



**NISHNAWBE - ASKI  
Legal Services Corporation**

**Employee Information**

**1. Personal Information**

Full Given Name: Crosthwaite Dakota E  
Last First M Initial.

Address: 450 Shirley Street North Unit 5  
Street Address Box #

Timmins ON P4R1M5  
City/Town Province Postal Code

Home Phone: (705) 288-8445 Alternate Phone: ( )

Primary Email: dk\_emerg@icloud.com DOB 02/13/2003  
M/D/Y

SSN #: 589 836 220 Status #

**2. Job Information**

Title: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Department: \_\_\_\_\_

Work Location: \_\_\_\_\_ Work Email: \_\_\_\_\_

Work Phone: ( ) Cell Phone: ( )

Start Date: \_\_\_\_\_ Benefits \_\_\_\_\_ Pension: Y / N \_\_\_\_\_

Term Date: \_\_\_\_\_ Salary: \$ \_\_\_\_\_

**3. Emergency Contact Information**

Full Name: Marchildon June  
Last First M Initial.

Address: 450 Shirley Street North Unit 5  
Street Address Box #

Timmins ON P4R1M5  
City/Town Province Postal Code

Primary Phone: (705) 288-0609 Alternate Phone: ( )

Relationship: Mother

**Nishnawbe-Aski Legal Services Corporation**  
**Acknowledgement**



\*\*I hereby acknowledge that I have received a copy of the Nishnawbe-Aski Legal Services Corporation, Employee Manual containing the Personnel and Harassment Policies of the Corporation.\*\*

\*\*I hereby acknowledge that I have read and understood the Employee Manual.\*\*

Dakota Crossmwaite

Print Name

Dakota-c

Signature

Dated this 5<sup>th</sup> day of January, 2023



**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
OATH OF CONFIDENTIALITY**

As a person working at Nishnawbe-Aski Legal Services Corporation (“NALSC”) you are privy to confidential material. Confidentiality of client and NALSC information is essential. While at NALSC, you shall not disclose to any member of the public any confidential information obtained during his/her position with NALSC.

All NALSC files are to be treated as confidential material and may not be disclosed except in accordance with the provisions of NALSC’s policies and Service Agreements. No one is to read files except in so far as the position requires it. Files are not to be discussed at any time with anyone within NALSC, except for NALSC related business.

Confidentiality also applies to information about financial and personnel matters or any other confidential information that is attained during your position with NALSC. We are entrusted with the confidential records of clients and of personnel throughout the Corporation and are always expected to comply with NALSC’s Oath of Confidentiality Agreement.

**EMPLOYEE STATEMENT OF NON-DISCLOSURE**

I have read and understand this statement. I agree to abide by NALSC’s Oath of Confidentiality Agreement as a condition of my position at Nishnawbe-Aski Legal Services Corporation. Unauthorized disclosure of any confidential material may result in my immediate discharge from my position and may result in further legal action.

I acknowledge that I am bound by the terms of this agreement and further, that these confidentiality requirements continue after my position with NALSC has ceased.

Dakota C  
SIGNATURE

01/5/2023  
DATE

Dakota Crosthwaite  
PRINT FULL NAME

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT FULL NAME OF WITNESS

Read page 2 before filling out this form. Your employer or payer will use this form to determine the amount of your provincial tax deductions.  
Fill out this form based on the best estimate of your circumstances.

Last name <u>CrostaWaite</u>		First name and initial(s) <u>Dakota, E</u>	Date of birth (YYYY/MM/DD) <u>2008/02/13</u>	Employee number
Address <u>450 Shirley St. N Unit 5</u>		Postal code <u>R1A 4M5</u>	For non-residents only Country of permanent residence	Social insurance number <u>589836220</u>

**1. Basic personal amount** – Every person employed in Ontario and every pensioner residing in Ontario can claim this amount. If you will have more than one employer or payer at the same time in 2023, see "More than one employer or payer at the same time" on page 2. **11,865**

**2. Age amount** – If you will be 65 or older on December 31, 2023, and your net income will be \$43,127 or less, enter \$5,793. You may enter a partial amount if your net income for the year will be between \$43,127 and \$81,747. To calculate a partial amount, fill out the line 2 section of Form TD1ON-WS, Worksheet for the 2023 Ontario Personal Tax Credits Return.

**3. Pension income amount** – If you will receive regular pension payments from a pension plan or fund (not including Canada Pension Plan, Quebec Pension Plan, Old Age Security, or Guaranteed Income Supplement payments), enter **whichever is less**: \$1,641 or your estimated annual pension.

**4. Disability amount** – If you will claim the disability amount on your income tax and benefit return by using Form T2201, Disability Tax Credit Certificate, enter \$9,586.

**5. Spouse or common-law partner amount** – Enter \$10,075 if you are supporting your spouse or common-law partner and **both** of the following conditions apply:

- Your spouse or common-law partner lives with you
- Your spouse or common-law partner's net income for the year will be \$1,007 or less

You may enter a partial amount if your spouse's or common-law partner's net income for the year will be between \$1,007 and \$11,082. To calculate a partial amount, fill out the line 5 section of Form TD1ON-WS.

