Memorandum of Understanding (MOU) Angelina Flying Club And Hudson ISD

Flight Training Agreement 2024 – 2025

Parties: Angelina Flying Club (AFC), is a non-profit organization [Flying Club] with the mission to facilitate community access to private aviation. Hudson ISD (HISD), is a Texas public independent school district and political subdivision of the State of Texas. J&B Aircraft Leasing LLC., [J&B Aircraft] is a private corporation in the business of aviation, and a supporter of AFC's mission.

Purpose of Agreement: To support HISD's aviation program and facilitate private pilot training by HISD students in pursuit of their private pilot certification. The term of this agreement shall be for the school year 2024 – 2025.

AFC Obligations: AFC will waive initiation fees (normally \$500 per student) and monthly membership fees (normally \$50 per month) for up to 10 students enrolled in the HISD aviation program each calendar school year.

Additionally, AFC will provide the following benefits to each student enrolled in the program:

- Access to AFC Aircraft suitable for the student's use in the program with the goal of obtaining the student's Flight Training towards his/her Private Pilot Certificate: Airplane Single-Engine rating.
- Each HISD student will be allowed up to a total of **50 hours** of aircraft flight time to work toward their Private Pilot License and additional ratings.
- Designated Aircraft will be a Cessna 172, or substantially similar aircraft.
- Designated Aircraft will be maintained by a certified A&P and IA mechanic, certified airworthy, registered with the FAA, and insured.

J&B Aircraft Obligations: J&B Aircraft agrees to fund costs incurred to pay for Certified Flight Instructor (CFI) time required by each HISD student in the program, at the rate charged by the student's CFI, up to \$75 per hour. J&B Aircraft's commitment and obligation to pay CFI charges under this agreement will include providing the minimum 20 hours of dual CFI instruction as required by the FAA per HISD student, plus any additional dual instruction beyond the minimum 20 hours as determined to be necessary by the student's CFI in order to adequately prepare each HISD student to take a Private Pilot practical test ride from an FAA Designated Pilot Examiner. However, J&B Aircraft's obligation to pay CFI charges will cease after the student has obtained 50 hours of aircraft flight time under the program.

Student Participation Requirements:

- Each Student must be at least 16 years of age.
- Each Student must be able to read, write, speak and understand the English language.

- Each Student to be classified as a Junior or Senior and enrolled in the Aviation Program at
- Each Student to be enrolled (dual credit student) with the Aviation Program at Stephen F Austin State University (SFA).
- Each Student must maintain "good standing" with HISD and with SFA.
- Each Student must have already passed the FAA written test for the Private Pilot License.
- Student to provide a First (1st) class Flight Physical certificate
- Student to schedule the Aircraft and the CFI with sufficient advanced notice for each lesson.
- Student to attend training when scheduled with the CFI, and to be prepared for each lesson.
- HISD or Student to provide for Aircraft Renter's Insurance assigned to AFC
- HISD or Student to provide an iPad for training along with annual subscription to Foreflight software.
- · HISD or Student to provide noise cancelling headset.
- Each Student is responsible for his or her own transportation to and from the Angelina County Airport.
- HISD or Student to provide study materials, charts, etc. needed for Private Pilot License study.
- HISD or Student will be responsible for costs related to FAA Designated Pilot Examiner check ride.
- HISD or Student will be responsible for costs related additional aircraft rental time, and/or additional CFI time after the initial 50 hours.
- Student <u>must</u> have approval and "Sign Off" by a Certified Flight Instructor for all time flown in AFC Aircraft. <u>Under no circumstances shall a student fly the aircraft without</u> the required "Sign Off" from the student's CFI.

HISD Commitment:

HISD shall designate up to 10 students each calendar year that will be afforded membership in AFC under this agreement. HISD agrees to pay AFC \$10,000.00 for each student enrolled in the program. In return, AFC agrees to waive all student membership initiation fees, monthly membership fees, and charges for Aircraft Rental time as described in this agreement.

Miscellaneous:

Flight training is to be conducted in Visual Flight Rule (VFR) weather conditions. If weather conditions are not VFR, lessons can be delayed, or canceled. Students (and HISD instructors) will be provided with access to the AFC aircraft scheduling app. Students (and/or the HISD instructor working with each student) are encouraged to schedule the Aircraft and confirm scheduling with the student's CFI as early as possible. It is understood that there will be times of schedule conflicts with the Aircraft, and a lesson may be delayed or canceled due to scheduling conflicts, weather, or required maintenance of the aircraft.

New Student Pilot Orientation:

 Prior to a HISD Student beginning flight training, there must be a new student pilot orientation meeting between the Student, Parent/Guardian and the student's CFI. Parents are encouraged to be involved in the training process. Both parents and students should understand and agree with the students obligations under the program, including the expectations of the student with regard to study and scheduling of the aircraft and CFI time.

Certified Flight Instructors:

Certified Flight Instructors (CFI) authorized under this agreement are to be determined by HISD, the student, and the student's parents or legal guardian. It is expressly understood that Certified Flight Instructors are independent contractors who will be performing services directly for the student and student's parent or legal guardian. Angelina Flying Club is not a flight school and does not have the right of control over any CFI chosen by the student or parent. For this reason, AFC cannot and will not attempt to direct, or exercise control over the student's flight training in any manner. AFC's sole purpose and involvement in this agreement is to facilitate access to AFC aircraft as described herein.

Likewise, J&B Aircraft is not the employer of, and does not control, any CFI that may provide training under this agreement. J&B Aircraft's sole obligation under this agreement is to reimburse CFIs who agree to provide training under this agreement, under the terms described herein.

Any CFI who desires to participate in this program must be approved by the student, student's parents, and HISD. Participating CFI's must also sign a copy of this agreement to confirm independent contractor status and acceptance of the terms of this agreement. CFIs who have expressed a desire to participate in the program and agreed to the terms herein are identified below:

Mark Dunn, CFII 936-676-9075 Kent Walker, CFII 936-366-2496

Termination of Agreement:

Any CFI may withdraw from this agreement, at will, upon written notice to all parties. HISD, AFC, and J&B Aircraft may withdraw from this agreement, at will, upon 30 days written notice to all Parties. In the event of termination by HISD, AFC, or J&B Aircraft, all monies owed for expenses or services rendered through the date of termination will remain owing to the respective parties. However, in the event of termination, HISD will be entitled to a pro-rata refund of monies paid based on aircraft hours used by each student. [I.e. if the student has incurred 25 hours of aircraft time, at termination, HISD would be entitled to a refund of \$5,000 out of the \$10,000 paid under this agreement.]

If any student withdraws from, or fails to complete, the program, HISD will not be entitled to a refund, but will be allowed a credit equal to 50% of the unused aircraft time to be credited to another student's program cost.

Signature Page to Follow

Agreed by the Parties as indicated below:

6735 Ted Trout Dr. Lufkin, Texas 75904

Angelina Flight Club By: Mike Love	Date: 12-12-20
By: High School Principal / Superintendent On ALA BB (print Principal / Superintendent name)	Date: 11/5/2024
J&B Aircraft Leasing LLC By: Mike Love	Date: 12/12/2024
By: Certified Elight Instructors (CFI) By:	Date: 12-16-24
Mailing Address:	
Angelina Flying Club PO Box 151236 Lufkin, Texas 75915 Hudson Independent School District	