



INTER-OFFICE MEMORANDUM

To: Stella Kiokee Koostachin

Cc: Evelyn Baxter; Suzanne Withenshaw

From: Mary Jean Robinson

Date: October 31, 2005

Subject: Employment Contract

As per our telephone conversation enclosed please find contract covering the period from November 1, 2005 to March 31, 2006.

This contract includes a salary increase and a right of first refusal should the position become available on a permanent basis.

Please date, sign and return 3 copies by mail.

Nishnawbe-Aski Legal Services
Corporation

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29 March 2006

Hand Delivered

Stella Kiokee-Koostachin
Attawapiskat, ON

Dear Ms. Kiokee-Koostachin

Mailing Address:

86 S. Cumberland Street
Thunder Bay, Ontario
P7B 2V3

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

E-mail: info@nanlegal.on.ca
Website:
Http://www.nanlegal.on.ca

Re: Community Legal Worker

We are pleased to offer you the full time position as
Community Legal Worker for the communities of
Attawapiskat, Fort Albany, Kashechewan and Peawanuk.

Your employment shall commence on April 1, 2005 at a
salary of \$35,000.00 per year. As a status Indian,
this income is currently tax exempt. You will work
out of the Attawapiskat office.

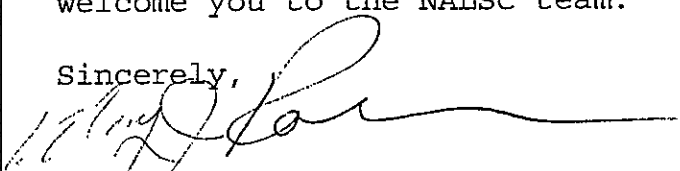
Mary Jean Robinson, LAO Area Director is your direct
supervision and Heather Baillie, Legal Aid Co-
ordinator will supervise your day to day activities.

Please meet with Suzanne Withenshaw, Financial Manager
who will get you set up for payroll and benefits.

The overall conditions of your employment are governed
by the Policies of NALSC and applicable legislation as
they are amended from time to time.

We look forward to continue working with you and
welcome you to the NALSC team.

Sincerely,


MARY JEAN ROBINSON
Area Director - Legal Aid Ontario

c.c. Personnel File



Head Office:

Mattagamis First Nation
75 Helen Street
P.O. Box 99
Via Gogama, Ontario
P0M 1W0

EMPLOYMENT CONTRACT

This agreement made in triplicate this 25th day of October 2005 .

RECEIVED
NOV - 8 2005

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
(hereinafter referred to as "NALSC")

OF THE FIRST PART

-and-

STELLA KIOKEE-KOOSTACHIN
(hereinafter referred to as the "Community Legal Worker")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby employs Stella Kiokee-Koostachin to fill the position of Community Legal Worker. The following shall be the terms and conditions of employment:

1. TERMS OF REFERENCE

- 1.1 The Community Legal Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Community Legal Worker will report to and be responsible to the Area Director.
- 1.3 **Hours of Work/Accessibility**
The Community Legal Worker will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
- 1.4 The Community Legal Worker agrees to comply with all lawful instructions given by the Executive Director.
- 1.5 The Community Legal Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual) and as administered by the Executive Director or her designate.
- 1.6 The Community Legal Worker is deemed to be a contract employee for the purposes and application of the NALSC policies except as otherwise agreed to in this agreement.

- 1.7 The Community Legal Worker shall generally carry out the duties and responsibilities of employment at Attawapiskat ON with regular travel to Fort Albany, Kashechewan and Peawanuk. Travel to other NAN First Nations and communities throughout Ontario may be required as part of the duties of employment at the request of NALSC.

