

EMPLOYMENT CONTRACT

This agreement made in triplicate this 20thth day of April 2011.

BETWEEN:

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

OF THE FIRST PART

-and-

HEATHER NAPASH
(hereinafter referred to as the "ADMINISTRATIVE CLERK WORKER")

OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs HEATHER NAPASH to fill the contract position of ADMINISTRATIVE CLERK WORKER for 5 1/2 weeks only. The following shall be the terms and conditions of employment:

1. TERMS OF REFERENCE

- 1.1 The ADMINISTRATIVE CLERK 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.

The ADMINISTRATIVE CLERK WORKER will report to and be responsible to the Talking Together Manager on a day to day basis, and to the Executive Director for overall work performance.

3. Hours of Work/Accessibility

- 3.1 The ADMINISTRATIVE CLERK WORKER will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a minimum of 35 hours per week (deemed as full-time) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor(s) on the day(s) in question.
- 3.2 The ADMINISTRATIVE CLERK WORKER agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 3.3 The ADMINISTRATIVE CLERK 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.

3.4 The ADMINISTRATIVE CLERK WORKER is deemed to be a CONTRACT employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

3.5 The ADMINISTRATIVE CLERK WORKER shall generally carry out the duties and responsibilities of employment at the Thunder Bay office

4. **CONTRACT TERM**

4.1

This Agreement shall be for a period of **five and 1/2 weeks only – from April 20 to May 31, 2011**. The ADMINISTRATIVE CLERK WORKER agrees to provide the services outlined in Schedule “A” for this period and NALSC agrees to employ the ADMINISTRATIVE CLERK WORKER for the length of this term in accordance with the terms and conditions contained in this Agreement.

5. **FINANCIAL ARRANGEMENTS**

5.1 Contract Amount

The ADMINISTRATIVE CLERK WORKER shall be paid at a RATE OF \$10.00 PER HOUR, and such salary shall be paid weekly, with the mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.

6. **TERMINATION**

6.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.

7. **CONFIDENTIALITY**

7.1 The ADMINISTRATIVE CLERK 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 ADMINISTRATIVE CLERK 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 not entitled to this information whatsoever or howsoever.

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

8. CONFLICT OF INTEREST

8.1 The ADMINISTRATIVE CLERK WORKER agrees to refrain from any dealings with any business, partnership or undertakings, which do or which have the potential to conflict with any activity of NALSC.

9. ASSIGNMENT OF RIGHTS

9.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.

9.2 The rights of the ADMINISTRATIVE CLERK WORKER under this Agreement are not assignable or transferable in any manner whatsoever.

10. SEVERABILITY

10.1 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.

11. WAIVER

11.1 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.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the ADMINISTRATIVE CLERK 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 ADMINISTRATIVE CLERK 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.

13. MODIFICATION OF AGREEMENT

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

14. GOVERNING LAW

14.1 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.

15. HEADINGS

15.1 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.

16. NOTICES

- 16.1 a) Any notice required or permitted to be given to the ADMINISTRATIVE CLERK WORKER shall be sufficiently given if delivered to the ADMINISTRATIVE CLERK WORKER personally or if mailed by registered mail to the ADMINISTRATIVE CLERK WORKERS address last known to NALSC.
- b) Any notice required or permitted to be given to the ADMINISTRATIVE CLERK WORKER NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the ADMINISTRATIVE CLERK WORKER
- c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.


17. INDEPENDENT LEGAL ADVICE

17.1 The ADMINISTRATIVE CLERK 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 Parties have duly executed this Agreement this 20th day of April 2011, in the City of Thunder Bay, in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:

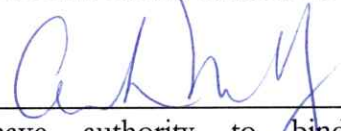


WITNESS



HEATHER NAPASH

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

Per: 

 I have authority to bind the corporation.