



2023 INSTRUCTOR CONTRACT

CONTRACT is made between:

WMST, LLC D.B.A. Washington Motorcycle Safety Training (WMST)
9109 Evergreen Way, Everett, WA 98204

And:

Name: _____
DBA (if different): _____ (registered business name)
Address: _____
(Hereinafter referred to as Contractor)

Whereas WMST is duly licensed and authorized to conduct motorcycle safety courses in Washington for the purpose of educating the motorcycle riding public regarding the laws, operation and safety factors related to the operation of a motorcycle on the public highways. WMST presents that they will provide an experienced motorcycle operator who is qualified in and currently certified by the appropriate curricula and/or governing entity as a motorcycle safety Rider Coach/Instructor to conduct said services.

Whereas Contractor represents and agrees that they are an independent business entity licensed to conduct operations within the state of Washington providing services and acknowledges and agrees that they are not an employee of WMST. Contractor agrees they shall be solely responsible for any and all State or Federal taxes, licenses, and insurance associated with their status as an independent business providing motorcycle safety instruction services and acknowledges that the WMST shall have no responsibility, therefore.

WMST will maintain liability insurance that shall extend to Contractor while conducting WMST courses using approved and authorized curricula and instructional techniques.

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NOW, THEREFORE, it is agreed:

1. WMST shall pay the Contractor for services as a motorcycle safety Instructor for the courses operated by WMST, and for license endorsement testing sessions scheduled and operated by WMST.
2. WMST will provide training motorcycles for all courses in the WMST course catalog except where curricula and/or governing policy dictate privately-owned vehicles (POV) shall be used. POV insurance and safe operating conditions shall be verified by the Contractor prior to POV use in any WMST course.
3. WMST will provide and maintain course materials and resources normally provided by the training entity. Contractor is responsible for materials provided directly to the Contractor during the credentialing and certification process, and other resources not normally provided by WMST but necessary to execute a professional rider training course.
4. Instructors are responsible for providing the following documents every time a new contract is submitted to WMST.
 1. Signed copy of WMSP Examiner and Instructor Professional Standards Contract.
 2. Completed Emergency Contact Form
 3. Signed WMST contract with complete information on the signature page
 4. Copy of all curriculum Certification(s)
 5. Copy of First Aid and CPR Certification
 6. Completed Direct Deposit Form if there are changes
 7. Completed W-9 if there are changes
5. If a Contractor has not been contacted by WMST in advance and reports to a training site as scheduled to teach a class, and it is determined that the Contractor will not be needed (e.g., a Second Instructor for a BRC with fewer than 7 students), the Contractor will be paid \$50.00.
6. Recording Release – As WMST courses are commonly conducted in areas open and accessible to the public. Contractor acknowledges course activities may be photographed or otherwise recorded by WMST representatives, course participants, or bystanders. Contractor understands that photographs or recordings made by or on behalf of WMST may be used for promotional and training purposes without compensation to Contractor.

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7. WMST shall pay Contractor a percentage of total student tuition by Instructor Tier as outlined below. Instructors will be paid the accompanying tiered rate on 80% of total students range paid tuition, including any paid subsidy, split equally between instructors. The classroom instructor will be paid the tier rate of 20% for the total students paid tuition, including any subsidy

CONTRACT PAY RATES

1, 2 & 3 day permit and endorsement classes for 2-Wheel & 3-Wheel:

Students	Instructors Total %			
	Tier 1	Tier 2	Tier 3	Tier 4
16	17%	18.5%	20.0%	22.0%
15	18%	19.5%	21.0%	23.0%
14	19%	20.5%	22.0%	24.0%
13	20%	21.5%	23.0%	25.0%
12	21%	22.5%	24.0%	26.0%
11	22%	23.5%	25.0%	27.0%
10	23%	24.5%	26.0%	28.0%
9	24%	25.5%	27.0%	29.0%
8	25%	26.5%	28.0%	30.0%
7	26%	27.5%	29.0%	31.0%
6	26%	27.5%	29.0%	31.0%
5	27%	28.5%	30.0%	32.0%
4	28%	29.5%	31.0%	33.0%

Half-day range only introductory sessions (KS & FR)

Students	Instructors Total %			
	Tier 1	Tier 2	Tier 3	Tier 4
8	24%	25%	26%	27%
7	25%	26%	27%	28%
6	26%	27%	28%	29%
5	27%	28%	29%	30%
4	30%	33%	34%	35%
3	30%	33%	34%	35%

Third Party and Retesting - Pay is 35% of the student rate.