**6. Amount for an eligible dependant** – Enter \$10,075 if you are supporting an eligible dependant and all of the following conditions apply:

- You do **not** have a spouse or common-law partner, or you **have** a spouse or common-law partner who does not live with you and who you are not supporting or being supported by
- The dependant is related to you and lives with you
- The dependant's net income for the year will be \$1,007 or less

You may enter a partial amount if the eligible dependant's net income for the year will be between \$1,007 and \$11,082. To calculate a partial amount, fill out the line 6 section of Form TD1ON-WS.

**7. Ontario caregiver amount** – You may claim this amount if you are supporting an eligible infirm dependant aged 18 or older who is your or your spouse's or common-law partner's:

- child or grandchild
- parent, grandparent, brother, sister, aunt, uncle, niece or nephew who is resident in Canada

To calculate this amount, fill out the line 7 section of Form TD1ON-WS.

**8. Amounts transferred from your spouse or common-law partner** – If your spouse or common-law partner will not use all of their age amount, pension income amount, or disability amount on their income tax and benefit return, enter the unused amount.

**9. Amounts transferred from a dependant** – If your dependant will not use all of their disability amount on their income tax and benefit return, enter the unused amount.

**10. TOTAL CLAIM AMOUNT** – Add lines 1 to 9.  
Your employer or payer will use this amount to determine the amount of your provincial tax deductions. **11,865**

**Filling out Form TD1ON**

Fill out this form only if you are an employee working in Ontario or a pensioner residing in Ontario and any of the following apply:

- you have a new employer or payer, and you will receive salary, wages, commissions, pensions, employment insurance benefits, or any other remuneration
- you want to change the amounts you previously claimed (for example, the number of your eligible dependants has changed)
- you want to increase the amount of tax deducted at source

Sign and date it, and give it to your employer or payer.

If you do not fill out Form TD1ON, your employer or payer will deduct taxes after allowing the basic personal amount **only**.

**More than one employer or payer at the same time**

- If you have more than one employer or payer at the same time and you have already claimed personal tax credit amounts on another Form TD1ON for 2023, you **cannot** claim them again. If your total income from all sources will be more than the personal tax credits you claimed on another Form TD1ON, check this box, enter "0" on line 10 and do not fill in lines 2 to 9.

**Total income is less than the total claim amount**

- Tick this box if your total income for the year from **all** employers and payers will be **less** than your total claim amount on line 10. Your employer or payer will not deduct tax from your earnings.

**Additional tax to be deducted**

If you want to have more tax deducted at source, fill out section "Additional tax to be deducted" on the federal Form TD.

**Reduction in tax deductions**

You may ask to have less tax deducted at source if you are eligible for deductions or non-refundable tax credits that are not listed on this form (for example, periodic contributions to a registered retirement savings plan (RRSP), child care or employment expenses, charitable donations, and tuition and education amounts carried forward from the previous year). To make this request, fill out Form T1213, Request to Reduce Tax Deductions at Source, to get a letter of authority from your tax services office. Give the letter of authority to your employer or payer. You do not need a letter of authority if your employer deducts RRSP contributions from your salary.

**Forms and publications**

To get our forms and publications, go to [canada.ca/cra-forms-publications](https://canada.ca/cra-forms-publications) or call 1-800-959-5525.

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties, or other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at [canada.ca/cra-info-source](https://canada.ca/cra-info-source).

**Certification**

I certify that the information given on this form is correct and complete.

Signature

Dakota Crosthwaite

Date 2023-1-6

It is a serious offence to make a false return.



## 2023 Personal Tax Credits Return

Read page 2 before filling out this form. Your employer or payer will use this form to determine the amount of your tax deductions.

Fill out this form based on the best estimate of your circumstances.

If you do not fill out this form, your tax deductions will only include the basic personal amount, estimated by your employer or payer based on the income they pay you.

Last name <i>Crosthairte</i>	First name and initial(s) <i>Dorota E</i>	Date of birth (YYYY/MM/DD) <i>2003/02/13</i>	Employee number
Address <i>450 Shirley St. N Unit 5</i>	Postal code <i>R1Y 4A5</i>	For non-residents only Country of permanent residence	Social insurance number <i>51819836220</i>

**1. Basic personal amount** – Every resident of Canada can enter a basic personal amount of \$15,000. However, if your net income from all sources will be greater than \$165,430 and you enter \$15,000, you may have an amount owing on your income tax and benefit return at the end of the tax year. If your income from all sources will be greater than \$165,430, you have the option to calculate a partial claim. To do so, fill in the appropriate section of Form TD1-WS, Worksheet for the 2023 Personal Tax Credits Return, and enter the calculated amount here.

*15,000*

**2. Canada caregiver amount for infirm children under age 18** – Only one parent may claim \$2,499 for each infirm child born in 2006 or later who lives with both parents throughout the year. If the child does not live with both parents throughout the year, the parent who has the right to claim the "Amount for an eligible dependant" on line 8 may also claim the Canada caregiver amount for the child.