2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of 5 months starting on November 1, 2005 , and ending on March 31 , 2006 . The Community Legal Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Community Legal Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 The Corporation further agrees to provide the Community Legal Worker by March 15, 2005 notice of either its intention to renew the Agreement following the contemplated expiry hereof, on such terms as may be agreed upon, or of its intention not to renew the Agreement following the scheduled expiry hereof.
- 2.3 In the event this position becomes available on a permanent basis, the Community Legal Worker shall have the right of first refusal with respect to the filling of this position.
- 2.4 The Community Legal Worker's performance shall be reviewed by the Executive Director, Area Director and Legal Aid Co-ordinator. The Community Legal Worker will receive an oral and written evaluation identifying strengths and areas for improvement.

3. FINANCIAL ARRANGEMENTS

- 3.1 **Contract Amount**
The Community Legal Worker shall be paid at a fixed annual salary of \$35,000.00 and such shall be paid \$1,346.15 bi-weekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 **Benefits**
a) Nishnawbc-Aski Legal Services Corporation will not provide benefits.
- 3.3 **Vacation**
Mandatory 4% vacation pay shall be added to the biweekly payroll.
- 3.4 **Travel Expenses**
The Community Legal Worker will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by the Area Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required over \$10.00)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with 2 weeks notice or by the payment to the Community Legal Worker of 2 weeks pay.

5. CONFIDENTIALITY

- 5.1 The Community Legal Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Community Legal Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

6. CONFLICT OF INTEREST

- 6.1 The Community Legal Worker agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

7. ASSIGNMENT OF RIGHTS

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
The rights of the Community Legal Worker under this Agreement are not assignable or transferable in any manner whatsoever.

8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

9. WAIVER

- 9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Community Legal Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Community Legal Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

11. MODIFICATION OF AGREEMENT

- 11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

13. HEADINGS

- 13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

14. NOTICES

- 14.1 a) Any notice required or permitted to be given to the Community Legal Worker shall be sufficiently given if delivered to the Community Legal Worker personally or if mailed by registered mail to the Community Legal Worker's address last known to NALSC.
- b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Community Legal Worker.

c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

15. INDEPENDENT LEGAL ADVICE

15.1 The Community Legal Worker acknowledges that she has read and understands this Agreement, and acknowledges that she has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Party of the First Part has duly executed this Agreement this 10th day of ~~October~~ 2005, in the City of Thunder Bay, in the Province of Ontario.

November

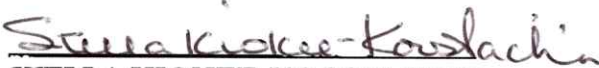
NISHNAWBE- ASKI LEGAL SERVICES CORP

Per: 
Evelyn Baxter, Executive Director

I have authority to bind the corporation.

IN WITNESS WHEREOF the party of the Second Part has duly executed this agreement this 31st day of October, 2005, in the Community of Attawapiskat, in the Province of Ontario.


WITNESS


STELLA KIOKKE-KOOSTACHIN

RECEIVED
AUG 09 2005**EMPLOYMENT CONTRACT**

This agreement made in triplicate this 31st day of July 2005 .

BETWEEN:

NISHNAWBE ASKI LEGAL SERVICES CORPORATION
(hereinafter referred to as "NALSC")

OF THE FIRST PART

-and-

STELLA KIOKEE-KOOSTACHIN

(hereinafter referred to as the "Community Legal Worker")

OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs Stella Kiokee-Koostachin to fill the position of Community Legal Worker . The following shall be the terms and conditions of employment:

- 1. TERMS OF REFERENCE**
- 1.1 The Community Legal Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Community Legal Worker will report to and be responsible to the Area Director.
- 1.3 **Hours of Work/Accessibility**
The Community Legal Worker will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
- 1.4 The Community Legal Workers agrees to comply with all lawful instructions given by the Area Director.
- 1.5 The Community Legal Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual) and as administered by the Executive Director or her designate.
- 1.6 The Community Legal Worker is deemed to be a contract employee for the purposes and application of the NALSC policies, and except as otherwise agreed to in this agreement.

- 1.7 The Community Legal Worker shall generally carry out the duties and responsibilities of employment at Attawapiskat, ON with regular travel to Fort Albany, Kashechewan and Peawanuk. Travel to other NAN First Nations and communities throughout Ontario may be required as part of the duties of employment at the request of NALSC.

