and 12/31/08. In December 2008, his hours will be reviewed; if he averages at least thirty-five (35) paid hours, it will continue to accrue for 2008 in January 2008 at the tier level "one" rate. In this example, John will have 40 hours available to use in 2008, starting in January 2008. In both years, since he's on an accrual system, he can use the vacation in advance of actually earning it. On the other hand, if John averages only 30 paid hours in the December 2007 review, he will accrue at 30/35 of the tier level "one" rate starting in January 2008.

18.4 Employees working at sites or locations covered by the Service Contract Act ("SCA") shall have their vacation administered and provided in accordance with the applicable wage determination and governing Service Contract.

Article XIX **Health Benefit**

19.1 Health Benefits

- A.** May 1, 2008, the Employer shall make contributions to a health trust fund known as the "Building Service 32BJ Health Fund," payable when and how the Trustees determine, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.

- B.** The monthly contribution for each employee who regularly works or is paid for at least thirty-five (35) hours weekly shall be:

Effective May 1, 2008, \$247

Effective May 1, 2009, \$253

Effective May 1, 2010, \$260

Effective May 1, 2011, \$267

Effective May 1, 2012, not to exceed \$299

- C. The monthly contribution for each employee who regularly works less than thirty-five (35) hours weekly shall be:

Effective May 9, 2008, \$70

Effective May 1, 2009, \$ 75

Effective May 1, 2010, \$80

Effective May 1, 2011, \$85

Effective May 1, 2012, \$90

“Regularly” as that term is used in paragraphs (B) and (C) above shall mean the average weekly number of hours worked by the employee, or for which the employee is paid, during the previous twelve (12) months, or if employed for less than twelve (12) months, during the term of the employee’s employment.

- D. Employees who are on workers’ compensation or who are receiving short term disability benefits shall be covered by the Health Fund at no cost to the Employer until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier.
- E. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such change as may be required by law.
- F. If the Employer fails to make required reports or payments to the Health Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Fund’s trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.
- G. If the Employer is regularly or consistently delinquent in Health Fund payments, it may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt payment of such payments.

- H. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements; and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in Article 19.1, no other increases to the rates set forth in Article 19.1 can or will occur, or be required to be paid, by the Employer during the term of this Agreement.
- I. Until May 1, 2008, the Employer shall not be required to pay contributions to the Health Fund under 22.1(B) on behalf of employees who, as of the effective date of this Agreement, were receiving health coverage under the Employer's health plan. Such employees shall continue to be covered by the Employer's health plan through April 30, 2008.
- J. No later than May 15, 2008, the Employer shall pay to employees a one-time health supplement in such amount as may be required to comply with applicable District of Columbia law.

Article XX **401(k) Fund**

- 20.1 Regular full-time Employees shall be eligible to participate in the Company-sponsored 401(k) savings plan in accordance with the terms and conditions of such plan, as it may be amended. The Company shall continue its matching contribution at the current rate; however, such matching contribution remains within the sole discretion of the Company and is subject to change from year to year. Each year, the Company will advise participating Employees and the Union if the Company will make a matching contribution to the plan and the amount of such contribution.

Article XXI **Most Favored Nations**

- 21.1 If the Union enters into an agreement with any other employer covering security services in a Class A commercial office building in Washington D.C. whose terms with respect to wages are more favorable for that employer than those contained in this Agreement, then those more favorable terms, at the option of the Employer, shall apply to the Class A commercial office buildings of the Employer covered by this Agreement.

In the event the Employer elects to apply such more favorable terms, there shall be an economic reopener for the purpose of negotiating additional economic benefits, if necessary, to comply with applicable District of Columbia law.

- 21.2 The Union will not enter into a contractor transition provision with any employer providing security services in the District of Columbia that does not require such employer, when taking over a job or account subject to a collective bargaining agreement with the Union, to assume the terms of the collective bargaining agreement applicable to that job or account.

Article XXII **Union Visitation**

- 22.1 Whenever possible and barring the client's objections, the Employer shall furnish a bulletin board at each work site exclusively for Union announcements and notices of meetings.
- 22.2 Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other union-related business. The Union shall provide advance notice to the Employer of its intent to access the employees at any job site. When circumstances require, the Company may require up to two (2) full business days notice prior to granting the Union access to Employees at a particular job site. Access shall be granted only if there is prior notice to the Employer, but such access shall not be unreasonably withheld. The Union's access of Employees under this provision may not interfere with the work being performed at the building. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules or requests of the customer.
- 22.3 The Employer shall recognize and deal with representatives, including shop stewards, appointed by the Union.

Article XXIII **Grievance/Arbitration**

23.1 **Grievance Procedure**

- A. All disputes or differences involving the interpretation or application of this Agreement that arise between the Union and the Employer shall be resolved as provided for in this Article, except that the Company may seek injunctive relief from a Court to enforce Article 6.

Step 1. The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the

grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within fifteen (15) business days of the incident giving rise to the grievance.

Step 2. All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union and the Employer, to be scheduled within five (5) business days of the written grievance. A written decision by the Employer shall be rendered within five (5) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within five (5) business days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

Step 3. Following a request for a Step 3 meeting, the Union and the Employer shall meet within five (5) business days. A written decision by the Employer shall be rendered within five (5) business days of the Step 3 meeting. For all discharge and suspension grievances, the Union and the Employer will meet within five (5) business days of the receipt of the Step 1 grievance notice in an attempt to resolve the issue.

B. All grievances not resolved pursuant to section 23.1(A) may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union, the employee(s), and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 written decision or date of the Step 3 meeting (if there is no written decision).

23.2 Arbitration

A. The parties agree to utilize a panel of mutually acceptable Arbitrators to decide all grievances submitted to arbitration. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter.

B. The parties will make every effort to have the arbitration scheduled as soon as practicable.

C. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.

- D. If the Employer asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitrable.
- E. The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union, the employee(s), and the Employer. The Arbitrator shall have no authority to add to, ignore, or modify any of the terms of this Agreement
- F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

23.3 Time Limits

- A. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.
- B. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

23.4 Employer Initiated Grievances

- A. The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the incident or occurrence giving rise to the grievance.

23.5 Other

- A. Grievants attending grievance meetings and arbitration hearings shall not be paid by the Employer for their regularly scheduled hours during such attendance unless called to participate by the Employer.

Article XXIV
Complete Agreement and Waiver

- 24.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

Article XXV
Personal Days

- 25.1 Employees regularly employed at least thirty-five (35) hours weekly shall be granted seven (7) personal days per calendar year for use due to *bona fide* illness or injury or to attend a doctor's appointment, or for any other reason at the employee's discretion. Employees working less than thirty-five (35) hours shall receive personal days on a *pro rata* basis.
- 25.2 Unless otherwise required by law, personal days shall accrue at the rate of four (4) hours every two (2) weeks for employees regularly employed at least thirty-five (35) hours weekly (for up to seven (7) days per calendar year). For all other employees, personal days shall accrue at *pro rata* basis/rate. Employees may use personal days after thirty (30) days of employment. Personal days may be used in no less than half day increments.
- 25.2 Except where a personal day is for unanticipated illnesses or injuries, the employee must provide ten (10) calendar days advance notice to the Employer of his or her intention to use a personal day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld. To use a personal day for unanticipated illness or injury, the employee must notify his or her Supervisor of the inability to report to work as scheduled at least two (2) hours prior to the employee's starting time.
- 25.3 Personal days not used by the end of the calendar year shall be paid out by January 15th of the succeeding year.

