

Apprentice Employment Agreement

This Agreement made and entered into this ____ day of (MONTH), 20__, by and between _____ ("Employer"), and _____ ("Apprentice"). The parties recite that:

- A. Employer is engaged in agrarian education and maintains business premises at _____.
- B. Apprentice is willing to be employed by employer, and employer is willing to employ apprentice, on the terms and conditions hereinafter set forth. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and apprentice covenant and agree as follows:

AGREEMENT to EMPLOY and be EMPLOYED

Employer hereby employs apprentice as Apprentice at the above-mentioned premises, and apprentice hereby accepts and agrees to employment. Apprentice is hired as an at-will employee. Probation period is the first 30 days after employment start date. See section titled Probation, Termination and Disability for details.

DESCRIPTION of APPRENTICE DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of the employer, the apprentice shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer. Apprentice shall additionally render such other and unrelated services and duties as may be assigned to her/him from time to time by employer.

Duties will include all aspects of operating and managing a 100% grass-fed dairy and cheese making operation. Apprentice will be involved in planning discussions and engage in personal study to support the experiential core of the apprenticeship. Apprentice duties will include (but are not limited to):

- Milking of the dairy herd
- Observance of herd health and immediate communication of any concerns to owners
- Moving wires in pasture and ensuring proper water, feed, and mineral are available at all times
- Weekly herd share duties
- Participation in cheese making 2-4 times per week
- Daily cheese care chores
- Regular sanitation of cheese room and dairy
- Feeding, moving, and care of chickens and egg collection from the field

MANNER of PERFORMANCE of APPRENTICE DUTIES

Apprentice shall at all times faithfully, industriously, and to the best of her/his ability, experience, and talent, perform all duties that may be required of and from her/his pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable.

DURATION of EMPLOYMENT

The term of employment shall be eight months, commencing on (DATE) , and terminating (DATE) , subject, however, to prior termination as otherwise provided herein. Should Apprentice wish to terminate employment prior to said end date, ample discussion will occur prior to termination. Apprentice understands that employment is also an educational program and that completion of full term is expected, in order to be considered a graduate of the New Agrarian Program.

COMPENSATION and REIMBURSEMENT

Employer shall pay apprentice a stipend at the rate of per month, gross pay before taxes. Payroll will be run monthly unless other arrangements have been made. In addition, apprentice will receive room and partial board as discussed during interview. Also, employer will reimburse apprentice for any and all necessary, customary, and usual expenses incurred by her/him while traveling for and on behalf of the employer pursuant to employer's directions.

SCHEDULE

For health and well-being, a sincere attempt will be made to give the apprentice two days off per week, however, due to the nature of farming, this may not always be possible. Hours will be kept as reasonable as possible but some long days will be necessary during calving, cheese making, or other circumstances. The schedule will be set monthly and changes are always possible. There is no paid holiday time. Apprentice wishing to take vacation time must schedule in advance and at convenience of the dairy schedule. Apprentice wishing to attend conferences, workshops and other educational events to augment on-site education will discuss the relevance of said event with the employer, and these events will be considered work days if both parties agree that the event qualifies as a valid educational experience related to the goals and intention of the apprentice and the New Agrarian Program.

CELL PHONES

The apprentice shall provide his or her own cell phone and service provider. The apprentice shall carry their cell phone with them at all times, however, will not engage in personal texting, checking of social media, or personal phone calls during work hours unless of an emergency nature. We have found this to be distracting, dangerous, and unsanitary. It is strongly suggested

that the apprentice set special ring tones for the employer and other co-workers so that it is easy to identify, in an auditory manner, if the call should be answered for work reasons.

SAFETY

The employer takes the safety of the apprentice very seriously. The apprentice is expected to follow all safety instructions given by the employer. The apprentice is expected to wear gloves for farm tasks where hand protection is recommended. Injuries (even small cuts or scratches) can result in the apprentice being excluded from working in the cheese vat until they are healed. The apprentice is expected to wear appropriate ear and eye protection whenever working with power tools or when advised by the employer.