**3. Age amount** – If you will be 65 or older on December 31, 2023, and your net income for the year from all sources will be \$42,335 or less, enter \$8,396. You may enter a partial amount if your net income for the year will be between \$42,335 and \$98,309. To calculate a partial amount, fill out the line 3 section of Form TD1-WS.

**4. Pension income amount** – If you will receive regular pension payments from a pension plan or fund (not including Canada Pension Plan, Quebec Pension Plan, old age security, or guaranteed income supplement payments), enter whichever is less: \$2,000 or your estimated annual pension income.

**5. Tuition (full-time and part-time)** – Fill in this section if you are a student at a university or college, or an educational institution certified by Employment and Social Development Canada, and you will pay more than \$100 per institution in tuition fees. Enter the total tuition fees that you will pay if you are a full-time or part-time student.

**6. Disability amount** – If you will claim the disability amount on your income tax and benefit return by using Form T2201, Disability Tax Credit Certificate, enter \$9,428.

**7. Spouse or common-law partner amount** – Enter the difference between the amount on line 1 (line 1 plus \$2,499 if your spouse or common-law partner is infirm) and your spouse's or common-law partner's estimated net income for the year if both of the following conditions apply:

- You are supporting your spouse or common-law partner who lives with you
- Your spouse or common-law partner's net income for the year will be less than the amount on line 1 (line 1 plus \$2,499 if your spouse or common-law partner is infirm)

In all cases, go to line 9 if your spouse or common-law partner is infirm and has a net income for the year of \$26,782 or less.

**8. Amount for an eligible dependant** – Enter the difference between the amount on line 1 (line 1 plus \$2,499 if your eligible dependant is infirm) and your eligible dependant's estimated net income for the year if all of the following conditions apply:

- You do not have a spouse or common-law partner, or you have a spouse or common-law partner who does not live with you and who you are not supporting or being supported by
- You are supporting the dependant who is related to you and lives with you
- The dependant's net income for the year will be less than the amount on line 1 (line 1 plus \$2,499 if your dependant is infirm and you cannot claim the Canada caregiver amount for infirm children under 18 years of age for this dependant)

In all cases, go to line 9 if your dependant is 18 years or older, infirm, and has a net income for the year of \$26,782 or less.

**9. Canada caregiver amount for eligible dependant or spouse or common-law partner** – Fill out this section if, at any time in the year, you support an infirm eligible dependant (aged 18 or older) or an infirm spouse or common-law partner whose net income for the year will be \$26,782 or less. To calculate the amount you may enter here, fill out the line 9 section of Form TD1-WS.

**10. Canada caregiver amount for dependant(s) age 18 or older** – If, at any time in the year, you support an infirm dependant age 18 or older (other than the spouse or common-law partner or eligible dependant you claimed an amount for on line 9 or could have claimed an amount for if their net income were under \$17,499) whose net income for the year will be \$18,783 or less, enter \$7,999. You may enter a partial amount if their net income for the year will be between \$18,783 and \$26,782. To calculate a partial amount, fill out the line 10 section of Form TD1-WS. This worksheet may also be used to calculate your part of the amount if you are sharing it with another caregiver who supports the same dependant. You may claim this amount for more than one infirm dependant age 18 or older.

**11. Amounts transferred from your spouse or common-law partner** – If your spouse or common-law partner will not use all of their age amount, pension income amount, tuition amount, or disability amount on their income tax and benefit return, enter the unused amount.

**12. Amounts transferred from a dependant** – If your dependant will not use all of their disability amount on their income tax and benefit return, enter the unused amount. If your or your spouse's or common-law partner's dependent child or grandchild will not use all of their tuition amount on their income tax and benefit return, enter the unused amount.

**13. TOTAL CLAIM AMOUNT** – Add lines 1 to 12.

Your employer or payer will use this amount to determine the amount of your tax deductions.

*15,000*

**Filling out Form TD1**

Fill out this form **only** if any of the following apply:

- you have a new employer or payer, and you will receive salary, wages, commissions, pensions, employment insurance benefits, or any other remuneration
- you want to change the amounts you previously claimed (for example, the number of your eligible dependants has changed)
- you want to claim the deduction for living in a prescribed zone
- you want to increase the amount of tax deducted at source

Sign and date it, and give it to your employer or payer.

**More than one employer or payer at the same time**

If you have more than one employer or payer at the same time and you have already claimed personal tax credit amounts on another Form TD1 for 2023, you **cannot** claim them again. If your total income from all sources will be more than the personal tax credits you claimed on another Form TD1, check this box, enter "0" on Line 13 and do not fill in Lines 2 to 12.

**Total income is less than the total claim amount**

Tick this box if your total income for the year from **all** employers and payers will be **less** than your total claim amount on line 13. Your employer or payer will not deduct tax from your earnings.

**For non-resident only (Tick the box that applies to you.)**

As a non-resident, will 90% or more of your world income be included in determining your taxable income earned in Canada in 2023?

