

08.17.09

Jenike  
back status  
sponsor

August 18, 2009

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL

Carol Kakegabon  
241 Otter Street  
Longlac, ON P0T 2A0

Dear Carol:

**RE: OFFER OF EMPLOYMENT**

Thank you for your interest in NALSC and for participating in the interview and selection process. After contacting your references, we are pleased to offer you the position of Talking Together Facilitator.

Upon your acceptance of this offer, you will commence your position on Monday, August 24, 2009, at 9:00 a.m. at a salary of \$38,000.00 per year. NALSC also provides a benefits package which will be further explained to you. If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 86 S. Cumberland Street, Thunder Bay, Ontario at our head office and your hours are between 9:00 a.m. and 5:00 p.m. each day.

The Special Projects Manager is your direct supervisor. You are also accountable to the Executive Director for overall performance. Pursuant to the policies of NALSC, you will be on probation for a period of 3 months, at which time your performance will be reviewed. Upon a successful performance review, your salary will increase.

For the first week of your employment, you will receive orientation and training. We will also get you set up on payroll and benefits at that time. Please bring your banking information, a void cheque, and your Status Card, if applicable, to the office on your first day.

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

Jenike  
back status  
sponsor  
Salary  
benefits  
end of the  
line

25

John  
15-01-09

ADR?? experience  
cross fertilization  
jumping across a profession

Carol Kakegabon  
241 Otter Street  
Longlac, ON P0T 2A0

Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check (the cost of which will be reimbursed by the Corporation).

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

Sincerely,

Larry W. Jourdain  
Executive Director

cc. Arlene Dodge, Special Projects Manager  
Human Resources

Enc. Schedule A: Job Description

Call on Monday

Moosonee office TUES.

~~GET IN~~

Hotel @ Moosonee

Bed : Breakfast

- call Archie.

- Larry approve.

- Salary: definitely @ 38,000 for now  
can consider increase later

---

send FOIC BACK let LWS know.

THURS Jervis @ MOYS for TT.

deal with I get back.

let me know Francis.

Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check (the cost of which will be reimbursed by the Corporation) and ratification by our Board of Directors at their next meeting on October 20-21, 2009.

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

Sincerely,

Larry W. Jourdain  
Executive Director

cc. Human Resources

Schedule A: Job Description



August 18, 2009

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL

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241 Otter Street  
Longlac, ON P0T 2A0

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*may*

For the first week of your employment, you will receive orientation and training. We will also get you set up on payroll and benefits at that time. Please bring your banking information, a void cheque, and your Status Card, if applicable, to the office on your first day.

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

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Sincerely,

Larry W. Jourdain  
Executive Director

cc. Arlene Dodge, Special Projects Manager  
Human Resources

Enc. Schedule A: Job Description



## NISHNAWBE-ASKI LEGAL SERVICES

### Schedule A

# TALKING TOGETHER FACILITATOR

## JOB DESCRIPTION

### DESCRIPTION:

Talking Together is a pilot project funded by the Ministry of Children and Youth Services. The purpose of the program is to utilize a traditional/alternative justice approach to resolving child welfare/family matters in order to avoid unnecessary and potentially damaging litigation. The process used is the "healing" circle in order to arrive at acceptable resolutions to matters. Circles are arranged and conducted by a Talking Together Facilitator.

### DUTIES/RESPONSIBILITIES:

The duties, responsibilities and obligations of the Talking Together Facilitator are the following:

- To complete training in the facilitation of Talking Together Circles;
- To receive and confirm referrals from the Special Projects Manager or agency liaison;
- To open and maintain detailed and organized confidential files for each client;
- To report to the Special Projects Manager on a daily basis;
- To organize the Talking Together Circles including the briefing of all participants about the circle process and what will be expected of them;
- To facilitate the Talking Together Circles including drafting of final agreements arising from the circles and providing them to the participants as well as the coordinator and the agency;
- To provide follow up to ensure that the agreements are adhered to and reconvene follow up Talking Together Circles if required;
- To provide follow up reports and final reports once agreements are completed to the Special Projects Manager and the agencies involved;
- To contribute to the program evaluation process under the direction of the Manager;

- To liaise with the community initially to determine needs and wishes and educate them about the process and on an ongoing basis to keep them informed about the pilot project;
- To liaise with Elders, frontline workers and Chief and Council as needed to garner support for the pilot project and individual Talking Circles.
- Attend court as needed to obtain referrals or report on the progress of matters if required
- Prepare all reports as required by the Manager or the Executive Director.
- Cooperate and work with other NALSC staff for referral assistance
- Consult with NALSC staff lawyers or the Special Projects Manager as needed for issues requiring legal advice or direction

#### **QUALIFICATIONS:**

It is preferred that the TTF hold a post-secondary degree or diploma in social work, child and family worker program, mental health or related fields. Secondary education will be considered if it is accompanied by extensive related experience in the area of restorative justice or child welfare issues. Experience or knowledge of the legal system is an asset. TTF must have excellent written and oral communication skills, good computer skills (including the ability to use a database), be professional, discreet and sensitive to the clients' circumstances in order to preserve their dignity and trust in the program.

