

Registration No. _____

As filed with the Securities and Exchange Commission on January 30, 1998

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

STRATTEC SECURITY CORPORATION
(Exact name of registrant as specified in its charter)

WISCONSIN
(State or other jurisdiction of
incorporation or organization)

39-1804239
(I.R.S. Employer
Identification No.)

3333 West Good Hope Road
Milwaukee, Wisconsin
(Address of Principal Executive Offices)

53209
(ZIP Code)

STRATTEC SECURITY CORPORATION
EMPLOYEE STOCK PURCHASE PLAN
(Full title of the plan)

JOHN G. CAHILL
Executive Vice President,
Chief Financial Officer,
Treasurer and Secretary
STRATTEC SECURITY CORPORATION
3333 West Good Hope Road
Milwaukee, Wisconsin 53209
(Name and address of agent for service)

Copy to:
JAMES M. BEDORE, ESQ.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street
Milwaukee, Wisconsin 53202

414-247-3333
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common Stock, \$.01 par value	100,000 shares	\$28 (1) (2)	\$2,800,000	\$826.00

- (1) For the purpose of computing the registration fee, STRATTEC SECURITY CORPORATION (the "Registrant") has used \$28 as the average of the high and low prices of the Common Stock as reported on January 27, 1998 on the Nasdaq National Market for the offering price per share, in accordance with Rule 457(h).
- (2) The actual offering price will be determined in accordance with the terms of the Plan.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Information specified in Part I of Form S-8 (Items 1 and 2) will be sent or given to Plan participants as specified by Rule 428(b)(1) under the Securities Act of 1933.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by STRATTEC SECURITY CORPORATION, a Wisconsin corporation (the "Registrant") (Commission File No. 0-25150), with the Securities and Exchange Commission (the "Commission") pursuant to Section 13 or 15 of the Securities Exchange Act of 1934 (the "1934 Act") are incorporated herein by reference:

- (a) The description of the Registrant's Common Stock contained in Item 11 of the Registrant's Registration Statement on Form 10 dated November 18, 1994, as amended by the Registrant's Form 10/A Amendment No. 1 thereto dated January 20, 1995 and by the Registrant's Form 10/A Amendment No. 2 thereto dated February 6, 1995, and any amendment or report filed for the purpose of updating such description.
- (b) The Company's annual report on Form 10-K for the fiscal year ended June 29, 1997.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part hereof.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable. See Item 3 above.

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ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant is incorporated under the Wisconsin Business Corporation Law ("WBCL"). Under Section 180.0851(1) of the WBCL, the Registrant is required to indemnify a director or officer, to the extent such person is successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if such person was a party because he or she was a director or officer of the Registrant. In all other cases, the Registrant is required by Section 180.0851(2) of the WBCL to indemnify a director or officer against liability incurred in a proceeding to which such person was a party because he or she was an officer or director of the Registrant, unless it is determined that he or she breached or failed to perform a duty owed to the Registrant and the breach or failure to perform constitutes: (i) a willful failure to deal fairly with the Registrant or its shareholders in connection with a matter in which the director or officer has a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit; or (iv) willful misconduct. Section 180.0858(1) of the WBCL provides that, subject to certain limitations, the mandatory indemnification provisions do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under the Registrant's articles of incorporation, bylaws, a written agreement or a resolution of the Board of Directors or shareholders.

Section 180.0859 of the WBCL provides that it is the public policy of the State of Wisconsin to require or permit indemnification, allowance of expenses and insurance to the extent required or permitted under Sections 180.0850 to 180.0858 of the WBCL for any liability incurred in connection with a proceeding involving a federal or state statute, rule or regulation regulating the offer, sale or purchase of securities.

Section 180.0828 of the WBCL provides that, with certain exceptions, a director is not liable to a corporation, its shareholders, or any person asserting rights on behalf of the corporation or its shareholders, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director, unless the person asserting liability proves that the breach or failure to perform constitutes any of the four exceptions to mandatory indemnification under Section 180.0851(2) referred to above.

Under Section 180.0833 of the WBCL, directors of the Registrant against whom claims are asserted with respect to the declaration of an improper dividend or other distribution to shareholders to which they assented are entitled to contribution from other directors who assented to such distribution and from shareholders who knowingly accepted the improper distribution, as provided therein.

Article VIII of the Registrant's By-Laws contains provisions that generally parallel the indemnification provisions of the WBCL and cover certain procedural matters not dealt with in the WBCL.

Directors and officers of the Registrant are covered by directors' and officers' liability insurance under which they are insured (subject to certain exceptions and limitations specified in the policy) against expenses and liabilities arising out of proceedings to which they are parties by reason of being or having been directors or officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See Exhibit Index following Signatures page in this Registration Statement, which Exhibit Index is incorporated herein by reference.

