

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
CONTRACT/AGREEMENT/GRANT APPROVAL COVER SHEET**

**Title of Contract/Agreement/Grant:** AGREEMENT FOR AIRCRAFT LEASE

**Contract/Agreement/Grant Type:**

- ☒ New (If yes, may require Board approval)      ☐ Continuing (no changes)      ☐ Continuing (with changes, note changes in description)      ☐ Addendum to existing
- ☐ SCCCD Generated      ☒ Requires Legal Review      ☐ Requires Insurance (If yes, complete insurance form)      ☐ Resolution Required Board approval required

☐ Application      ☒ Final

**Contract/Agreement/Grant:**

Initial      Initial      Initial      Initial

Total Amount: notation of hourly rates

Date final approved: \_\_\_\_\_

Yr 1: \_\_\_\_\_ Yr 2: \_\_\_\_\_ Yr 3: \_\_\_\_\_ Yr 4: \_\_\_\_\_ Yr 5: \_\_\_\_\_

Budget No. \_\_\_\_\_ Match: \_\_\_\_\_ Period: \_\_\_\_\_

Description/Notes (Explanation of grant/agreement and changes from prior agreement, if any):

Attached is an MOU between between the SCCCD (and its component, Reedley College), and JB Aeronautics for Aircraft Lease.

RC previously drafted an MOU between Golden Eagle Enterprises, Inc. DBA Mazzei Flying Service for Aircraft Rental and Contract Education Services for Aircraft Flight Instruction. The MOU was review and approved by both Greg Taylor and Ed Eng in July, 2016. Prior to the time of implementation Mazzei went out of business. RC began discussions with Jim Brannan of JB Aeronautics to take the place of Mazzei. Additionally RC had communications with the Veteran Administration (VA), who indicated that for our program to be eligible for veterans, the flight instructors needed to be employees of the college. The Mazzie MOU has been adjusted for JB Aeronautics to include only the Aircraft Lease and not for any contracted flight instruction. Brian Pelhan of ASCIP was contacted for insurance information regarding the change to Lease only. All are in agreement of the terms. The Flight Training program is scheduled to begin in January, 2018, but the MOU must be in place prior to accompany the package to be sent to the VA.

*Supplemental Ins. w/ Gallagher MOU Exclusion ASCIP*

**Approval Signatures:**

1.

Donna Berry  
Initiator:

Title: VP Admin Services Date: 8/28/17

3.

Donna Berry

Title:  
Vice President of Administrative Services  
Date: 8/28/17

2.

Dale van Dam

Title: Vice President of Instruction Date: 8/28/17

4.

Dr. Sandra Caldwell

Title:  
President  
Date: 8/29/17

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR AIRCRAFT LEASE**

This Agreement for Aircraft Lease ("Agreement") is entered into by and between the State Center Community College District (and its component, Reedley College), located at 995 N. Reed Ave., Reedley, CA 93654, hereinafter, "District", and JB Aeronautics, hereinafter, "Company". District and Company are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS District desires to lease aircraft, that are maintained in strict accordance with the Federal Aviation Administration and other regulatory/statutory requirements, so as to properly maintain the safety and airworthiness condition of four aircraft identified in Attachment "1":.

THEREFORE, District and Company agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through May 31, 2022, inclusive.
2. The District will lease aircraft for all training done in all District FLGHT lab courses. All instruction in these courses will be accomplished by District instructors/faculty in accordance with Department of Veterans Affairs (VA) current policies. See Attachment "1" for set hours per course to be provided by Company and hourly rates.
3. Aircraft and Advanced Aviation Training Device (AATD) hourly rates include the required space and furniture for the following types of use by District faculty for the purposes of flight science instruction:
  - a. pre- and post-flight briefing of students
  - b. 1-on-1 briefing of students
  - c. checkride oral exam space
  - d. area for students use in cross country flight planning.

Aircraft hourly rates include all Federal Aviation Administration (FAA)- required maintenance. Aircraft hourly rates include insurance charges, with coverage as outlined in item 15.

4. No fuel surcharge will be assessed above aircraft hourly rates unless home-base fuel pricing remains over \$6.75 per gallon for a full calendar quarter. In this case the Parties will agree on revised aircraft lease pricing or a fuel surcharge.

5. Aircraft, AATD, and briefing spaces shall be located at the Fresno Yosemite International Airport, 4955 E. Anderson, Suite 117, Fresno, CA 93727.

6. Payment to the Company is based on providing space and aircraft to the District. To determine the number of aircraft necessary for use by each scheduled FLGHT course, District shall provide Company with official course enrollments 30 days prior to and on the first day of classes each semester to allow Company to plan for needed resources. District shall provide official class rosters for all flight students the morning after the last day to drop classes for a full refund. Flight training will be scheduled to begin no later than the day after the last day for a full refund. The Parties acknowledge that class rosters are subject to change not only before the semester begins, but also throughout the semester, pre- and post-census day.