#### **ACCOUNTABILITY:**

The Talking Together Facilitator is responsible to the Special Projects Manager for day to day activities and to the Executive Director for overall work performance.

Updated March 2007.

**CONTRACT**

ARLENE DECIDED  
A CONTRACT WAS  
NOT NECESSARY  
img

This agreement made in triplicate this day of , 2009.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together Facilitator")

**OF THE SECOND PART**

Nishnawbe-Aski Legal Services Corporation hereby contracts with CAROL KAKEGABON to serve as a "Talking Together Facilitator" (TTF). The following shall be the terms and conditions of this contract for service:

**1. TERMS OF REFERENCE**

- 1.1 The Talking Together Facilitator undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Talking Together Facilitator will report to and be responsible to the Special Projects Manager on a day to day basis, and to the Executive Director for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together Facilitator 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 this work, with the prior approval of his supervisor on the day(s) in question.
- 1.4 The Talking Together Facilitator agrees to comply with all lawful instructions given by his supervisor or Executive Director or their designates.
- 1.5 The Talking Together Facilitator 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.
- 1.6 The Talking Together Facilitator is deemed to be an employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.



- 1.7 The Talking Together Facilitator shall generally carry out the duties and responsibilities of this work from our head office in Thunder Bay, Ontario. Travel to NAN First Nations and communities throughout Ontario and will be required as part of the duties and responsibilities of this contract, with particular emphasis being those communities where the Talking Together Program is currently being delivered.

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of less than one year starting on August 24, 2009, and ending on March 31<sup>st</sup>, 2010 . The Talking Together Facilitator agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to contract with the Talking Together Facilitator for the length of this term in accordance with the terms and conditions contained in this Agreement.

- 2.2 NALSC further agrees to provide the Talking Together Facilitator with notice of its intention to renew or extend this Contract in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond March 31<sup>st</sup>, 2010 shall be deemed to be notice of the termination/expiry of this Contract.

- 2.3 The Talking Together Facilitator's performance shall be reviewed by the Special Projects Manager. The Talking Together Facilitator will receive ongoing evaluation of the execution of this Agreement identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together Facilitator at any time during the course of this Agreement if it is deemed to be necessary.

THREE MONTH  
PERIOD  
RECOMMENDED  
Pursuant  
TO S. 10 (c)  
OF THE NALSC  
PERSONNEL  
POLICY

ADDED TO THE  
PROBATIONARY  
PERIOD

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The Talking Together Facilitator shall be paid at a pro-rated or adjusted payment in accordance to an annual payment of 12 months equaling no more than \$38,000.00 per year, and such payment shall be made bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the Talking Together Facilitator with the following benefits:

- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual) – pro-rated at 1.25 month)
- 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual.- pro-rated.
- 3) Lieu time based on accumulated overtime as per Sec. 22 of the NALSC Personnel Policies and Procedures Manual (approved at the discretion of the Executive Director).

### 3.3 Travel Expenses

The Talking Together Facilitator 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 his supervisors or Executive Director. Reimbursement will be limited to the following items:

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

#### **4. TERMINATION**

- 4.1 This Contract may be terminated by NALSC at any time for any reason without notice.
- 4.2 The Talking Together Facilitator hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Talking Together Program is provided are dependent on the provision of continued funding by the Ministry of Children & Youth Services that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, restricted or limited, then this Agreement will be terminated.

#### **5. CONFIDENTIALITY**

- 5.1 The Talking Together Facilitator 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 Talking Together Facilitator 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 contract entitling NALSC to terminate this agreement without notice.

