



## DEALERSHIP COMMITMENT TO SPONSOR A CAP STUDENT

*Please check appropriate boxes:*

YES, I will consider sponsoring a student in the College Automotive Program (CAP). Please contact me with additional information about the program in my area.

YES, I will sponsor a student in CAP. Please contact me to begin the process.

I will need a list of possible candidates.

I already have a candidate to place in the program. His/her name is:

\_\_\_\_\_

Dealership name: \_\_\_\_\_ Dealer Code: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Dealer representative

\_\_\_\_\_  
(Print name)

Date: \_\_\_\_\_



## COLLEGE AUTOMOTIVE PROGRAM STUDENT/DEALER CONTRACT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereafter referred to as "Dealer") and \_\_\_\_\_ (hereafter referred to as "Student") in connection with the College Automotive Program.

**WHEREAS**, Dealer desires a qualified candidate to work for fixed periods of time as technician-in-training under its guidance and supervision, and

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

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

### SECTION A – TERMS OF CONTRACT

- 1) This Contract shall commence on the date that the parties execute the Contract and shall continue until all obligations noted below have been satisfied and/or the Contract expiration date has been reached.
- 2) Costs, Employment Obligations, Beginning Wage, Bonus Fund and Contract Expiration.

|  | Dealer   | Student  |
|--|--|----------|
| <b>A. Costs</b>  |  |          |
| 1. College tuition and other customary fees                                      | %  | %        |
| 2. Books and supplies  | %  | %        |
| 3. DaimlerChrysler self-study course   | %  | %        |
| 4. Hand tools  | %  | %        |
| 5. Other: _____  | %  | %        |
| <b>B. Employment Obligations</b>   |  |          |
| 1. As part-time employee   | Until Student is awarded AAS degree; approx. two (2) years.  |          |
| 2. Additional Periods of Work agreed to beyond regular internship work schedule: |  |          |
| College breaks   | _____ Yes  | _____ No |
| Summer vacations   | _____ Yes  | _____ No |
| Evenings   | _____ Yes  | _____ No |
| Weekends   | _____ Yes  | _____ No |
| 3. As full-time employee under contract  | _____ ( ) years following Student receipt of AAS degree.   |          |
| <b>C. Beginning Wage</b>   | \$ _____ per hour.   |          |
| <b>D. Bonus Fund</b>   | _____ Yes    _____ No    Amount of Contribution: \$ _____/hour   |          |
| <b>E. Contract Expiration</b>  | On or about _____, 20____, or approximately two (2) consecutive years from date Contract executed until Student is awarded AAS degree<br>or<br>On _____, 20____, or _____ ( ) consecutive years from date Contract executed. |          |

## **SECTION B — DEALER'S OBLIGATIONS**

- 1) **Work Assignments.** Dealer shall during internships assign Student to specified technician work within the Dealer's premises and provide necessary training, advice and instruction in the proper performance of technician assignments. Student 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) **Technician Mentor.** Dealer shall assign the Student to a Technician Mentor in each area of specified technician work. The Mentor will provide the supervision, training, advice and instruction necessary for the Student to properly perform the work assignments.
- 3) **Hours of Work.** Dealer shall have total discretion in the number of hours per day that Student shall be scheduled for work. However, it is anticipated that during Student internships at the Dealer's (generally equal to a college term or semester) that Dealer shall employ Student on a part-time basis generally equal to hours worked by regular full-time technicians employed by Dealer. Dealer reserves the right to modify Student's work schedule and/or to require Student to work overtime.
- 4) **Periods of Work.** Dealer shall schedule Student for work during designated term breaks at Student's college, holiday periods and such other times as may be agreed between Dealer and Student. Subject to the provisions of Paragraph 1 of Section D, after completion of Student's college training, Dealer shall schedule Student for full-time, regular employment (1) if through the evaluation the Student demonstrates his/her desire and ability to do so or (2) for the remainder of the contractual term.
- 5) **Wages.** Dealer shall pay Student the beginning rate per hour specified in Section A for each hour of labor performed during the first internship (130% of minimum wage being a recommended amount). In each successive internship such hourly wage may be increased by an amount to be determined by the Dealer, with \$.50/hour being a recommended amount. This increase shall be granted if, and as, Student is maintaining the required 2.0 cumulative grade point average (GPA) in studies at college and the skills of the Student improve, in the sole judgment of the Dealer. Student evaluations as noted in Paragraph 7 of this Section shall be scheduled at the end of each internship to assist in making this determination.
  - a) Dealer shall pay Student's wages in accord with Dealer's standard payroll practices. Student shall not be entitled to any benefits other than those required by law or specified in this Contract.
  - b) After completion of the schooling and internship parts of the program, Student shall be considered a Technician. If placed in full-time employment, the Dealer shall pay said Technician wages based on the Technician's skills, performance and value to the dealership.
- 6) **Dealer Contributions.** Dealer shall pay the percentage of the tuition, usual and customary fees, book and supply expenses, DaimlerChrysler self-study course expense and cost of hand tools incurred by Student at college as agreed to by the Dealer and Student and specified in Section A.
  - a) 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.
  - b) The Dealer shall be entitled to the percentage agreed to above of all amounts refunded to the Student for cancellation of classes or attritions.
  - c) Dealer shall also promptly pay Student the percentage of all other usual and customary fees imposed by college

