

**U.S. ARMY CADET COMMAND / DELAWARE STATE UNIVERSITY FLIGHT TRAINING PROGRAM
ADDENDUM TO SENIOR RESERVE OFFICERS' TRAINING CORPS (SROTC) CADET CONTRACT**

The proponent agency is ATCC-ROI

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Title 10 U.S.C., Section 2005, 2101 through 2111 and 3013.

PRINCIPAL PURPOSE: To specify contractual agreements, obligations and participation requirements for individuals selected to participate in the U.S. Army Cadet Command/Delaware State Flight Training Program.

ROUTINE USES: This contract is to be maintained in the participants' Military Personnel Records Jacket as confirmation of enrollment, obligation, and participation requirements.

DISCLOSURE: Disclosure of information requested in this contract is voluntary. However, applicable portions must be completed prior to selection and enrollment of the applicant in the U.S. Army Cadet Command/Delaware State University Flight Training Program.

EXPLANATION TO STUDENT

READ THE CONTENTS OF THIS DOCUMENT CAREFULLY. If there are any portions of this contract you do not understand, request clarification. If after being notified by the Professor of Military Science of your selection for participation in the U.S. Army Cadet Command/Delaware State University Flight Training Program (FTP), you decide to enter the program, you must sign this contract. Following completion and execution of this contract (to include your parent or guardian's signature on this document if you are a minor) you will be given a copy for your own records.

PREAMBLE

This contract represents a complete agreement entered into between the United States Army and the Flight Training Program applicant _____ named herein, with the consent of the parent or guardian if the student is a minor (as defined by laws of the State of Delaware), regarding said student's participation in the U.S. Army Cadet Command/Delaware State University.

It is hereby understood by both parties, the United States Army, and the applicant, that the intent of the Flight Training Program is to produce a FAA-certified commercial, instrument-rated, rotary-wing pilot who is qualified to be a commissioned officer for the US Army.

STUDENT'S NAME (LAST, FIRST, MI)

SOCIAL SECURITY NUMBER

HOME OF RECORD (Include Zip Code)

DATE OF BIRTH (YYYYMMDD)

NAME OF SCHOOL

ENTRY DATE INTO THE PROGRAM

DELAWARE STATE UNIVERSITY

CITY, STATE, ZIP CODE

COMPLETION DATE

DOVER, DE 19901-2277

INITIALS

CONTRACT

In consideration of the mutual benefits, which will occur to the parties hereto by reason of the Student's participation in the U.S. Army Cadet Command/Delaware State University FTP and later service in the United States Army, the parties agree to the terms below:

PART I

1. As the FTP applicant named above, I certify that I am eligible for this program having:
 - a. A FAA Class 1 Medical Certificate issued by an aviation medical examiner (AME). Must have this in possession prior to contracting.
 - b. A FAA Student Pilot Certificate, prior to the start of any flight training.
 - c. Passed the Army ACFT Fitness Test, with a minimum score of 360 points (60-point minimum in each event); during each academic year in the FTP.

2. I hereby agree to the following:
 - a. Be accepted into the FTP, complete the DSU Admissions process, and be accepted into the Aviation Program. Enroll as a full-time student as an Aviation major, Professional Pilot concentration.
 - b. Abide by all the terms and conditions outlined in my Army ROTC Cadet Contract (if already contracted).
 - c. If not already contracted, to sign a DA Form 597-3, Army Senior Reserve Officer's Training Corps (ROTC) Scholarship Cadet Contract if selected for a scholarship and enlist for a period of eight years in the U.S. Army Reserve (USAR) as a Cadet as required by the ROTC program simultaneously with the signing of this contract.
 - d. Be responsible for my own transportation to the Delaware Airpark for academics, flight training, and designated Aviation Program events.
 - e. Adhere to the Aviation Program Dress Code. Please refer to page 9 of the DSU Aviation Program's Flight Operations Manual (FOM); https://business.desu.edu/sites/business/files/document/11/fom_aug_2020.pdf. Additionally, the following dress shall be adhered to:

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1. A single or two-color shirt that does not contain any logo or insignia larger than 1-inch or the appropriate polo shirt with insignia as directed by the Director of Aviation Programs. The DSU Aviation Program Polo shirt is preferred.
 2. Black or tan khaki pants (i.e., "Dockers"), black or tan khaki shorts in warm weather.
 3. Non-athletic looking or purposed shoes must be worn with socks. "Sliders", Crocks, flip-flops, or open sandals that show any portion of the feet are not acceptable footwear.
 4. Recognition of industrial work area safety concepts (i.e., long hair kept tied back).
 5. The Director of Aviation Programs or Chief Flight Instructor will consider deviations from the required attire for extreme/inclement weather. However, any such deviations will not override any safety-related issue, are not considered permanent, and is subject to continual review by the Director of Aviation Programs or Chief Flight Instructor.
 6. Athletic and denim wear is specifically prohibited.
- f. While studying the Professional Pilot concentration, if I fail any combination of two certification ground courses or flight labs, I may no longer continue in the Professional Pilot concentration of the Aviation major and must change my concentration to Aviation Management if I choose to remain in the DSU Aviation Program. If the Cadet changes to Aviation Management, the Cadet is bound by the ROTC policy for a change of major.
- g. I am required to attend two Individual Development Plan (IDP) meetings and a pre-registration meeting each semester with an assigned Academic Advisor. Non-compliance may result in being administratively grounded from flight training until this requirement is met.
- h. I am required to maintain a semester GPA of 2.75 to continue flight training. If I drop below a 2.75 (semester) GPA, I will be placed into a "GPA-grounded" status for the subsequent semester and be unable to conduct flight training. The GPA-grounding status shall be lifted once my GPA reaches the 2.75 minimum standard. If I do not earn a 2.75 GPA the subsequent semester (following the grounded semester), I will receive a failing grade for the flight lab and forfeit any remaining funds, as this exceeds the two-consecutive academic semesters allowed for the completion of a flight lab.

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- i. I must earn an 80% average in all quizzes and tests throughout semester in the flight academics ground certification courses in order to be granted the instructor's endorsement to go and take the FAA Knowledge Exam. This exam is an out-of-pocket expense. I understand that I must pass the FAA Knowledge Exam with a score of 70% or better. The FAA Knowledge Exam score is heavily weighted into the calculations of the overall course grade. I understand that if I receive a score of 60-69%, I will have the option of receiving remedial training and re-taking FAA Knowledge Exam once again. If I fail the exam with a score of 59% or lower, this constitutes having failed the course and I will receive an "F" letter grade for the course. The re-take of the FAA Knowledge Exam must be scheduled and taken no later than the last day of final exams week, and all test results submitted to the Aviation office NLT 4:00pm on that day.

- j. I understand that I shall make myself available Monday – Friday, between 8:00am – 5:00pm to conduct flight training a minimum of 3-times each week during the semester, or per the schedule set by the Chief Flight Instructor for the FTP. These flight lessons are considered the equivalent of scheduled classes, and therefore my participation is required. Failure to attend scheduled flight blocks without a valid excuse (per the DSU Aviation Program FOM, page 15) will result in a "No Show" fee of the equivalent of a one-hour flight training. I understand that I must make-up any missed lessons to continue progressing in the FTP. The Aviation Program will coordinate with PMS ROTC to de-conflict non-FTP or ROTC course schedules and requirements.

- k. I understand that each flight lab cost includes a set amount of flight training hours as identified in Addendum 1. Additional flight instruction beyond the prescribed hours detailed on the flight lab fee schedule, must be paid out-of-pocket by me. I understand that I shall not continue flight training having a negative balance on my flight lab fee account. I understand that in the event that I have roughly \$800 remaining on their flight lab account and have not completed the flight lab, the following shall apply:
 - 1. STEP 1: Cadet pauses flight training activities.
 - 2. STEP 2: Cadet/Instructor program out remaining lessons needed to complete.
 - 3. STEP 3: Cadet advised what they will be expected to pay (additionally) out-of-pocket.
 - 4. STEP 4: Cadet must pay following the completion of every flight hour and instructor fee charge. No further flight training lessons shall be conducted for the Cadet as long as there is an unresolved balance.

- l. I understand that any aviation flight training fees incurred by me while completing the FTP which exceed the published DSU Aviation Program's flight training lab course costs, shall be paid out-of-pocket by me. I understand that if I am unwilling or unable to pay such fees, I will be disenrolled from the helicopter-FTP program and will fall under the provisions of the ROTC Cadet Contract.