Article XXVI
Bereavement Pay and Jury Duty

- 26.1 In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister), up to three (3) days unpaid leave. Vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.
- 26.2 Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the unpaid leave provided for in 26.1. Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.
- 26.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.
- 26.4 An employee who has completed his or her probationary period and who is required to report to court to answer a jury summons or serve as a juror on days that the employee is regularly scheduled to work will be reimbursed the difference between the amount received for jury service and the employee's regular pay. Jury duty pay shall be limited to thirty (30) days in any year. No employee may be required to work on a day he or she has jury duty.
- 26.5 An employee may be required to submit proof of jury duty and/or proof that he was paid for such service.

Article XXVII
Successors and Assigns

- 27.1 To the extent permitted by law, this Agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

Article XXVIII
Immigration

- 28.1 In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. The Employer shall promptly forward a copy of any no-match letter it receives to the Union.
- 28.2 Where permissible under applicable law and/or regulations, the employee shall be afforded unpaid time-off to attend relevant proceedings or visit pertinent agencies

for the purpose of remedying the problem, provided the Employer is provided adequate advance notice of planned absences and verification of appointments. If requested by an employee who has been employed at least six months, the Employer shall grant to the employee an unpaid leave of absence as provided in 16.1 to remedy the problem. Upon return from such leave and remediation of the problem, the employee shall return to his or her former position or an equivalent position, without loss of seniority. Seniority shall not accrue, but will not be broken during such leave.

- 28.3 Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

Article XXIX
Savings Clause

- 29.1 If any provision, or the enforcement or performance of any provision of this Agreement is or shall be at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Article XXX
Maintenance of Conditions

- 30.1 Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee.

Article XXXI

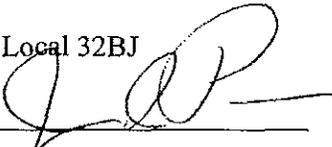
Duration

- 31.1 This Agreement shall take effect April 9, 2008 and shall expire June 30, 2012.
- 31.2 Upon the expiration date of this Agreement as set forth above, it shall renew thereafter year to year unless either party desires to modify or terminate the Agreement at the end of its term. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of the Agreement.

SEIU Local 32BJ

By: _____

Dated: _____

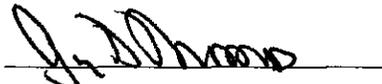


April 11, 2008

Securitas

By: _____

Dated: _____



April 10, 2008

SIDE LETTERS

On Definition of Office Buildings

As of the effective date of this Agreement, the term "office building" as defined in paragraph 6(A) of the D.C. Official Code § 32-1002 means any commercial property where the primary functions are the transaction of administrative, business, civic, or professional services, including properties where handling goods, wares, or merchandise, in limited quantities, is accessory to the primary occupancy or use; the term "office building" does not include libraries, museums, or universities).

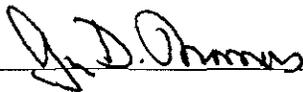
Regarding Dispute Resolution Article Section 1.7

The Employer and Union agree that with regard to disputes pursuant to Article 1.7 of the collective bargaining agreement that the dispute resolution procedure set forth in Section 6.0 of the Recognition Procedure Agreement between SEIU Local 32BJ and Securitas shall govern, regardless of whether the underlying Recognition Agreement remains operative and binding.

On Subcontracting

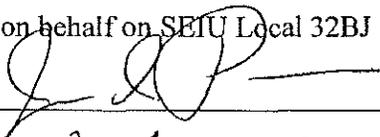
This will confirm our understanding during recent negotiations that subcontracting under Article 7.5 is intended to be limited to circumstances where subcontracting is required by government regulations, or is required by a client or customer with regard to the use of disadvantaged business enterprises, or is needed to perform for specialty services for a client or customer, and to similar circumstances.

For and on behalf of Securitas



Dated: April 10, 2008

For and on behalf on SEIU Local 32BJ



Dated: April 11, 2008

APPENDIX A

FullAddress	SECContractor
1 MA AV NW	Securitas
1 Thomas Cir NW	Securitas
1000 POTOMAC ST NW	Securitas
1001 PENNSYLVANIA AVE NW	Securitas
1020 19TH ST NW	Securitas
1100 NEW YORK AVE NW	Securitas
1101 VERMONT AVE NW	Securitas
1120 CONNECTICUT AVE NW	Securitas
1133 19TH ST NW	Securitas
1145 17TH ST NW	Securitas
1145 19TH ST NW	Securitas
1150 CONNECTICUT AVE NW	Securitas
1201 PENNSYLVANIA AVE NW	Securitas
1250 H ST NW	Securitas
1400 16TH ST NW	Securitas
1501 M ST NW	Securitas
1600 K St NW	Securitas
1616 P ST NW	Securitas
1629 K ST NW	Securitas
1707 L ST NW	Securitas
1717 H ST NW	Securitas
1735 NEW YORK AVE NW	Securitas
1776 EYE ST NW	Securitas
1800 M ST NW	Securitas
1825 K ST NW	Securitas
1828 L ST NW	Securitas
1850 M ST NW	Securitas
1900 M ST NW	Securitas
1909 K ST NW	Securitas
2000 M ST NW	Securitas
2000 PENNSYLVANIA AVE NW	Securitas
2001 L ST NW	Securitas
2030 M ST NW	Securitas
2100 PENNSYLVANIA AVE NW	Securitas
2120 L ST NW	Securitas
2141 K ST NW	Securitas
2400 N ST NW	Securitas
3299 K ST NW	Securitas
370 L'enfant Promenade SW	Securitas
4301 CONN AV NW	Securitas
455 Massachusetts Ave NW	Securitas

APPENDIX A

555 11th St NW	Securitas
555 12TH ST NW	Securitas
555 13TH ST NW	Securitas
601 PENNSYLVANIA AVE NW	Securitas
607 14TH ST NW	Securitas
633 PA AV NW	Securitas
750 17TH ST NW	Securitas
80 F ST NW	Securitas
800 CONNECTICUT AVE NW	Securitas
800 K ST NW	Securitas
810 01ST ST NE	Securitas
900 7th St NW	Securitas
901 15TH ST NW	Securitas
901 D ST SW	Securitas
901 E ST NW	Securitas
901 F ST NW	Securitas
910 16TH ST NW	Securitas
910 17TH ST NW	Securitas

Rider Agreement

Entered into between Securitas Security Services USA (the "Employer") and Service Employees International Union, Local 32BJ ("Union") covering security officers of the Employer employed at District of Columbia Public Schools (the "DC Public Schools unit").

The **2008 Washington D.C. Security Contractors Agreement Between Securitas and Service Employees International Union, Local 32BJ** shall apply to the DC Public School unit effective July 19, 2010, except as modified below.

1. From July 19, 2010 through October 1, 2010, employees shall continue to receive the wages and other economic benefits in effect on July 19, 2010.

2. **Wages**

Effective October 2, 2010 and each subsequent October 1st, employees shall be paid the following minimum hourly wages:

	<i>Security Officer/ Guard 1</i>	<i>SPO/ Guard 2</i>
<i>10/2/2010</i>	<i>13.45</i>	<i>21.60</i>
<i>10/2/2011</i>	<i>14.12</i>	<i>22.68</i>
<i>10/2/2012</i>	<i>14.82</i>	<i>23.81</i>

3. **Health, Welfare and SRSP**

SRSP/401(k)

On the dates below, the Employer shall contribute to the SRSP on behalf of all employees. There shall be a ninety (90) day waiting period for new hires during which there shall be no contributions due from the Employer.

