

FRISA Partner Memorandum of Understanding (MOU) — Agreement Packet

Front Range Institute for Sustainable Aviation (FRISA) — a Colorado 501(c)(3) (in formation). FRISA's mission is to reduce general-aviation **noise, airborne lead (100LL), and CO₂** (in that priority order) around Front Range airports. This packet collects the three partner agreements that govern FRISA's Impact-Optimized Training program and any airframe FRISA helps fund. **DRAFT — not legal advice; all terms [CONFIRM: legal review] before signature.**

Contents: (1) Airframe Impact-Optimization Agreement · (2) Low-Impact Part 61 Pilot-Sponsorship MOU · (3) CFI Participation Agreement.

Airframe Impact-Optimization Agreement

DRAFT — not legal advice. This document is a working draft prepared for discussion only and is [CONFIRM: legal review] pending review by qualified Colorado counsel and the Operator's counsel before execution.

Prepared for FRISA (Front Range Institute for Sustainable Aviation) — Impact-Optimized Training Program

Parties

This Airframe Impact-Optimization Agreement (the "**Agreement**") is entered into by and between:

- **FRISA** — Front Range Institute for Sustainable Aviation, a Colorado nonprofit corporation organized under, and intended to qualify as exempt under Section 501(c)(3) of the Internal Revenue Code (in formation; [CONFIRM: formation complete,

EIN, and exemption status]), with its principal base of operations at Boulder Municipal Airport (KBDU), Boulder, Colorado ("**FRISA**"); and

- **The Operator** — [CONFIRM: legal name of airframe owner/operator, e.g., Journeys Aviation, LLC] , the owner and/or operator of the Aircraft (defined below) (the "**Operator**").

FRISA and the Operator are each a "**Party**" and together the "**Parties**."

Recitals / Purpose

A. FRISA's charitable mission is to reduce general-aviation noise, airborne lead (100LL), and CO₂ emissions around Front Range airports, with its base at Boulder Municipal Airport (KBDU).

B. FRISA operates an **Impact-Optimized Training** program — a "virtual Part 61 school" of low-impact aircraft flying low-impact routes — under which FRISA may provide capital contributions, grants, or other support to help fund, purchase, or place quieter and/or unleaded-capable aircraft with operating partners.

C. The Operator owns and/or operates one or more aircraft that FRISA has helped or will help fund or place (each, the "**Aircraft**," as identified on **Schedule A**).

D. In consideration of FRISA's investment, the Operator agrees to operate the Aircraft in a manner that advances FRISA's mission, principally by dispatching the Aircraft through the **FRISA Scheduling Calendar** so that FRISA can deliver impact guidance and collect impact data. This is the linchpin obligation from which the program's benefits flow.

E. The Parties intend this Agreement to govern **any** Aircraft FRISA helps fund or place, present or future, as added to Schedule A.

Definitions

- **"FRISA Scheduling Calendar"** — the booking/dispatch system operated by or for FRISA through which all flights of the Aircraft are reserved and dispatched, and through which FRISA captures per-flight data and delivers post-flight impact guidance.
 - **"Low-Impact Route"** — a route, time, and altitude profile recommended by FRISA to minimize **noise exposure over populated areas** — the route is a noise lever; lead and CO₂ are reduced by the Low-Impact Aircraft, not the path.
 - **"The Three KPIs"** — the program metrics: **Students**, **Hours**, and **Impact** (noise, lead, and CO₂ avoided).
 - **"FRISA-Sponsored Student"** — a youth or student pilot sponsored under FRISA's Low-Impact Part 61 Pilot-Sponsorship program.
 - **"Impact Guidance"** — FRISA's **post-flight**, per-flight feedback: the measured noise, lead, and CO₂ of each flight, with recommendations (such as quieter routes, which reduce noise) for future flights, delivered through the FRISA Scheduling Calendar.
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Term

This Agreement begins on the last date of signature (the **"Effective Date"**) and continues for an initial term of [CONFIRM: e.g., three (3) years] , automatically renewing for successive one-year terms unless either Party gives written notice of non-renewal at least [CONFIRM: 60] days before the end of the then-current term, subject to the survival of investment-recapture and data provisions in **Termination** below.