Yes (Fill out the previous page.)

No (Enter "0" on line 13, and do not fill in lines 2 to 12 as you are not entitled to the personal tax credits.)

Call the international tax and non-resident enquiries line at **1-800-959-8281** if you are unsure of your residency status.

**Provincial or territorial personal tax credits return**

You also have to fill out a provincial or territorial TD1 form if your claim amount on line 13 is more than \$15,000. Use the Form TD1 for your province or territory of **employment** if you are an employee. Use the Form TD1 for your province or territory of **residence** if you are a pensioner. Your employer or payer will use both this federal form and your most recent provincial or territorial Form TD1 to determine the amount of your tax deductions.

Your employer or payer will deduct provincial or territorial taxes after allowing the provincial or territorial basic personal amount if you are claiming the basic personal amount **only**.

**Note:** You may be able to claim the child amount on Form TD1SK, 2023 Saskatchewan Personal Tax Credits Return if you are a Saskatchewan resident supporting children under 18 at any time during 2023. Therefore, you may want to fill out Form TD1SK even if you are **only** claiming the basic personal amount on this form.

**Deduction for living in a prescribed zone**

You may claim any of the following amounts if you live in the Northwest Territories, Nunavut, Yukon, or another prescribed **northern** zone for more than six months in a row beginning or ending in 2023:

- \$11.00 for each day that you live in the prescribed northern zone
- \$22.00 for each day that you live in the prescribed northern zone if, during that time, you live in a dwelling that you maintain, and you are the only person living in that dwelling who is claiming this deduction

Employees living in a prescribed **intermediate** zone may claim 50% of the total of the above amounts.

For more information, go to [canada.ca/taxes-northern-residents](https://canada.ca/taxes-northern-residents).

\$

**Additional tax to be deducted**

You may want to have more tax deducted from each payment if you receive other income such as non-employment income from CPP or QPP benefits, or old age security pension. You may have less tax to pay when you file your income tax and benefit return by doing this. Enter the additional tax amount you want deducted from each payment to choose this option. You may fill out a new Form TD1 to change this deduction later.

\$

**Reduction in tax deductions**

You may ask to have less tax deducted at source if you are eligible for deductions or non-refundable tax credits that are not listed on this form (for example, periodic contributions to a registered retirement savings plan (RRSP), child care or employment expenses, charitable donations, and tuition and education amounts carried forward from the previous year). To make this request, fill out Form T1213, Request to Reduce Tax Deductions at Source, to get a letter of authority from your tax services office. Give the letter of authority to your employer or payer. You do not need a letter of authority if your employer deducts RRSP contributions from your salary.

**Forms and publications**

To get our forms and publications, go to [canada.ca/cra-forms-publications](https://canada.ca/cra-forms-publications) or call 1-800-959-5525.

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties, or other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at [canada.ca/cra-info-source](https://canada.ca/cra-info-source).

**Certification**

I certify that the information given on this form is correct and complete.

Signature

Dakota Crosthwaite

It is a serious offence to make a false return.

Date

2023-1-6

## Determination of Exemption of an Indian's Employment Income

To make sure correct information is entered, we suggest that this form be filled out by the employer, in the presence of the employee.

As an employer, you can use this form to help determine if an employee's employment income is exempt from income tax. The term "employee" on this form refers only to an employee who is an Indian as defined in the Indian Act.

Read the instructions on the next page for more information on how to fill out this form.

**Employee identification**

Last name (please print)	Usual first name and initials	Social insurance number
Residential address including postal code		
Is the employee's residence located on a reserve? Yes <input type="checkbox"/> No <input type="checkbox"/>		

**Indian status**

Is the employee an Indian as defined in the Indian Act? Yes  No

If yes, was the employee an Indian as defined in the Indian Act:

prior to 2011?

because of Bill C-3 (also known as the Gender Equity in Indian Registration Act)? Only income earned on or after January 31, 2011, may be exempt from tax.

because of the creation of the Qalipu Mi'kmaq First Nation Band? Only income earned on or after September 22, 2011, may be exempt from tax.

**Type of exemption \*1**

The employee performs employment duties:

1. entirely on a reserve       2. entirely off a reserve       3. partially on and partially off a reserve

If you chose 3, indicate the percentage of the employment duties the employee performs on a reserve: \_\_\_\_\_ %

All of the employee's employment income is exempt from income tax if any one of the following situations applies. Check the appropriate box.

the employee performs at least 90% \*2 of the employment duties on a reserve (guideline 1);

the employee and the employer reside on a reserve (guideline 2);

the employee performs more than 50% of the employment duties on a reserve, and the employee or the employer resides on a reserve (guideline 3); or

the employee's employment duties are connected to the employer's non-commercial activities carried on exclusively for the benefit of Indians who, for the most part, reside on reserves and the employer resides on a reserve; and the employer is:

- an Indian band that has a reserve or a tribal council representing one or more Indian bands that have reserves; or
- an Indian organization controlled by one or more such bands or tribal councils and is dedicated exclusively to the social, cultural, educational, or economic development of Indians who, for the most part, reside on reserves (guideline 4).