10/2/2010 – \$.05 per hour
10/2/2011 - \$.10 per hour
10/2/2012 – \$.15 per hour

Health and Welfare Supplement Payment

Effective October 2, 2010, the Employer will make health and welfare supplemental payments to Employees on all hours paid up to forty (40) hours per week, and up to 2080 hours per contract year. The payments will be paid at the rate(s) set forth below.

<i>Effective Date</i>	<i>Hourly Supplement</i>
<i>10/2/2010</i>	<i>3.42</i>
<i>10/2/2011</i>	<i>3.49</i>
<i>10/2/2012</i>	<i>3.58</i>

In the event that during the term of this Rider to the parties' DC Master Agreement any Federal, State or local legislation results in an increase in costs and/or taxes to the Company for providing health and welfare benefits to employees, including mandated benefits, or requires employees to purchase or otherwise obtain health coverage, the Company and the Union reserve the right to reopen the contract, upon written notice from either party, prior to the effective implementation date of such obligation. In the event either party exercises its right to re-open pursuant to this provision, all provisions of this Rider shall remain in full force and effect until the effective date of the increase in cost or taxes to the Company or the date upon which employees are required to purchase health insurance, whichever is applicable.

4. **Seniority** – Modify Article 10 to read as follows:

10.1 After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer, or at a District of Columbia Contracted site, whichever is longer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer from which the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at the District of Columbia – Public Schools simultaneously. The burden of establishing a seniority date, if different from the date of hire with the Employer, shall be on the employee and based on the employee's presentation of documented proof determined to be acceptable by the Employer. The Employer's acceptance of such proof shall not be unreasonably withheld. The Employer and the Union shall attach hereto an Appendix B containing a list of all employees at District of Columbia Public Schools and their agreed upon seniority dates. All dates and supporting documentation must be submitted to the Company by September 10, 2010. The foregoing is subject to applicable law.

10.2 After completion of the probationary period as described in Article 4.3 of this Agreement, newly hired employees shall attain seniority as of their original date of employment.

10.3 Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events: (same as Master)

10.3.1 Resignation, retirement, or voluntary termination;

10.3.2 Discharge for cause;

10.3.3 Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;

10.3.4 Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or

10.3.5 Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

10.4 Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.

10.5 In the event of a layoff due to a reduction in force in a building covered by Securitas USA's District of Columbia-Public Schools contract, the inverse order of classification seniority shall be followed.

10.6 An employee holding a full-time position covered by Securitas USA's District of Columbia-Public schools contract who is laid off due to a school closing or a reduction in force shall bump into the position of the full-time employee with the least seniority in the District of Columbia – Public Schools bargaining unit.; provided that the laid off employee has greater seniority than that employee. Employees removed from a school by DCPS for disciplinary reasons not resulting in the employee's suspension or termination shall be placed in the officer pool.

10.7 The Employer may temporarily or permanently assign an employee to another building that is part of the District of Columbia – Public Schools unit, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.

10.8 Part-time employees shall be given preference by seniority in bidding for open full-time positions covered by Securitas USA's District of Columbia-Public Schools contract , provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

10.9 The Employer will post all job vacancies in mutually agreed upon manner.

5. **Training** – Article XI shall apply with the following additional provision.

Employees who are required by the Employer to attend training shall be paid no less than their contractual wage and supplement rate under this rider agreement.

6. **Holidays** – Replace Article XV with:

The following holidays days shall be recognized and observed on the date on which they are observed by the District of Columbia: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

All of the above holidays shall be paid holidays. If an employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

7. **Jury Duty** – As per the DC Master Agreement.

8. **Bereavement Leave** – 2 days paid leave per year. All conditions for eligibility as per the DC Master Agreement.

9. **Personal Days** – As per the DC Master Agreement.

10. **Uniform Allowance** – Add the following Article 17.3:

Employees covered by Securitas USA's District of Columbia-Public Schools contract on the payroll for the pay period which includes Oct 15th shall receive an annual uniform allowance in their paycheck for that pay period as provided below:

Guard I	\$135.00
Guard II	\$175.00

11. Vacation – Replace Article XVIII, except for 18.1.7, 18.1.8, and 18.4 with the following:

Employees shall receive the following vacation entitlements based upon their length of employment with the Employer, or at a District of Columbia-Public Schools contracted account, whichever is longer.

After 1 year – 2 weeks
After 5 years – 3 weeks
After 15 years – 4 weeks

12. Article XII: Workweek, Overtime
Add Article 12.4 as follows:

During the Summer Session (non-school year) an Employee who refuses a reasonably comparable assignment to another location not covered by Securitas USA's District of Columbia-Public Schools contract, yet covered by the DC Master Agreement, will not be eligible for unemployment benefits. The foregoing is subject to applicable law.

Add Article 12.5 as follows:

Management has the right to direct an officer to work overtime when it becomes necessary in order to fulfill the obligations of the DCPS contract.

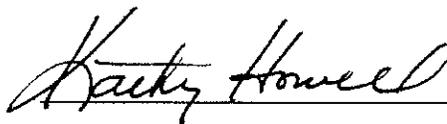
13. This Rider to the DC Master Agreement shall take effect October 1, 2010 and shall expire October 2, 2013.



By: Securitas Security Services USA

August 19, 2010

Dated: _____



By: SEIU Local 32BJ

Dated: 8-20-2010

ATTACHMENT J.12

**DC CODE 4-1500 et. seq. CRIMINAL BACKGROUND CHECKS
FOR SERVICES INVOLVING CHILDREN**

AS AMENDED 5 MAY 2011



1 of 12 DOCUMENTS

LEXIS DISTRICT OF COLUMBIA CODE ANNOTATED
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*** CURRENT THROUGH MAY 13, 2011 AND THROUGH D.C. ACTS 18-724 ***
*** AND ACTS 19-1 TO 19-69 ***
*** ANNOTATIONS CURRENT THROUGH MAY 5, 2011 ***

DIVISION I. GOVERNMENT OF DISTRICT
TITLE 4. PUBLIC CARE SYSTEMS
CHAPTER 15. CRIMINAL BACKGROUND CHECKS FOR SERVICES INVOLVING CHILDREN

GO TO DISTRICT OF COLUMBIA CODE ARCHIVE DIRECTORY

D.C. Code § 4-1501.01 (2011)

§ 4-1501.01. Short title

This chapter may be cited as the "Criminal Background Checks for the Protection of Children Act of 2004."

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 201, 52 DCR 2331.

NOTES: TEMPORARY LEGISLATION. --Sections 201-213 of D.C. Law 15-319 added this chapter.
Section 901(b) of D.C. Law 15-319 provides that the act shall expire after 225 days of its having taken effect.

EMERGENCY LEGISLATION. --For temporary addition of chapter, see §§ 201-211 of the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2005 (D.C. Act 16-30, February 17, 2005, 52 DCR 2993).

For the temporary amendment of chapter as added by D.C. Law 15-319, see § 802 of the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2005 (D.C. Act 16-30, February 17, 2005, 52 DCR 2993).

LEGISLATIVE HISTORY OF LAW 15-319. --Law 15-319, the "Child and Youth, Safety and Health Omnibus Second Temporary Amendment Act of 2004," was introduced in Council and assigned Bill No. 15-1117. The Bill was adopted on first and second readings on Nov. 9, 2004, and Dec. 7, 2004, respectively. Signed by the Mayor on Dec. 29, 2004, it was assigned Act No. 15-716 and transmitted to Congress for its review. D.C. Law 15-319 became effective on Apr. 8, 2005.

