

## ***EMPLOYMENT CONTRACT***

This Employment Contract (this "Contract") is made effective as of August 23, 2021, by and between Organized Village of Saxman of Route 2 Box 2, Ketchikan, Alaska, 99901 and \_\_\_\_\_ of \_\_\_\_\_, Ketchikan, Alaska, 99901.

A. Organized Village of Saxman is engaged in the business of Tribal Administration. \_\_\_\_\_ will primarily perform the job duties at the following location: 2706 S. Tongass Hwy, Saxman, Alaska.

B. Organized Village of Saxman desires to have the services of \_\_\_\_\_.

C. \_\_\_\_\_ is an at will employee of Organized Village of Saxman. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Organized Village of Saxman shall employ \_\_\_\_\_ as a(n) Facility Custodian. \_\_\_\_\_ shall provide to Organized Village of Saxman the services described on the attached Exhibit A, which is made a part of this Contract by this reference. \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Organized Village of Saxman and Organized Village of Saxman's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Organized Village of Saxman. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Organized Village of Saxman may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_ under this Contract, Organized Village of Saxman will pay \_\_\_\_\_ per \_\_\_\_\_. This amount shall be paid in accordance with Organized Village of Saxman's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that \_\_\_\_\_ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which \_\_\_\_\_ has not yet been paid, and for any commission earned in accordance with Organized Village of Saxman's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**4. EXPENSE REIMBURSEMENT.** Organized Village of Saxman will reimburse \_\_\_\_\_ for "out-of-pocket" expenses incurred by \_\_\_\_\_ in accordance with Organized Village of Saxman's policies in effect from time to time.

**5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** \_\_\_\_\_ shall provide Organized Village of Saxman with all information, suggestions, and recommendations regarding Organized Village of Saxman's business, of which \_\_\_\_\_ has knowledge, that will be of benefit to Organized Village of Saxman.

**6. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.**

\_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Organized Village of Saxman without first obtaining the express written consent of Organized Village of Saxman.

**7. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Organized Village of Saxman upon 2 weeks written notice, and by \_\_\_\_\_ upon 2 weeks written notice. If \_\_\_\_\_ is in violation of this Contract, Organized Village of Saxman may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**8. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Organized Village of Saxman.

**9. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Organized Village of Saxman all property which is Organized Village of Saxman's property or related to Organized Village of Saxman's business (including keys, records, notes, data, memoranda, models, and equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

**10. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Organized Village of Saxman  
Tribal Administrator  
Route 2 Box 2  
Ketchikan, Alaska 99901

Employee:

\_\_\_\_\_

\_\_\_\_\_

Ketchikan, Alaska 99901

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**11. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**15. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Alaska.

**16. SIGNATORIES.** This Contract shall be signed by Joe Williams, President on behalf of Organized Village of Saxman and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

By: \_\_\_\_\_  
Joe Williams, President  
Organized Village of Saxman

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

By: \_\_\_\_\_  
\_\_\_\_\_

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