#### **6. CONFLICT OF INTEREST**

- 6.1 The Talking Together Facilitator 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.
- 7.2 The rights of the Talking Together Facilitator 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 and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together Facilitator 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 Talking Together Facilitator shall be sufficiently given if delivered to the Talking Together Facilitator personally or if mailed by registered mail to the employee'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 Talking Together Facilitator.
- 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 Talking Together Facilitator 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 Parties have duly executed this Agreement this day of , 2009, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
**WITNESS**

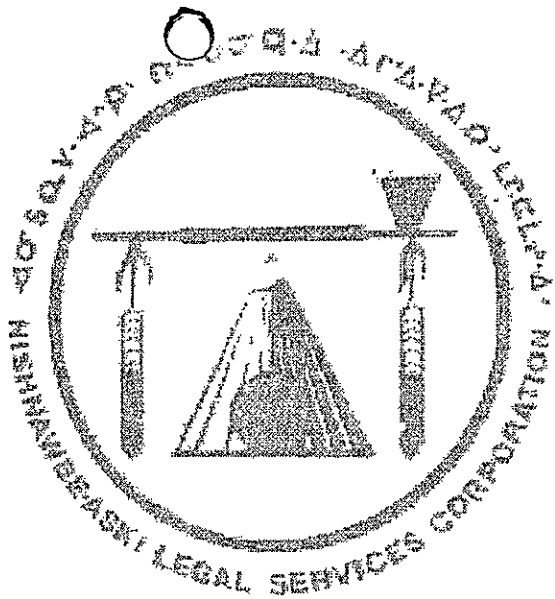
\_\_\_\_\_  
**CAROL KAKEGABON**

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per: \_\_\_\_\_  
I have authority to bind the corporation.

# MEMORANDUM

**TO:** Carol Kakegabon  
**FROM:** Jennifer McKenzie  
**DATE:** August 24, 2009  
**SUBJECT:** ORIENTATION INFORMATION



## NALSC Network:

Username: carol

Password: salad8

Our network name is NALSC.

You have access to folders: Public, Special Projects, which are located on *My Computer/Data K:/*

## Email:

Username: ckakegabon@nanlegal.on.ca

Password: password

You may also access your email on the web by entering this URL:

<http://mail.nanlegal.on.ca>

and entering the above username and password.

## Voicemail:

Your office extension number is 7086. Your direct line number is: 766-7086.

You may access your voicemail by calling your direct line. An explanation is attached.

## Out-of-Office Reply:

You may use the web email system to make an out of office reply for your email inbox.

The document explaining this is attached.

JM:jm

Cc: Arlene Dodge, Special Projects Manager

Encl.

How to check voicemail from outside the office

How to make an out of office reply on web mail and outlook

# How to Check Voicemail from Outside the Office

## Local

1. Dial your direct line (ie. 766-7079)
2. When your voicemail picks up, press \*\*
3. It will then ask you to enter your extension and your password all at once (ie. 70791234) then press #

## **If you dial 622-1413**

Ask the receptionist to put you through to your extension number and follow steps 2 and 3.

## **If there is no receptionist**

to answer your call: after general voicemail kicks in, enter your extension number then follow steps 2 and 3.

## Long Distance

### **If you are out of town**

Use the office 1-800-465-5581 number:

1. When general voicemail picks up, dial your extension number (ie. 7079)
2. When your voicemail picks up, press \*\*
3. Enter your extension number and password all at once then press #

## How to Make an Out of Office Reply on Web Mail

1. Go to: <http://mail.nanlegal.on.ca>
2. Enter your email address and password.
3. Go to **Account Options**
4. Select **My Vacation Message**
5. Type in your out of office reply message in the blank box.
6. Press **Save**
7. Log off.

### To turn this feature off:

8. Repeat steps 1 – 4
9. Delete all the text in the box.
10. Press **Save**. This will create an empty box which means you have turned off your out of office reply.

# How to Use Out-of-Office Reply on Microsoft Outlook

## First you need to make an out office reply message:

1. Start Microsoft Outlook
2. On the **File** menu, point to **New**, and then click **Mail Message**
3. Type the message you want to use as an out of office message
4. Click **File**, and then click **Save As**
5. Type a file name
6. Select **Outlook Template** from the drop-down menu called **Save As Type** and then click **Save**
7. Close the message (it will ask you if you want to save message again, just press No) and proceed to steps to create the out of office rule in Rules Wizard.

## Creating an out of office rule:

1. On the **Tools** menu, point to **Rules Wizard**, and then click **New**
2. Select **Check messages when they arrive** then click **Next**
3. Select **Where my name is in the To and Cc box** then click **Next**
4. Select **Reply using a specific template** then click on a specific template listed in the rule description box
5. Select **User Template in the File System** from the drop down menu called **Look in**
6. Select the file that you saved, then click **Open** and then **Finish**

## \*\*\*Important Note

**People will only receive this message if your Microsoft Outlook is turned on.** You need to assign someone to turn your computer on and to open your MS Outlook in the morning and shut your computer down before the end of the day during your absence.