LEGISLATIVE HISTORY OF LAW 15-353. --Law 15-353, the "Child and Youth, Safety and Health Omnibus Amendment Act of 2004," was introduced in Council and assigned Bill No. 15-607. The Bill was adopted on first and second readings on Dec. 7, 2004, and Dec. 21, 2004, respectively. Signed by the Mayor on Jan. 19, 2005, it was assigned Act No. 15-759 and transmitted to Congress for its review. D.C. Law 15-353 became effective on Apr. 13, 2005.



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D.C. Code § 4-1501.02 (2011)

§ 4-1501.02. Definitions

For the purposes of this chapter, the term:

(1) "Applicant" means an individual who has filed a written application for employment with a covered child or youth services provider or an individual who has made an affirmative effort through a written application or a verbal request to serve in an unsupervised volunteer position with a covered child or youth services provider.

(2) "Children" means individuals 12 years of age and under.

(3) "Covered child or youth services provider" means any District government agency providing direct services to children or youth and any private entity that contracts with the District to provide direct services to children or youth, or for the benefit of children or youth, that affect the health, safety, and welfare of children or youth, including individual and group counseling, therapy, case management, supervision, or mentoring. The term "covered child or youth services provider" does not include foster parents or grantees.

(4) "Criminal background check" means the investigation of an individual's criminal history through the record systems of the Federal Bureau of Investigation and the Metropolitan Police Department.

(5) "Employee" means an individual who is employed on a full-time, part-time, temporary, or contractual basis by any covered child or youth services provider.

(6) "FBI" means the Federal Bureau of Investigation.

(7) "MPD" means the Metropolitan Police Department.

(8) "Supervised" means any person who is under the direct supervision, at all times, of an employee or a volunteer who has received a current, satisfactory criminal background check.

(9) "Volunteer" means an individual who works without any monetary or any other financial compensation for a covered child or youth services provider.

(10) "Youth" means an individual between 13 and 17 years of age, inclusive.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 202, 52 DCR 2331.

NOTES: LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.03 (2011)

§ 4-1501.03. Criminal background checks required for certain individuals

(a) Except as provided in subsections (b), (c), and (d) of this section, the following individuals shall apply for criminal background checks in accordance with the requirements of § 4-1501.05 and any regulations issued pursuant to § 4-1501.11:

- (1) An applicant who is under consideration for paid employment by a covered child or youth services provider;
- (2) An applicant who is under consideration for voluntary service in an unsupervised position by a covered child or youth services provider;
- (3) An employee of a covered child or youth services provider; and
- (4) A volunteer who serves a covered child or youth services provider in an unsupervised position.

(b) An applicant for, or an employee or a volunteer working in, a position at a covered child or youth services provider that will not bring the employee or volunteer in direct contact with children and youth is not required to submit to a criminal background check.

(c) A volunteer at a covered child or youth services provider who has only supervised contact with children or youth is not required to submit to a criminal background check, but may be required to submit to a traffic check pursuant to § 4-1501.04(b)(2).

(d) An applicant for, or an employee or a volunteer working in, a position at a covered child or youth services provider that will bring the employee or volunteer in direct contact with children and youth is not required to submit to a criminal background check if the applicant, employee, or volunteer has an active federal security clearance.

(e) An applicant for a position at a covered child or youth services provider may be offered employment contingent upon receipt of a satisfactory background check, and may begin working in a supervised setting prior to receiving the results.

(f) A volunteer serving any covered child or youth services provider in a position that brings the volunteer in direct contact with children shall not be allowed to begin volunteering in an unsupervised setting until the results of the criminal background check have been received and determined to be satisfactory.

(g) An employee or unsupervised volunteer shall be required to submit to periodic criminal background checks while employed by or volunteering at any covered child or youth services provider in an unsupervised setting.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 203, 52 DCR 2331.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.05.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.04 (2011)

§ 4-1501.04. Authorization to obtain records

(a) The Mayor may obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department, and traffic records maintained by the Department of Motor Vehicles, to investigate a person applying for employment, in either a compensated position or an unsupervised volunteer position, with any covered

child or youth services provider, and to investigate each current employee and unsupervised volunteer serving any covered child or youth services provider.

(b) Before any applicant for employment with any covered child or youth services provider may be offered a compensated position or an unsupervised volunteer position, the Mayor or the covered child or youth services provider shall inform the applicant that:

(1) A criminal background check must be conducted on the applicant; and

(2) In the case of an employee or volunteer who will be required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must be conducted on the applicant.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 204, 52 DCR 2331.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.03.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.05 (2011)

§ 4-1501.05. Procedure for criminal background checks

(a) The Mayor or the appropriate personnel authority shall conduct criminal background checks, including the fingerprinting of applicants, employees, and volunteers of a District agency required by this section, in accordance with FBI policies and procedures and in an FBI-approved environment.

(b) (1) An applicant, employee, or volunteer required to apply for a criminal background check under § 4-1501.03 shall submit to a criminal background check by means of fingerprint and National Criminal Information Center checks conducted by the Mayor and the FBI.

(2) The fingerprints shall be available for use by the Mayor and the FBI to conduct a local and national criminal history record check of the applicant, employee, or volunteer.

D.C. Code § 4-1501.05

(c) The Mayor or the appropriate personnel authority shall conduct a criminal background check once the applicant, employee, or volunteer has provided:

(1) A complete set of qualified, legible fingerprints on a fingerprint card, in a form approved by the FBI;

(2) Written authorization for the Mayor to conduct a criminal background check;

(3) Written confirmation that the applicant, employee, or volunteer has been informed by the Mayor or the covered child or youth services provider that the Mayor is authorized to conduct a criminal background check on the applicant, employee, or volunteer;

(4) Any additional identification that is required, including the name, social security number, birth date, and gender of the applicant, employee, or volunteer;

(5) A signed affirmation stating whether or not the applicant, employee, or volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity, for any sexual offenses or intrafamily offenses in the District of Columbia or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in another state or territory:

(A) Murder, attempted murder, manslaughter, or arson;

(B) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;

(C) Burglary;

(D) Robbery;

(E) Kidnapping;

(F) Illegal use or possession of a firearm;

(G) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

(H) Child abuse or cruelty to children; or

(I) Unlawful distribution of or possession with intent to distribute a controlled substance;

(6) Written acknowledgment that the Mayor or the covered child or youth services provider has notified the applicant, employee, or volunteer of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report; and

(7) Written acknowledgment that the Mayor or the covered child or youth services provider may choose to deny the applicant employment or a volunteer position, or to terminate an employee or volunteer, based on the outcome of the criminal background check.

(d) Fingerprinting for the purposes of this section may be conducted by any person authorized to do so by the Mayor or the FBI.

(e) A volunteer may use the same criminal background check for a period of 2 years when applying to volunteer for multiple positions, if the volunteer provides a signed affirmation that he or she has not been convicted of a crime, has not pleaded nolo contendere, is not on probation before judgment or placement of a case upon a stet docket, and has not

been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory, or for any of the felony offenses listed in subsection (c)(5) of this section, or their equivalent in any other state or territory, since the date of the most recent criminal background check conducted on him or her.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 205, 52 DCR 2331; Apr. 24, 2007, D.C. Law 16-306, § 204(a), 53 DCR 8610.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.03.

EFFECT OF AMENDMENTS. --D.C. Law 16-306 rewrote (c)(5).

