

**EMPLOYMENT AGREEMENT**

EMPLOYMENT AGREEMENT made by and between the **Stockbridge-Munsee Community**, at P.O. 70, Bowler Wisconsin 54416 ("Tribe") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Employee").

The Tribe hereby agrees to employ the Employee and the Employee accepts such employment by the Tribe, upon the terms, conditions and covenants as follows:

1. The term of employment shall be for **one year** starting from \_\_\_\_\_ and going to \_\_\_\_\_. It is anticipated that Employee shall work approximately \_\_\_\_\_ hours per week during the term of the Agreement. Employee shall be considered to be a \_\_\_\_\_ employee.

2. The Employee's job title shall be \_\_\_\_\_. Employee shall report to \_\_\_\_\_.

3. Employee shall have the following job duties:

In addition, job duties may include other duties as assigned. Employee shall devote his/her full time and attention to the Tribe's business.

4. Employee shall receive, for all services rendered, compensation at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ payable in accordance with the Tribe's normal payroll policies and procedures.

5. Employee shall be subject to the Tribe's employment policies as described in the "Stockbridge-Munsee Employment Manual."

6. Tribe shall provide an office, facilities, and services that are suitable to the position and appropriate for the performance of Employee's duties.

7. Both parties agree to hold confidential and/or proprietary information that they learn based their performance under this Agreement in strict confidence and not use or divulge such information other than for the purposes of this Agreement.

8. Notwithstanding any provision in this Employment Agreement to the contrary, if Employee is unable to perform or is absent from employment for a period of more than 1 month, Tribe may terminate this Employment Agreement, without further cause, and all obligations of Tribe hereunder shall terminate.

9. The Employee may terminate this Agreement without cause upon fourteen (14) days' written notice to the Tribe.

10. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and executive statement of the agreement between the parties. This Agreement is not transferrable and not assumable by another party. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

11. If the services provided under this Agreement involve regular contact with or control over Elders or Youth, Contractor (and/or its employees or agents providing onsite services) is required to obtain and maintain an Elder/Youth License, in accordance with Chapter 65 of Stockbridge-Munsee tribal law, prior to being eligible to perform services under this Agreement. Contractor agrees to complete all paperwork associated with this license.\*

12. Any notice required to be given shall be either: (i) personally delivered, or (ii) sent by U.S. Postal Service, postage pre-paid, Certified Mail, Return Receipt Requested to the Tribe at the place of employment and to the Employee at the last residence given to and on file with the Tribe.

13. A waiver of a breach of any provision of this Employment Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point, by federal law or if no federal law on point, then Wisconsin law.

15. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed.

**EMPLOYEE:**

**TRIBE:**

\_\_\_\_\_

BY: \_\_\_\_\_

*Tribal President or Vice-President*

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

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

\* **Elder/Youth License** approved by \_\_\_\_\_, Human Resources, on \_\_\_\_\_ (date).