## NISHNAWBE-ASKI LEGAL SERVICES

### Schedule A

# TALKING TOGETHER FACILITATOR

## JOB DESCRIPTION

### DESCRIPTION:

Talking Together is a pilot project funded by the Ministry of Children and Youth Services. The purpose of the program is to utilize a traditional/alternative justice approach to resolving child welfare/family matters in order to avoid unnecessary and potentially damaging litigation. The process used is the "healing" circle in order to arrive at acceptable resolutions to matters. Circles are arranged and conducted by a Talking Together Facilitator.

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- To complete training in the facilitation of Talking Together Circles;
- To receive and confirm referrals from the Special Projects Manager or agency liaison;
- To open and maintain detailed and organized confidential files for each client;
- To report to the Special Projects Manager on a daily basis;
- To organize the Talking Together Circles including the briefing of all participants about the circle process and what will be expected of them;
- To facilitate the Talking Together Circles including drafting of final agreements arising from the circles and providing them to the participants as well as the coordinator and the agency;
- To provide follow up to ensure that the agreements are adhered to and reconvene follow up Talking Together Circles if required;
- To provide follow up reports and final reports once agreements are completed to the Special Projects Manager and the agencies involved;
- To contribute to the program evaluation process under the direction of the Manager;

- To liaise with the community initially to determine needs and wishes and educate them about the process and on an ongoing basis to keep them informed about the pilot project;
- To liaise with Elders, frontline workers and Chief and Council as needed to garner support for the pilot project and individual Talking Circles.
- Attend court as needed to obtain referrals or report on the progress of matters if required
- Prepare all reports as required by the Manager or the Executive Director.
- Cooperate and work with other NALSC staff for referral assistance
- Consult with NALSC staff lawyers or the Special Projects Manager as needed for issues requiring legal advice or direction

#### **QUALIFICATIONS:**

It is preferred that the TTF hold a post-secondary degree or diploma in social work, child and family worker program, mental health or related fields. Secondary education will be considered if it is accompanied by extensive related experience in the area of restorative justice or child welfare issues. Experience or knowledge of the legal system is an asset. TTF must have excellent written and oral communication skills, good computer skills (including the ability to use a database), be professional, discreet and sensitive to the clients' circumstances in order to preserve their dignity and trust in the program.

#### **ACCOUNTABILITY:**

The Talking Together Facilitator is responsible to the Special Projects Manager for day to day activities and to the Executive Director for overall work performance.

Updated March 2007.

~~Branda Latiskin~~

Carol K.

~~Worm Sakamoto~~

Tracy Bayno

1:30 pm  
8:13:09

## REFERENCE CHECK QUESTIONNAIRE

1. In what capacity did you work with (candidate's name)?

- Worked w/ her @ elementary school, via principal (hwy 146 #58)
- Worked w/ her as teacher.

2. How would you describe his/her work performance?

- She was very organized, makes things get done,
- Very good communication.

3. Did he/she follow direction closely and meet deadlines?

- Able to do so.

4. Would you describe him/her as self-motivated? How so?

- very self motivated, energetic, they drove her work, didn't stop till job gets done.

5. What were some of the challenges he/she faced while working with you?

- no challenges - Principals - very aggressive parents
- she was able to keep calm the parents, very calm, if parents were off track - able to bring them back to the issues.

6. What are the person's strengths and weaknesses?

S - very organized, good communication, respectful, caring, understanding  
W - not any.

7. Do you wish to make any other comments regarding (candidate's name) work performance?

- enjoyed working w/ her, excellent co-worker
- great friend, very supportive



Norm Sakamoto

## REFERENCE CHECK QUESTIONNAIRE

1. In what capacity did you work with (candidate's name)?
2. How would you describe his/her work performance?
3. Did he/she follow direction closely and meet deadlines?
4. Would you describe him/her as self-motivated? How so?
5. What were some of the challenges he/she faced while working with you?
6. What are the person's strengths and weaknesses?
7. Do you wish to make any other comments regarding (candidate's name) work performance?

## REFERENCE CHECK QUESTIONNAIRE

1. In what capacity did you work with (candidate's name)?
2. How would you describe his/her work performance?
3. Did he/she follow direction closely and meet deadlines?
4. Would you describe him/her as self-motivated? How so?
5. What were some of the challenges he/she faced while working with you?
6. What are the person's strengths and weaknesses?
7. Do you wish to make any other comments regarding (candidate's name) work performance?