\*1 The type of exemption is based on the Indian Act Exemption for Employment Income Guidelines. For a full description of the Guidelines including examples of exempt income and term definitions, go to [canada.ca/en/revenue-agency/services/aboriginal-peoples/indian-act-exemption-employment-income-guidelines](http://canada.ca/en/revenue-agency/services/aboriginal-peoples/indian-act-exemption-employment-income-guidelines).

\*2 Proration rule may apply: When less than 90% of the duties of an employment are performed on a reserve and the employment income is not exempted by another guideline, the exemption is to be prorated. The exemption will apply to the portion of the income related to the duties performed on the reserve.

**Employee certification**

I certify that the information given on this form is correct and complete.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the Privacy Act, individuals have the right to access their personal information, request correction, or file a complaint to the Privacy Commissioner of Canada regarding the handling of the individual's personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at [canada.ca/cra-info-source](http://canada.ca/cra-info-source).



## Instructions

- The employment income from a particular employment will not be exempt from income tax where one of the main reasons for that employment relationship is to establish a connecting factor to a reserve. A connecting factor is a fact which connects income to a reserve. For example, the fact that the employer is resident on a reserve is a connecting factor.
- If the employee's circumstances change, the employee will be required to fill out a new form.
- Keep a completed form on file for each employee. We may ask to review the form to verify that the income earned qualifies to be exempt from income tax based on the circumstances of the employment.
- For information on the requirements to deduct Canada Pension Plan contributions and employment insurance premiums, and for instructions on reporting requirements, see Guide T4001, Employers' Guide – Payroll Deductions and Remittances, and Guide RC4120, Employers' Guide – Filing the T4 Slip and Summary.

## Employment-related income

Employment insurance benefits, retiring allowances, Canada Pension Plan benefits, Quebec Pension Plan benefits, registered pension plan benefits, and wage-loss replacement plan benefits will be exempt from income tax when they are received as a result of employment income that was exempt from tax. If a portion of the employment income was exempt, a similar portion of these amounts will be exempt.



# RESULTS FOR POLICE RECORD CHECK

- CRIMINAL RECORD CHECK
- CRIMINAL RECORD AND JUDICIAL MATTERS CHECK
- VULNERABLE SECTOR CHECK

NAME: CROSTHWAITE, Dakota Emery

DATE OF REQUEST: (yyyy/mm/dd) 2022/12/12

ADDRESS: 5 - 450 Shirley Street North  
Timmins, ON P4R 1M5

DATE OF BIRTH: (yyyy/mm/dd) 2003/02/13

REQUESTING AGENCY: Nan Legal

**NOTE: The Youth Criminal Justice Act (YCJA) restricts individuals from sharing records made under that Act. Findings of guilt and other dispositions under the YCJA may not be reported on this response.**

### RESULTS FOR RCMP NATIONAL REPOSITORY CRIMINAL RECORD CHECK

<input checked="" type="checkbox"/>	<b>NEGATIVE</b> (Not confirmed by prints)	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records did NOT identify any records with the name(s) and date of birth of the applicant. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by FINGERPRINT comparison. Delays do exist between a conviction being rendered in court, and the details accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
<input type="checkbox"/>	<b>NEGATIVE</b> (Confirmed by prints)	Based on the fingerprints, name(s), and date of birth submitted by the applicant, this message certifies that a search of the RCMP National Repository of Criminal Records did not identify any records associated with the applicant that may be disclosed in accordance with federal laws. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
<input type="checkbox"/>	<b>CRIMINAL RECORD</b> (Not confirmed by prints)	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records has resulted in a possible match to a registered criminal record. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by fingerprint comparison. As such, the criminal record information declared by the applicant does not constitute a Certified Criminal Record by the RCMP. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. This document may not contain all criminal record convictions associated with the applicant. (SEE ATTACHED POLICE RECORD CHECK SUPPLEMENTARY INFORMATION FORM FOR DETAILS)
<input type="checkbox"/>	<b>CRIMINAL RECORD</b> (Confirmed by prints)	Based on the fingerprints, name(s), and the date of birth submitted by the applicant, this message certifies that a search of the RCMP National Repository of Criminal Records identified that the fingerprints submitted by the applicant were certified as identical to fingerprints registered under a criminal FPS Number. Delays do exist between a conviction being rendered in court, and the details accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records. This document may not contain all criminal records associated with the applicant. (SEE ATTACHED POLICE RECORD CHECK SUPPLEMENTARY INFORMATION FORM FOR DETAILS)
<input type="checkbox"/>	<b>INCOMPLETE</b>	Based solely on the name(s) and the date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records could NOT be completed. Positive identification that a criminal record does or does not exist requires the applicant to SUBMIT FINGERPRINTS to the RCMP National Repository of Criminal Records; which has NOT been done. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

### RESULTS OF INVESTIGATIVE DATABANK AND LOCAL INDICES SEARCH – for Criminal Record and Judicial Matters Check or Vulnerable Sector Check ONLY

