

**PART-TIME FLIGHT INSTRUCTOR AGREEMENT**

**Instructor Hire Date:**

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\_\_\_\_\_ (“Instructor”) and The Company, Inc., a Minnesota corporation with its principal place of business in Hennepin County, Minnesota (“Company”)(collectively, “Parties”), agree to enter into this Employment Agreement (“Agreement”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Company provides complete general aviation services from its bases at Flying Cloud Airport in Eden Prairie, Minnesota, Crystal Airport in Crystal, Minnesota and at Academy College in Bloomington, Minnesota, and where currently conducting business.

WHEREAS, the Company desires to retain the services of Instructor as a Part-Time Flight Instructor of the Company and Instructor desires to continue such appointment to perform such duties;

WHEREAS, an express condition of Instructor’s employment with the Company, Instructor agrees to the terms and conditions set forth in this Agreement, and Instructor desires to do so; now, therefore,

IT IS AGREED AS FOLLOWS:

**BASE WAGES**

Instructor’s starting wage is \$

<i>Duration of Service as Flight Instructor*</i>	<i>Pay Rate</i>
Part Time – Available up to 25 hours	\$17.00/hr
When Instructor reaches 500 hours of billed ground and flight instruction with Thunderbird, then current rate of pay will increase by \$1.00 per hour. When Instructor reaches 1000 hours of billed ground and flight instruction with Thunderbird, then current rate of pay will increase by \$2.00 per hour.	500 hours = \$1.00 increase 1000 hours - \$2.00 increase

\*After sixty (60) day Probation Period

To qualify as a Part-Time Flight Instructor, Instructor must be scheduled and available up to twenty-five (25) hours per week and work a billed amount of no more than twenty-five (25) hours per week. These hours must be reflected on Company’s on-line scheduling system as either scheduled or available time for scheduling.

Part-time Flight Instructors are allowed to work a maximum of twenty-five (25) hours per week.

Instructor will only be paid the actual flight time, or one half (.5) hour, whichever is less, for all demo flights.

Instructors are expected to maintain positive working relationships with all fellow Company employees, students, and customers. New instructors are expected to make themselves available for work on a regular basis and are expected to be pro-active concerning learning policies and procedures of the Company as well as training methods of the Company, Inc. Any blatant disregard of the rules contained within this manual or any other disregard of Company policies or procedures, or relations concerning customers or students may result in immediate termination without appeal. In addition, if management deems it necessary, any Employee, during this probationary period, may be terminated for any reason without appeal.

### **UPGRADING TO FULL-TIME INSTRUCTOR STATUS**

Upgrading to Full- Flight Instructor compensation program is on an as needed basis. The Instructor must comply with the requirements of the Full-Time Flight Instructor compensation program. A change of status must be approved in writing by the Chief Flight Instructor.

### **INSTRUCTOR STANDARDIZATION & PROFICIENCY**

The Company is responsible for the cost of initial aircraft standardization and checkout. The Company will provide this training in two different aircraft types. These checkouts are based on demand and at the discretion of management. At the discretion of the Company, aircraft checkouts beyond the initial 2 aircraft will be at the Instructor's expense.

In addition, each Instructor must receive one (1) hour towards a proficiency check in one of two (2) categories, (Multi-Engine or Single Engine) every twelve (12) calendar months, in conjunction with a performance review. These proficiency checks will be at the Employer's expense. In addition, any time in excess of one (1) hour for a proficiency check will be at the Instructor's expense. Any expense incurred on the Instructor's behalf will be paid in full at the time of the flight to include the cost of the aircraft and Instructor.

If an Instructor leaves the Company within the first six (6) months of employment, or is terminated, with or without cause, the Instructor must pay \$375.00 towards his or her initial standardization which will be deducted from the Instructor's final paycheck. If there is a remaining balance, it will be charged to Instructor's account to be paid in full in thirty (30) days.

Flight Instructors are also required to complete a monthly training program as directed by the Chief Flight Instructor. Documentation of completion will be required to be submitted to the Chief Flight Instructed prior to the end of each calendar month. If the training program is not completed, then Instructor may not be allowed to work with students until training has been completed.