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**Objective** To work at any level of administration pertaining to education or government and to achieve the goals and objectives set out within the institute or agency

---

**Profile**

14 years experience in education  
Ontario College of Teachers -member  
Ability to work in unison with staff, volunteers and board members  
Goal-oriented with strong leadership capabilities  
Organized, highly motivated and detail-directed problem solver  
Ability to direct complex projects from concept to fully operational status

---

**Education**

B.Ed., Primary/Junior (Native Teacher Education Program 4yr) Lakehead University, Thunder Bay, Ontario	May 1992
B.A., General, Lakehead University, Thunder Bay, Ontario	May 1992
Native Administrators Training Program, Anishinabek Education Institute North Bay, Ontario	July 1994/95
Principals of First Nations Schools, Six Nations Polytechnic Inc. & Seven Generations Education Institute Oshweken, Ontario	July 2006

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**Relevant Experience & Accomplishments**

**Program Coordination & Development**

- assisted in the establishment of an Education Authority, School Program and Physical Plant for two schools
- assisted in developing an Alternative Education Program
- formulated and implemented orientation manuals, policies, guidelines and reports
- assisted in the budget operating needs within established guidelines
- network and liaise with school boards, private schools, communities, Indian and Northern Affairs Canada and other First Nation organizations
- developed and presented a Community Based Curriculum Guide K-12
- developed and distributed an Aboriginal Urban Resource Guide for the Thunder Bay area

**Management / Supervision**

- assisted the school board with hiring practices, train, supervise, place and evaluate staff
- facilitated, collaborated and assisted with systematic goal setting reflecting school authority, ministry priorities, school based initiatives, students and community needs
- developed and used a time management plan to focus on short and long term goals of the board
- develop policy to accommodate curriculum, cultural programs and lifelong learning of staff, students and community

**Principal / Vice-Principal**

- oversee operations and planning of daily school programming for 120 students and 28 staff
- direct and coordinate student support programs, curriculum programs, aboriginal programs and outreach support services
- provide training and support to all teaching and support staff
- developed a team approach to the Literacy & Numeracy goals of the school
- counsel students and staff
- assisted the principal with general administration and school programming

**Classroom Experience**

- planned and instructed each subject area using a wide variety of teaching aids, motivational and implementation strategies to engage students in active learning under the requirements of the provincial curriculum
- incorporated resources and programs relating to school curriculum and aboriginal curriculum
- facilitated EQAO testing and worked towards Literacy & Numeracy goals
- establish and organize classroom routine and implement classroom management strategies

**Education Coordinator / Scholars Learning Centre Coordinator**

- conducted surveys and use qualitative data as a tool to interpret and report
- researched, organize and present board and school policy
- assisted and presented the articulation of an education agreement and incorporation
- provide in-service and training in relation to education goals reflecting the community
- adhered to Scholars Learning Center policies regarding client satisfaction, instructor conduct, punctuality and confidentiality
- scheduled and conducted on-going parent conferences and teacher conferences
- administered diagnostic assessments and progress tests (CAT/2 & Peabody Vocabulary)
- assembled student assessment files and administered progress assessments
- monitored and updated hourly Scholar prescriptions of student binders
- maintained monthly reports to be sent to the Head office and local Education Authority
- oversee daily operations and implement Scholars programming and policies
- monitor and train instructors

**Director of Education (Interim)**

- oversaw operations of all education programs, budget and physical plant of the Elementary and Secondary school panel
- oversaw recruitment and retention of education staff and support staff
- assisted in providing in-service and support to the development of the school Authority and its goals
- planned, organized, and implemented goals and programming for the Elementary and Secondary School panel

***Work Experience***

2005-2009	<b>Elementary School Principal</b>	Long Lake #58/Ginoogaming First Nation
2004-2005	<b>Elementary School Vice-Principal</b>	Long Lake #58/Ginoogaming First Nation
2002-2004	<b>Teacher</b>	Long Lake #58/Ginoogaming First Nation
2001-2002	<b>Scholars Learning Center Coordinator</b>	Long Lake #58/Ginoogaming First Nation
1999-2000	<b>Director of Education (Interim)</b>	Long Lake #58/Ginoogaming First Nation
1997-1999	<b>Education Coordinator</b>	Long Lake #58/Ginoogaming First Nation
1995-1996	<b>Native Curriculum Consultant</b>	Long Lake #58/Ginoogaming First Nation/Superior North Catholic District School Board
1995	<b>Supply Teacher</b>	Greenstone Superior District School Board & Catholic District School Board
1993-1995	<b>Teacher/Lead Teacher</b>	Constance Lake First Nation
1993	<b>Supply Teacher</b>	Mobert First Nation