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13

or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be

deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Reference is made to the indemnification provisions referred to in Item 6 of this Registration Statement.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Milwaukee, State of Wisconsin, on January 26, 1998.

STRATTEC SECURITY CORPORATION
(Registrant)

By: /s/ Harold M. Stratton II

Harold M. Stratton II
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, constitutes and appoints Harold M. Stratton II and

John G. Cahill, and each of them, as true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post effective amendments) to this Registration Statement and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting onto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE	TITLE	DATE
/s/ Harold M. Stratton ----- Harold M. Stratton II	President, Chief Executive Officer, and Director (Principal Executive Officer of the Registrant)	1/26/98
/s/ John G. ----- John G. Cahill	Executive Vice President, Chief Financial Officer, Treasurer, Secretary, and Director (Principal Financial and Principal Accounting Officer)	1/26/98
/s/Frank J. ----- Frank J. Krejci	Director	1/26/98\
/s/Michael J. ----- Michael J. Koss	Director	1/26/98
/s/Robert ----- Robert Feitler	Director	1/26/98

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STRATTEC SECURITY CORPORATION
(THE "REGISTRANT")
(COMMISSION FILE NO. 0-25150)

EXHIBIT INDEX
TO
FORM S-8 REGISTRATION STATEMENT

EXHIBIT NUMBER	DESCRIPTION	INCORPORATED HEREIN BY REFERENCE TO	FILED HEREWITH	SEQUENTIAL PAGE NO.
4.1	Amended and Restated Articles of Incorporation of the Registrant	Appendix B to the Registrant's Information Statement annexed to, and filed as Exhibit 2.1 to, the Registrant's Form 10/A Amendment No.2 to Registration Statement dated February 6, 1995		
4.2	By-Laws of the Registrant	Appendix C to the Registrant's Information Statement annexed to, and filed as Exhibit 2.1 to, the Registrant's Form 10/A Amendment No._2 to Registration Statement		

dated February 6, 1995

4.3	Rights Agreement dated as of February 6, 1995, between the Registrant and Firststar Trust Company, as Rights Agent, which includes the Form of Right Certificate as Exhibit A and the Summary of Rights to Purchase Common Shares as Exhibit B	Exhibit 4.1 to the Registrant's Form 10/A Amendment No. 2 to Registration Statement dated February 6, 1995	
5	Opinion of Counsel		X
23.1	Consent of Arthur Andersen LLP		X
23.2	Consent of Counsel		Contained in Opinion filed as Exhibit 5
24	Powers of Attorney	Signature Page to Registration Statement	
99	STRATTEC SECURITY CORPORATION Employee Stock Purchase Plan		X

Exhibit 5

January 28, 1998

STRATTEC SECURITY CORPORATION
3333 West Good Hope Road
Milwaukee, Wisconsin 53209

Gentlemen:

We are providing this opinion in connection with the Registration Statement of STRATTEC SECURITY CORPORATION, a Wisconsin corporation (the "Company"), on Form S-8 (the "Registration Statement"), filed under the Securities Act of 1933, as amended (the "Act"), with respect to the proposed sale by the Company of up to 100,000 shares of Company common stock, \$.01 par value per share (the "Shares"), pursuant to the provisions of the STRATTEC SECURITY CORPORATION Employee Stock Purchase Plan (the "Plan").

We have examined (i) the Registration Statement, (ii) the Company's Amended and Restated Articles of Incorporation and By-Laws, as amended to date, (iii) the Plan, (iv) the corporate proceedings relating to the adoption of the Plan, the issuance of the Shares and the organization of the Company, and (v) such other documents and records as we have deemed necessary in order to render this opinion. In rendering this opinion, we have relied as to certain factual matters on certificates of officers of the Company and of state officials.

Based upon the foregoing, it is our opinion that:

1. The Company is a corporation validly existing under the laws of the State of Wisconsin and, based solely on a certificate of the Department of Financial Institutions of the State of Wisconsin (the "DFI");
 - (a) has filed with the DFI during its most recently completed report year the required annual report;
 - (b) is not the subject of a proceeding under Wisconsin Statutes section 180.1421 to cause its administrative dissolution; (c) no determination has been made by the DFI that grounds exist for such action; (d) no filing has been made with the DFI of a decree of dissolution with respect to the Company; and (e) Articles of Dissolution of the Company have not been filed with the DFI.