Obligations of the Operator

The Operator's core obligations, in priority order:

1. LINCHPIN — Dispatch the Aircraft through the FRISA Scheduling Calendar

All bookings and flights of the Aircraft — including instructional, solo, discovery, rental, and ferry flights — shall be reserved and dispatched through the **FRISA Scheduling Calendar**. The Operator shall not dispatch the Aircraft through a parallel or competing scheduling system except as a documented fallback during a Calendar outage [CONFIRM: outage/fallback procedure] .

Why this is obligation #1: Dispatch through the Calendar is the single mechanism that makes every other commitment in this Agreement possible. It is how FRISA (a) captures **flight intent** (route, time, training objective) at booking, (b) delivers **post-flight Impact Guidance** — each flight's measured impact and recommendations — to the pilot, (c) closes the loop on **noise reports** by tying them to known flights, (d) **prompts diversions** to lower-population fields when appropriate, and (e) collects the per-flight **data** that produces the Three KPIs. Without Calendar dispatch, FRISA cannot guide, measure, or report impact, and the investment cannot be shown to serve FRISA's exempt purpose.

2. Offset the highest-impact aircraft (maximize displacement)

The Operator shall deploy the Aircraft to **displace the highest-impact aircraft in its operation wherever feasible** — assigning the Aircraft to the missions otherwise flown by the loudest and most lead-/fuel-intensive aircraft (tow, primary training, pattern work, rental) so that **each hour on the Aircraft removes an hour of the worst-impact flying**. Maximizing this displacement — **not merely adding flight hours** — is how the investment actually reduces noise, lead, and CO₂. This utilization is **in addition to** flying FRISA-Sponsored (scholarship) Students; both uses count toward the Three KPIs. [CONFIRM: how the "highest-impact aircraft" is identified — e.g. from FRISA's fleet impact ranking — and any minimum-displacement utilization target.]

3. Post-flight impact feedback to pilots

After each flight, pilots/Operator shall **receive FRISA's post-flight Impact Guidance** — the measured impact of the flight, with recommendations such as quieter routes (which reduce noise over populated areas) — delivered through the Calendar, and **apply it to reduce the impact of future flights**, consistent at all times with the pilot's authority and responsibility as pilot-in-command and with FAA regulations and safety of flight.

[CONFIRM: guidance is advisory and never overrides PIC safety authority – FAA Part 91.]

4. Noise-report acknowledgement

The Operator and its pilots shall **participate in acknowledging community noise reports** routed through FRISA, including timely acknowledgement of reports associated with the Aircraft's flights and good-faith adjustment of future operations where feasible.

5. Diversion to low-population airports

The Operator and its pilots shall **participate in diverting** practice and training activity (pattern work, maneuvers, touch-and-go) to lower-population fields when appropriate and consistent with safety, weather, airspace, and training objectives.

6. Cooperation, data, and good standing

The Operator shall keep the Aircraft airworthy and insured, cooperate with FRISA's data collection, and honor the priority-benefit and pricing commitments below.

Priority Benefits the FRISA-Funded Aircraft Receives in Return

In consideration of the obligations above, the Operator shall extend the following priority benefits to the Aircraft and to FRISA-Sponsored Students:

- **Maintenance/repair priority** — the Aircraft receives priority scheduling for maintenance and repairs to maximize availability for low-impact training.
- **Discovery-flight priority** — the Aircraft is given priority assignment for discovery/intro flights.
- **Lowest pricing for FRISA-Sponsored Students** — FRISA-Sponsored Students receive the **Operator's lowest available rate** for the Aircraft [CONFIRM: define "lowest available rate" and any cap/floor] .

- **Optional CFI quiet-aircraft bonus** — CFIs who elect to fly the quieter/lower-impact Aircraft are eligible for a per-flight or per-hour bonus from the FRISA bonus pool (see FRISA's obligations), administered by FRISA. [CONFIRM: bonus is paid by FRISA, not the Operator; tax treatment of bonus to CFI.]
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Obligations of FRISA (Reciprocal)