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- m. I understand the Incomplete Grade Contracts (IGC) policy.
1. The incomplete grade is only given when a Cadet is unable to complete a flight lab within the registered semester due to circumstances beyond their control. A Cadet must have completed at least 60 percent of the flight lessons to be eligible to receive an "I" incomplete grade at the end of the grading period.
 2. The IGC authorizes an additional six (6) weeks into the next academic semester for the Cadet to satisfactorily complete the lab.
 3. The Chief Flight Instructor may grant extensions to the initial IGC.
 4. No extension beyond two-consecutive academic semesters (the equivalent of an entire academic year) will be approved.
 5. Cadets are responsible for knowing the date of their IGC.
 6. Any time spent "grounded" due to non-compliance with COVID testing procedures or designated administrative groundings will adversely affect the date of an IGC extension.
- n. I understand that participating in the FTP shall constitute participation in the DSU Aviation Program's COVID testing policy and stipulations. Any non-compliance to this policy shall result in a one-week grounding status, making me ineligible for any form of flight instruction.
- o. I understand that if satisfactory progress is not made in the flight portion of the training or at least a "C" grade in each course is not achieved, a joint board of Army ROTC and DSU will be convened to determine the feasibility of my remaining in the FTP. If the joint board determines I do not have the ability to continue in the flight program, I will be disenrolled from the FTP program and will fall under the provisions of the ROTC Cadet contract. If the joint board concludes I may still be retained in the FTP, DSU will provide limited remedial training so that the Cadet is able to achieve flight proficiency, within the limitations of the Cadet's flight lab fee and out-of-pocket expenses.
- p. I understand that I must complete the FTP training over the course of no more than 4 academic years (8 semesters).
- q. I understand that I must do everything possible within my control to maintain the appropriate medical condition required to pass a Class 1A Flight Physical, as approved by U.S. Army Aero-Medical Center, Fort Rucker, AL.
3. I understand that except for a medical disqualification over which I have no control, if I fail to maintain the provisions/conditions listed in paragraph 3 above, then I will be in breach of this contract and my participation in the Flight Training Program will be discontinued in the FTP. I understand that removal from the FTP does not relieve me from obligations under my ROTC Cadet Contract.

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4. I understand that when directed to complete the accession packet for the DA/ROTC Selection and Branching Board, I agree that:
 - a. I will apply for Active Duty, unless on an approved GRFD scholarship. The GRFD program is designed for cadets who are interested in obtaining a commission in the U.S. Army Reserves or Army National Guard with a guarantee for a Reserve Component (RC) assignment.
 - b. I will apply for Aviation as my basic branch, indicating "Aviation" as my first branch of choice.
 - c. I am not guaranteed Aviation Branch as a Flight Training Program graduate. If I am not branched Aviation, I will incur an obligation as outlined in my basic ROTC contract (typically 4-years).
 - d. If I am selected for Active Duty and branched Aviation, I have an Active-Duty obligation to serve ten (10) years from the time I graduate from flight training. I also understand that I may incur additional obligations for advanced training received at Ft. Rucker, as per current Army regulations and United States Army Aviation Center of Excellence (USAACOE) policies and guidelines.
5. I understand that should I not meet the medical standards required for duty as an Aviation officer, I will be released from the FTP and relieved from all flight-training obligations incurred under the provisions of this contract. Release from the FTP does not, however, release me from the obligations I have incurred under my ROTC contract, and I understand that my obligation to complete the ROTC program, as contracted, continues unless released from that contract by ROTC Cadet Command.
6. I understand and agree that:
 - a. I may not voluntarily withdraw from the FTP without incurring a reimbursement obligation for all flight-training monies paid on my behalf.
 - b. If I default on my ROTC Cadet Contract and am found in breach whether voluntary or involuntary, I will also have breached my flight-training contract. I understand that, if this should occur, I may be required to repay all monies expended on my behalf including flight training benefits and scholarship benefits.
 - c. If I for any reason fail to meet or maintain the academic, physical. or medical standards required by this flight-training contract or specified by the Army and, as a result, I fail to complete the flight training requirements contained in this contract, I will have breached my contract. I understand and agree further, that consequently I may be required to reimburse the United States an amount of money, plus interest, equal to the total cost of the financial assistance provided to me by the United States for flight training.

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- d. If I voluntarily or because of misconduct fail to begin or fail to complete any period of active duty or duty in a service status not on active duty that I have incurred as a result of my participation in this flight training program or as a result of my ROTC Cadet Contract, I may be required to reimburse the United States an amount of money (including interest), that is equal to or bears the same ratio to the total cost of the financial assistance for flight training provided to me by the United States as the un-served portion of such duty bears to the total period of such duty I was obligated to serve.

- 7. With respect to above paragraphs, I understand and agree that if the money I owe to the United States if not paid in a lump sum on the date it is due, it shall bear interest at the rate equal to the highest rate being paid by the United States on securities having maturates of ninety days or less and shall occur from the day that I am first notified of the amount I owe to the United States as reimbursements under this flight training contract. I also agree that if the debt is not paid in lump sum, I will be required to pay it in monthly installments over a period not to exceed 72 months, in an installment payment, amount of not less than \$150.00 unless a lesser amount or other terms are approved by the Defense Finance and Accounting Service-Indianapolis Center, Indiana.