2. The Shares, when issued as and for the consideration contemplated by the Registration Statement and the Plan, will be validly issued, fully paid and non-assessable by the Company, subject to the personal liability which may be imposed on shareholders by Section 180.0622(2) (b) of the Wisconsin Business Corporation Law, as judicially interpreted, for debts owing to employees for services performed, but not exceeding six months service in any one case.

We consent to the filing of this opinion as an Exhibit to the Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Act, or that we come within the category of persons whose consent is required by Section 7 of the Act.

Yours very truly,

REINHART, BOERNER, VAN DEUREN,
NORRIS & RIESELBACH, s.c.

BY /s/ James M. Bedore

EXHIBIT 23.1

Consent of Independent Public Accountants

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement of our reports dated July 31, 1997 included (or incorporated by reference) in the STRATTEC SECURITY CORPORATION Form 10-K for the year ended June 29, 1997, and to all references to our firm included in this Registration Statement.

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
January 29, 1998

/s/ Arthur Andersen LLP

EXHIBIT 99

STRATTEC SECURITY CORPORATION
EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to give each eligible employee of STRATTEC SECURITY CORPORATION ("STRATTEC") the opportunity to acquire an ownership interest in STRATTEC by providing such eligible employees with a convenient mechanism to purchase STRATTEC's Common Stock, \$.01 par value per share. STRATTEC believes that stock ownership among employees more closely aligns the interests of STRATTEC's employees and shareholders.

2. Eligibility. All regular full-time United States employees of STRATTEC are eligible to participate in the Plan. "Regular full-time United States employees of STRATTEC" are those who, on a regular basis, work at least 40 hours per week. Notwithstanding the foregoing, no director or officer of STRATTEC who is subject to the provisions of section 16 of the Securities Exchange Act of 1934, as amended, may participate in the Plan. To enroll, an eligible employee must submit an Enrollment Form to STRATTEC's Benefits Department. Participation in the Plan will commence as soon as practicable after the Enrollment Form is delivered to the Benefits Department. Enrollment in the Plan is strictly voluntary on the part of the participants.

3. Authorized Stock. The maximum number of shares of STRATTEC's Common Stock which may be issued pursuant to the Plan is 100,000 shares.

4. Contributions. Under the Plan, a participant may contribute any even dollar amount to the Plan, subject to a minimum contribution of \$10 per pay period and a maximum contribution of \$5,200 per calendar year. Contributions by participating employees shall be made through payroll deduction on an after-tax basis. Accordingly, a participant's net pay will be reduced by the amount the participant elects to contribute to the Plan. A participant may increase (subject to the maximum permitted contribution) or decrease (subject to the minimum permitted contribution) the amount of his or her contribution under the Plan by delivering an Employee Participation Change Form to the Company's Benefits Department. The change in contribution amount will be effective as soon as practicable after the Change Form is delivered to the Benefits Department. No interest is paid or any amounts contributed by a participant.

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5. Administration of the Plan. Firststar Trust Company, Milwaukee, Wisconsin (the "Agent") administers the Plan, keeps records, sends statements of account to participants and performs other duties relating to the

Plan. The Agent assures safe keeping because it acts as custodian of shares held in the Plan. Certificates for such shares are not issued to participants unless requested. Regular statements of account provide simplified recordkeeping. If Firststar Trust Company is terminated or ceases to act as Agent under the Plan, its successor will be designated by the Company and participants will be promptly notified of the change.

6. Purchase of Stock. All amounts contributed will be used by the Agent to purchase Common Stock directly from STRATTEC on the last day of each month (each, a "Purchase Date"). The purchase price for each share of stock will be the average of the highest and lowest reported sales prices of a share of the Company's Common Stock on the Nasdaq National Market (or such other securities exchange or over-the-counter market on which STRATTEC's stock is then traded) on the applicable Purchase Date. If the Purchase Date is a weekend or holiday, the purchase price will be the closing price of the Company's Common Stock on the most recent previous trading day. The number of shares any participant may purchase and hold in his or her account is unrestricted, subject to the limitations defined under section 4 above and provided that the maximum number of shares of Common Stock purchased by all participants shall not exceed the number of shares authorized for issuance under the Plan.

7. Participant Accounts. The Agent will maintain an account in the name of each participant. Each month the participant's account will be credited with the number of full and fractional shares allocable to the participant on the basis of the participant's contribution. Fractional shares will be computed to three decimal places.

8. Reports to Participants. The Agent will issue quarterly statements to each participant showing the number of shares of Common Stock purchased for his or her account in the preceding quarter and the total number of shares in the participant's account at the end of the quarter.

9. Expenses. STRATTEC will bear the entire cost of administration of the Plan. Participants are responsible for brokerage fees if they choose to have the Agent sell their shares under the Plan.