and book and other agreed to expenses noted above upon presentation of a valid receipt of full payment by the Student.

- 7) **Bonus Fund.** As an added incentive for the Student, during the periods of internship, Dealer may agree, as noted in Section A, to create a Bonus Fund as follows:
  - a) During periods of employment at the dealership, Dealer shall contribute the amount noted in Section A (\$1.00 being a recommended amount) to a fund maintained in the name of the Dealer for each hour actually worked by the Student during internships. The Fund may be maintained by the Dealer as other corporate assets. Contributions shall be made not less than semiannually, and Dealer shall provide Student with an accounting of contributions and other information deemed by Dealer to be appropriate. The Fund may earn interest, and any such interest shall inure to the benefit of the Dealer.
  - b) The Dealer's contributions to the Fund shall not be considered current income to the Student. It shall however be considered as an incentive bonus for the Student, payable in full to the Student immediately upon the completion of the full term of this Contract. The Student shall not be entitled, nor shall he or 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 Student under any circumstances for completing only part of the Contract terms. Immediately upon the completion of the term of the Contract, the Dealer shall extinguish the Bonus Fund and pay Student in cash or check the entire accrued contributions to the Fund. The taxability of the bonus shall be the sole concern of the Student.
- 8) **Dealer Evaluations of Student.** At the end of each internship Dealer, or his representative, shall review with Student the latter's performance of assigned technician's work, attitude and school grades. The evaluation process is an opportunity for open communication between Dealer and Student. It gives Dealer the opportunity to discuss Student's strengths and areas in which he or she may improve and Student the opportunity to voice any suggestions and/or concerns about his/her internship.
- 9) **Student Employment Status.** Student 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 Student's employment. The Student shall not be considered the employee of the Dealer while the Student is in attendance at college, however, Student and Dealer shall not be relieved of the terms of this Contract during such periods. At no time shall the Student be considered the employee of DaimlerChrysler, nor shall the Dealer be considered in any way the agent or representative of DaimlerChrysler.

## **SECTION C — STUDENT'S OBLIGATIONS**

- 1) **Studies and Transcripts.**
  - a) Student shall enroll in a two (2) year program in Automotive Technician studies at a DaimlerChrysler-designated college and shall obtain an Associate of Applied Science degree in Automotive Technology (or similar study). Student shall present evidence of degree to the Dealer immediately after receiving the same.
  - b) Student shall maintain a 2.0 cumulative grade point average and as evidence of such, Student 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. Not maintaining the minimum cumulative GPA could be cause for termination.
  - c) Student's grades and other educational reports presented to the Dealer shall be kept in strictest confidence by the Dealer.