TEMPORARY LEGISLATION. --Section 2(a) of D.C. Law 16-65 amended (c)(5) to read as follows:

"(c) The Mayor or the appropriate personnel authority shall conduct a criminal background check once the applicant, employee, or volunteer has provided:

"(5) A signed affirmation stating whether or not the applicant, employee, or volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in another state or territory:

"(A) Murder, attempted murder, manslaughter, or arson;

"(B) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;

"(C) Burglary;

"(D) Robbery;

"(E) Kidnapping;

"(F) Illegal use or possession of a firearm;

"(G) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

"(H) Child abuse or cruelty to children; or

"(I) Unlawful distribution or possession of, or possession with intent to distribute, a controlled substance;"

Section 4(b) of D.C. Law 16-65 provides that the act shall expire after 225 days of its having taken effect.

EMERGENCY LEGISLATION. --For temporary amendment of (c)(5), see § 2(a) of the Criminal Background Checks for the Protection of Children Clarification Emergency Amendment Act of 2005 (D.C. Act 16-179, October 4, 2005, 52 DCR 9079).

For temporary amendment of (c)(5), see § 2(a) of the Criminal Background Checks for the Protection of Children Clarification Congressional Review Emergency Amendment Act of 2006 (D.C. Act 16-259, January 26, 2006, 53 DCR 777), applicable as of January 2, 2006.

For temporary amendment of (c)(5), see § 204(a) of the Omnibus Public Safety Emergency Amendment Act of 2006 (D.C. Act 16-445, July 19, 2006, 53 DCR 6443).

For temporary addition of D.C. Law 15-353, § 205a, concerning assessment of information obtained from criminal background check, see § 204(b) of the Omnibus Public Safety Emergency Amendment Act of 2006 (D.C. Act 16-445, July 19, 2006, 53 DCR 6443).

For temporary amendment of (c)(5), see § 204(a) of the Omnibus Public Safety Congressional Review Emergency Amendment Act of 2006 (D.C. Act 16-490, October 18, 2006, 53 DCR 8686).

For temporary amendment of (c)(5), see § 204(a) of the Omnibus Public Safety Congressional Review Emergency Amendment Act of 2007 (D.C. Act 17-10, January 16, 2007, 54 DCR 1479).

For temporary amendment of (c)(5), see § 204(a) of the Omnibus Public Safety Second Congressional Review Emergency Amendment Act of 2007 (D.C. Act 17-25, April 19, 2007, 54 DCR 4036).

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.

LEGISLATIVE HISTORY OF LAW 16-65. --Law 16-65, the "Criminal Background Checks for the Protection of Children Clarification Temporary Amendment Act of 2005," was introduced in Council and assigned Bill No. 16-407. The Bill was adopted on first and second readings on Sept. 20, 2005, and Dec. 6, 2005, respectively. Signed by the Mayor on Dec. 22, 2005, it was assigned Act No. 16-227 and transmitted to Congress for its review. D.C. Law 16-65 became effective on Mar. 8, 2006, and expires on Oct. 19, 2006.

LEGISLATIVE HISTORY OF LAW 16-306. --Law 16-306, the "Omnibus Public Safety Amendment Act of 2006," was introduced in Council and assigned Bill No. 16-247. The Bill was adopted on first and second readings on June 6, 2006, and Oct. 3, 2006, respectively. Signed by the Mayor on Oct. 17, 2006, it was assigned Act No. 16-482 and transmitted to Congress for its review. D.C. Law 16-306 became effective on Apr. 24, 2007.



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D.C. Code § 4-1501.05a (2011)

§ 4-1501.05a. Assessment of information obtained from criminal background check

(a) The information obtained from the criminal background check shall not create a disqualification or presumption against employment or volunteer status of the applicant unless the Mayor determines that the applicant poses a present danger to children or youth. In making this determination, the Mayor shall consider the following factors:

- (1) The specific duties and responsibilities necessarily related to the employment sought;
- (2) The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more of such duties or responsibilities;
- (3) The time which has elapsed since the occurrence of the criminal offense;
- (4) The age of the person at the time of the occurrence of the criminal offense;
- (5) The frequency and seriousness of the criminal offense;

(6) Any information produced by the person, or produced on his or her behalf, regarding his or her rehabilitation and good conduct since the occurrence of the criminal offense; and

(7) The public policy that it is beneficial generally for ex-offenders to obtain employment.

(b) The Mayor and covered child or youth services providers shall not employ or permit to serve as an unsupervised volunteer an applicant who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

(c) If an application is denied because the applicant presents a present danger to children or youth, the Mayor shall inform the applicant in writing and the applicant may appeal the denial to the Commission on Human Rights within 30 days of the date of the written statement.

HISTORY: D.C. Law 15-353, § 205a, as added Apr. 24, 2007, D.C. Law 16-306, § 204(b), 53 DCR 8610.

NOTES: EFFECT OF AMENDMENTS. --D.C. Law 16-306 added this section.

EMERGENCY LEGISLATION. --For temporary addition of section, see § 204(b) of the Omnibus Public Safety Congressional Review Emergency Amendment Act of 2006 (D.C. Act 16-490, October 18, 2006, 53 DCR 8686).

For temporary addition of section, see § 204(b) of the Omnibus Public Safety Congressional Review Emergency Amendment Act of 2007 (D.C. Act 17-10, January 16, 2007, 54 DCR 1479).

For temporary addition of section, see § 204(b) of the Omnibus Public Safety Second Congressional Review Emergency Amendment Act of 2007 (D.C. Act 17-25, April 19, 2007, 54 DCR 4036).

LEGISLATIVE HISTORY OF LAW 16-306. --See note to § 4-1501.05.



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D.C. Code § 4-1501.06 (2011)

§ 4-1501.06. Submission of positions of covered child or youth services providers subject to criminal background checks

(a) Within 30 days of December 1, 2004, each District government agency shall submit to the Mayor the positions it has designated as subject to the criminal background check requirements of this chapter, including those of private entities that contract with the District to provide direct services to children or youth and that are under the contractual purview of the agency.

(b) Each District government agency shall submit an updated list of the positions subject to the criminal background check requirements of this chapter no later than December 1 of each year.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 206, 52 DCR 2331.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.07.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.07 (2011)

§ 4-1501.07. Assessment of information on covered child or youth services providers

The Mayor shall review the information on all proposed covered child or youth services providers submitted pursuant to § 4-1501.06, and any other available information, to make a decision regarding the applicability of this chapter to each child or youth services provider.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 207, 52 DCR 2331.

NOTES: TEMPORARY LEGISLATION. --Section 2(b) of D.C. Law 16-65 added D.C. Law 15-353, § 207a, to read as follows:

"Sec. 207a. Assessment of information obtained from criminal background check.

"(a) The information obtained from the criminal background check shall not create a disqualification or presumption against employment or volunteer status of the applicant unless the Mayor determines that the applicant poses a present danger to children or youth. In making this determination, the Mayor shall consider the following factors:

"(1) The specific duties and responsibilities necessarily related to the employment sought;

"(2) The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more such duties or responsibilities;

"(3) The time which has elapsed since the occurrence of the criminal offense;

"(4) The age of the person at the time of the occurrence of the criminal offense;

"(5) The frequency and seriousness of the criminal offense;

"(6) Any information produced by the person, or produced on his or her behalf, in regard to his or her rehabilitation and good conduct since the occurrence of the criminal offense; and

"(7) The public policy that it is beneficial generally for ex-offenders to obtain employment.

"(b) The Mayor and covered child or youth services providers shall not employ or permit to serve as an unsupervised volunteer an applicant who has been convicted of, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

"(c) If an application is denied because the applicant presents a present danger to children or youth, the Mayor shall inform the applicant in writing and the applicant may appeal the denial to the Commission on Human Rights within 30 days of the date of the written statement."