- **Capital contribution** — FRISA shall provide the capital contribution, grant, or placement support described on **Schedule A** for the Aircraft [CONFIRM: amount, form (grant/loan/co-ownership/lease), and any FRISA equity or lien].
 - **Calendar and notification system** — FRISA shall operate and maintain the FRISA Scheduling Calendar and the Impact-Guidance/notification system, and provide reasonable training and support to the Operator's staff and pilots.
 - **Data stewardship** — FRISA shall collect, store, and use flight and impact data per the **Data & Privacy** section, and provide the Operator periodic reporting on the Three KPIs for the Aircraft.
 - **Bonus pool** — FRISA shall fund and administer the optional CFI quiet-aircraft bonus pool [CONFIRM: pool size, eligibility, payment cadence].
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Data & Privacy

- **Data collected** — FRISA collects per-flight data through the Calendar and booking flow, including flight intent, route/time/altitude, hours flown, pilot/CFI identity, training objective, noise-report associations, diversions, and derived impact (noise, lead, CO₂ avoided).
- **Purpose & use** — data is used to deliver Impact Guidance, compute the Three KPIs, report to funders/regulators in aggregate, and improve the program. [CONFIRM: any de-identification standard for public/aggregate reporting.]

- **Ownership** — FRISA owns the aggregated impact dataset; the Operator retains its own business records. The Operator grants FRISA a license to flight data generated through the Calendar. [CONFIRM: data-ownership split; FERPA/student-record considerations if applicable.]
 - **Privacy & minors** — for any pilot who is a minor, parental/guardian consent is required before personal data is collected or shared. [CONFIRM: minors' consent process; applicable privacy law.]
 - **Security & sharing** — FRISA shall use reasonable safeguards and shall not sell personal data; sharing with third parties limited to service providers and aggregate reporting. [CONFIRM: data-processing/security terms.]
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Compensation / Benefits Summary

No cash changes hands between the Parties except (a) FRISA's capital contribution per Schedule A and (b) FRISA-funded CFI bonuses. The Operator's "compensation" is the capital contribution plus increased low-impact utilization of the Aircraft; FRISA's "compensation" is mission impact and data. [CONFIRM: private-benefit / private-inurement analysis for a 501(c)(3) subsidizing a for-profit operator – IRS.]

Termination

- **For convenience** — either Party may terminate on [CONFIRM: 90] days' written notice.
- **For cause** — either Party may terminate on [CONFIRM: 30] days' written notice for uncured material breach, including the Operator's failure to dispatch the Aircraft through the FRISA Scheduling Calendar (obligation #1).
- **Investment recapture** — on termination, FRISA's capital contribution is treated per **Schedule A** [CONFIRM: recapture/repayment/buyout terms, pro-rata over useful life, or lien release].

- **Survival** — Data & Privacy, investment recapture, and confidentiality survive termination.

Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to conflicts-of-law principles. Venue: [CONFIRM: county/court] . [CONFIRM: dispute-resolution / mediation-arbitration clause.]

Nature of This Agreement (Binding / Non-Binding)

The operational commitments (Calendar dispatch, Impact Guidance, noise acknowledgement, diversion, pricing, priority benefits) and the Data & Privacy and capital-contribution terms are intended to be **binding** once executed. Aspirational targets (specific KPI levels) are **non-binding** goals. **This draft is non-binding until signed and [CONFIRM: legal review] is complete.**

Signature Block

DRAFT — FOR REVIEW ONLY — NOT FOR SIGNATURE PENDING [CONFIRM: legal review]

FRISA — Front Range Institute for Sustainable Aviation

By: _____ Name: _____ Title: _____ Date: _____

Operator — [CONFIRM: legal name]

By: _____ Name: _____ Title: _____ Date: _____

Schedule A — Aircraft & Capital Contribution

AIRCRAFT (N- NUMBER / MAKE / MODEL)	LOW-IMPACT ATTRIBUTE (QUIET / UNLEADED)	FRISA CONTRIBUTION (AMOUNT & FORM)	RECAPTURE TERMS	DATE ADDED
[CONFIRM]	[CONFIRM]	[CONFIRM]	[CONFIRM]	[CONFIRM]

Low-Impact Part 61 Pilot-Sponsorship MOU

DRAFT — not legal advice. This Memorandum of Understanding is a working draft for discussion only and is [CONFIRM: legal review] pending review by qualified Colorado counsel and Journeys Aviation's counsel before execution.

Prepared for FRISA (Front Range Institute for Sustainable Aviation) — Impact-Optimized Training Program: the "virtual Part 61 school of low-impact airplanes flying low-impact routes."