**References Available Upon Request**

# Carol Kakegabon

241 Otter St. • Longlac, Ontario P0T 2A0 • 807-876-2262  
Email: cakab@hotmail.com

## References

✓ Mr. Bob Misner  
Director of Education  
Longlac, Ontario  
807-876-1270 or 876-1180

✓ Brenda WisKin  
Principal-Marathon High School  
Marathon, Ontario  
807-229-1800

✓ Norm Sakamoto  
Education Consultant  
Thunder Bay, Ontario  
807-626-2232

email 8/10 @ 10:00  
no answer

@ 10:00  
no answer  
Aug 10 ✓

10:00 8/10  
left message  
11:31 8/13  
no answer

email  
bwiskin  
@sgdsd.on  
.ca

relocated to Manitowish  
eKnoomaget@hotmail.com ✓  
Tracy Burns

Aug 12/09

807-  
876-9562 ✓  
TMB.hoylac  
1:27 8/13/09



# NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

## TALKING TOGETHER FACILITATOR INTERVIEW QUESTIONS

Date: July 31/09

Interviewer: A. Dudge

Candidate: Carol Kakegabon

RATING:      Excellent = 5      Very Good = 4      Good = 3      Fair = 2  
                 Poor = 1            Unacceptable = 0

### INTRODUCTION:

Native history teaches that prior to contact the Native people practiced a unique culture. Through the process of colonization, people have undergone great loss, resulting in the deterioration of the family unit today.

Tikinagan Child and Family Services, Nishnawbe-Aski Legal Services and Kunuwanimano Child and Family Services are committed to providing services to families that will ensure the safety of the child, the well being of the family, and as a result, strengthen the community.

It is recognized that success in the provision of these services will be enhanced if carried out in a manner that takes care of our own and is in keeping with the values and beliefs of Native people.

In keeping with these beliefs, the Talking Together process is an innovative kind of dispute resolution practiced as an alternative to the present family law court system.

1. What does Restorative Justice mean to you? Outline your experiences and training in Restorative Justice.

RT is a process of community involvement to develop a process to meet needs of comm. in safe & dignifying way. For comm members have a sense of dignity to full pt of process & develop strategies in understanding where they are in jfm - 1/ky @ spiritual ways to find way bk & purpose of life - non-inhibitory process  
Rating: 5 / 5

2. What are your experiences if any, involving the Child Welfare system?

- b/c in FN community, diff. of legal, family, issues deal directly of them  
- may call on behalf of child, phnig & big involved  
- team player in wkly of Detro (b/c knowledge)  
- 1/ks @ 3 tier  
Rating:       / 5

3. How can Restorative Justice be used in Child Welfare cases?

RT process makes a safe env't + child will feel they are pt of process - empowering - has a choice + use this process  
Rating: 5 / 5

- legal system has not met needs of community members
- valid case numbers.
- not so much system RJ
- ally w/ students / dealing w/ law
- aid 1 on 1 to help students
- investigative process
- how to get back to the pt A to pt B.

4. How would you publicize your program and otherwise engage community members in the project?

- newsletters, create website, internet, hair styler w/ diff. groups  
- get comm members together, strategize ways to get members together - set up booths - door knocking - like a salesperson  
- all to empowering people - community work

Rating: 5 /5

5. How would you go about setting up a justice committee in the community that you serve?

Rating:      /5

6. You are going to facilitate a Talking Together Circle, who would you invite and how would you prepare participants before hand?

- call + meet the participants - like a family process - what's the goals + know the parts - like a movie - be supportive - you must know who you are, FSW, front line workers, stage process - who are we going to get to process from pt A to pt B - what is the beauty process - + how do we get them there - the strategies

Rating: 5 /5

7. What special steps would you take to prepare children to be a part of the circle?

Depends on what is being done - some must do or want the topic pt of process - important to be pt of circle - even if observers - if too young will not sit there for an length of time  
ok @ age / ok @ other strategies

Rating: 5 /5

8. What if a Band Councillor wants to attend the Talking Together Circle but you feel that there is a conflict of interest, how would you handle this situation?

Confidentiality - if there only there for certain pts of circle, if there be respectful, keep process, put parameters in place - let them know the process, its workable if ok to a positive extent

Rating: 5 /5

9. What community resources would you consider for participation when organizing a Talking Together circle?

family support; NAADAP; front line, F & C Services (NAPS / APS)  
- health, education field, council, police  
family support system

Rating: 5 /5



10. As a Talking Together Facilitator, you will be responsible for meeting a number of work deadlines. What is your experience working with deadlines? What is the significance of deadlines?

there has to be a process to know that goal has been accomplished then get to the next stage, important to follow guidelines b/c of not there in confusion, measure guidelines

Rating: \_\_\_\_\_ /5

11. To ensure the success of this initiative, evaluation of the project is important. How can you contribute to the success of the evaluation?