Section 4(b) of D.C. Law 16-65 provides that the act shall expire after 225 days of its having taken effect.

EMERGENCY LEGISLATION. --For temporary addition of D.C. Law 15-353, § 207a, concerning assessment of information obtained from criminal background check, see § 2(b) of the Criminal Background Checks for the Protection of Children Clarification Emergency Amendment Act of 2005 (D.C. Act 16-179, October 4, 2005, 52 DCR 9079).

For temporary addition of § 207a of D.C. Law 15-353, concerning assessment of information obtained from criminal background check, see § 2(b) of the Criminal Background Checks for the Protection of Children Clarification Congressional Review Emergency Amendment Act of 2006 (D.C. Act 16-259, January 26, 2006, 53 DCR 777), applicable as of January 2, 2006.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.

LEGISLATIVE HISTORY OF LAW 16-65. --See note to § 4-1501.05.



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D.C. Code § 4-1501.08 (2011)

§ 4-1501.08. Confidentiality of information to be maintained

All criminal background records received by the Mayor shall be confidential and are for the exclusive use of making employment-related determinations under this chapter. The records shall not be released or otherwise disclosed to any person except when:

- (1) Required as one component of an application for employment with any covered child or youth services provider under this chapter;
- (2) Requested by the Mayor, or his or her designee, during an official inspection or investigation;
- (3) Ordered by a court;
- (4) Authorized by the written consent of the person being investigated; or
- (5) Utilized for a corrective, adverse, or administrative action in a personnel proceeding.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 208, 52 DCR 2331.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.10.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.09 (2011)

§ 4-1501.09. Penalty for providing false information

An applicant for employment or a volunteer position with any covered child or youth services provider who intentionally provides false information that is material to the application in the course of applying for the position shall be subject to prosecution pursuant to § 22-2405.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 209, 52 DCR 2331.

NOTES: LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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D.C. Code § 4-1501.10 (2011)

§ 4-1501.10. Penalties for disclosing confidential information

(a) An individual who discloses confidential information in violation of § 4-1501.08 is guilty of a criminal offense and, upon conviction, shall be fined not more than \$ 1,000 or imprisoned for not more than 180 days, or both.

(b) Prosecutions for violations of this chapter shall be brought in the Superior Court of the District of Columbia by the Office of the Attorney General.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 210, 52 DCR 2331.

NOTES: LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.



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§ 4-1501.11. Rules

The Mayor, pursuant to subchapter I of Chapter 5 of Title 2, shall issue rules to implement the provisions of this chapter. The rules shall include:

(1) Notice that applicants for employment with, and employees and unsupervised volunteers of, clearly identified covered child or youth services providers are required to apply for criminal background checks within 45 days from the date of publication of the rules;

(2) The location of the office in which applications for criminal background checks are to be made;

(3) Standards for determining which District agencies and private entities are considered to be covered child or youth services providers that are required to comply with the requirements of this chapter;

(4) Procedures for covered child or youth services providers to challenge the determination that they are required to comply with this chapter;

(5) Procedures for an applicant or employee to challenge allegations that the applicant or employee committed a proscribed offense; and

(6) A description of the corrective or adverse actions that may be taken against any covered child or youth services provider that, or any employee of a covered child or youth services provider who, is found to have violated the provisions of this chapter.

HISTORY: Apr. 13, 2005, D.C. Law 15-353, § 211, 52 DCR 2331.

NOTES: SECTION REFERENCES. --This section is referenced in § 4-1501.03.

LEGISLATIVE HISTORY OF LAW 15-353. --See note to § 4-1501.01.

ATTACHMENT J.13
SUBCONTRACTING FORM

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ <div style="text-align: center; font-size: small;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; font-size: small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: small;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer	Signature	Date

ATTACHMENT J.14

BID BOND FORM

**ATTACHMENT J.14
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. **NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

 Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

ATTACHMENT J.15

PERFORMANCE BOND FORM

PERFORMANCE BOND Attachment J. 15 (CONSTRUCTION) (See Instructions on Reverse)	Date Bond Executed (Must be same or later than date of Contract)
--	--

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("x") <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
---	--

SURETY (IES) (Name(s) and Address(es))	PENAL SUM OF BOND								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">CONTRACT DATE</td> <td style="width:50%;">CONTRACT NUMBER</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	CONTRACT DATE	CONTRACT NUMBER						
CONTRACT DATE	CONTRACT NUMBER								

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. Signature <div style="text-align: right;">(Seal)</div>	1. Attest 	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature <div style="text-align: right;">(Seal)</div>	2. Attest 	Corporate Seal
Name & Title (typed)		

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved By:

Karen Hester
Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
4. The name of each person signing this performance bond shall be typed in the space provided.

Updated 7/15/11		GENERAL INFORMATION				HOURS			STAFFING					SECURITY FEATURES							
School	Cluster	School Address	Zip Code	Type	Enrollment	Regular School Hours	Hours / Day*	Days	# SOs	# SPOs	Total Personnel	# SO Hours	# SPO Hours	Total Hours	Metal Detector	Video Intercom	Alarm System	CCTV	X - RAY	Exterior Lighting	Exits
Ferebee-Hope ES	1	3999 8TH ST SE	20032	ES	266	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Garfield ES	1	2435 ALABAMA AVE SE	20020	ES	228	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Hendley ES	1	425 CHESAPEAKE ST SE	20032	ES	338	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Kenilworth ES	1	1300 44TH ST NE	20019	ES	178	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Ketcham ES	1	1919 15TH ST SE	20020	ES	259	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Kimball ES	1	3375 MINNESOTA AVE SE	20019	ES	319	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Patterson ES	1	4399 S.CAPITOL TERRACE,	20032	ES	312	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Plummer ES	1	4601 TEXAS AVE SE	20019	ES	209	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
River Terrace ES	1	420 34TH ST NE	20019	ES	124	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Savoy ES	1	2400 SHANNON PL SE	20020	ES	357	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Thomas ES	1	650 ANACOSTIA AVE NE	20019	ES	237	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Turner ES @ Green	1	1500 MISSISSIPPI AVE SE	20032	ES	306	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
CLUSTER 1 TOTAL					3,133				14	0	14	22,064	0	22,064							
Beers ES	2	3600 ALABAMA AVE SE	20020	ES	391	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Davis ES	2	4430 H ST SE	20019	ES	177	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Houston ES	2	1100 50TH PL NE	20019	ES	222	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
King ES	2	3200 6TH ST SE	20032	ES	337	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Leckie ES	2	4201 Martin Luther King Ave,SW	20032	ES	336	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Ludlow-Taylor ES	2	659 G ST NE	20002	ES	271	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Malcolm X ES	2	1351 ALABAMA AVE SE	20020	ES	243	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Nalle ES	2	219 50TH ST SE	20019	ES	336	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Payne ES	2	305 15TH ST SE	20003	ES	251	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Randle Highlands ES	2	1650 30TH ST SE	20020	ES	416	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Tyler ES	2	1001 G ST SE	20003	ES	417	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
CLUSTER 2 TOTAL					3,397				12	0	12	18,912	0	18,912							
Amidon-Bowen ES	3	401 I ST SW	20024	ES	267	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Bancroft ES	3	1755 NEWTON ST NW	20010	ES	456	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Brent ES	3	301 North Carolina Ave, SE	20003	ES	349	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Bruce-Monroe ES @ Park View	3	3560 WARDER ST NW	20010	ES	439	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	