10. Stock Certificates. Certificates evidencing shares of Common Stock purchased under the Plan will initially be registered in the name of the Agent for the benefit of the participants and will remain in the Agent's custody. A participant may request in writing that certificates representing any or all of the full shares then allocated to his or her account be issued to him or her. Request for

Issuance of Certificate forms may be obtained through the Benefits Department and should be mailed to the Agent. Upon receipt of such a request, the Agent will issue and deliver a stock certificate for such requested shares to the requesting participant at no charge following a reasonable time period to arrange for preparation of such certificate by the Transfer Agent for STRATTEC's Common Stock. Any remaining full and fractional shares held in the participant's account after issuance of a certificate will continue to be held under the Plan. Certificates for fractions of shares will not be issued under

any circumstances.

11. Dividends. Any dividends received in cash on stock held by the Agent will be credited to the account of each participant on the basis of the number of shares in the participant's account on the record date of the dividend. All such cash dividends will be used to buy additional Common Stock of STRATTEC. Any such dividend will represent taxable income to each participant, and STRATTEC will, therefore, be required to report to the federal government and to each participant the value of such dividends credited to the participant each calendar year.

Any dividends received in stock on stock held by the Agent will also be credited to the account of each participant on the basis of the number of shares in the participant's account on the record date of the stock dividend. All participants will also be notified of the amount and taxability, if any, of all such dividends.

After certificates for shares purchased under the Plan have been distributed, all dividends on such shares will be paid directly to the shareholder.

At present, STRATTEC has no intention of making any dividend distributions in the foreseeable future.

12. Shareholder Rights. Participants will receive copies of all notices to shareholders, proxy statements and other notices and reports distributed from time to time by STRATTEC to its shareholders. Shares held by the Agent for the account of participants will be voted in accordance with each participant's written proxy instructions.

13. Sale of Stock from the Plan. A participant may direct the Agent to sell all or any portion of the full shares held in his or her account. In order to sell shares, a participant must forward to STRATTEC a written share sale request form (which may be obtained from the Benefits Department). STRATTEC will then deliver the request form to the Agent. The Agent will sell the shares as soon as possible following the Agent's receipt of a participant's share sale request form. A participant who directs the Agent to sell shares will be charged for the

brokerage fees incurred by the Agent in connection with the sale. SELLING PARTICIPANTS SHOULD BE AWARE THAT COMMON STOCK PRICES MAY FALL DURING THE PERIOD BETWEEN RECEIPT OF A SHARE SALE REQUEST FORM BY THE AGENT AND THE SALE TRANSACTIONS. THIS RISK SHOULD BE EVALUATED BY THE PARTICIPANT AND IS A RISK THAT IS BORNE SOLELY BY THE PARTICIPANT.

14. Withdrawal from the Plan. A participant may at any time terminate participation in the Plan by signing and forwarding a termination notice form (which may be obtained from the Benefits Department) to the Company. The Company will promptly deliver the termination notice to the Agent. When participation in the Plan is terminated, certificates for whole shares credited to the participant's Plan account will be issued to the participant or, if the participant so requests, the shares will be sold by the Agent as set forth in section 13 above. A cash payment will be made for any fractional share remaining in a participant's Plan account based on the closing price of the Company's Common Stock on the date the withdrawal notice was received by the Agent or, if the Common Stock was not traded on that day, on the next preceding day in which the Common Stock was traded. Because stock is purchased for the participant at the end of each month, contributions by the

withdrawing participant for the month in which the termination notice is delivered will be used to purchase stock for the participant's account in accordance with the regular terms of the Plan unless the termination notice is received by the Agent at least five trading days prior to the end of the month. If the termination notice is received at least five trading days before the end of the month, any amounts withheld from the participant's pay check for such month will not be used to purchase stock for such month but, rather, will be returned to the participant as promptly as possible.

If a participant ceases to be an employee of STRATTEC or one of its participating subsidiaries, his or her participation in the Plan will automatically terminate. Certificates for his or her full shares and any cash resulting from uninvested contributions and fractional shares will be distributed to the participant in the same manner as an individual who withdraws from the Plan.

15. No Right to Continued Employment. Participation in the Plan shall in no way be construed as a guaranty of continued employment with STRATTEC. All employees of STRATTEC, unless they have a written employment agreement specifying different terms, are at-will employees and may be terminated by STRATTEC at any time with or without cause.

16. Plan Term and Amendments. The Plan will continue until terminated by action of the Board of Directors of STRATTEC or when all stock to be offered under the Plan has been issued. The Board presently intends to continue the Plan so long as a substantial number of employees remain interested

and participate. The Board of Directors of STRATTEC may from time to time amend the Plan.