Rating: \_\_\_\_\_ /5

12. Describe your computer and record keeping skills. What particular software programs are you familiar with (i.e. Microsoft Word, Outlook, etc.)

Excel

Rating: \_\_\_\_\_ /5

13. Describe the importance of Elders and Community Support (front line workers) in the Circle process.

Vital to process, significant in advising & supporting the Circle participants, pt of community. b/c know the particular families, have knowledge & know where to go.

Rating: \_\_\_\_\_ /5

14. Is there anything else that you would like to add?

No Rating

DL ✓  
CPIC ✓  
travel ✓

Total Score: \_\_\_\_\_ /70

15. **SCENARIO:** The following is a problem-solving exercise, which you will be required to complete using a word processor on the computer. When you are done please save your document as “your first name.wpd” ie. “Doreen.wpd” on the disk provided. Time limit: 30 minutes.

In a remote fly-in community north of Thunder Bay, two children (Tiffany, age 8 and Simon, age 6) are left with their Aunt Lillian while their mom and dad go to Thunder Bay for medical appointments. Unfortunately, they got involved in drinking and did not return to their community when they were supposed to. Aunt Lillian tried to care for the children with the help of their extended family but resources were scarce and there was no one who could help. Sara, the Tikinagan Child and Family Service worker applied to become a foster parent for these children after the first week the parents were gone. This involved some one from the agency travelling to the community to do a home visit. No one was available for the next month to do this and in fact as of the time of the circle no one had arrived to do the study. As a result of the continued absence of the parents Aunt Lillian felt she had no choice but to involve Tikinagan. They located a foster placement in another community 500 miles away in another treaty area. There are no direct air connections between the two communities.

The parents are served with documentation in Thunder Bay. They meet with the area supervisor in a hotel room in Thunder Bay, where they sign papers agreeing to a six-month placement after they are guaranteed that they will see the children twice monthly. The worker then attends to Court and files the papers. The parents return to their community and begin to try to put their lives back together. They take a parenting course as mandated by the agreement and try to see their children but are unsuccessful. The six-month anniversary is coming up and the supervisor has advised that the society wants to extend the placement for another six months so that the parents can take alcohol treatment.

As the Talking Together facilitator how would you organize a circle? ✓

Who would you invite to the circle? ✓

What type of recommendations do you think would arise from a healing circle? ✓

How would you deal with Tikinagan Child and Family Services? The Supervisor? ✓

Submitted By: Carol Kakegabon

### Talking Circle Organization

1. Communicate and organize a pre-planning meeting with TCFSW, family, family support workers, health workers, NADAP workers, educators, frontline workers, chief and councilor representative and legal representative. Send and follow up with Phone calls, letters, memos, internet-emails and documentation to establish the circle.
2. Establish a set of rule before circle begins.
3. The recommendations may depend on the circumstances of the issue.

### Healing Circle Recommendations:

Parenting training  
Alcohol treatment  
3-6 month family/healing plan  
Counseling/guidance and support  
Traditional healing approaches  
Empowerment training  
Kids at Risk Training  
Engage in local community Programs  
Mentorship Programs

I would identify and introduce myself representing the organization as the Dispute Resolution Facilitator to the TCFS supervisor. I would also present myself in a professional and organized manner in the best interests of the families and community

### Discussion:

- pertinent issue/concerns that may help the process
- reports?
- who, what, where, and when questions
- history
- what support has been provided?
- what's working and not working
- can we work in a collegial manner in support of the family? If so, lets plan and come up with a workable solution.

## **SCHEDULE "A"**

### **JOB DESCRIPTION**

#### **Talking Together Facilitator**

#### **DESCRIPTION:**

Talking Together is funded by the Ministry of Children and Youth. The purpose of the program is to utilize a traditional/alternative justice approach to resolving child welfare/family matters in order to avoid unnecessary and potentially damaging litigation. The process used is the "healing" circle in order to empower families to arrive at acceptable resolutions to matters. Circles are arranged and conducted by a Talking Together Facilitator.