<input checked="" type="checkbox"/>	<b>NEGATIVE</b> – No information was revealed that can be disclosed in accordance with federal laws and RCMP policies
<input type="checkbox"/>	<b>POSITIVE</b> – (See attached Police Record Check Supplementary Information Form for details)
<input type="checkbox"/>	<b>CRIMINAL RECORD AND JUDICIAL MATTERS CHECK OR VULNERABLE SECTOR CHECK NOT REQUESTED</b>

### RESULTS OF VULNERABLE SECTOR CHECK ONLY

<input checked="" type="checkbox"/>	A search of sex offenders who were granted a record suspension (pardon) was conducted. No information to release.
<input type="checkbox"/>	A search of sex offenders who were granted a record suspension (pardon) was conducted. Information authorized for release. See attached documentation
<input type="checkbox"/>	A search of sex offenders who were granted a record suspension was not conducted

Date of Search: 2022/12/20 yyyy/ mm / dd	Clerk #: 217	Page 1 of 1
---	--------------	-------------

\*\*\*NOT VALID UNLESS EMBOSSED BY TIMMINS POLICE SERVICE\*\*\*





## Customer Account Information For Payroll, Direct Deposit or Pre-Authorized Payment

### 1. Instructions

This form provides account information in place of a voided cheque and is used when arranging payroll, other direct deposits (e.g. CPP/QPP, disability payments, dividends, government deposits) or pre-authorized payments.

1. This form should be submitted by the CIBC customer to the employer or the company initiating the payroll, direct deposit or pre-authorized payment along with their respective application.
2. Upon receipt of this form, the employer or company should use this information to update their records and initiate a change to the CIBC customer's banking information on file.

### 2. Customer Information

Name

DAKOTA CROSTHWAITE

Address

5-450 SHIRLEY ST N

City

TIMMINS

Province/Territory

ON

Postal Code

P4R 1M5

### 3. Banking Information

Address

236 THIRD AVE., P.O. BOX 350

City

TIMMINS

Province/Territory

ON

Postal Code

P4N 7E2

Institution Number

010

Transit Number

00492

Account Number

6962130

January 4, 2023

Date (Month day, year)

X

*Dakota.c*

Customer Signature (sign within box)



# RESULTS FOR POLICE RECORD CHECK

- CRIMINAL RECORD CHECK
- CRIMINAL RECORD AND JUDICIAL MATTERS CHECK
- VULNERABLE SECTOR CHECK

NAME: CROSTHWAITE, Dakota Emery

DATE OF REQUEST: (yyyy/mm/dd) 2022/12/12

ADDRESS: 5 - 450 Shirley Street North  
Timmins, ON P4R 1M5

DATE OF BIRTH: (yyyy/mm/dd) 2003/02/13

REQUESTING AGENCY: Nan Legal

**NOTE: The Youth Criminal Justice Act (YCJA) restricts individuals from sharing records made under that Act. Findings of guilt and other dispositions under the YCJA may not be reported on this response.**

### RESULTS FOR RCMP NATIONAL REPOSITORY CRIMINAL RECORD CHECK

<input checked="" type="checkbox"/>	<b>NEGATIVE</b> (Not confirmed by prints)	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records did NOT identify any records with the name(s) and date of birth of the applicant. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by FINGERPRINT comparison. Delays do exist between a conviction being rendered in court, and the details accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
<input type="checkbox"/>	<b>NEGATIVE</b> (Confirmed by prints)	Based on the fingerprints, name(s), and date of birth submitted by the applicant, this message certifies that a search of the RCMP National Repository of Criminal Records did not identify any records associated with the applicant that may be disclosed in accordance with federal laws. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
<input type="checkbox"/>	<b>CRIMINAL RECORD</b> (Not confirmed by prints)	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records has resulted in a possible match to a registered criminal record. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by fingerprint comparison. As such, the criminal record information declared by the applicant does not constitute a Certified Criminal Record by the RCMP. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. This document may not contain all criminal record convictions associated with the applicant. (SEE ATTACHED POLICE RECORD CHECK SUPPLEMENTARY INFORMATION FORM FOR DETAILS)
<input type="checkbox"/>	<b>CRIMINAL RECORD</b> (Confirmed by prints)	Based on the fingerprints, name(s), and the date of birth submitted by the applicant, this message certifies that a search of the RCMP National Repository of Criminal Records identified that the fingerprints submitted by the applicant were certified as identical to fingerprints registered under a criminal FPS Number. Delays do exist between a conviction being rendered in court, and the details accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records. This document may not contain all criminal records associated with the applicant. (SEE ATTACHED POLICE RECORD CHECK SUPPLEMENTARY INFORMATION FORM FOR DETAILS)
<input type="checkbox"/>	<b>INCOMPLETE</b>	Based solely on the name(s) and the date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records could NOT be completed. Positive identification that a criminal record does or does not exist requires the applicant to SUBMIT FINGERPRINTS to the RCMP National Repository of Criminal Records; which has NOT been done. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

