PROFESSIONAL PILOT PROGRAM INTERVIEW AGREEMENT

This AGREEMENT is made this 3rd day of December, 2014 by and between Piedmont Airlines, Inc. and Cochise County Community College District.

WHEREAS Piedmont Airlines anticipates a periodic need for hiring pilots, and

WHEREAS Cochise County Community College District Cochise Community College trains pilots and would like to offer students an anticipated career progression,

THEREFORE, Piedmont Airlines, Inc. and Cochise County Community College District Cochise Community College have mutually agreed to, and hereby enter into, this PROFESSIONAL PILOT PROGRAM INTERVIEW AGREEMENT, in accordance with the Terms and Conditions set forth below.

IN CONSIDERATION of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Piedmont Airlines and Cochise County Community College District Cochise Community College agree to the following provisions:

1. Purpose and Intent

It is the intent of Piedmont Airlines and Cochise County Community College District to implement this Agreement, which is designed to provide opportunities for future employment at Piedmont Airlines for pilots completing training at Cochise County Community College District.

2. Guaranteed Interview/Conditional Job Offering

Piedmont Airlines agrees to guarantee an interview to any Cochise County Community College District flight training graduate or current Certified Flight Instructor who meets the minimum qualifications set forth in this Agreement, IF and WHEN Piedmont Airlines is hiring pilots. Nothing in this Agreement mandates Piedmont Airlines to interview and/or hire pilots at any particular time. If a pilot candidate employed by Cochise County Community College District is successful in the initial interview process, a Conditional Job Offering could be given to the candidate until the minimum qualifications are accomplished and/or all employment agreements between Cochise County Community College District and the candidate are satisfied. The Conditional Job Offering is part of the subjective pilot candidate interview process and is not guaranteed.

3. Minimum Qualifications

For a pilot to be qualified for interview under this Agreement, he or she must meet the following minimum qualifications:
Cochise County Community College District and Piedmont Airlines, Inc.

a. Complete the FAA Commercial Pilot Certificate with Airplane Multiengine Land and Instrument Airplane ratings, preferably at Cochise County Community College District and/or;

b. Secure employment at Cochise County Community College District as Certified Flight Instructor and interview with Piedmont Airlines a minimum of two occasions at either the 500 hour, 1000 hour or 1500 hour total time milestone for the candidate;

c. Meet or exceed FAA restricted ATP or ATP flight hour minimums and requirements. Hold a First Class Medical Certificate and FCC Restricted Radiotelephone Operator Permit at the start of flight training, and at the time of the final interview with Piedmont Airlines, and;

d. Maintain an excellent work ethic and obtain a letter of recommendation from Cochise County Community College District and;

e. Sign a release form authorizing Piedmont Airlines to review the pilot's academic, aeronautical, and other Cochise County Community College District and FAA records, and;

f. Be competitive with and meet the same standards of interview and employment required of other candidates applying for pilot positions with Piedmont Airlines, and;

g. Pass any background checks required by FAA, Department of Transportation, Department of Homeland Security, Piedmont Airlines or any other governmental department, administration, or agency.

4. Piedmont Airlines Hiring Standards, Requirements, and Qualifications

Nothing in this Agreement prohibits Piedmont Airlines from establishing, changing, or modifying the basic requirements and qualifications for all pilot applicants. However, Piedmont Airlines agrees not to require graduates to meet qualifications more rigorous than other applicants, except as stated in the Minimum Qualifications set forth in Paragraph 3, above.

5. Piedmont Airlines and Cochise County Community College District

Piedmont Airlines and Cochise County Community College District mutually understand that success of this Agreement depends on the quality of Cochise County Community College District graduates making application to Piedmont Airlines. Therefore:

a. Piedmont Airlines and Cochise County Community College District agree to cooperate and work closely together to ensure that all candidates selected for, and participating in training with the intent of taking advantage of this Agreement, are of the highest quality and consistently demonstrate the work ethic, flying skill, aviation knowledge, professional attitude and demeanor, and personal qualifications to perform as a successful crew member for Piedmont Airlines.

b. Cochise County Community College District agrees to notify Piedmont Airlines of any trainee or pilot candidate who expresses a desire to take advantage of the career opportunities offered by this Agreement, and periodically update Piedmont Airlines of trainee status,
including phase of training, academic and flying skills, professional attitude and demeanor, and any items or issues deemed necessary by Piedmont Airlines to track the qualification and progress of any identified future applicants.

c. Piedmont Airlines agrees to inform Cochise County Community College District of its hiring plans, including potential numbers and time-frame for hiring. However, Cochise County Community College District acknowledges that Piedmont Airlines hiring is influenced by a multitude of factors beyond Piedmont Airlines control, and nothing in this Agreement creates an obligation upon Piedmont Airlines to interview and/or hire any particular pilot at any particular time.