Parties

This Memorandum of Understanding (the "**MOU**") is entered into by and between:

- **FRISA** — Front Range Institute for Sustainable Aviation, a Colorado nonprofit corporation intended to qualify as exempt under Section 501(c)(3) of the Internal Revenue Code (in formation; [CONFIRM: formation complete, EIN, exemption status]), based at Boulder Municipal Airport (KBDU) ("**FRISA**"); and

- **Journeys Aviation** — [CONFIRM: legal name, e.g., Journeys Aviation, LLC] , an FAA Part 61 flight-training provider operating at KBDU (the "**Provider**" or "**Journeys**").

FRISA and Journeys are each a "**Party**" and together the "**Parties**."

Recitals / Purpose

A. FRISA's charitable mission is to reduce general-aviation noise, airborne lead (100LL), and CO₂ around Front Range airports, based at Boulder Municipal Airport (KBDU).

B. FRISA operates an **Impact-Optimized Training** program — effectively a "**virtual Part 61 school**" of **low-impact aircraft flying low-impact routes**. Rather than holding its own pilot certificates, FRISA sponsors youth and student pilots into low-impact training delivered by an existing Part 61 provider.

C. Journeys is a Part 61 provider able to deliver primary and advanced flight training at KBDU.

D. The Parties wish to memorialize a sponsorship relationship under which FRISA sponsors students in **low-impact (quiet/unleaded) aircraft** flying **Low-Impact Routes**, scheduled through the **FRISA Scheduling Calendar**, with **FRISA-approved CFIs**, measured against the program's three KPIs: **Students, Hours, and Impact (noise/lead/CO₂ avoided)**.

Definitions

- "**FRISA Scheduling Calendar**" — the booking/dispatch system through which all sponsored training flights are reserved and dispatched, and through which FRISA captures per-flight data and delivers post-flight impact guidance.
- "**Low-Impact Aircraft**" — a quiet and/or unleaded-capable airframe approved by FRISA for the program (including any airframe placed under FRISA's Airframe Impact-

Optimization Agreement).

- **"Low-Impact Route"** — a route/time/altitude profile recommended by FRISA to minimize **noise** over populated areas — route affects noise; lead and CO₂ come from the Low-Impact Aircraft, not the path.
- **"FRISA-Approved CFI"** — a flight instructor selected and approved/credentialed by FRISA under FRISA's CFI Participation Agreement.
- **"Sponsored Student"** — a youth or student pilot accepted into FRISA's sponsorship program.
- **"The Three KPIs"** — **Students, Hours, and Impact** (noise, lead, CO₂ avoided).

Term

This MOU begins on the Effective Date (last signature) and continues for an initial term of [CONFIRM: e.g., two (2) years], renewing for successive one-year terms unless either Party gives [CONFIRM: 60] days' written notice of non-renewal.

Obligations of FRISA

- **Sponsorship funding** — FRISA funds all or part of Sponsored Students' low-impact Part 61 training per the **Eligibility & Sponsorship Terms** below [CONFIRM: per-student funding amount, caps, milestone disbursement].
- **CFI selection/approval** — FRISA **selects, approves, and credentials** the CFIs eligible to instruct Sponsored Students (CFI selection/approval is FRISA's, not delegated to the Provider). [CONFIRM: approval criteria; coordination with Provider's hiring/insurance.]
- **Scheduling Calendar & guidance** — FRISA operates the FRISA Scheduling Calendar and delivers **post-flight** Impact Guidance (each flight's measured impact and recommendations) to pilots through it.

- **Low-impact aircraft support** — FRISA helps make Low-Impact Aircraft available (including via its Airframe Impact-Optimization Agreement) and may fund quieter/unleaded airframes.
 - **Data stewardship & reporting** — FRISA collects and stewards program data and reports the Three KPIs.
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Obligations of Journeys (the Provider)