22 EF.  
7. Company agrees to submit complete, acceptable invoices, on the first and fifteen day of each month, to District, at the address listed in Section 25 below, to the Attention of Dean of Career & Technology Education, David Clark, with a copy to Linda Nies, Accounting Supervisor, Reedley College. All payments are due and payable no later than 30 days after receipt of a complete invoice. A complete invoice includes an itemized account for each student and the instruction provided, supported with HOBBS receipts and/or other form of acceptable documentation that demonstrates training was provided to the student listed in the invoice. The District agrees to pay Company the hourly rates shown in Attachment "1," item 13 for each hour of training as documented by the HOBBS receipts, not to exceed the total flight hours for each FLGHT lab course as documented in Attachment "1", item 13.

8. No later than seven (7) days after the last day of each semester, the Company agrees to provide the District a complete report showing all flight time and AATD time provided by Company for the previous semester and a separate and complete report showing all aircraft leased time accomplished that semester.

9. At all times, the District will have access to Company student flight records that include aircraft time, AATD time, and student schedules.

10. District will immediately notify Company of any student finance issue which may require a student to terminate their course enrollment.

11. The District and Company will provide administrative liaison to one another in the performance of this Agreement. The administrative contact for the District will be David Clark, (559) 638-0300, ext. 3361, Dean of Career & Technology Education, Reedley College. The administrative contact for the Company will be James Brannan (559) 970-8147.

12. The Parties agree that they shall not unlawfully discriminate in the selection of any student considered for, or receiving instruction under, this Agreement because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, veteran status, genetic information, and/or medical condition.

13. FAA written test costs and FAA Designated Pilot Examiner costs are not covered by this agreement. Students are personally responsible for paying these costs. Any District student wishing to pay out-of-pocket for aircraft rental and/or flight instruction to the Company that is above and beyond what is covered in this agreement shall gain written approval from the Company and the District in advance.

14. Indemnity: Company agrees to indemnify, defend, and hold harmless District, its trustees, employees, and agents from any and all damages, claims, or any other action or liability arising from, or relating to Company's negligent or willful acts, or omissions, relating to services and obligations required by Company under this Agreement, and for the negligent or willful acts, or omissions, of such services by Company's employees, agents, and independent contractors. District agrees to indemnify, defend and hold harmless Company, its employees, and agents from any damage or claims

resulting from the grossly negligent acts or omissions of District, its employees, or agents, relating to the services and obligations required by District arising under this Agreement.

15. Insurance: Company agrees to carry a comprehensive general liability insurance, specific to aircraft operations liability, with limits of \$5,000,000 per occurrence, combined single limit, with a minimum of \$100,000 per/passenger sublimit, for bodily injury and property damage in a form mutually acceptable to both Parties to protect Company and District and to protect Company and District against liability or claims of liability which may arise out of this Agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory. Company agrees to self-insure hull coverage consistent with replacement value of the plane. No later than 7 days prior to start of any flight lab instruction or aircraft lease scheduled to begin, Company shall provide District with certificates of insurance evidencing all coverage and endorsements including a required thirty-day prior written notice of cancellation or reduction in coverage. Company agrees to name District and District employees as additional insureds under said policy.

16. Assignment. This Agreement shall not be assigned by Company without the prior written consent of District.

17. Strict Compliance With Applicable Laws. Company's performance of the services herein must at all times meet the approval of the District, and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Company agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now, and which may in the future, become applicable to Company, the conduct of Company's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

18. District Right to Audit. District may conduct periodic audits of Company records relating to the services contemplated by this Agreement. Company agrees to cooperate fully with any District audit of business records relating to the services provided under this Agreement, subject to District providing Company with no less than 10-days prior written notice of such audit occurring. E-mail communication to Company shall be considered effective written notice.

19. Permits/Licenses. Company shall require that all Company employees secure and maintain in force all such permits, licenses, and other certifications as may be required by law in connection with the furnishing of services pursuant to this Agreement.

20. Entire Agreement. This Agreement supersedes all prior Agreements, either oral or written between the Parties with respect to the subject of this Agreement. Each Party to this Agreement acknowledges that there has been no representations, inducements, promises or Agreements, oral or otherwise made by any Party, which is not embodied herein. All amendments or modifications to this Agreement shall be in writing and signed by both Parties before each amendment or modification shall take effect.

