



FCA MOPAR-CAP DEALER/TECHNICIAN APPRENTICESHIP AGREEMENT

THIS AGREEMENT made this _____ day _____ of , 201____ ,

between _____ (hereafter referred to as "Dealer")

and _____ (hereafter referred to as "Apprentice") in connection with the MOPAR Dealer/Technician College Automotive Program.

MOPAR-CAP - AGREEMENT; The student is fully responsible for college tuition and needs a sponsoring dealership as a work station while in college. It is hoped that the student would continue to work for that dealership after graduation.

WHEREAS, Dealer desires to attract qualified candidates to work for fixed periods of time as technician apprentices under its guidance and supervision, and

WHEREAS, Apprentice desires hands-on technician experience concurrent with educational training and is willing to consent to a fixed time period of employment with the Dealer,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, valuable consideration being hereby acknowledged and received, Dealer and Apprentice agree as follows:

SECTION A - TERMS OF AGREEMENT

This Agreement shall commence on the date that the parties execute this agreement as stated above and shall continue until the Apprentice has the required amount of time to satisfy the requirements of Associate of Applied Science Degree at Southeast Community College-Milford Campus.

(Apprentice)

(MOPAR Dealer)

first copy-Zone Office

second copy- MOPAR

third copy-College

fourth copy-Dealer

fifth copy

SECTION B - DEALER'S OBLIGATIONS

1. Dealer shall during internships assign Apprentice to specified technician work within the Dealer's premises and provide necessary training, advice and instruction in the proper performance of technician assignments. Apprentice training shall consist of, but not be limited to, supervised hands-on experience with technician equipment in the dealership, receipt and explanation of technical manuals used at Dealer's facility and interaction with full-time regular technicians employed by the Dealer. Dealer, however, shall be free with respect to the scheduling of these assignments.
2. Dealer shall schedule Apprentice for work during designated term breaks at Apprentice's college, holiday periods and such other times as may be agreed between Dealer and Apprentice. After completion of Apprentice's college training, Dealer shall schedule Apprentice for full-time, regular employment if through the evaluation the apprentice demonstrates his desire and ability to do so.
3. Dealer shall have total discretion in the number of hours per day that Apprentice shall be scheduled for work, but it is anticipated that Dealer shall employ Apprentice on a full-time basis generally worked by regular full-time technicians employed by Dealer.
4. Dealer shall state wages and basis for determining wages to be paid Apprentice during co-op or internship. Such hourly wage shall be increased in each successive co-op or internship. This increase shall be granted if, and as, the skills of the Apprentice improve.
5. (a) Dealer may terminate this agreement for good cause prior to the expiration date stated in Section A upon three (3) days written notice to the Apprentice. Good cause shall consist of any fair and substantial reason that a reasonable person would apply to dismiss regular full-time workers. Such reasons shall include, but not be limited to, unsatisfactory performance (subject to the limitations imposed in part (b) below), excessive unexcused absences or tardiness, the use of intoxicants and narcotics on Dealer premises, fighting or other unruly conduct, actual or attempted theft, fraud or misappropriation of Dealer's property, insubordination and possession of weapons.

(b) With respect to performance, Dealer shall periodically review with Apprentice the latter's performance of assigned technician's work, attitude and college grades. Apprentice shall be given fair opportunity to improve performance or correct any deficiencies noted herein as precondition to good cause termination of this agreement. The failure of the Apprentice to improve performance of work, attitude and/or grades, whichever is noted at the time of the review, to reasonable levels expected by the dealership shall be considered good cause for the Dealer to terminate this agreement.
6. The Apprentice shall be considered an employee of the Dealer only during periods of work at the dealership. Dealer shall accordingly pay all taxes and secure all statutory withholdings related to the Apprentice's employment. The Apprentice shall not be considered the employee of the Dealer while the Apprentice is in attendance at College, however Apprentice and Dealer shall not be relieved of the terms of this agreement during such periods. At no time shall the Apprentice be considered the employee of MOPAR, nor shall the Dealer be considered in any way the agent or representative of MOPAR.

SECTION C - APPRENTICE OBLIGATIONS

1. Apprentice shall enroll in a two (2) year program in dealer technician studies at Southeast Community College-Milford Campus, and shall obtain an Associate of Applied Science degree in Automotive Technology. Apprentice shall present evidence of degree to the Dealer immediately after receiving the same. Apprentice shall, during the course of each college term, present a report card or other evidence of educational performance prepared by the college to the Dealer for purposes of the Dealer's evaluation as described in Section B(5)(b) above. Apprentice's grades and other educational reports presented to the Dealer shall be kept in strictest confidence by the Dealer.
2. Apprentice shall give Dealer two weeks advance notice of scheduled college term breaks and holidays in order for Dealer to readily schedule Apprentice for work during such periods.
3. Apprentice shall be responsible for the cost of tuition, reasonable and customary fees imposed by the college and book expenses incurred at college. Apprentice shall pay tuition directly to the college cashier at such time as the college shall require payment. Apprentice shall be responsible for any penalties imposed by the college for late payment of his/her share.
4. Apprentice shall not be entitled to any other compensation, benefits, pay practices or personnel treatment other than that provided by the terms of this agreement.
5. Except as authorized by the Dealer, the Apprentice shall have no authority to and will not enter into any agreement, written or oral, in Dealer's name or purporting to bind Dealer. Furthermore, Apprentice shall not disclose or divulge, during the term of this Agreement, or thereafter, to any person, firm, corporation or association whatsoever, other than to Dealer, any information or data received from Dealer concerning any aspect of its operations, products, programs or plans unless such disclosures is first approved by Dealer in writing.
6. It is understood that Apprentice's entire work product shall be the property of the Dealer and shall not be disclosed to others without the written approval of the Dealer. Likewise, any of the Apprentice's suggestions or ideas which he/she may make known in the performance of duties under this Agreement can be freely used by or on behalf of the Dealer without compensation or further obligation beyond that stated in this Agreement