2. **CONTRACT TERM**

- 2.1 This Agreement shall be for a period of 4 months commencing August 1, 2005 and ending on October 31, 2005. The Community Legal Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Community Legal Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.

- 2.2 The Corporation further agrees to provide the Community Legal Worker by October 15, 2005, notice of either its intention to renew the Agreement following the contemplated expiry hereof, on such terms as may be agreed upon, or of its intention not to renew the Agreement following the scheduled expiry hereof.

- 2.3 The Community Legal Worker's performance shall be reviewed by the Area Director and Legal Aid Coordinator.

2.4 **3. FINANCIAL ARRANGEMENTS**

3.1 **Contract Amount**

The Community Legal Worker shall be paid at a fixed salary of \$1,273.08 biweekly, and such shall be paid bi-weekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.

3.2 **Benefits**

- a) Nishnawbe Aski Legal Services Corporation will not provide benefits.

3.3 **Vacation**

Mandatory 4% vacation pay shall be added to the biweekly payroll.

3.4 **Travel Expenses**

The Community Legal Worker will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by the Area Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required over \$10.00)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with 2 weeks notice or by the payment to the Community Legal Worker of two weeks pay.

5. CONFIDENTIALITY

- 5.1 The Community Legal Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Community Legal Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

6. CONFLICT OF INTEREST

- 6.1 The Community Legal Worker agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

7. ASSIGNMENT OF RIGHTS

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
The rights of the Community Legal Worker under this Agreement are not assignable or transferable in any manner whatsoever.

8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

9. WAIVER

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Community Legal Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Community Legal Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

11. MODIFICATION OF AGREEMENT

11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

13. HEADINGS

13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

14. NOTICES

14.1 a) Any notice required or permitted to be given to the Community Legal Worker shall be sufficiently given if delivered to the Community Legal Worker personally or if mailed by registered mail to the Community Legal Worker's address last known to NALSC.

b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Community Legal Worker.

c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

15. INDEPENDENT LEGAL ADVICE

15.1 The Community Legal Worker acknowledges that she has read and understands this Agreement, and acknowledges that she has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Party of the First Part has duly executed this Agreement this 2nd day of August 2005, in the City of Thunder Bay, in the Province of Ontario.

NISHNAWBE-ASKI LEGAL SERVICES CORP

Per: 

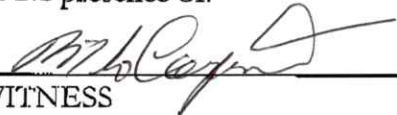
Evelyn Baxter, Executive Director

I have the authority to bind the corporation

IN WITNESS WHEREOF the Party of the Second Part has duly executed this agreement this 3rd day of August, 2005, in the Community of Attawapiskat, in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:


WITNESS


STELLA KIOKKE-KOOSTACHIN

**FINAL
Job Offer Attachment**

Pay and Benefit Outline For:

STELLA KIOKEE-KOOSTACHIN

Temporary Full Time Community Legal Worker

PAY

Your bi-weekly rate of pay will be \$1,773.08
(plus 4% mandatory vacation pay which will be paid out at the end of your contract).
The effective date will be..... October 8, 2004.
Your pay period will be bi-weekly.
You will receive your first pay on October 21, 2004.
Your last day of employment will be on..... December 31, 2004.

JOB CATEGORY

Your category of employment is..... Temporary Full-Time.
Your hours of work per week will be 35 hours.

TERMS & CONDITIONS

As set out in the NALSC Personnel Policies and Procedures Manual.

Contract may be extended on a month-to-month basis after December 31, 2004 or terminate prior to December 31, 2004 on two-weeks notice.

I, Stella Kiokee-Koostachin, accept this offer of employment dated this 6th
day of October, 2004 at Thunder Bay, Ontario.

Stella K. Koostachin
Signature

Betty Hocking
Witness

EMPLOYMENT CONTRACT

This agreement made in triplicate this day of April 2005 .