Garrison ES	3	1200 S ST NW	20009	ES	227	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Hearst ES	3	3950 37TH ST NW	20008	ES	280	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Lafayette ES	3	5701 BROAD BRANCH RD NW	20015	ES	702	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Reed, Marie ES	3	2200 CHAMPLAIN ST NW	20009	ES	395	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	No	Yes	No	Yes
Ross ES	3	1730 R ST NW	20009	ES	169	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Seaton ES	3	1503 10TH ST NW	20001	ES	280	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Tubman ES	3	3101 13TH ST NW	20010	ES	483	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Wilson, JO ES	3	660 K ST NE	20002	ES	386	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
CLUSTER 3 TOTAL					4,433				13	0	13	20,488	0	20,488						
Aiton ES	4	533 48TH PL NE	20019	ES	279	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Burville ES	4	801 DIVISION AVE NE	20019	ES	355	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes
Cleveland ES	4	1825 8th St., NW	20001	ES	276	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Cooke, H.D. ES	4	2525 17TH ST NW	20009	ES	409	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Drew ES	4	5600 EADS ST NE	20019	ES	178	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes
Harris, C.W. ES	4	301 53RD ST SE	20019	ES	219	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Marshall EC	4	3100 FORT LINCOLN DR NE	20018	EC	165	8:00-4:30	8.00	197	2		2	3,152	0	3,152	1	1	No	Yes	No	Yes
Moten ES @ Wilkinson	4	2330 POMEROY RD SE	20020	ES	340	8:00-4:30	8.00	197	3		3	4,728	0	4,728		1	Yes	Yes	No	Yes
Shepherd ES	4	7800 14TH ST NW	20012	ES	356	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Simon ES	4	401 MISSISSIPPI AVE SE	20032	ES	254	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Terrell, MC/McGogney ES	4	3301 WHEELER RD SE	20032	ES	224	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes
Thomson ES	4	1200 L St., NW	20002	ES	369	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes
CLUSTER 4 TOTAL					3,424				19	0	19	29,944	0	29,944						
Addison ES	5	3219 O ST NW	20007	ES		8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Hardy MS	5	1819 35TH ST NW	20007	MS	516	8:00-4:30	8.00	197	2		2	3,152	0	3,152	2	0	Yes	Yes	Yes	Yes
Hyde ES	5	3219 O ST NW	20007	ES	315	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Janney ES	5	4130 ALBEMARLE ST NW	20016	ES	535	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Mann ES	5	4430 NEWARK ST NW	20016	ES	295	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	No	Yes	No	Yes
Maury ES	5	1250 CONSTITUTION AVE NE	20002	ES	329	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Miner ES	5	601 15TH ST NE	20002	ES	495	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes
Orr ES	5	2200 MINNESOTA AVE SE	20020	ES	309	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Smothers ES	5	4400 BROOKS ST NE	20019	ES	252	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes
Walker-Jones EC	5	1125 New Jersey Ave., NW	20001	EC	435	8:00-4:30	8.00	197	4		4	6,304	0	6,304	1	1	Yes	Yes	Yes	Yes
Wheatley EC	5	1299 Neal St., NE	20002	EC	466	8:00-4:30	8.00	197	3		3	4,728	0	4,728		1	Yes	Yes	No	Yes
CLUSTER 5 TOTAL					3,947				18	0	18	28,368	0	28,368						
Brightwood EC	6	1300 NICHOLSON ST NW	20011	EC	576	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes

Brookland EC @ Bunker Hill	6	1401 MICHIGAN AVE NE	20017	EC	312	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Browne EC	6	850 26TH ST NE	20002	EC	398	8:00-4:30	8.00	197	4		4	6,304	0	6,304	1		Yes	Yes	Yes	Yes	
Francis-Stevens EC	6	2425 N ST NW	20037	EC	266	8:00-4:30	8.00	197	4		4	6,304	0	6,304	1	0	Yes	Yes	Yes	Yes	
LaSalle-Backus EC	6	501 RIGGS RD NE	20011	EC	291	8:00-4:30	8.00	197	4		4	6,304	0	6,304		1	Yes	Yes	No	Yes	
Oyster - Adams MS	6	2020 19th Street, NW	20009	MS	336	8:00-4:30	8.00	197	2		2	3,152	0	3,152			Yes	Yes	No	Yes	
Oyster - Oyster ES	6	2801 CALVERT ST NW	20008	ES	350	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Truesdell EC	6	800 INGRAHAM ST NW	20011	EC	443	8:00-4:30	8.00	197	1	1	2	1,576	1,576	3,152		1	Yes	Yes	No	Yes	
West EC	6	1338 FARRAGUT ST NW	20011	EC	257	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
CLUSTER 6 TOTAL					3,229				20	1	21	31,520	1,576	33,096							
Burroughs EC	7	1820 MONROE ST NE	20018	EC	344	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Emery EC @ Langley	7	1720 1ST ST NE	20002	EC	399	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Langdon EC	7	1900 EVARTS ST NE	20018	EC	396	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Noyes EC	7	2725 10th St., NE	20018	EC	435	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Raymond EC	7	915 SPRING RD NW	20010	EC	432	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Takoma EC	7	7010 PINEY BRANCH RD NW	20012	EC	331	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Whittier EC	7	6201 5TH ST NW	20011	EC	394	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Winston EC	7	3100 ERIE ST SE	20020	EC	317	8:00-4:30	8.00	197	4		4	6,304	0	6,304	1	0	Yes	No	Yes	Yes	
CLUSTER 7 TOTAL					3,048				14	0	14	22,064	0	22,064							
Barnard ES	8	430 DECATUR ST NW	20011	ES	470	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Lee, Mamie D. School	8	100 Gallatin St., NE	20011	Spec-Ed	77	7:00-3:30	8.00	197	1		1	1,576	0	1,576	1	1	Yes	Yes	No	Yes	
MacFarland MS	8	4400 IOWA AVE NW	20011	MS	185	8:00-4:30	8.00	197	3		3	4,728	0	4,728	3	0	Yes	Yes	Yes	Yes	
Peabody ES /School within Sch	8	425 C ST NE	20003	ES	160	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Powell ES	8	1350 UPSHUR ST NW	20011	EC	311	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Prospect LC	8	920 F St., NE	20002	LC	66	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Sharp Health School	8	4300 13th St., NW	20011	Spec-Ed	97	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Stuart- Hobson MS	8	410 E ST NE	20002	MS	415	8:00-4:30	8.00	197	2		2	3,152	0	3,152	1	0	Yes	Yes	Yes	Yes	
Watkins ES	8	420 12TH ST SE	20003	ES	540	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Watkins Montessori @ Logan	8	215 G ST., NW	20011		211	8:00-4:30	8.00	197	1		1	1,576	0								
CLUSTER 8 TOTAL					2,532				13	0	13	18,912	0	18,912							
Deal MS	9	3815 Fort Dr., NW	20016	MS	945	8:00-4:30	8.00	197	4		4	6,304	0	6,304	2	0	Yes	Yes	Yes	Yes	
Eliot-Hine MS	9	1830 CONSTITUTION AVE., NE	20002	MS	279	8:00-4:30	8.00	197	2	1	3	3,152	1,576	4,728	1	2	Yes	Yes	Yes	Yes	
Hart MS	9	601 MISSISSIPPI AVE SE	20032	MS	540	8:00-4:30	8.00	197	4	1	5	6,304	1,576	7,880	3	0	Yes	Yes	Yes	Yes	
Jefferson MS	9	801 7TH ST SW	20024	MS	279	8:00-4:30	8.00	197	4		4	6,304	0	6,304	2	0	Yes	Yes	Yes	Yes	
Johnson MS	9	1400 BRUCE PL SE	20020	MS	248	8:00-4:30	8.00	197	4		4	6,304	0	6,304	2	0	Yes	Yes	Yes	Yes	