- **Deliver Part 61 training** — provide FAA-compliant Part 61 instruction to Sponsored Students, maintaining all required certificates, airworthiness, and insurance.
[CONFIRM: FAA Part 61/91 compliance; insurance limits and additional-insured status for FRISA.]
 - **Use FRISA-Approved CFIs** — assign only FRISA-Approved CFIs to Sponsored Students for sponsored training.
 - **Schedule via the FRISA Scheduling Calendar** — book and dispatch all sponsored training flights through the **FRISA Scheduling Calendar** (the linchpin that enables impact guidance and data capture).
 - **Fly Low-Impact Aircraft on Low-Impact Routes** — conduct sponsored training in Low-Impact Aircraft on Low-Impact Routes when consistent with the training syllabus and safety of flight (PIC authority and FAA rules always control).
 - **Cooperate on data** — provide the records needed to compute the Three KPIs (student progress, hours, routes flown, diversions).
 - **Pricing** — honor FRISA's lowest student pricing for Sponsored Students [CONFIRM: rate definition].
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Eligibility & Sponsorship Terms

- **Who qualifies** — [CONFIRM: e.g., youth/students within a defined age range, residency near Front Range airports, financial-need or merit criteria, medical eligibility] . Eligibility criteria must be applied in a charitable, non-discriminatory manner consistent with 501(c)(3) requirements. [CONFIRM: charitable-class definition – IRS.]
 - **What FRISA funds** — [CONFIRM: e.g., specified number of instructional hours, ground school, checkride fees, in Low-Impact Aircraft only] .
 - **Student obligations** — Sponsored Students (and, for minors, their parents/guardians) shall: train via the FRISA Scheduling Calendar; fly Low-Impact Aircraft on Low-Impact Routes; act on Impact Guidance; consent to data collection; meet attendance/progress milestones; and [CONFIRM: any service/give-back or completion commitment].
 - **Minors** — where a Sponsored Student is a minor, a parent/guardian must co-sign and provide consent for participation and data collection. [CONFIRM: minors' consent, liability waiver enforceability for minors – Colorado law.]
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Data Collection & Privacy

- **Data collected** — students enrolled, hours flown, routes flown, aircraft used, diversions, noise-report associations, and derived **impact avoided** (noise/lead/CO₂) — captured through the FRISA Scheduling Calendar and Provider records.
- **Purpose** — compute and report the Three KPIs (**Students, Hours, Impact**), deliver Impact Guidance, and report to funders/regulators in aggregate.
- **Privacy** — personal/student data handled with reasonable safeguards; not sold; shared only with service providers and as aggregate/de-identified reporting. **Minors:** parental/guardian consent required. [CONFIRM: FERPA/student-record applicability; data-privacy law; consent for minors.]
- **Ownership** — FRISA owns the aggregated impact dataset; the Provider retains its own business/training records; cross-licenses as needed for program operation. [CONFIRM.]

Program KPIs

The program is measured against three KPIs, reported periodically:

1. **Students** — number of Sponsored Students enrolled, active, and reaching milestones/certificates.
2. **Hours** — flight and ground hours delivered in Low-Impact Aircraft on Low-Impact Routes.
3. **Impact** — noise, lead (100LL), and CO₂ **avoided** versus a baseline conventional-training profile [CONFIRM: baseline/methodology for impact-avoided computation].

Compensation / Benefits

FRISA pays sponsorship funding to or for the benefit of Sponsored Students (and to the Provider for delivering their training) per the Sponsorship Terms. The Provider benefits from sponsored enrollment volume and FRISA-supported Low-Impact Aircraft. [CONFIRM: private-benefit analysis – a 501(c)(3) directing funded students to a single for-profit provider – IRS; payment mechanics and documentation.]

Termination

- **For convenience** — either Party on [CONFIRM: 90] days' written notice.
- **For cause** — uncured material breach on [CONFIRM: 30] days' notice, including failure to use the FRISA Scheduling Calendar or FRISA-Approved CFIs for sponsored training.
- **Teach-out** — Sponsored Students mid-training as of termination shall be allowed to complete their then-current sponsored milestone [CONFIRM: teach-out funding]

responsibility].

- **Survival** — Data & Privacy, confidentiality, and accrued funding obligations survive.

Governing Law

Governed by the laws of the State of Colorado, without regard to conflicts of law. Venue

[CONFIRM]. [CONFIRM: dispute-resolution clause.]