BETWEEN:

NISHNAWBE ASKI LEGAL SERVICES CORPORATION
(hereinafter referred to as "NALSC")

OF THE FIRST PART

-and-

STELLA KIOKEE-KOOSTACHIN
(hereinafter referred to as the "Community Legal Worker")

OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs Stella Kiokee-Koostachin to fill the position of Community Legal Worker . The following shall be the terms and conditions of employment:

1. TERMS OF REFERENCE

- 1.1 The Community Legal Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Community Legal Worker will report to and be responsible to the Area Director.
- 1.2 Hours of Work/Accessibility
The Area Director will work five days per week during normal business hours (8:30 a.m. to 4:30 p.m.)(pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
- 1.3 The Community Legal Worker agrees to comply with all lawful instructions given by the Executive Director and/or the Area Director.
- 1.4 The Community Legal Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual) and as administered by the Executive Director or Area Director..
- 1.5 The Community Legal Worker is deemed to be a contract employee for the purposes and application of the NALSC policies, and except as otherwise agreed to in this agreement.

1.6 The Community Legal Worker shall generally carry out the duties and responsibilities of employment at Attawapiskat, ON. with regular travel to Fort Albany, Kashechewan and Peawanuk. Travel to other NAN First Nations and communities throughout Ontario may be required as part of the duties of employment at the request of NALSC.

2. CONTRACT TERM

2.1 This Agreement shall be for a period of 4 months commencing April 1, 2005, and ending on July 31, 2005. The Community Legal Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Community Legal Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.

2.2 The Corporation further agrees to provide the Community Legal Worker by July 15, 2005, notice of either its intention to renew the Agreement following the contemplated expiry hereof, on such terms as may be agreed upon, or of its intention not to renew the Agreement following the scheduled expiry hereof.

2.3 The Community Legal Worker's performance shall be reviewed by the Area Director and Executive Director. The Community Legal Worker will receive an oral and written evaluation identifying strengths and areas for improvement.

3. FINANCIAL ARRANGEMENTS

3.1 Contract Amount

The Community Legal Worker shall be paid at a fixed salary of \$1,273.08 biweekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.

3.2 Benefits

Nishnawbe Aski Legal Services Corporation will not provide benefits. and

3.3 Vacation

Mandatory 4% vacation pay shall be added to the biweekly payroll.

3.4 Travel Expenses

The Community Legal Worker will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by the Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
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- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the Community Legal Worker of two weeks pay.

5. CONFIDENTIALITY

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- 6.1 The Community Legal Worker agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

7. ASSIGNMENT OF RIGHTS

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The rights of the Community Legal Worker under this Agreement are not assignable or transferable in any manner whatsoever.

8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

9. WAIVER

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Community Legal Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Community Legal Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

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14. NOTICES

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 - b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Community Legal Worker.
 - c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

15. INDEPENDENT LEGAL ADVICE

15.1 The Community Legal Worker acknowledges that she has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Party of the Second Part has duly executed this Agreement this ____ th day of April 2005, in the Community of Attawapiskat in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

STELLA KIOKKE-KOOSTACHIN

IN WITNESS WHEREOF the Party of the First Part has duly executed this Agreement this _____ day of April, 2005 in the City of Thunder Bay, in the Province of Ontario.

**NISHNAWBE-ASKI LEGAL
SERVICES CORPORATION**

Per: _____
I have authority to bind the
corporation.

COPY

RECEIVED
MAY 9 2005

EMPLOYMENT CONTRACT

This agreement made in triplicate this ^{1st} day of April 2005 .

BETWEEN:

NISHNAWBE ASKI LEGAL SERVICES CORPORATION
(hereinafter referred to as "NALSC")

OF THE FIRST PART

-and-

STELLA KIOKEE-KOOSTACHIN
(hereinafter referred to as the "Community Legal Worker")

OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs Stella Kiokee-Koostachin to fill the position of Community Legal Worker . The following shall be the terms and conditions of employment:

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- 1.2 Hours of Work/Accessibility
The Area Director will work five days per week during normal business hours (8:30 a.m. to 4:30 p.m.)(pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
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2.3 The Community Legal Worker's performance shall be reviewed by the Area Director and Executive Director. The Community Legal Worker will receive an oral and written evaluation identifying strengths and areas for improvement.