### **INSTRUCTOR RESPONSIBILITIES FOR GOALS, BLUE SHEETS AND CFI EFFICIENCIES**

Instructor will:

- 1) Set a goal of billable hours at the beginning of each month based on student load due to Chief Pilot on or before the last day of the previous month.
- 2) Be committed to our students, who expect results. To track student accomplishments, we use Blue Sheets, which measures student progress. Instructor is required to turn in his or her Blue Sheets every Tuesday by 8:00am, to ensure each student is on track in their training.
- 3) Maintain a monthly billable hour minimum of 80% of the scheduled hours. The billable hours are to include flight and ground instruction as well as no-show fees. Instructor should remember that 80% is the minimum expectation. This 80% is set to factor in weather and student issues not covered by no-shows. Scheduled hours will be taken from the Internet scheduling system at the start of business each day. At the close of business this will be compared against the billable hours for that day and shown as a daily percentage. The monthly percentage of billed to scheduled hours will be calculated through the last day of the month.

Instructor must be current on all reports due, in contact weekly with students which is documented on the student activity reports (blue sheets), as well as meeting all performance requirements.

If the Instructor fails to meet the requirements outlined above, and after one notice of this failure has been given, a monthly fee of \$25.00 may be charged. There will be a 24-hour grace period to account for unforeseen circumstances.

## **DRESS CODE**

Every Employee must present themselves in a professional manner of dress for scheduled work times. Instructors are expected to have clean personal hygiene and grooming. The following are the guidelines for Company dress:

### CFI Uniform Policy for Thunderbird Aviation

- Dress Pants: black or dark grey
- Shirt: white button-up with epaulets
- Tie: Thunderbird-branded; TBA to provide
- Shoes: black
- Belt: black
- Socks: Any color/combination of dress socks

You will receive an extra \$75.00 in your first pay check to be used to help comply with this policy. As of March 2019 the best price was found on pilotmall.com buying Van Heusen epaulet shirts.

If you decide to buy a long sleeve shirt, you can roll up the sleeves when you need a shorter sleeve.

If the outside temperature is over 80° F you can leave the tie in the building. If the outside temperature is over 90° F you can wear a Thunderbird logo short sleeve polo shirt.

Upon departure from Company, any ties and epaulets received are to be returned to Thunderbird. Failure to do so may be cause for a reduction in your final paycheck.

## **BENEFITS**

Discount Benefits. After the initial probationary period, qualified Part-time Flight Instructors are provided with a 5% discount on aircraft rental, ground school, and merchandise/books.

Part Time Flight Instructors will not receive benefits.

## **EMPLOYEE NON-FREEELANCE AGREEMENT**

As a condition of accepting employment with Thunderbird Aviation Inc., Instructor agrees not to accept outside flight instruction assignments within the following counties in Minnesota: Ramsey, Hennepin, Anoka, Washington and Dakota. (No Freelancing Policy). The No Freelancing Policy enables the Company to seek business and accept assignments without any reservation or concern over conflict of interest. Thunderbird Aviation is proud to offer Instructors a demanding yet rewarding workplace. Our staff members spend many hours serving the needs of our clients and pursuing additional students and prospective students. It is our philosophy that work should provide enough opportunity for flight instruction; so, accepting outside instruction assignments should not be necessary.

Participating in FAR Part 91, 135 and/or 121 is acceptable, as long as Instructor remains professional within his/her demeanor towards clients and flights do not interfere with schedules and commitments to students.

## **EMPLOYEE NON-COMPETE AGREEMENT**

During Instructor's employment with Company and for one (1) year from the termination of this Agreement, Instructor agrees that Instructor will not, either directly or indirectly, alone or as partner, officer, director, shareholder (except as shareholder of less than five percent of a publicly-held corporation), agent, employee, affiliate, subsidiary, parent corporation, agent or assign of another firm or entity: (1) disrupt, damage, impair or interfere with the business of Company (whether by way of interfering with Company's relationship with employees, customers, agents, representatives, manufacturers, distributors, or vendors); (2) induce or attempt to induce by soliciting or assisting anyone else in the solicitation of any of Company's employees to leave his or her employment with Company; (3) contact or directly solicit existing clients or customers of Company or clients or customers with whom Company has done business in the preceding one (1) year; or (4) provide flight instruction to students at any airport/facility that the Company is currently conducting business from. Competition will be deemed to include, but not be limited to, soliciting or accepting work from clients or customers of Company for a similar business of Company, diverting the customer or client business from Company, disparaging Company or its employees with a customer or client, or otherwise interfering with Company's business with its customers or clients. For purposes of this non-compete, "Company" will mean Company and its affiliates, subsidiaries, parent corporation and other commonly owned firms or entities.