OSC - \$100/student, split between Contractors.

Instructor Tier Levels

Tier levels are based on instructors' positive contribution to students, fellow instructors and Company goals. Though the measurements can be subject as determined by management, the following provides a basis for establishing tier levels.

Tier 1 – Apprentice Instructor:

Beginning tier for all new instructors with less than 15 total classes taught (new instructors should strive to teach a minimum of 15 classes in the first two years to develop the requisite skills to move to Tier 2).

- Occasional long-term instructors teaching 4 or less classes per year
- Instructor in Good Standing:
 - Positive Attitude with students & fellow instructors
 - Adhere to all WMST & State P&P's
 - Continual professional development
 - Attend minimum of 1 instructor meeting & 1 instructor skills development training day per calendar year.

Tier 2 –Instructor:

- Met the minimum requirements of Tier 1
- Instructors with more than 15 total classes taught, having taught a minimum of 5 classes or more in the previous year
- Certified in multiple curriculums
- Demonstrates a willing attituded to go above and beyond the basic requirements of an instructor
- Attend a minimum of 2 instructor meetings and 1 instructor development day per calendar year.

Tier 3 – Associate Instructor:

- Met the minimum requirements of Tier 2
- Instructor with a tenure of 3 years &/or a minimum of 30 classes taught &/or teaches a minimum of 15 classes per year, preferably with at least 1/3 of classes in C1 role
- Serves as role model to newer instructors and actively recruits new instructors
- Attend a minimum of 2 instructor meetings and 2 instructor development days per calendar year.

Tier 4 – Senior Instructor

- Met minimum requirements of Tier 3
- Instructor with a tenure of 5 years &/or minimum of 50 classes taught &/or teaches a minimum of 20 classes per year, preferably with at least 1/3 in the capacity of a C1
- Actively recruits and mentors new instructors and/or provides additional services to the company, such as training, updates, range/equipment maintenance, etc.
- Attend a minimum of 3 instructor meeting and 2 instructor development days per calendar year.

Instructor Counseling

This will apply should an instructor need to be counseled for corrective actions by management. The actions below will be per infraction i.e., a roster counseling will be separate from a range counseling. All counseling, regardless of severity will be recorded in the instructor's file. Each infraction will be at the discretion of the management

1st occurrence- Verbal

2nd occurrence- Email and Verbal

3rd occurrence- Verbal, email, and corrective action plan

4th occurrence- Possible tier reduction, pay alterations, or termination of contract.

This contract shall be in effect from January 1, 2023 and will be valid until December 31, 2023; or until either party terminates it. Termination may take place anytime upon five-(5) days written notice to the other party. At the termination of this agreement, in any manner, payment to the Contractor of any monies owed to the date of such termination shall be in full satisfaction of all claims against the WMST under this agreement.

Quality Assurance Visits (QAV) will be conducted throughout the year. Every effort will be made to notify the instructors of an upcoming QAV but should not be taken for granted. Instructors should always conduct themselves in a professional manner.

Signature page to follow

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I have received copies of the 2023 WMST P&P and the WMSP P&P and will comply with them. _____(initial)

Dated this _____ day of _____, _____

Business Name: _____ by: _____

Printed Name: _____ signature _____

Phone# _____ DOB: _____

SSN: _____ WDL: _____

Certifications:

MSF#: _____ Exp. Date (month/year) _____

PSS#: _____ Exp. Date (month/year) _____

TOP#: _____ Exp. Date (month/year) _____

WMST#: _____ Exp. Date (month/year) _____

Additional Certification Expiration Date(s)

First Aid: _____ CPR: _____

I have read the WMST 2023 Policies and Procedures _____(initials)

For Washington Motor Safety Training LLC

By: _____ Date: December 16, 2022
Chris Johnson, CEO

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