HOUSING EXPECTATIONS

Housing including all utilities will be provided. The apprentice is expected to maintain a clean living environment and to care for and respect the apartment. There are no parties, drugs, excessive alcohol, or smoking allowed in the apprentice apartment. Guests are not to exceed two people, not to stay more than three days, and must be cleared with the employer prior to their arrival. The apprentice will share the space with the cheese making assistant and herd manager as a space for them to store a change of clothes and shower (cheese assistant) as needed between milking and cheese making in order to maintain sanitary conditions in the cheese room and dairy. These employees will not be living in the space but may, occasionally, spend a night if ranch duties, such as calving, require their presence. Every effort will be made to respect apprentice privacy.

ACCESS TO THE RANCH

The apprentice has full access to the ranch for work-related purposes. The apprentice has access to the ranch for recreation such as walks and swimming in the pond. The apprentice may not take guests onto the ranch without the express permission of the employer. Respect for the privacy of the family members living on the ranch will be shown at all times.

COMMUNICATION

Communication is of the utmost importance. The employer expects all issues, complaints, and concerns to be communicated directly to the employer. No "Horizontal Complaining" will be tolerated (ie complaining to a co-worker instead of resolving an issue directly with the employer). If an issue arises with a co-worker (not the employer) direct communication with the co-worker is appropriate and the employer will facilitate as necessary.

APPRENTICE'S LOYALTY to EMPLOYER'S INTERESTS

Apprentice shall devote all of her/his professional time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work,

services, and advice of apprentice. Apprentice expressly agrees that during the term hereof she/he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer's business or any allied trade

NONDISCLOSURE of INFORMATION CONCERNING BUSINESS

Apprentice will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

PROBATION, TERMINATION and DISABILITY

Probation Process: As of the first day of work, a thirty-day probation period begins. Job expectations, professional attitude and commitment to the New Agrarian Program will be discussed. Two weeks after start date, an assessment will be made as to success of the position for the apprentice, and the apprentice for the employer. Concerns serious enough to be possible grounds for termination of employment will be discussed, and strategies for addressing them will be noted. Concerns and strategies will be noted in written form and signed by apprentice and mentors.

Four weeks after start date another assessment will occur. If all parties are amenable to employment being continued, the probation period will end. Should either party believe that the mentor-mentee relationship will not be successful for both parties, employment will be terminated with two weeks' notice.

Termination Policy: The home ranch and the apprentice will have an informal check-in every 2-3 weeks, or on a jointly determined schedule, to discuss job performance, attitude, and skills acquisition. Concerns or problems will be discussed and strategies determined to assist both employer mentors and the apprentice to address the challenges. Formal evaluation will occur every three months. Should serious problems persist, the apprentice may be placed on apprenticeship jeopardy. A formal evaluation meeting between employer and the apprentice will occur, and specific concerns will be noted and apprentice and employer will co-create clear, measurable steps to address these concerns which will be contracted and signed by both parties.

A timeline for review will be determined. A copy of this document will be sent to the Quivira Coalition NAP Director. Assessment will happen weekly until such time as apprenticeship jeopardy status is withdrawn or termination is deemed necessary. If termination is warranted, apprentice will be given two weeks notice. When and if apprentice is given notice of termination, duties will be revised or limited as employer sees fit for the remainder of their tenure.

Disability: In the event that the apprentice cannot perform the duties associated with the apprentice job because of illness or incapacity for a period of more than three weeks, the compensation otherwise due during said illness or incapacity will be reduced by 50% percent. The apprentice's full compensation will be reinstated upon return to full time work. However, if the apprentice is absent from work for any reason for a continuous period of over five weeks, the LCC may terminate the apprentice's employment, and the LLC's obligations under this agreement will cease on that date.

DISCONTINUANCE of BUSINESS as TERMINATION of EMPLOYMENT

Anything herein contained to the contrary notwithstanding, in the event that employer shall discontinue operations at the premises mentioned above, then this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

APPRENTICE COMMITMENTS BINDING on EMPLOYER ONLY on WRITTEN CONSENT

Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.

CONTRACT GOVERNED by LAW

This agreement and performance hereunder shall be construed in accordance with the laws of the State of Colorado.

Executed on the date first above written.

Employer Date

Apprentice Date