21. Notice/Termination. District and Company may terminate this Agreement upon 180 days prior written notice to the other Party. If the end of the 180 days falls within a District semester (summer term included), then this Agreement shall remain in force through the last day of that semester and until all agreed aircraft time and AATD time has been provided by the Company. The District and Company recognize that terminating classroom instructional activities prior to course instruction completion is not in the best interests of District's students. ~~However, the parties agree that Company may terminate this Agreement upon 90 days prior written notice to District should Company's employees be required to deploy for military operations during the term of this Agreement.~~ EE  
Notwithstanding the foregoing, District has the right to immediately terminate this Agreement should Company's insurance requirements lapse, expire, or terminated for any reason.

22. Each Party shall provide notice or communication required to be given under this Agreement in writing by: personal service; or by electronic mail (e-mail) delivery; or by First Class U.S. Postal Service mail, addressed to the other party as follows:

To College: Reedley College  
995 N. Reed Avenue.  
Reedley, CA 93654  
Attn: Vice President of Instruction


With a copy to: State Center Community College District  
1525 E. Weldon Ave.  
Fresno, CA 93704-6398  
Attn: Vice Chancellor, Finance & Administration

To Company: JB Aeronautics  
4955 E. Anderson, Suite 117  
Fresno, CA 93727

And to such persons or places as either of the Parties may hereafter designate in writing. All such notices personally served or delivered by courier, or sent by electronic mail (e-mail) shall be effective when received. All notices sent by U.S. Postal Service mail shall be effective three business days after deposit in the mail.

23. Each individual executing this Agreement on behalf of the Parties represent and warrant that he/she is duly authorized to execute this Agreement on behalf of their respective PARTY and that this agreement is binding thereto.

**JB AERONAUTICS**

  
James Brannan  
Owner

**STATE CENTER COMMUNITY COLLEGE DISTRICT**

  
Edwin Eng  
Vice Chancellor, Finance & Administration



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**JB AERONAUTICS**

James Brannan  
Owner

**STATE CENTER COMMUNITY COLLEGE DISTRICT**



Edwin Eng  
Vice Chancellor, Finance & Administration

## **ATTACHMENT 1 - SCOPE OF SERVICES**

1. Company is the aircraft and AATD leasing company chosen by District for providing aircraft time and AATD time to students enrolled in District flight-training courses (FLGHT courses).
2. The District will lease aircraft and AATD from Company and District will hire its own instructors/faculty to accomplish all flight training in District FLGHT lab courses.
3. Prior to the beginning of each semester, the Company may recommend to the District a qualified instructor or instructors who qualify as a District employee to teach all Part 61 approved ground school classes at the District campus. Company will also recommend qualified flight instructors to work for District in scheduled FLGHT lab courses. Company shall not provide any instruction in any District course.
4. The Company will provide aircraft time and AATD time as listed by FLGHT course in this Attachment.
5. Leased aircraft and AATD rates include ramp parking space, maintenance, insurance, pre and post flight briefing space, 1-on-1 briefing space, FAA checkride oral exam briefing space, and space for student cross country planning.
6. Unless otherwise mutually agreed upon, in advance, in writing,
  - a. Visual Flight Rule (or "VFR") aircraft shall be the Piper PA-38
  - b. Instrument Flight Rule (or "IFR") aircraft shall be the Piper PA-28
  - c. "Complex" aircraft shall be the Cessna Turbo C-210
7. Company agrees to assist the District with the creation of an aircraft usage schedule to accommodate District students using its scheduling system.
8. All students receiving aircraft time or AATD time in a District FLGHT course will be previously approved by District.
9. Students will pay District for all approved aircraft time and AATD time in accordance with published catalog and published syllabi.
10. Company will notify District as soon as possible regarding the following:
  - a. When Company training aircraft are out of service that impacts or may impact this agreement.
  - b. When a student fails to be endorsed for or attempts and fails any required stage check or checkride.
  - c. When a student is not making sufficient progress.
  - d. When a student fails to show up for any scheduled flight and is an unexcused absence.
  - e. When a student refuses or is unable, for any reason, not to be scheduled or also not fly

during any 10 day period (excluding any non-flying days as scheduled by the college such as the first two weeks of classes and college holidays).

11. District will immediately notify Company of any student finance issue which may require a student to stop flying that term.
12. The Company agrees to provide each student who is enrolled in a FLGHT course, the amount of aircraft time and AATD time as listed in this Attachment '1' item 13.
13. Aircraft and AATD times and costs per student per semester:

<b>Costs of Flight Lab courses</b>		<b>VFR Aircraft Hours</b>	<b>IFR Aircraft Hours</b>	<b>Complex Aircraft Time</b>	<b>AATD Time</b>	<b>Total per student per course</b>
FLGHT 105	Private Pilot Flight Lab	35	0	0	0	\$ 4,550
FLGHT 106	Advanced Private Pilot Flight Lab	37	0	0	0	\$ 4,810
FLGHT 125	Commercial Pilot Flight Lab	65	0	0	0	\$ 8,450
FLGHT 115	Instrument Pilot Flight Lab	0	15	0	10	\$ 3,355
FLGHT 116	Advanced Instrument Flight Lab	0	17	0	10	\$ 3,689
FLGHT 126	Advanced Comm Pilot Flight Lab	55	0	11.5	0	\$ 11,210
FLGHT 135	Flight Instructor Flight Lab	26	0	4	0	\$ 4,792

\* If student completes all aircraft time and AATD in that course.

