

Memorandum of Understanding
between
Jefferson County Board of Education
and
Jiujiang Education Bureau
in Cooperation with
Sister Cities of Louisville, Inc.

This Memorandum of Understanding ("MOU") is entered into this 15th day of December, 2015, by the Jefferson County Board of Education, Louisville, Kentucky ("JCBE") and the Jiujiang Education Bureau, Jiujiang, China ("JEB"), in cooperation with Sister Cities of Louisville, Inc. (hereinafter referred to as the "Parties").

WHEREAS, JCBE operates the Jefferson County Public Schools in Louisville, Kentucky; and

WHEREAS, JEB operates the public schools in Jiujiang, China; and

WHEREAS, Sister Cities of Louisville, Inc. coordinates activities, facilitates exchange programs and fosters good will and mutual understanding between the City of Louisville and its Sister Cities and is the official link to enhance citizen-government and people-people communication and cooperation; and

WHEREAS, the cities of Louisville and Jiujiang share a common interest in advancing educational opportunities that will result in the economic, social and cultural development of their citizens; and

WHEREAS, it is the intent of JCBE and JEB, in cooperation with Sister Cities of Louisville, Inc. to expand, strengthen and sustain mutually beneficial linkages and exchanges between the public schools of Louisville, Kentucky and the public schools of Jiujiang, PR China.

In consideration of the premises and mutual agreements set forth herein, JCBE and JEB, in cooperation with the Sister Cities of Louisville, Inc., mutually agree to create a framework among the Parties for cooperative working relationships that will result in direct links between their respective schools and cities.

1. The Parties hereby agree to:

- a. undertake educational exchanges and pursuits which will lead to a mutual appreciation of the cities' respective cultures, languages, and systems of education, and encourage a mutually beneficial transfer of expertise;

- b. develop links amongst K-12 grade students, teachers, administrators, parents and community organizations to foster *people-to-people* contacts that will promote personal and professional international understanding;
- c. support the exchange of ideas with respect to curriculum, instructional systems, school infrastructure and library development to enhance the quality of education in both cities.

2. Forms of collaboration shall include, but not be limited to:

- a. at least one meeting per year (in person or by video conference or other electronic means) among representatives of the Parties to discuss proposed activities for the coming year and to review ongoing activities;
- b. regular communication by email, telephone or other means;
- c. development of specific activities, including:
 - i. exchange of visits by administrators, teachers, other professional personnel and students;
 - ii. exchange of curricular materials and processes;
 - iii. linkages and exchanges of library materials and information;
 - iv. joint commemoration of relevant events;
 - v. sister school initiatives;
 - vi. exchange in teacher training and technology.

- 3. **Term:** This MOU shall be effective for an initial term of three (3) years and shall automatically renew for one subsequent three (3) year term unless terminated by any Party.
- 4. **Termination:** Any Party may terminate this MOU by providing written notice to the other Parties. Termination shall be effective ninety (90) days from the date written notice is mailed, unless the Parties agree to an earlier date.
- 5. **Amendment:** This MOU may be modified or amended by the written agreement of the Parties.
- 6. **Resolution of Disputes:** Any differences or disputes which may arise between any of the Parties relating to any matter under this MOU shall be settled by consultation, negotiation, or mediation, and may involve a mutually agreed-upon third party. Any

meetings held pursuant to this provision shall take place in a location agreed upon by all Parties.

7. **Other Agreements:** This MOU is without prejudice to other forms of cooperation which may be undertaken pursuant to other agreements between any of the Parties.
8. **Independent Parties:** JCBE, JEB and Sister Cities of Louisville, Inc. are independent parties and none shall be construed to be a representative or agent of any other Party.
9. **Hold Harmless:** JEB and Sister Cities of Louisville, Inc. agree to indemnify, hold harmless and defend JCBE, their elected and appointed board members, employees and agents from all claims or losses accruing to or resulting from injury, damage or death of any person, firm or corporation in connection with their performance of activities under this MOU. To the extent permitted by Kentucky law, JCBE and Sister Cities of Louisville, Inc. agree to indemnify, hold harmless and defend JEB, their employees and agents from all claims or losses accruing to or resulting from injury, damage or death of any person, firm or corporation in connection with their performance of activities under this MOU. This provision shall survive the termination of this MOU.
10. **Applicable Law:** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

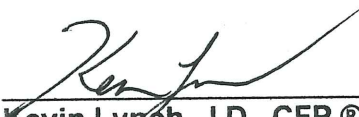
This MOU is written in English and Chinese languages, with both texts being equally authentic and of the same validity. If an inconsistency exists between the terms or phrases used in the different versions, an interpretation shall be rendered based upon the purpose of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed as of the date first written above.