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3.1 Contract Amount

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3.2 Benefits

Nishnawbe Aski Legal Services Corporation will not provide benefits. and

3.3 Vacation

Mandatory 4% vacation pay shall be added to the biweekly payroll.

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- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required over \$10.00)

- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the Community Legal Worker of two weeks pay.

5. CONFIDENTIALITY

- 5.1 The Community Legal Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Community Legal Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

6. CONFLICT OF INTEREST

- 6.1 The Community Legal Worker agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

7. ASSIGNMENT OF RIGHTS

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
The rights of the Community Legal Worker under this Agreement are not assignable or transferable in any manner whatsoever.

8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

9. WAIVER

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Community Legal Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Community Legal Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

11. MODIFICATION OF AGREEMENT

11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

13. HEADINGS

13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

14. NOTICES

14.1 a) Any notice required or permitted to be given to the Community Legal Worker shall be sufficiently given if delivered to the Community Legal Worker personally or if mailed by registered mail to the Community Legal Worker's address last known to NALSC.

b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Community Legal Worker.

c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

15. INDEPENDENT LEGAL ADVICE

15.1 The Community Legal Worker acknowledges that she has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Party of the Second Part has duly executed this Agreement this th day of April 2005, in the Community of Attawapiskat in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:

Niaht Jookats
WITNESS

Stella K. Koostachin
STELLA KIOKEE-KOOSTACHIN

IN WITNESS WHEREOF the Party of the First Part has duly executed this Agreement this 15th day of April, 2005 in the City of Thunder Bay, in the Province of Ontario.

**NISHNAWBE-ASKI LEGAL
SERVICES CORPORATION**

Per: E. Baxter
I have authority to bind the corporation.

EVELYN J. BAXTER

Suzanne

From: Jennifer McKenzie [jmckenzie@nanlegal.on.ca]
Sent: 08 October 2004 13:13
To: (NALSC) Zelda Watt; (NALSC) Suzanne Withenshaw; (NALSC) Sheba Fox; (NALSC) Nikki Louttit;
(NALSC) Madonna Hardy; (NALSC) Heather Baillie; (NALSC) Doreen Stone; (NALSC) Derek
Lyons; (NALSC) Celina Reitberger; (NALSC) Betty Achneepineskum; (LAO) Mary Jean Robinson;
(NALSC) Evelyn Baxter
Subject: Mushkegowuk CLW

For your information:

Stella Kiokee-Koostachin has been hired as temporary full time CLW for Mushkegowuk communities of Attawapiskat, Fort Albany and Kashechewan.. She started today, October 8 and her contract ends on December 31st which is subject to extension if James extends his sick leave. She will be working out of James' office. She will be here at our office for training with Heather on Tuesday, October 12 and then she will be attending Ogoki Court on the 13th and 14th.

Jennifer McKenzie

Executive Assistant

NISHNAWBE ASKI LEGAL SERVICES CORPORATION

Tel: 807-622-1413 ext. 7079
Direct (Local): 766-7079
Fax: 807-622-3024
Toll Free: 1-800-465-5581 ext. 7079
86 Cumberland Street South
Thunder Bay, ON P7B 2V3
Email: jmckenzie@nanlegal.on.ca

Suzanne

From: Mary Jean Robinson (NISHN AO) [robinsmj@lao.on.ca]
Sent: 21 December 2004 15:22
To: Evelyn J. Baxter (E-mail)
Cc: Suzanne Withenshaw (NISHN AO); Heather Baillie (NISHN AO)
Subject: Stella Kioke Koostachin

I spoke with Stella today and extended her contact to March 31, 2005. An agreement to extend to March 31, 2005, all other terms and conditions to remain the same has been faxed to her for her acceptance.

