

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Flight Club 502**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Flight Club 502 (hereinafter "Flight Club"), a youth aerospace non-profit organization located at 2911 Taylorsville Road, Louisville, KY 40205.

WHEREAS the development of an Aerospace Academy at Bowman Field in Louisville, Kentucky, in partnership with Flight Club 502 and the Academy at Shawnee High School. This initiative will allow Shawnee High School students to utilize the classrooms and resources of Flight Club 502 during the school year. Teachers will be provided by Shawnee High School. Students and program teachers will conduct their general academic and aerospace curriculum (Flight/Maintenance) at Bowman Field. The goal is to enhance the educational opportunities for the Academy at Shawnee and also address the critical shortage of aerospace.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Flight Club 502 agree as follows:

**1. Duties of JCPS:**

- a. Provide a certified teacher at the airport campus for aerospace and general education programs located at Flight Club 502 based on the career and technical (CTE) education guidelines for admittance, class size requirements, and safety rules of Flight Club 502 per Federal Aviation Regulations.
  - i. Certified Teacher will provide support for all core subject areas using the E-School curriculum.
  - ii. Certified Teacher will be a teacher of record supporting the aerospace curriculum.
  - iii. Provide a substitute teacher in absence of a teacher of record.
- b. Provide transportation to and from Academy of Shawnee to Flight Club 502 primary location daily.
  - i. Students who are able to provide their own transportation may do so.
- c. Provide breakfast and sack lunch for all students attending JCPS instruction at Flight Club 502.
- d. Ensure students follow all JCPS Student Support and Behavior Intervention Handbook (SSBIH) and Flight Club 502 rules and regulations.

- e. Ensures students will maintain a GPA of 2.5 or higher to qualify and maintain enrollment in the program.
- f. Provide supplies and teaching materials (not including aircraft) to the Flight Club 502 as necessary for instruction of JCPS students.
- g. Provide access to JCPS resources and support services to ensure the successful implementation of the Academy at Shawnee aerospace program(s) at Flight Club 502.
- h. Notify JCPS families attending Shawnee Aviation Airport Campus at Flight Club 502 regarding any updates to the JCPS calendar and student schedule.

**2. Duties of Flight Club 502:**

- a. Provide classroom space and necessary facilities at Bowman Field for the aerospace programs, including access to flight simulators and other aviation training tools.
- b. Collaborate with JCPS to implement the current comprehensive aerospace curriculum that aligns with industry standards and educational requirements. Mutually cooperate with JCPS staff who are instructing students in the Flight Club 502 classroom(s) and provide space for the instruction of these students.
- c. Provide opportunities for students to gain hands-on experience in aviation and aerospace fields through real-world projects, internships, and mentorship programs.
- d. Ensure that all facilities and equipment used for the aerospace programs meet safety standards and are maintained in good working condition.
- e. Facilitate community engagement and outreach efforts to promote the aerospace programs and attract students from diverse backgrounds
- f. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- g. If the performance of this Agreement involves the transfer by JCPS to Flight Club 502 of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), Flight

Club 502 and JCPS must manage the data transfer in accordance with FERPA requirements, and Flight Club 502 agrees to the following conditions:

- i. If Flight Club 502 requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to Flight Club 502 before the JCPS IRB-approved informed consent process has been executed. In this case, Flight Club 502 does not function as an exception under FERPA. Flight Club 502 is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. Flight Club 502 must deliver copies of the signed authorization to JCPS upon request.
- ii. If Flight Club 502 has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Flight Club 502 shall:
  - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
  - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement and not share any such data with any person or entity other than Flight Club 502 and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
  - (c) Require all employees, contractors, volunteers, and agents of Flight Club 502 to comply with all applicable provisions of FERPA with respect to any such data. Flight Club 502 shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
  - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Flight Club 502 shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
  - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Flight Club 502 necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal

identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.

- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit Flight Club 502's compliance with this agreement.
- k. Flight Club 502 acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- l. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- m. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- n. Require all Flight Club 502 employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses, except as provided below.
  - iv. Any conviction for deadly weapon-related offenses.
  - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

- o. Flight Club 502 shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- p. Flight Club 502 staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to Flight Club 502. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Flight Club 502

### 3. **Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- c. The respective administrative offices of JCPS and Flight Club 502 who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
- d. Each party will work together to secure funding from government grants, private sector partnerships, and philanthropic organizations to support the aerospace programs.
- e. In accordance with the Federal Aviation Regulations (FAR), students and staff must adhere to safety regulations and to the safety requirements of Flight Club 502 created under the FARs. Understanding that a child's needs and behaviors can change, Flight Club 502 reserves the right to address the safety of the child or staff in cooperation with JCPS while in the Shawnee High School Airport Campus at Bowman Field. If it is determined that Flight Club 502 can no longer provide a safe placement, The Flight Club 502 at Shawnee will place the child or staff in the home campus.

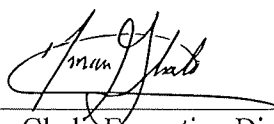
4. **Term**: This Agreement shall be effective commencing August 1, 2025, and shall terminate on July 30, 2026. The Agreement may be extended by mutual written agreement of JCPS and Flight Club 502.
5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, Flight Club 502 will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, Flight Club shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and Flight Club 502
7. **Independent Parties**: JCPS and Flight Club 502 are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and Flight Club 502 concerning the Flight Club 502 and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Jefferson County Public Schools:**

**Flight Club 502:**

\_\_\_\_\_  
Marty Pollio, Ed.D, Superintendent

  
\_\_\_\_\_  
Iman Ghali, Executive Director

**Date:** \_\_\_\_\_

**Date:** 06/02/2025





# Shawnee High School



## Flight 502 Proposal

**UPDATED September 2024**

**Professional Aerospace Pathway Strategic Plan**

**The Academy at Shawnee and Flight Club 502**

### **A Vision of Hope and Opportunity through Shawnee High School and Flight Club 502**

Imagine a future where the youth of Louisville are equipped with the skills and knowledge to soar in the aerospace industry. A future where barriers to education and opportunity are lifted, allowing a new generation of aviators, engineers, and innovators to emerge from our community. This is the revolutionary vision we are bringing to life with the Aerospace Academy at Bowman Field through the partnership between Shawnee High School and Flight Club 502.

### **Mission and Vision**

**Mission:** To educate youth in aerospace fields, leading to exciting and higher-paying careers in the aerospace industry.

**Vision:** To become the premier academy in the USA for developing the aerospace workforce among high school students and to create pathways for them through college and their career tracks.

### **Introduction**

**Purpose:** This strategic plan outlines the development of an Aerospace Academy at Bowman Field in Louisville, Kentucky, in partnership with Flight Club 502 and the Academy at Shawnee High School. This initiative will allow Shawnee High School students to utilize the classrooms and resources of Flight Club 502 during the school year. Teachers will be provided by Shawnee High School. Students and program teachers will conduct their general academic and aerospace curriculum (Flight/Maintenance) at Bowman Field. The goal is to enhance the educational opportunities for the Academy at Shawnee and also address the critical shortage of





## Flight 502 Proposal

- Develop critical thinking, problem-solving, and technical skills.
- Participate in real-world projects and simulations.
- 4. Networking and Mentorship:
  - Connect with industry professionals and mentors.
  - Build a network that supports career growth and development.
- 5. Personal Growth:
  - Engage in programs that foster leadership, responsibility, and teamwork.
  - Participate in extracurricular activities that enhance personal development.