Dr. Donna M. Hargens
Superintendent
Jefferson County Public Schools



Xiong Ying
Director
Jiujiang Education Bureau



Kevin Lynch, J.D., CFP®
President
Sister Cities of Louisville, Inc.

九江市教育局
和
杰弗逊郡教育董事会
暨
路易维尔姐妹城市协会
交流合作备忘录

中国九江市教育局和美国杰弗逊郡教育董事会，暨路易维尔姐妹城市协会，共同达成协议，本交流合作备忘录于 2015 年 12 月 15 日正式生效。

鉴于九江市教育局是九江市公立学校的管理机构；

鉴于杰弗逊郡教育董事会是杰弗逊郡公立学校系统的管理机构；

鉴于路易维尔姐妹城市协会负责协调路易维尔和九江姐妹城市之间的合作，组织文化教育交流活动，促进两市之间的相互了解，是维系两市政府和民间友好关系的正式纽带；

鉴于九江市和路易维尔市有着共同意愿，希望为人民提供各种教育机会，以此促进经济、社会、文化的发展；

鉴于九江市教育局和杰弗逊郡教育董事会，暨路易维尔姐妹城市协会，决定协力进一步拓展教育交流活动，加强两市之间互利可持续的教育合作关系。

因此，九江教育局和杰弗逊郡教育董事会，暨路易维尔姐妹城市协会，一致同意共同签署本框架性协议，以指导学校之间和学校系统之间的直接合作关系的建立。

1、协议三方同意：

- A、开展各种教育交流活动，促进两市之间文化，语言和教育体系的相互了解，鼓励互利的教学方法、教育经验等专业知识共享；
- B、发展两市之间幼儿园和中小学学生、教师、管理人员、家长和社区的直接联系，以增进民间交往和相互之间的理解；
- C、支持教学大纲、教学方法、学校基本建设、图书馆等方面的交流，共同提高两市学校系统的教学质量。

2、合作的形式将包括，但不限于如下方面：

A、每年三方代表至少举行一次会议，形式可以是互访会谈，也可以采用现代通讯设备举行视频会议，总结过去一年里的活动和讨论新一年的交流计划；

B、利用电子邮件、电话等保持经常的联系和沟通；

C、发展两市之间有共同兴趣的活动，包括：

- i. 学校管理人员、教师、其他专业人员和学生的互访；
- ii. 交换教学大纲、课程设置有关材料和基本要求；
- iii. 建立学校图书馆之间的联系和信息交换；
- iv. 共同举行一些庆祝或相关的活动，如迎新年等；
- v. 建立姐妹学校关系；
- vi. 教师培训和教学技术方面的交流。

3、有效期：本交流合作备忘录初始有效期为三（3）年。如果签署的各方没有异议，将自动延长到下一个三（3）年的有效期。

4、终止：本交流合作备忘录签署的三方中任何一方都可以以书面形式通知另外两方终止协议的意愿。如果签署各方没有另外确定协议终止生效时间，将以终止通知书送出之日起九十（90）天为终止生效日。

5、修正：如果本交流合作备忘录条款需要修改或增加，可以由签署各方以书面协议形式实现。

6、争议的解决方法：任何由本交流合作备忘录产生的争议和纠纷都将以咨询、商讨、调解的形式解决，必要时可以寻找各方都可以接受的第三方参与调解。任何与本条款有关的会议将在三方商定的地点举行。

7、其他协议：本交流合作备忘录不限制签署各方之间有其他的合作协议。

8、签署各方的独立性：本交流合作备忘录签署各方，九江市教育局，杰弗逊教育董事会和路易维尔姐妹城市协会，均为独立的团体。任何一方都不应被视为是另一方的代表。

9、无伤害约定：九江教育局和路易维尔姐妹城市协会同意保护和伤害杰弗逊郡教育董事会，其民选和任命的董事、雇员和下属机构，不向他们追究在执行本交流合作备忘录期间产生的伤亡或危害的责任。杰弗逊郡教育董事会和路易维尔姐妹城市协会同意保护和伤害九江教育局，其工作人员和下属机构，不向他们追究在执行本交流合作备忘录期间产生的伤亡或危害的责任。本条款在此交流合作备忘录终止后仍然有效。

10、法律依据：本交流合作备忘录的解释符合美国肯塔基州的法律。

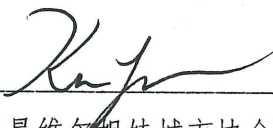
本交流合作备忘录以中文和英文各两份，具有同等效力，签约双方中英文文本各执一份。

九江市教育局、杰弗逊教育董事会和路易维尔姐妹城市协会三方代表特此签署本交流合作备忘录。



中国九江市教育局
熊颖 局长

美国杰弗逊公立学校系统
Donna M. Hargens 博士，最高学监



路易维尔姐妹城市协会
Kevin Lynch 法学博士，会长