



**FCA MOPAR-CAP DEALER/TECHNICIAN APPRENTICESHIP CONTRACT**

THIS CONTRACT made this \_\_\_\_\_ day \_\_\_\_\_ of , 201\_\_\_\_ ,  
\_\_\_\_\_  
\_\_\_\_\_ (hereafter referred to as "Dealer") and  
\_\_\_\_\_ (hereafter referred to as "Apprentice")  
in connection with the MOPAR Dealer/Technician College Automotive Program.

**MOPAR-CAP -CONTRACT;** The student and the dealer split the cost of tuition, books, and supplies (not including automotive tools). The student agrees to work for the dealer for two full years upon graduation from **MOPAR-CAP** at Southeast Community College-Milford Campus.

**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 CONTRACT**

This Contract shall commence on the date that the parties execute this agreement as stated above and shall continue for four (4) consecutive years until it expires at 12:00 o'clock midnight on \_\_\_\_\_, 201\_\_\_\_.

**SECTION B - ENTIRE AGREEMENT**

This Agreement shall be interpreted according to the laws of the State of \_\_\_\_\_ and shall be the full and complete agreement between the Dealer and Apprentice, and supersedes any prior written or oral agreements, expressed or implied, between the parties relating to the same subject matter.

\_\_\_\_\_  
(Apprentice) (CHRYSLER-DODGE-JEEP Dealer)

## **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 for the remainder of the contractual term.
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. Hourly wage increases shall be granted if, and as, the skills of the Apprentice improve. It will be the responsibility of the Dealer to document reasons why the increase should, or should not be given. Dealer shall pay Apprentice's wages in accord with Dealer's standard payroll practices. After completion of the schooling and graduation, Apprentice shall be considered a Technician. The Dealer shall pay said Technician wages based on the Technician's skills, performance, and value to the dealership.
5. Dealer shall pay one-half of the tuition, usual and customary fees, and book expenses incurred by Apprentice at college. Dealer shall pay tuition directly to the college cashier at such times as the college shall request payment. Dealer shall be responsible for any penalties the college may impose for late payment. The dealer shall be entitled to one-half of all amounts refunded to Apprentice for cancellation of classes or attritions. Dealer shall also promptly pay Apprentice one-half of all other usual and customary fees imposed by college and book expenses upon presentation of a valid receipt of full payment by the Apprentice.
6. (a) In order to retain the Apprentice's services for the duration of the contract, Dealer may create an incentive known as the Bonus Fund.  
(b) The Dealer's contributions to the Fund shall not be considered current income the Apprentice. It shall however be considered as an incentive bonus for the Apprentice, payable in full to the Apprentice immediately upon the completion of the full term of this contract and only upon completion of the full term. The Apprentice shall not be entitled, nor shall he/ she acquire any vested interest in an accrued portion of the Bonus Fund. Similarly, the Dealer shall not be required to pay any portion thereof to the Apprentice under any circumstances for completing only part of the contractual term. Immediately upon the completion of the term of the contract, the Dealer shall extinguish the Bonus Fund and pay Apprentice in cash or check the entire accrued contributions to the Fund. The taxability of the bonus shall be the sole concern of the Apprentice.
7. (a) Dealer may terminate this contract 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 contract. 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 contract.
8. 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 a certificate of completion or degree. Apprentice shall present such certificate or 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(7)(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 paying one-half the cost of tuition, reasonable and customary fees imposed by the college and book expenses incurred at college. Apprentice shall pay one half the 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 one-half share. Apprentice shall promptly notify Dealer of all classes cancelled or attrited and any refunds obtained from such cancellation or attrition. Apprentice shall pay the Dealer one-half of such refund within seven (7) days after receipt. If not paid, Apprentice hereby consents to an appropriate offset against wages earned during work periods at the dealership.
4. Following the completion of college training, Apprentice shall remain in the employee of the Dealer until the expiration of the contract. Apprentice acknowledges this his/her continued employment with the Dealer from the end of college training and until the expiration of this contract is a material terms of this contract. Apprentice shall promptly notify Dealer of any attempts by other dealers or businesses to acquire his/her services before the expiration of this contract. Dealer or MOPAR may contact such dealer or business and discuss such communications.
5. If Apprentice shall choose to terminate this contract prior to its expiration date, or if Dealer shall terminate this contract prior to its expiration date pursuant to Section A(7)(a), then Apprentice shall receive nothing from the Bonus Fund maintained pursuant to Section A(6) and shall promptly repay the Dealer all sums expended by Dealer for Apprentice's education as described in Section A(5). Apprentice agrees that Dealer may collect such sums by an offset against any outstanding wages owed to Apprentice.
6. Apprentice shall not be entitled to any other compensation, benefits, pay practices or personnel treatment other than that provided by the terms of this contract.
7. 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.
8. 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 Contract.