### RESULTS OF INVESTIGATIVE DATABANK AND LOCAL INDICES SEARCH – for Criminal Record and Judicial Matters Check or Vulnerable Sector Check ONLY

<input checked="" type="checkbox"/>	<b>NEGATIVE</b> – No information was revealed that can be disclosed in accordance with federal laws and RCMP policies
<input type="checkbox"/>	<b>POSITIVE</b> – (See attached Police Record Check Supplementary Information Form for details)
<input type="checkbox"/>	<b>CRIMINAL RECORD AND JUDICIAL MATTERS CHECK OR VULNERABLE SECTOR CHECK NOT REQUESTED</b>

### RESULTS OF VULNERABLE SECTOR CHECK ONLY

<input checked="" type="checkbox"/>	A search of sex offenders who were granted a record suspension (pardon) was conducted. No information to release.
<input type="checkbox"/>	A search of sex offenders who were granted a record suspension (pardon) was conducted. Information authorized for release. See attached documentation
<input type="checkbox"/>	A search of sex offenders who were granted a record suspension was not conducted

Date of Search: 2022/12/20 yyyy/ mm / dd	Clerk #: 217	Page 1 of 1
---	--------------	-------------

\*\*\*NOT VALID UNLESS EMBOSSED BY TIMMINS POLICE SERVICE\*\*\*



# Nishnawbe-Aski Legal Services Corporation

ᐱᐢᐱᐢᐱᐢᐱᐢ ᐱᐢᐱᐢᐱᐢ ᐱᐢᐱᐢᐱᐢ ᐱᐢᐱᐢᐱᐢ ᐱᐢᐱᐢᐱᐢ  
L "rCLr"Δ²

December 9, 2022

Dakota Crosthwaite  
Dk\_emory@icloud.com  
Timmins, ON  
P4R 1M5

## Re: Employment Agreement – Bail Bed Worker – Part-Time – Timmins


Dear Dakota:

On behalf of Nishnawbe-Aski Legal Services Corporation ("NALSC"), I am pleased to offer you employment as a **Part-Time Bail Bed Worker** in accordance with the terms and conditions described in the attached employment agreement ("the Agreement").

Please carefully read and consider the terms and conditions in the Agreement and confirm your understanding of, and agreement with, them by signing and returning the countersigned copy to me. Please retain the second copy of the Agreement your records. When countersigned by you, the Agreement shall constitute a binding employment agreement between you and NALSC.

Dakota, we warmly welcome you to NALSC. We look forward to working with you and look forward to a mutually successful future together!

Yours truly,

  
Colette Shwetz  
HR Manager

### Mailing Address:

1805 Arthur St E  
Thunder Bay, Ontario  
P7E 2R6

Tel: (807) 622-1413  
Fax: (807) 622-3024

Email:  
info@nanlegal.on.ca

Website:  
Http://www.nanlegal.on.ca



### Head Office:

138B Mission Rd, Fort  
William First Nation, ON  
P7J 1K7

# EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
hereinafter called "NALSC"

- and -

**Dakota Crosthwaite**

**(Term Contract as stated below)**

## 1. Employment

You will hold the position of **Part-Time Bail Bed Worker**, operating out of Timmins, and will report to the program manager. A brief job description for this position, which may be amended by the Company from time to time, is enclosed hereto as Appendix "A". Your title, duties and responsibilities may be changed at the discretion of the Company, consistent with your role, and shall not constitute a constructive dismissal.

For the period that you are employed, the expectation is that you shall devote the whole of your working time, attention, and ability to the business of NALSC and you shall truly and faithfully serve NALSC and shall use your best efforts to promote the interests of NALSC. To that end, you shall not engage in any activities which would result in your interests coming into conflict with the interests of NALSC.

## 2. Term

You will commence employment on **January 5, 2023**. Your employment term will end **March 31, 2023**, subject to the termination provisions contained herein. This position is based on the annual approved funding for the **Bail Bed Program**.

## 3. Probationary Period

Your employment shall be subject to a three (3) month probationary period, during which time NALSC will determine your suitability. NALSC reserves the right to terminate this Agreement at any time during the probationary period for any reason so long as you are provided with minimum notice of such termination, or pay in lieu of notice, if any, in accordance with the Ontario *Employment Standards Act, 2000* (the "ESA"). This probationary period in no way acts as a guarantee of employment for this three-month period.

## 4. Compensation and Benefits

You will receive the following compensation and benefits:

- (a) **Salary**. You will be paid **\$24.17 hourly**. Our payroll is administered biweekly.

## **5. Vacation**

Vacation shall be paid to you each pay period as per the minimum amount required by the ESA (Employment Standards Act).

You are entitled to vacation time as per ESA. All vacation time must be pre-approved and will be scheduled at mutually convenient times recognizing that, in a small office such as ours, we must always be conscious of having coverage.