Nature of This MOU (Binding / Non-Binding)

This MOU is intended to be **non-binding as to aspirational goals** (target KPI levels, future funding levels) and **binding** as to executed sponsorship funding commitments, CFI-approval authority, Calendar/data requirements, privacy terms, and pricing once specific student sponsorships are issued. **This draft is non-binding until signed and [CONFIRM: legal review] is complete.**

Signature Block

DRAFT — FOR REVIEW ONLY — NOT FOR SIGNATURE PENDING [CONFIRM: legal review]

FRISA — Front Range Institute for Sustainable Aviation

By: _____ Name: _____ Title: _____ Date: _____

Journeys Aviation — [CONFIRM: legal name]

By: _____ Name: _____ Title: _____ Date: _____

CFI Participation Agreement

DRAFT — not legal advice. This Agreement is a working draft for discussion only and is [CONFIRM: legal review] pending review by qualified Colorado counsel before execution.

Prepared for FRISA (Front Range Institute for Sustainable Aviation) — Impact-Optimized Training Program

Parties

This CFI Participation Agreement (the "**Agreement**") is entered into by and between:

- **FRISA** — Front Range Institute for Sustainable Aviation, a Colorado nonprofit corporation intended to qualify as exempt under Section 501(c)(3) of the Internal Revenue Code (in formation; [CONFIRM: formation complete, EIN, exemption status]), based at Boulder Municipal Airport (KBDU) ("**FRISA**"); and
- **The CFI** — [CONFIRM: instructor's full legal name] , an individual holding a current FAA Flight Instructor certificate, certificate no. [CONFIRM] (the "**CFI**").

FRISA and the CFI are each a "**Party**" and together the "**Parties**."

Recitals / Purpose

A. FRISA's charitable mission is to reduce general-aviation noise, airborne lead (100LL), and CO₂ around Front Range airports, based at Boulder Municipal Airport (KBDU).

B. FRISA operates an **Impact-Optimized Training** program — a "virtual Part 61 school" of low-impact aircraft flying low-impact routes — and sponsors youth/student pilots into low-impact Part 61 training (e.g., with Journeys Aviation at KBDU).

C. FRISA selects and approves the CFIs eligible to instruct FRISA-Sponsored Students. The CFI wishes to participate as a **FRISA-Approved CFI**.

D. This Agreement sets out the CFI's approval/credentialing, instructional commitments, the quiet-aircraft bonus, data duties, pricing, and conduct standards.

Definitions

- **"FRISA Scheduling Calendar"** — the booking/dispatch system through which sponsored flights are reserved/dispatched and through which FRISA delivers Impact Guidance and captures data.
 - **"Low-Impact Aircraft"** — a quiet and/or unleaded-capable airframe approved by FRISA.
 - **"Low-Impact Route"** — a FRISA-recommended route/time/altitude profile that minimizes **noise** — the route is the noise lever; lead and CO₂ come from the Low-Impact Aircraft.
 - **"FRISA-Sponsored Student"** — a youth/student pilot sponsored by FRISA.
 - **"Quiet-Aircraft Bonus"** — the bonus FRISA pays the CFI for instructing in the quieter/lower-impact aircraft.
 - **"The Three KPIs"** — **Students**, **Hours**, and **Impact** (noise, lead, CO₂ avoided).
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Term

This Agreement begins on the Effective Date (last signature) and continues for an initial term of [CONFIRM: e.g., one (1) year], renewing for successive one-year terms unless either Party gives [CONFIRM: 30] days' written notice of non-renewal, subject to FRISA's right to suspend/withdraw approval (below).

FRISA Approval / Credentialing of the CFI

- FRISA shall review and **approve/credential** the CFI based on [CONFIRM: criteria — current CFI certificate and ratings, flight review/currency, medical, experience minimums, background check, low-impact-procedures briefing, insurance] .
 - Approval is **conditional and revocable**: FRISA may suspend or withdraw approval for safety concerns, lapse of certificate/currency, breach of this Agreement, or conduct inconsistent with the program. [CONFIRM: due-process/appeal step.]
 - Approval credentials the CFI for the FRISA program only and does not employ the CFI or supersede the Provider's own hiring/insurance requirements. [CONFIRM: independent-contractor vs. employee status; the CFI is not a FRISA employee.]
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Obligations of the CFI

- **Instruct in Low-Impact Aircraft on Low-Impact Routes** — conduct sponsored instruction in FRISA-approved Low-Impact Aircraft on Low-Impact Routes, consistent with the syllabus, FAA regulations, and safety of flight (the CFI/PIC retains full authority and responsibility — Impact Guidance is advisory). [CONFIRM: FAA Part 61/91 compliance; PIC authority preserved.]
- **Schedule via the FRISA Scheduling Calendar** — book and dispatch all sponsored flights through the **FRISA Scheduling Calendar** (the linchpin enabling Impact Guidance and data capture).
- **Apply Impact Guidance** — receive FRISA's **post-flight** impact feedback and apply it (e.g., quieter routes for noise) to reduce the impact of future flights, where safe and feasible.
- **Acknowledge noise reports** — participate in acknowledging community noise reports tied to flights the CFI conducts.