6. Marketing
This Agreement will be marketed under the following name: "Piedmont Airlines and Cochise County Community College District Professional Pilot Program".

a. Cochise County Community College District agrees to obtain written approval from Piedmont Airlines prior to using Piedmont Airlines' name, logo, trademarks, or any other intellectual property of Piedmont Airlines, on Cochise County Community College District written materials of any kind or for any purpose.

7. Term
The initial Term of this Agreement shall be for a period of two years from the date of execution. Any subsequent extension of this Agreement shall be by mutual consent of Piedmont Airlines and Cochise County Community College District, for a period of two years, and shall be in writing. A subsequent extension of the term of this Agreement shall be called a "renewal term."

8. Termination of Agreement

a. Either party may cancel this Agreement with or without cause prior to expiration of the initial term or any renewal term by thirty (30) days advance written notice. Notice of cancellation shall be by hand delivery or by certified mail, postage prepaid, return receipt requested to the addresses provided in paragraph 13, below. Termination shall not relieve either party of responsibilities outlined in this agreement.

b. Either party may terminate this Agreement for just and adequate cause constituting a material breach of this Agreement with ninety (90) days written notice setting forth the facts constituting the alleged breach. The accused party may then elect to cure the breach within the ninety day period ("Cure Period") by providing written notice of its intent to cure and commencing substantive actions to cure the alleged breach. In the event the parties cannot agree upon whether the breach is curable and is not cured within the ninety (90) day period, then this Agreement shall become null and void.
9. **Entire Agreement**
This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior or contemporaneous written or oral agreements between Piedmont Airlines and Cochise County Community College District.

10. **Amendment**
This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

11. **Severability**
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

12. **Waiver of Contractual Right**
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to exercise any right in the event of any subsequent default. In the event of a breach or default hereunder, the non-breaching, non-defaulting party shall give the breaching or defaulting party written notice of such default and thirty (30) business days to cure such default prior to exercising any rights hereunder.

13. **Notices**
All notices required or permitted under this Agreement shall be in writing, and shall be deemed delivered, when delivered by hand, or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

**Piedmont Airlines, Inc.**
Attention: Forrest Johnston
5443 Airport Terminal Rd
Salisbury, MD 21804

**Cochise County Community College District**
Attention: Belinda A. Burnett
4190 W. Hwy 80
Douglas, AZ 85607
a. Piedmont Airlines and Cochise County Community College District agree to promptly notify each other of any changes of name, address, or registered agent.

14. Headings
The headings used in this Agreement are for convenience only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

15. Binding Effect
This Agreement shall insure to the benefit of, and be binding upon, the respective parties, their heirs, executors, administrators, successors in interest and assigns.

THEREFORE, Piedmont Airlines and Cochise County Community College District agree to enter, intend to enter, and do hereby enter into this Professional Pilot Program Interview Agreement this 3rd day of December, 2014.

For Piedmont Airlines, Inc.

[Signature]

Captain Forrest Johnston
Director of Flight Operations

For Cochise County Community College District

[Signature]

Dr. J.D. Rottweiler
President Cochise College
ADDENDUM to Professional Pilot Interview Agreement between Cochise County Community College District and Piedmont Airlines, Inc.

Notwithstanding anything to the contrary in the Professional Pilot Interview Agreement:

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

3. **INSPECTION AND AUDIT:** Piedmont Airlines, Inc. agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

4. **PUBLIC RECORDS LAW:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

5. **JURISDICTION AND APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

For Piedmont Airlines, Inc.

[Signature]

Captain Forrest Johnston
Director of Flight Operations

For Cochise County Community College District

[Signature]

Dr. J.D. Rottweiler
President Cochise College