- 2) **Notice of College Breaks.** Student shall give Dealer two weeks advance notice of scheduled college term breaks and holidays in order for Dealer to readily schedule Student for work during such periods.
- 3) **Student Costs.** Student shall be responsible for the percentage of the cost of tuition, reasonable and customary fees imposed by the college, book and supply expenses, DaimlerChrysler self-study course expense and cost of hand tools incurred at college as agreed to by the Dealer and the Student and specified in Section A.
- a) Student shall pay his or her portion of tuition directly to the college cashier at such time as the college shall require payment. Student shall be responsible for any penalties imposed by the college for late payment of his or her share.
  - b) Student shall promptly notify Dealer of all classes cancelled or attrited and any refunds obtained from such cancellation or attrition. Student shall pay the Dealer the percentage of such refund equal to the Dealer contribution for same as noted above within seven (7) days after receipt. If not paid, Student hereby consents to execute a payroll deduction authorization for an appropriate offset against wages earned during work periods at the dealership. Such deduction shall not reduce the Student's gross wages below the minimum hourly rate required by law.
- 4) **Medical Exams and Drug Tests.**
- a) Student acknowledges that the Dealer may require a medical examination by a Dealer-designated physician: (1) after Student has received an offer of employment and prior to his or her commencement of employment duties, and (2) during the course his or her employment as required by business necessity or for job-related purposes. Student hereby consents to such examinations and recognizes that employment is contingent upon receipt of a satisfactory medical evaluation.
  - b) Student further understands and agrees that prior to or after commencing employment, he or she may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agrees to the release of any such test results to appropriate personnel. Student also agrees that if he or she refuses such tests before commencing employment, his or her offer of employment will be revoked, or if he or she refuses such tests after being employed, his or her employment will be terminated.
- 5) **Extended Employment Obligation.** Subject to the provisions of Paragraph 1 of Section D, following the completion of college training, Student shall remain in the employ of the Dealer until the expiration of the Contract. Student acknowledges that his or her continued employment with the Dealer from the end of college training and until the expiration of this Contract is a material term of this Contract.
- a) Student shall promptly notify Dealer of any attempts by other dealers or businesses to acquire his or her services before the expiration of this Contract. Dealer or DaimlerChrysler may contact such dealer or business and discuss such communications.
- 6) **Entitlement Limitations.** Student shall not be entitled to any other compensation, benefits, pay practices or personnel treatment other than that provided by the terms of this Contract or required by law.
- 7) **Cannot Represent Dealer.** Except as authorized by the Dealer, the Student shall have no authority to and will not enter into any agreement, written or oral, in Dealer's name or purporting to bind Dealer.
- 8) **Confidentiality Agreement.** Student shall not disclose or divulge, during the term of this Contract, 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 operation, products, programs or plans unless such disclosure is first approved by Dealer in writing.
- 9) **Proprietary Agreement.** It is understood that Student'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 Student's suggestions or ideas which he or she may make known in the performance of duties under this Contract can be freely used by or on behalf of the Dealer without compensation or further obligation beyond that stated in this Contract.
- 10) **Statute Limitation Waiver.** In partial consideration for his or her employment, Student agrees not to commence any action or other legal proceedings relating to his or her employment or the termination thereof more than six (6) months after the event complained of and agrees to waive any statute of limitations to the contrary.

## **SECTION D — MISCELLANEOUS**

- 1) **Contract Termination.** Student and the Dealer acknowledge that this Contract is at will and may be terminated at any time, with or without notice and with or without cause, at the option of either party.
- 2) **Contract Limitations.** This Contract shall be interpreted under the laws of the State in which Dealer is located, and shall be the full and complete Contract between Dealer and Student. It supersedes any prior Contracts, whether written or oral, express or implied between Dealer and Student which relate to this subject matter. This Contract cannot be modified by any oral or written representation made by anyone employed by the Dealer, either before or after the execution of this Contract, except by a written document which specifically refers to this Contract and is directed exclusively to Student and signed by the Dealer representative executing this Contract:
- 3) **Contract Disputes.** Any dispute which may arise under this Contract shall be resolved by final and binding arbitration under the Labor/Management Rules of the American Arbitration Association. The party seeking arbitration shall be responsible for initiating the arbitration proceedings. The decision of the American Arbitration Association shall be final and binding on the parties. Each party shall share the respective costs of arbitration.
- a) If the Contract shall expire by its terms prior to the issuance of an arbitration award, the Dealer shall pay the accrued Bonus Fund in full to the Student, together with all sums that the Dealer would have contributed to the Fund had the contract not been terminated and the Student been employed full-time during the remaining term of the Contract.
  - b) Student shall promptly repay such bonus to the Dealer should the Dealer prevail at the arbitration. Student shall also promptly repay the Dealer all sums expended by Dealer for Student's education as described in Paragraph 5 of Section C should the Dealer prevail at the arbitration.

\_\_\_\_\_  
Student signature

Name: \_\_\_\_\_  
(print)

College Name:  
\_\_\_\_\_

\_\_\_\_\_  
Witness signature

Name: \_\_\_\_\_  
(print)

\_\_\_\_\_  
DaimlerChrysler Dealer signature

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness signature

Name: \_\_\_\_\_  
(print)