### **Benefits for Shawnee High School:**

1. Alleviate Facility Constraints:
  - Reduce overcrowding by relocating some programs to Bowman Field.
  - Free up crucial space for other educational activities and programs.
2. Enhanced Resources and Facilities:
  - Access to Flight Club 502's aviation training tools and resources.
  - Utilize modern classrooms and flight simulators at Bowman Field.
3. Expanded Recruitment Opportunities:
  - Leverage Flight Club 502's outreach programs to attract more students.
  - Increase visibility and appeal of Shawnee's aviation program through Flight Club 502 events and activities.
4. Improved Educational Experience:
  - Provide students with hands-on learning opportunities in a real-world aviation environment.
  - Enhance curriculum with access to industry professionals and advanced training equipment.
5. Strengthened Partnerships:
  - Develop strong ties with Flight Club 502, leading to potential collaborations on future projects and initiatives.
  - Benefit from Flight Club 502's connections with the aviation industry for internships and job placements.

### **Benefits for Flight Club 502:**

1. Connection with Scholastic Program:
  - Establish a formal partnership with Shawnee High School's aviation program.



# **Shawnee High School**



## **Flight 502 Proposal**

### **Enhancing Aviation Opportunities: Establishing a Shawnee Satellite Campus at Bowman Field**

#### **Relieve the Pressure on Shawnee High School**

Establishing a satellite campus at Flight Club 502's Bowman Field will significantly alleviate the stress on Shawnee High School's facilities, which are currently at capacity. By moving some programs to Bowman Field, we can provide Shawnee students with the necessary space and resources to fully develop and expand their aviation education.

#### **Expand Opportunities for West End Students**

This initiative will offer valuable opportunities for Shawnee students, especially those from the West End. Relocating some aviation programs to Bowman Field will enhance the educational experience, support the principal and assistant superintendent, and pave the way for exciting career opportunities in aviation.

#### **Addressing Misconceptions and Ensuring Excellence**

Shawnee High School is the only school in Kentucky certified with CTE for flight training. By setting up a satellite campus at Bowman Field, Shawnee can maintain its unique certification and continue offering flight training for their students..

#### **Free Up Crucial Space at Shawnee High School**

The new satellite campus at Bowman Field will free up essential space at Shawnee High School, allowing better management of resources and providing a more focused learning environment for all students. This relocation will optimize Shawnee's facilities, benefiting the entire school community.



## Flight 502 Proposal

**Non-Flight Curriculum:** Per area superintendent the E-School curriculum is able to accommodate the Academy @ Shawnee for core subject areas. The Academy @ Shawnee will provide a Teacher to facilitate instruction.

### Transportation:

- **Arrival:** Students who are able to provide their own transportation may do so, but will be expected to arrive at Bowman Field no later than 8:40 am. Students who need transportation will need to arrive at Shawnee to catch the activity bus to Bowman Field by 8:00 am.
- **Dismissal:** Students who are able to provide their own transportation may do so, but will be expected to be picked up at Bowman Field no later than 3:45 pm. Students who used transportation provided by Shawnee will catch the activity bus back to Shawnee in time to catch the bus home (as needed).

**Nutrition:** Students who arrive at Shawnee will be able to grab their breakfast. There will also be breakfast and lunch boxed up and taken to Bowman field with the students on the activity bus to ensure that all students have access to school breakfast and lunch. Students will be offered a grab and go lunch from the school cafeteria (similar to UPS).

### Course Alignment:

#### [Flight Club 502/JCPS Shawnee Planning Document](#)

Grade	Technical Core (Ensure you have a minimum of a 4 credit sequence of High School CTE Courses)	Diploma, Certifications(s), Certificate(s), Degree(s) (Include any Credentials Students Have the Ability to Earn when Pursuing this Program of Study)
9 <sup>th</sup>	<ul style="list-style-type: none"><li>• Introduction to Aerospace and Aviation 210226 (Magnet Students)</li></ul> <p>Possible CTE DC</p> <p>TECH 105 Tech &amp; Society (DC: not sure which KDE course it aligns with)</p> <p>AVN 150 Introduction to Aviation (DC: not sure which KDE course it aligns with, maybe Aviation I)</p>	
10 <sup>th</sup>	<ul style="list-style-type: none"><li>• Introduction to Aerospace and Aviation (210226) (Non-Magnet students)</li><li>• Aviation I (210233)</li></ul>	