

<p style="text-align: center;">STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA SHARING AGREEMENT OVERVIEW</p>

1. Purpose of the Disclosure

Contractor will use any data disclosed to it pursuant to this Agreement solely for the purposes described below:

The primary mission of JAG programs is to keep young people in high school through graduation and to provide an array of counseling, employability skills development, career association, job development, and job placement services that will result in either a quality job leading to a career after graduation and/or enrollment in a postsecondary education and training program.

2. Data

The following student-level data will be provided:

Name
Date of Birth
Ethnicity
Gender
Address
Email
Phone Number

The State and LEAs reserve the right to withhold any of the foregoing data if the State or LEA determines that disclosure of such data would violate any provision of state or federal law.

3. Liaison Officials

The State's liaison and the Researcher's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Kim Nesmith
Data Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

Marty Mineck
Assistant Vice President
Marty.Mineck@act.org
319-337-1444

AFFILIATION AGREEMENT

THIS AGREEMENT, made this 5th day of November, 2007, by and between JOBS FOR AMERICA'S GRADUATES, INC., a District of Columbia not-for-profit corporation (hereinafter "JAG") and the Louisiana Department of Education (hereinafter "LDOE"), to implement Jobs for America's Graduates-Louisiana (hereinafter "JAG-LA").

WHEREAS, JAG had developed the "Jobs for America's Graduates Model Program" (hereinafter "the Program") to reduce youth unemployment in the United States; and

WHEREAS, such conduct of the JAG-LA Program is subject to accreditation by JAG and compliance with certain other terms;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, JAG and LDOE agree as follows:

1. **Appointment as Sponsor**

JAG hereby appoints LDOE as sponsor of the Program in the State of Louisiana (hereinafter "the State") for the term of this Agreement. LDOE hereby accepts this appointment and recognizes that the appointment of LDOE and LDOE's status as a sponsor of the Program are expressly subject to LDOE's and JAG-LA's continued compliance with the terms and conditions of the Agreement.

LDOE may further appoint Service Delivery Areas in Louisiana to deliver the JAG Model in partnership with local school districts. The Service Delivery Areas will agree to the terms and conditions as required by LDOE in accordance with LDOE's status as a sponsor of the Program.

2. **Sponsorship Requirements**

LDOE shall comply with the following requirements as sponsor of the Program:

- 2.1.1 Conduct of the Program. The Program will be conducted by LDOE in the State in conformity with the principles, policies, procedures and other standards for the Program as promulgated by JAG in the "Jobs for America's Graduates Program Operation Manual" or by notice to and agreement of JAG.
- 2.2 Program Accreditation. LDOE's appointment as a sponsor of the Program is expressly conditioned upon JAG's periodic accreditation of the Program as conducted in the State by JAG. Such accreditation is subject to LDOE's

conformity with the principles, policies, procedures, and other standards as promulgated by JAG in the “JAG Program Accreditation Guide” or by notice to and agreement of LDOE.

- 2.3 Research. LDOE and JAG-LA will cooperate with research carried on by JAG or at the direction of JAG in connection with the Program, including furnishing data on the operations of the Program and participants in the Program and meeting such reasonable research needs as may be identified by JAG from time to time.
- 2.4 Model Program. LDOE shall make a reasonable effort to familiarize other organizations with the contents and conduct of the Program in the State subject to the specific limitations provided elsewhere herein.

3. **Activities of JAG**

- 3.1 Monitoring Program Conduct. JAG will monitor the conduct of the Program by LDOE. JAG will assist LDOE in the following areas, if JAG determines that such assistance would promote the goals of the Program: (a) curriculum and program development and implementation; (b) job placement systems; (c) staff selection and training; (d) financial and personnel management; (e) public information and affairs; and (f) other areas identified by JAG.
- 3.2 Program Accreditation. JAG will conduct accreditation activities in accordance with the “JAG Program Accreditation Guide.”
- 3.3 Research. JAG will conduct research activities in accordance with the research objectives of JAG as may be determined from time to time and will take into account any specific interests of LDOE.
- 3.3 Coordination. JAG will coordinate and oversee the activities of LDOE and counterpart organizations in conducting the Program.

4. **Operating Costs**

All costs of operation of JAG-LA shall be borne by LDOE without reimbursement by JAG, except as may specifically provided by amendment of this Agreement.

5. **Use of Names and Terms**

- 5.1 Trademark. JAG has reserved all rights in the mark “Jobs for America’s Graduates” and the associated logo, pending issuance of a trademark for the same.