## **6. Hours of Work**

This is a Part-Time shift work position, Monday to Friday, and/or weekend shifts depending on your schedule. Weekend availability is required for Part-Time positions. The Monday to Friday shifts consists of 8 am – 4 pm, 4pm – 12am, 12 am – 8 am with a one (1) hour unpaid lunch break. The weekend shifts are 7 am – 7 pm, and 7 pm – 7 am with one (1) hour unpaid lunch break and one paid thirty (30) minute supper break. Your schedule will be determined in consultation with the program manager. Shift hours are subject to change.

You may be asked to work on-call hours, for which you will be compensated accordingly.

If you are required or work, or request to work, more hours than provided for in this Agreement you must first obtain the written direction or written approval of your program manager within 24 hours of working such hours. Also, as agreed upon during your interview, **you are required to provide a copy of your criminal records check for this position.** This will be required as soon as possible and before the end of your probationary period. Should you fail to provide this document, your probationary period may be extended, or your employment may be suspended or terminated.

## **7. Personnel Policies, Procedures and Rules**

You will be bound by any personnel policies, procedures and rules established by NALSC. By signing this Agreement, the Employee confirms that you have been provided with, has read, and agrees to abide by all policies, procedures and rules established by NALSC.

## **8. Termination**

While it is difficult to discuss the conclusion of a relationship at the outset, we believe it is helpful to address these issues so that both parties have clarity moving forward.

(a) **Just Cause.** If you engage in any act or omission which constitutes just cause at law, this Agreement will terminate immediately, and you shall receive no payments other than accrued wages and vacation entitlements to the date of termination.

(b) **Without Cause.** In the absence of just cause, NALSC may terminate this Agreement for any reason and at any other time upon providing you with your entitlements pursuant to the ESA. This notice or pay in lieu of notice shall be calculated based on your base salary only and shall be in full satisfaction of any

obligations owing to you by NALSC, statutory, common law or otherwise.

**(c) By the Employee.** If you elect to terminate this Agreement, you shall provide NALSC with four weeks' written notice. This notice may be waived by NALSC at its sole discretion, without any further payment or obligation to you.

## **9. Confidentiality**

During the term of this Agreement, you will have access to information that NALSC considers to be confidential. Such confidential information includes, but is not limited to, any information concerning clients, billing rates, employees, methods of procurement, financial, purchasing, marketing, logistical and or sales strategies and techniques of NALSC and other secret information and that such information constitutes valuable, special, and unique property of NALSC.

Accordingly, you agree that you will not, at any time, (either during employment or at any time thereafter) directly or indirectly, disclose to or for the benefit of any person, firm, corporation, association, business entity or agency, governmental or private, of any nature whatsoever and whosoever situate, any confidential information of NALSC, except in connection with the performance of your duties on behalf of NALSC or as publicly available other than as a consequence of the breach by you of your confidentiality obligations hereunder.

## **10. Return of Company Property and Documents**

At the conclusion of employment, or earlier if requested by NALSC, you shall promptly surrender to NALSC, without retaining copies, all tangible items which are or contain confidential information pertaining to NALSC. You shall also return all electronic devices, files, memory keys, correspondence, memoranda, documents, training materials, manuals, computer software, hardware, and printouts, working papers, client lists, telephone/address books, business cards, appointment books, calendars and other tangible items which NALSC gave to you, or which you created in whole or in part within the scope of your employment, even if these items do not contain confidential information.

## **11. Authorization**

By signing this letter, you authorize NALSC to deduct from any outstanding payment, including wages, owed to you by NALSC at any time, any monies which you owe to NALSC.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous agreements, discussions and understandings. There are no representations, warranties, forms, conditions, undertakings, or collateral agreements, express, implied, or statutory between the parties other than as expressly set forth in this Agreement. No waiver, modification, or termination of any term of this Agreement shall be effective unless in writing and signed by all parties.



### **13. Severability**

The provisions, paragraphs and sub-paragraphs of this Agreement are and shall be deemed to be severable from one another. If any one or more of the provisions, paragraphs or sub-paragraphs contained herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, paragraphs and subparagraphs contained herein shall not in any way be affected or impaired.

### **14. Headings**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

### **15. Governing Law**

This Agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

### **16. Assignment**

Except as otherwise provided herein, no assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of all other parties hereto. Notwithstanding the foregoing, NALSC may, upon two (2) days written notice to you, assign its rights, together with its obligations hereunder, to any associate or affiliate of NALSC.

### **17. Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

### **18. Independent Legal Advice**

You acknowledge that you have had ample opportunity to obtain independent legal advice in connection with the negotiation and ultimate execution of this Agreement. If you did not obtain independent legal advice, it is because you understood this Agreement, and did not feel that you needed legal advice. You therefore confirm that you are executing this Agreement freely, voluntarily and without duress.

**19. Copy of the Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by NALSC.

**Dakota**, I extend a very warm welcome to you. I hope you find your employment with the organization challenging and rewarding and look forward to a mutually successful future together.

Yours truly,



Colette Shwetz  
HR Manager

I hereby accept the position I have been offered and agree to abide to all the terms and conditions outlined in the letter of employment.

Dakota. C

Employee Signature

12/12/2022

Date