MJR

Nishnawbe-Aski Legal Services Corporation

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L'PCL'ᐱᐱ

21 December 2004

Fax: 1(705) 997-2366

Stella Kioke Koostachin
Community Legal Worker
Attawapiskat, ON

Dear Stella

RE: Employment Contact – Community Legal Worker

This will confirm our telephone conversation of today's date extending your employment contract to March 31, 2005. All other terms and conditions of your original contract remain the same.

Please confirm your acceptance by signing below and faxing a copy by return.

Have a Merry Christmas and Happy New Year.

Yours very truly,

MARY JEAN ROBINSON

Area Director

MJR/m

c.c. Evelyn Baxter, Executive Director

Heather Baillie, Legal Aid Co-Ordinator

Suzanne Withenshaw, Finance Manager

I, Stella Kioke Koostachin, hereby accept the offer to extend my employment contract to March 31, 2005. All other terms and conditions remain the same.

Dated at Attawapiskat, ON this 09th day of ^{January} ~~December~~, 2005
SKK SKK

Witness
Stella Kioke-Koostachin

Mailing Address:

80 S. Cumberland Street
Thunder Bay, Ontario
P7B 2V3

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

E-mail: info@nanlegal.on.ca
Website:
Http://www.nanlegal.on.ca



Head Office:

Matigami First Nation
75 Helen Street
P.O. Box 99
Via Gogama, Ontario
P0M 1W0

FINAL
Job Offer Attachment

Pay and Benefit Outline For:

STELLA KIOKEE-KOOSTACHIN

Temporary Full Time Community Legal Worker

PAY

Your bi-weekly rate of pay will be \$1,773.08
(plus 4% mandatory vacation pay which will be paid out at the end of your contract).
The effective date will be.....October 8, 2004.
Your pay period will bebi-weekly.
You will receive your first pay onOctober 21, 2004.
Your last day of employment will be on.....December 31, 2004.

JOB CATEGORY

Your category of employment is..... Temporary Full-Time.
Your hours of work per week will be35 hours.

TERMS & CONDITIONS

As set out in the NALSC Personnel Policies and Procedures Manual.

Contract may be extended on a month-to-month basis after December 31, 2004 or terminate prior to December 31, 2004 on two-weeks notice.

I, Stella Kiokee-Koostachin, accept this offer of employment dated this 6th
day of October, 2004 at Thunder Bay, Ontario.

Stella Kiokee-Koostachin
Signature

Betsy Hocking
Witness

FINAL
Job Offer Attachment

Pay and Benefit Outline For:

STELLA KIOKEE-KOOSTACHIN

Temporary Full Time Community Legal Worker

PAY

Your bi-weekly rate of pay will be\$1,273.08
(plus 4% mandatory vacation pay which will be paid out at the end of your contract).
The effective date will be.....October 8, 2004.
Your pay period will bebi-weekly.
You will receive your first pay onOctober 21, 2004.
Your last day of employment will be on..... December 31, 2004.

JOB CATEGORY

Your category of employment is.....Temporary Full-Time.
Your hours of work per week will be35 hours.

TERMS & CONDITIONS

As set out in the NALSC Personnel Policies and Procedures Manual.

Contract may be extended on a month-to-month basis after December 31, 2004 or terminate prior to December 31, 2004 on two-weeks notice.

I, Stella Kiokee-Koostachin, accept this offer of employment dated this _____
day of _____, 2004 at Thunder Bay, Ontario.

Signature

Witness



NISHNAWBE-ASKI LEGAL SERVICES
COMMUNITY LEGAL WORKER
JOB DESCRIPTION

DESCRIPTION:

The Community Legal Worker is the first contact clients of NALSC have with the services of the corporation, Legal Aid Ontario and the courts. CLWs are responsible for assisting clients, counsel, NALSC staff and other parties with advance and court days, referrals, diversions, PLE, legal aid applications, and for acting as ambassadors for NALSC.