Kelly Miller MS	9	217 49TH ST NE	20019	MS	371	8:00-4:30	8.00	197	3	1	4	4,728	1,576	6,304	2	0	Yes	Yes	Yes	Yes	
Kramer MS	9	1700 Q ST SE	20020	MS	257	8:00-4:30	8.00	197	3		3	4,728	0	4,728	1	0	Yes	Yes	Yes	Yes	
Ronald Brown MS	9	4800 MEADE ST NE	20019	MS	170	8:00-4:30	8.00	197	4		4	6,304	0	6,304	1	0	Yes	Yes	Yes	Yes	
Shaw MS @ Garnet-Patterson	9	2001 10th ST, NW	20001	MS	166	8:00-4:30	8.00	197	4		4	6,304	0	6,304	2	0	Yes	Yes	Yes	Yes	
Sousa MS	9	3650 ELY PL SE	20019	MS	296	8:00-4:30	8.00	197	4		4	6,304	0	6,304	2	1	Yes	Yes	Yes	Yes	
CLUSTER 9 TOTAL					3,551				36	3	39	56,736	4,728	61,464							
Ballou SHS	10	3401 4TH ST SE	20032	SHS	993	8:00-4:30	8.00	197	11	1	12	17,336	1,576	18,912	4	0	Yes	Yes	Yes	Yes	
Cardozo SHS	10	1200 CLIFTON ST., NW	20009	SHS	591	8:00-4:30	8.00	197	6	1	7	9,456	1,576	11,032	2	0	Yes	Yes	Yes	Yes	
Columbia Heights EC	10	3101 16TH St., NW	20010	SHS	1,260	8:00-4:30	8.00	197	7	1	8	11,032	1,576	12,608	2	1	Yes	Yes	Yes	Yes	
Eastern SHS	10	1700 EAST CAPITOL ST	20003	SHS	300	8:00-4:30	8.00	197	3	1	4	4,728	1,576	6,304	2	0	Yes	Yes	Yes	Yes	
McKinley Technology HS	10	151 T ST NE	20002	SHS	693	8:00-4:30	8.00	197	5	1	6	7,880	1,576	9,456	3	0	Yes	Yes	Yes	Yes	
Phelps HS	10	704 26th ST., NE	29992	SHS	380	8:00-4:30	8.00	197	3	1	4	4,728	1,576	6,304	1	0	Yes	Yes	Yes	Yes	
Roosevelt SHS	10	4301 13TH ST NW	20011	SHS	600	8:00-4:30	8.00	197	4	1	5	6,304	1,576	7,880	2	0	Yes	Yes	Yes	Yes	
School w/out Walls SHS	10	2130 G ST NW	20037	SHS	520	8:00-4:30	8.00	197	2		2	3,152	0	3,152	1	0	No	Yes	Yes	Yes	
Spingarn SHS	10	2500 BENNING RD NE	20002	SHS	493	8:00-4:30	8.00	197	8	1	9	12,608	1,576	14,184	2	0	Yes	Yes	Yes	Yes	
Woodrow Wilson SHS	10	4200 CONNECTICUT AVE., NW	20016	SHS	1,536	8:00-4:30	8.00	197	5	1	6	7,880	1,576	9,456	3	0	Yes	Yes	Yes	Yes	
Woodson H.D. SHS	10	4650 BENNING RD SE	20019	SHS	784	8:00-4:30	8.00	197	6	1	7	9,456	1,576	11,032	3	0	Yes	Yes	Yes	Yes	
Transition Academy @ Ballou	10	3401 4TH ST SE	20032	SHS	118	8:00-4:30	8.00	197	2	1	3	3,152	1,576	4,728	3	0	Yes	Yes	Yes	Yes	
CLUSTER 10 TOTAL					8,268				62	11	73	97,712	17,336	115,048							

Ballou STAY	11	3401 4TH ST SE	20032	STAY	700	12:30-1:00	8.00	197	2		2	3,152	0	3,152	1	0	Yes	Yes	Yes	Yes	
CHOICE Academy MS/SHS	11	1401 Brentwood Pkwy., NE	20002	Spec-Ed	46	8:00-4:30	8.00	197	2		2	3,152	0	3,152	0	0	Yes	Yes	No	Yes	
Luke C. Moore Academy SHS	11	1001 MONROE ST NE	20017	SHS	272	8:00-4:30	8.00	197	3	1	4	4,728	1,576	6,304	1	1	Yes	Yes	Yes	Yes	
Roosevelt STAY	11	4301 13TH ST NW	20011	STAY	350	12:30-1:00	8.00	197	2		2	3,152	0	3,152	0	0	Yes	Yes	No	Yes	
Spingarn STAY	11	2500 Benning. Rd., NE	20002	STAY	225	12:30-1:00	8.00	197	2		2	3,152	0	3,152	0	0	No	Yes	No	Yes	
Washington Metropolitan High School @ KC Lewis	11	300 BRYANT ST., NW	20001	SHS	321	8:00-4:30	8.00	197	1	1	2	1,576	1,576	3,152	1	2	Yes	Yes	Yes	Yes	
CLUSTER 11 TOTAL					1,914				12	2	14	18,912	3,152	22,064							
Anacostia SHS	12	1601 16TH ST SE	20020	SHS	844	8:00-4:30	8.00	197	8	2	10	12,608	3,152	15,760	3	0	Yes	Yes	Yes	Yes	
Banneker SHS	12	800 EUCLID ST NW	20001	SHS	424	8:00-4:30	8.00	197	2		2	3,152	0	3,152	1	0	Yes	Yes	Yes	Yes	
Coolidge SHS	12	6315 5TH ST NW	20011	SHS	659	8:00-4:30	8.00	197	6	1	7	9,456	1,576	11,032	3	0	Yes	Yes	Yes	Yes	
Dunbar SHS	12	1301 NEW JERSEY AVE NW	20001	SHS	754	8:00-4:30	8.00	197	9	1	10	14,184	1,576	15,760	2	0	Yes	Yes	Yes	Yes	
Eaton ES	12	3301 LOWELL ST NW	20008	SHS	467	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Ellington School of the Arts	12	3500 R ST., NW	20007	SHS	534	8:00-4:30	8.00	197	2	1	3	3,152	1,576	4,728	1	0	Yes	Yes	Yes	Yes	
Filmore Arts Center @ Hardy	12	1819 35TH ST NW	20007	MS		8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Filmore Arts Center @ Raymond	12	915 SPRING RD NW	20010	ES		8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	

Key ES	12	5001 DANA PL NW	20016	ES	389	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
Murch ES	12	4810 36TH ST NW	20008	ES	543	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Stanton ES	12	2701 NAYLOR RD SE	20020	ES	378	8:00-4:30	8.00	197	2		2	3,152	0	3,152		1	Yes	Yes	No	Yes	
Stoddert ES	12	4001 CALVERT ST NW	20007	ES	342	8:00-4:30	8.00	197	1		1	1,576	0	1,576		1	Yes	Yes	No	Yes	
CLUSTER 12 TOTAL					5,334				36	5	41	56,736	7,880	64,616							
GRAND TOTALS					46,210				269	22	291	422,368	34,672	457,040							