VFR Aircraft Lease cost per hour	\$	130
IFR Aircraft lease cost	\$	167
Complex Aircraft cost per hour	\$	353
AATD lease cost per hour	\$	85



Disclaimer/waiver  
when student  
signs up.

90 days  
~~military deployment~~  
company  
HOBBS? OK

Juli - Hire  
employees I/c  
teach flight  
instruction

Attachment 1  
catalog vs  
schedule

pricing 4 1/2 yrs  
to our benefit  
what if costs  
increase?

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*Supplemental Ins. w/ Gallagher MOU Exclusion ASCIP*

**Approval Signatures:**

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Initiator:

Title: VP Admin Services Date: 8/28/17

3.

Donna Berry *Donna Berry*

Title:  
Vice President of Administrative Services  
Date: 8/28/17

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Dale van Dam *Dale van Dam*

Title: Vice President of Instruction Date: 8/28/17

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Dr. Sandra Caldwell *Sandra Caldwell*  
Title: President Date: 8/29/17

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR AIRCRAFT LEASE**

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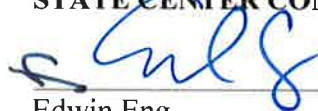
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3. Prior to the beginning of each semester, the Company may recommend to the District a qualified instructor or instructors who qualify as a District employee to teach all Part 61 approved ground school classes at the District campus. Company will also recommend qualified flight instructors to work for District in scheduled FLGHT lab courses. Company shall not provide any instruction in any District course.
4. The Company will provide aircraft time and AATD time as listed by FLGHT course in this Attachment.
5. Leased aircraft and AATD rates include ramp parking space, maintenance, insurance, pre and post flight briefing space, 1-on-1 briefing space, FAA checkride oral exam briefing space, and space for student cross country planning.
6. Unless otherwise mutually agreed upon, in advance, in writing,
  - a. Visual Flight Rule (or "VFR") aircraft shall be the Piper PA-38
  - b. Instrument Flight Rule (or "IFR") aircraft shall be the Piper PA-28
  - c. "Complex" aircraft shall be the Cessna Turbo C-210
7. Company agrees to assist the District with the creation of an aircraft usage schedule to accommodate District students using its scheduling system.
8. All students receiving aircraft time or AATD time in a District FLGHT course will be previously approved by District.
9. Students will pay District for all approved aircraft time and AATD time in accordance with published catalog and published syllabi.
10. Company will notify District as soon as possible regarding the following:
  - a. When Company training aircraft are out of service that impacts or may impact this agreement.
  - b. When a student fails to be endorsed for or attempts and fails any required stage check or checkride.
  - c. When a student is not making sufficient progress.
  - d. When a student fails to show up for any scheduled flight and is an unexcused absence.
  - e. When a student refuses or is unable, for any reason, not to be scheduled or also not fly



during any 10 day period (excluding any non-flying days as scheduled by the college such as the first two weeks of classes and college holidays).

11. District will immediately notify Company of any student finance issue which may require a student to stop flying that term.
12. The Company agrees to provide each student who is enrolled in a FLGHT course, the amount of aircraft time and AATD time as listed in this Attachment '1' item 13.
13. Aircraft and AATD times and costs per student per semester:

Costs of Flight Lab courses		VFR Aircraft Hours	IFR Aircraft Hours	Complex Aircraft Time	AATD Time	Total per student per course
FLGHT 105	Private Pilot Flight Lab	35	0	0	0	\$ 4,550
FLGHT 106	Advanced Private Pilot Flight Lab	37	0	0	0	\$ 4,810
FLGHT 125	Commercial Pilot Flight Lab	65	0	0	0	\$ 8,450
FLGHT 115	Instrument Pilot Flight Lab	0	15	0	10	\$ 3,355
FLGHT 116	Advanced Instrument Flight Lab	0	17	0	10	\$ 3,689
FLGHT 126	Advanced Comm Pilot Flight Lab	55	0	11.5	0	\$ 11,210
FLGHT 135	Flight Instructor Flight Lab	26	0	4	0	\$ 4,792

\* If student completes all aircraft time and AATD in that course.

VFR Aircraft Lease cost per hour	\$ 130
IFR Aircraft lease cost	\$ 167
Complex Aircraft cost per hour	\$ 353
AATD lease cost per hour	\$ 85