5.2 License. JAG hereby grants a license to LDOE for the term of this Agreement for the use of the mark “Jobs for America’s Graduates” consistent with the goals of the Program. This license may be revoked by either party upon 30 days’ notice to LDOE, upon a determination by JAG that LDOE’s use of the aforesaid mark is not consistent with the purposes of the Agreement.

5.3 Covenant Against Use. LDOE covenants that upon termination of this Agreement or revocation of the license provided in paragraph 5.2 of this Agreement, it will not use the following names or terms: “Jobs for America’s Graduates,” “Jobs for High School Graduates,” “Jobs for Louisiana Graduates” or any variation of the foregoing which implies an association with the Program.

6. **Use of Program Materials**

6.1 Program Materials. From time to time JAG will make available to LDOE certain manuals, handbooks, or other documents or compilations of data which are identified with the Program or with operations under the Program. JAG authorizes LDOE to use such materials for activities which further the goals of the Program, as may be determined by JAG.

6.2 Public Access. Consistent with paragraph 2.4 of this Agreement, LDOE shall make the materials described above reasonably available to other organizations for inspection and review. This obligation shall not extend, however, to budgetary or research data, or to the names of Program participants, if the disclosure of such information is prohibited by law or if JAG and LDOE agree that such disclosure would be contrary to the goals of the Program.

7. **Definition of Certain Terms**

7.1 State. “The State” described in paragraph 1 of this Agreement is expressly limited to such sites for conduct of the Program by LDOE as JAG exclusively may determine.

7.2. Documents.

7.2.1 The “Jobs for America’s Graduates Program Operation Manual” refers to such documents of that name, revisions thereof, or succeeding that name, revisions thereof, or succeeding documents as JAG may issue from time to time.

7.2.2 The “JAG Program Accreditation Guide” refers to such documents of that name, revisions thereof, or succeeding documents as JAG may issue from time to time.

8. General Terms and Conditions

- 8.1 Entire Agreement and Modification. This Agreement constitutes the entire agreement between JAG and LDOE and supersedes any prior agreement to implement the Program and for other purposes, as well as all prior and contemporaneous agreements, understanding, negotiations and discussions whether oral or written, and there are no representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party thereto to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.
- 8.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the District of Columbia. JAG hereby appoints Stanton D. Anderson, Esquire, at the address of 1708 New Hampshire Avenue, N.W., Washington, D.C. 20009, as agent for service of process by JAG in any action commenced by JAG in connection with this Agreement.
- 8.3 Third Parties. This Agreement shall ensure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, successors, and assigns.
- 8.4 Notices. All notices which any party hereto is required to or desires to send to another party, shall be in writing delivered or mailed to the party at the following address, or such address as may be changed from time to time by notice in accordance with this paragraph 8.4:

For JAG:

Jobs for America's Graduates, Inc.
1729 King Street, Suite 200
Alexandria, Virginia 22314

For LDOE:

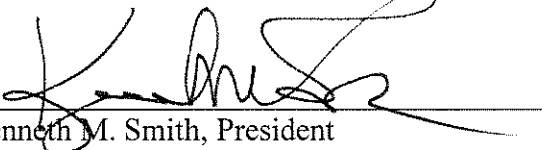
Louisiana Department of Education
Division of Family Career and Technical Education
P.O. Box 94064
Baton Rouge, LA 70804-9064

9. **Term and Termination**

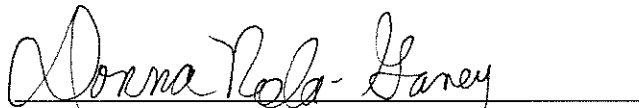
- 9.1 Initial Term. This Agreement shall be effective for a period of two years commencing on July 1, 2007, and ending on June 30, 2009 (the "Initial Term").
- 9.2 Renewal Term. The term of this Agreement will be renewed automatically for two additional years following the conclusion of the Initial Term, unless JAG, LDOE or DOL gives the other notice of non-renewal no later than thirty (30) days before the conclusion of the Initial Term.
- 9.3 Termination. This Agreement may be terminated by JAG or LDOE upon thirty (30) days notice to the other party.
- 9.4 Survival of Covenants. LDOE's covenants set forth in paragraph 5.3 of this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the day and year first above written.

ATTEST: JOBS FOR AMERICA'S GRADUATES, INC.


Kenneth M. Smith, President

ATTEST: LOUISIANA DEPARTMENT OF EDUCATION


Donna Nola-Ganey, Assistant Superintendent