## **CONFIDENTIALITY**

“Confidential Information” shall mean all non-public information provided by Company to Instructor or by Instructor to Company, pertaining to the Company’s business operations, plans, strategies, financial information, pricing, premiums, membership, customers, vendors, trade secrets, proprietary data, tools, reports, and information. Instructor agrees that all Confidential Information shall be held and treated by Instructor in confidence. Instructor shall not, without the Company’s prior consent, disclose or permit access to any of the Confidential Information to or by any other person or entity (including affiliates or parent). Instructor acknowledges that Company has established and maintains policies as to confidentiality and shall use its reasonable efforts to procure compliance with such policies by Instructor and its employees. Any Confidential Information developed or refined by Instructor in connection with Instructor’s employment shall be subject to the “Work for Hire” doctrine and the Company shall own the copyrights to such materials and Instructor shall have no right, title, or claim to such materials. Additionally, any social media contacts including “followers” and “friends” acquired through email, blogs, and other social media networks used or created on behalf of the Company shall be the property of the Company. Instructor recognizes that money damages alone may not be an adequate remedy to the Company for breach of this Confidentiality provision. In the event of breach of this Confidentiality provision, the Company is entitled to seek judicial relief, including, but not limited to, restraining orders, injunctions, an accounting and damages.

## **TERM AND TERMINATION**

Instructor’s employment shall begin on the effective date of this Agreement and shall continue until terminated. Instructor’s employment with the Company is at-will, which means the employment relationship may be terminated by either Party at any time, for any lawful reason. The at-will nature of Instructor’s employment with the Company cannot be altered except by a written agreement specifically altering the at-will nature of Instructor’s employment with the Company which is executed by the Instructor and Chief Flight Instructor and General Manager.

However, notwithstanding the above, Company may terminate this Agreement immediately for cause. If Instructor is terminated for cause, Company shall have no further obligation to Instructor under this Agreement, except for accrued and unpaid compensation at the date of such termination. “Cause for termination” shall include, but not be limited to, the following grounds:

- (i) Instructor’s breach of the noncompete or non-freelance obligations agreed to by Instructor in this Agreement;
- (ii) Dishonest, illegal or obvious and willful misconduct by Instructor;
- (iii) Instructor’s failure to perform or meet the agreed upon written objective standards in the performance of Instructor’s duties, after proper review by Company and reasonable opportunity to correct identified failure(s) in the performance of Instructor’s duties; and
- (iv) A material breach by Instructor of any of Instructor’s obligations under this Agreement and Instructor does not cure the breach within five (5) calendar days after Company gives written notice to Instructor describing the breach.

**GOVERNING LAW, VENUE AND JURISDICTION**

To the extent state law applies, this Agreement shall be interpreted, construed and governed by the laws of the State of Minnesota regardless of any conflict of laws analysis. In the event that any controversy or dispute arises hereunder, the Parties agree the venue for any litigation shall be within the State of Minnesota, and the Parties’ consent to the jurisdiction of the District Court of Hennepin County, Minnesota.

**WHOLE AGREEMENT**

This Agreement is the whole Agreement of the Parties concerning the subject matter hereof.

**AMENDMENT**

This Agreement may only be amended by a written instrument duly executed by the Instructor and Chief Flight Instructor and Operations Manager.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the day and year first above written.

I, \_\_\_\_\_, certify that I have read, understand and agree to  
(Printed Name)  
adhere to this Agreement with the Company.

Part Time – I agree to be scheduled, and work no more than (25) hours per week.

\_\_\_\_\_  
(Flight Instructor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Fred Nauer, as Chief Flight Instructor

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Corey Grape, as General Manager

\_\_\_\_\_  
(Date)