DUTIES/RESPONSIBILITIES:

Pursuant to the Personnel Policies and Procedures and under the supervision of the Area Director and the Legal Aid Coordinator, duties and responsibilities of Community Legal Workers include:

1. Being available for work in the office during regular business hours, in the communities as required during advance, court and clinic days, and to be on call at other times for emergencies only;
2. As a Commissioner for taking Affidavits, perform all the functions of that office in relation to the fulfillment of the Corporation's mandate;
3. Assist community members by:
 - taking Legal Aid applications in person in a community and by telephone from remote communities when in the office;
 - assisting community members to seek legal counsel;
 - assisting community members in the completion of routine forms and providing information and referrals;
 - referring legal advice and brief service requests to staff lawyers, duty counsel and, in an emergency, to a director;
 - following up on applications to ensure all necessary documentation and information has been submitted;
 - assisting clients in dealings with justice personnel (eg. probation officers, police officers);
4. Be available in the community on advance and court days to assist legal counsel, duty counsel, community members, Restorative Justice Workers, and Victim/Witness Advocate;

5. Ensure transportation is available to and from the airport in the communities for Court party on advance and court days and arrange for office space for duty counsel/legal counsel on advance days;
6. Ensure community members are aware that duty counsel is available to provide advice to community members and arrange for radio time for duty counsel on advance days;
7. Keep Chief and Council informed regarding:
 - the status of cases
 - the location of clients
 - the times and locations of advance days and court dates;
 - the time, location and topics for clinic days
8. Follow instructions of the Area Director with regard to assisting defence counsel in the preparation of court cases;
9. Assist defence/legal counsel and duty counsel in the preparation of cases by:
 - translating/interpreting, or arranging interpreters when required
 - arranging meetings with relevant personnel;
 - assisting with the interviewing of witnesses,
 - maintaining an ongoing record of the status of cases;
 - explaining any aspect of the case to help members understand the proceedings;
 - carrying out all reasonable requests to assist in handling of cases;
10. Assist communities and Restorative Justice Workers in the development of Justice Committees;
11. Assist defence counsel, duty counsel, Restorative Justice Workers and Justice Committee members in identifying potential community diversions; inform Restorative Justice Workers and complete a referral when a matter is diverted; assist with preparations for Restorative Justice circles and ensure that reports are or have been provided to the defence and the offender;
12. Assist the Public Legal Education Coordinator:
 - in developing and delivering PLE programs in the communities,
 - serve as a continual conduit of information to and from NALSC to ensure the Corporation fulfils its mandate,
 - assisting assigned communities in any reasonable way to better understand and deal with the Euro-Canadian legal system;
13. Refer victims to the Victim Witness Advocate for assistance;
14. Participate in all relevant training workshops provided by or through the Corporation;

15. File with the Area Director, once a month on a prescribed form, a report of all the work done and any problems encountered in that month;
16. File with the Legal Aid Coordinator, on a prescribed form, a report setting out of all courts within seven days of the court sitting;
17. Report verbally or in writing to the Area Director and Executive Director when required.
18. Perform other related duties when and as required by the Area Director, the Executive Director and the Legal Aid Coordinator, or their designates, in keeping with the furtherance of the goals and mandate of the Corporation.

ACCOUNTABILITY:

The CLWs are directly responsible to the Area Director and Legal Aid Coordinator for day to day activities and duties and are responsible to the Executive Director for overall work performance.

On a routine basis the CLW reports to the Legal Aid Coordinator for the following:

- Day to day work schedule;
- Completion of legal aid applications and supporting documentation;
- Court proceedings reports.

QUALIFICATIONS:

Highschool Diploma and some previous education or training in a law related field. Ability to speak Ojibway, Cree or Oji-Cree a definite asset.

SALARY RANGE:

\$30,000 - \$55,000 per year based on a full time employee. This is a full time non- managerial position.

Updated June 2004

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, Harassment and Financial Policies of the Corporation.

sign and print name

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

sign and print name

Dated this _____ day of _____, 2004.