- 8. I understand that even if I successfully complete all the requirements of the Flight Training Program, but I am not selected for the Aviation branch, I will still remain obligated to serve in the Army as required by my ROTC Cadet Contract either in an active duty or reserve capacity as determined by the Army unless otherwise released from this obligation by the Army.

- 9. I understand that agreements in this contract are the only promises concerning the FTP made by and to both parties. Anything else anyone has promised is not valid and will not be honored.

- 10. I understand that continued education in the FTP is dependent upon appropriated funds being provided specifically for that purpose. In the event such funds are no longer available, and I wish to continue in the program, such continuation will be at personal expense. I accrue no cause of action or ability to demand completion of the program, and the US Army Cadet Command incurs no obligation to continue such education in the event funding ceases.

SIGNATURE OF STUDENT

DATE

INITIALS

PART II - AGREEMENT BY US ARMY CADET COMMAND

1. In consideration of the above student's agreement to the terms of this FTP contract, the US Army Cadet Command agrees to:
 - a. Pay for Full Tuition and School Fees, OR room and board, and published Flight Fees (provided funds are appropriated by Congress) for the following, Flight Training Program (FTP), limited to the annual cost cap identified in Addendum 1 to the MOA, while such funds are available for that purpose. Total amount authorized is based on the Cadet's classification at the time of acceptance into the program, i.e., sophomore, junior, senior. Any amounts required more than the specified limit must be paid by the Cadet.
 - b. Make payments of Flight Training Program fees only if the student is actively enrolled in the program after the Drop/Add period of the academic semester. Payments will be made for each semester.

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PART III - CONSENT OF PARENT OR GUARDIAN (TO BE COMPLETED IF APPLICANT IS A MINOR AT TIME OF ENROLLMENT IN THE FLIGHT TRAINING PROGRAM)

1. I certify that I am the applicant's parent or legal guardian, and that the applicant's date of birth as shown above is correct.
2. I hereby consent to applicant's enrollment in the Flight Training Program. I understand that I will be liable for any benefits paid on behalf of my son/daughter for the Flight Training Program if they fail to abide by or meet the terms and conditions noted in Part I of this agreement.
3. I have read and thoroughly understand the above statements of terms under which the applicant is being enrolled. I certify that no promise of any kind has been made to me concerning the applicant's assignment to duty or appointment as an officer as an inducement to me to sign this contract.

SIGNATURE OF PARENT OR GUARDIAN

DATE

INITIALS

PART IV - ACCEPTANCE OF CADET INTO THE FLIGHT TRAINING PROGRAM

As agent for the US Army Cadet Command with authority to enter into, Flight Training Program contracts with selected Cadets I, _____, PMS hereby accept Cadet _____ as a Flight Training Program (FTP) participant beginning with the _____ semester AY _____. In accordance with the terms of this contract Cadet _____ has acknowledged to me that he/she has entered into this agreement of their own free will that he/she has read the terms of this contract that he/she understands the obligations contained in this agreement.

SIGNATURE OF ARMY REPRESENTATIVE

DATE

NAME AND RANK OF ARMY REPRESENTATIVE

INITIALS

Addendum 1

DSU Aviation Program Flight Lab Fees for Cadets participating in the Helicopter FTP:

Private:

- | | |
|-----------------------|--------------------|
| • Flight: \$29,749.36 | Flight Hours: 55 |
| • Ground: \$3,000.00 | Ground Hours: 40 |
| • Pre/Post: \$975.00 | Pre/Post Hours: 10 |
| • Total: \$33,724.36 | |

Instrument:

- | | |
|-----------------------|--------------------|
| • Flight: \$24,340.38 | Flight Hours: 40 |
| • Ground: \$3,000.00 | Ground Hours: 30 |
| • Pre/Post: \$825.00 | Pre/Post Hours: 12 |
| • Total: \$28,165.38 | |

Commercial:

- | | |
|------------------------|--------------------|
| • Flight: \$37,862.82 | Flight Hours: 70 |
| • Ground: \$3,000.00 | Ground Hours: 40 |
| • Pre/Post: \$1,275.00 | Pre/Post Hours: 13 |
| • Total: \$42,137.82 | |

Certified Flight Instructor (CFI):

- | | |
|-----------------------|---------------------|
| • Flight: \$13,522.44 | Flight Hours: 45 |
| • Ground: \$3,000.00 | Ground Hours: 36.5 |
| • Pre/Post: \$450.00 | Pre/Post Hours: 8.5 |
| • Total: \$16,972.44 | |

Total: \$121,000