- **Participate in diversions** — divert pattern/practice work to lower-population fields when appropriate.
 - **Honor lowest student pricing** — charge FRISA-Sponsored Students FRISA's lowest student pricing/rate. [CONFIRM: rate definition; whether CFI rate is set by Provider or FRISA.]
 - **Data collection/reporting** — record and report the data needed for the Three KPIs (student, hours, routes flown, aircraft, diversions, impact avoided) through the Calendar/program tools.
 - **Conduct & standards** — maintain certificates/currency, professional and ethical conduct, mandatory-reporting and safeguarding duties when instructing minors, and compliance with the Provider's and FRISA's safety policies. [CONFIRM: background check / youth-safeguarding policy for instructing minors.]
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Quiet-Aircraft Bonus

- FRISA shall pay the CFI a **Quiet-Aircraft Bonus** of [CONFIRM: \$ amount per flight or per hour] for sponsored instruction delivered in the designated quieter/lower-impact aircraft, subject to the bonus pool and verification of Calendar-dispatched flights.
 - The bonus is **paid by FRISA** (not the Provider), administered from FRISA's bonus pool, and conditioned on the flight being properly scheduled via the FRISA Scheduling Calendar with complete data. [CONFIRM: payment cadence; tax reporting (e.g., Form 1099) and the CFI's tax responsibility; private-benefit considerations – IRS.]
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Data Collection & Privacy

- **Data collected/reported** — students instructed, hours, routes flown, aircraft, diversions, noise-report acknowledgements, and impact avoided.

- **Use** — compute the Three KPIs, deliver Impact Guidance, and report to funders/regulators in aggregate.
 - **Privacy** — the CFI shall protect student personal data, collect/handle it only as authorized, and obtain/respect parental consent when instructing minors. FRISA owns the aggregated impact dataset. [CONFIRM: data-privacy terms; consent for minors; FERPA/student-record applicability.]
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Compensation / Benefits

The CFI's standard instructional compensation is paid by the Provider/student per their separate arrangement; FRISA's only payment to the CFI is the Quiet-Aircraft Bonus. The CFI benefits from sponsored-student volume and FRISA's program. [CONFIRM: confirm CFI is not a FRISA employee; worker-classification; insurance/indemnity.]

Termination

- **For convenience** — either Party on [CONFIRM: 30] days' written notice.
 - **For cause / safety** — FRISA may suspend or terminate immediately for safety concerns, loss of certificate/currency, breach, or conduct inconsistent with the program; uncured material breach by either Party on [CONFIRM: 15] days' notice.
 - **Effect** — on termination, approval ends and the CFI stops accepting sponsored flights; accrued, verified bonuses remain payable. [CONFIRM: teach-out of in-progress sponsored students.]
 - **Survival** — Data & Privacy, confidentiality, and accrued-bonus terms survive.
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Governing Law

Governed by the laws of the State of Colorado, without regard to conflicts of law. Venue

[CONFIRM] . [CONFIRM: dispute-resolution clause.]

Nature of This Agreement (Binding / Non-Binding)

Once executed, the CFI's instructional commitments, Calendar/data duties, pricing, conduct standards, and the bonus terms are intended to be **binding**; KPI targets are **non-binding** goals. **This draft is non-binding until signed and [CONFIRM: legal review] is complete.**

Signature Block

DRAFT — FOR REVIEW ONLY — NOT FOR SIGNATURE PENDING [CONFIRM: legal review]

FRISA — Front Range Institute for Sustainable Aviation

By: _____ Name: _____ Title: _____ Date: _____

CFI

Signature: _____ Name: _____ Certificate No.: _____
_____ Date: _____