#### **DUTIES/RESPONSIBILITIES:**

The duties, responsibilities and obligations of the Talking Together Facilitator are the following:

- To complete training in the facilitation of Talking Circles;
- To receive referrals and confirm with the Talking Together Manager.
- To open files for each referral and keep them up to date including the database;
- To report to the Talking Together Manager/Administrative Clerk on a daily basis;
- To inform family and children twelve or older regarding sharing of information.
- To prepare family, extended family and children twelve or older to attend circles.
- To organize the Talking Circles including the briefing of all participants about the circle process and what will be expected of them;
- To facilitate the Talking Circles including drafting of final agreements arising from the circles and providing them to the participants as well as the First Nation representative, Talking Together Manager, and the Child Welfare agency;
- To provide follow up to ensure that the agreements are adhered to and reconvene the Talking Circle if required;
- To provide follow up reports and final reports once agreements are completed to the family, First Nation representative, Talking Together Manager and Child Welfare agency;
- To contribute to the evaluation process under the direction of the Talking Together Manager;
- To liaise with the community initially to determine needs and wishes and educate them about the process and on an ongoing basis to keep them informed about the project;
- To facilitate and participate in community activities that promote healing;

- To liaise with Elders, frontline workers and Chief and Council as needed to garner support for the project and individual Talking Together Circles;
- To assist in the formation of the community based Justice Committee and utilize their expertise in service delivery;
- Attend court as needed to obtain referrals or report on the progress of matters as required;
- To prepare and submit all circle, weekly, and quarterly reports in a timely manner;
- To pursue an integration of services with other NALSC programs and staff;
- To consult with NALSC staff lawyers or the Talking Together Manager as needed for issues requiring legal advice or direction.

**Restorative Justice Training:**

- To attend NAN communities and conduct workshops/training in both Restorative Justice and Talking Together as per request or on a needs basis
- Any other duties as requested by the Executive Director

**QUALIFICATIONS:**

This position requires at a minimum a secondary school diploma with related work experience. It is preferred that the TTF hold a post-secondary degree or diploma in social work, child and family worker program, mental health or related fields. Ability to speak the language and knowledge of culture an asset. Experience and knowledge of the legal system is an asset.

**ACCOUNTABILITY:**

The Talking Together Facilitator is responsible to the Talking Together Manager for day to day activities and to the Executive Director for overall work performance. Must adhere to confidentiality as outlined in the Corporation policy and protocols.

**SALARY RANGE:**

This position pays \$30,000 – 45,000 per year based on education and experience. This is a full time non managerial position.

**CONTRACT**

This agreement made in triplicate this 11<sup>th</sup> day of August, 2011.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together/Program Manager")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby contracts with CAROL KAKEGABON to serve as a Talking Together/Program Manager. The following shall be the terms and conditions of this contract for service:

**1. TERMS OF REFERENCE**

- 1.1 The Talking Together/Program Manager undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement. .
- 1.2 The Talking Together/Program Manager will report to and be responsible to the Executive Director on a day to day basis, and for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together/Program Manager will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a total of 35 hours per work week (deemed as full-time) and such other times as may be required to carry out the functions of this work, with the prior written approval of her supervisor(s) on the day(s) in question.
- 1.4 The Talking Together/Program Manager agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 1.5 The Talking Together/Program Manager 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.



- 1.6 The Talking Together/Program Manager is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.
- 1.7 The Talking Together/Program Manager shall generally carry out the duties and responsibilities of this work from 150 City Road, Fort William First Nation, Thunder Bay, Ontario. Travel to NAN First Nations and communities throughout Ontario will 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 less than one year starting on August 11, 2011 and ending on March 31, 2012. The Talking Together/Program Manager agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Talking Together/Program Manager for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the Talking Together/Program Manager with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the Agreement beyond March 31, 2012 shall be deemed to be notice of the termination/expiry of this Contract.
- 2.3 The Talking Together/Program Manager's performance shall be reviewed by the Executive Director. The Talking Together/Program Manager will receive an evaluation after three months of the execution of this Agreement, pursuant to the probation requirements in the Personnel Policy, identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together/Program Manager at any time during the course of this Agreement if it is deemed to be necessary.

## **3. FINANCIAL ARRANGEMENTS**

- 3.1 **Contract Amount**  
The Talking Together/Program Manager shall be paid a fixed salary of \$52,000.00 per year, and such salary shall be paid bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable. After a successful probationary evaluation, your salary will increase to \$54,000.00.
- 3.2 **Benefits**  
Nishnawbe Aski Legal Services Corporation shall provide the Talking Together/Program Manager with;
- 1) Vacation Leave (pursuant to the NALSC Personnel Policies and Procedures Manual).
  - 2) Earned Sick Leave pursuant to the NALSC Personnel Policies and Procedures Manual.
  - 3) Great West Life Group Benefits (pursuant to the NALSC Group Plan).

4) Great West Life RRSP Plan.

3.3 Travel Expenses

The Talking Together/Program Manager 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 his supervisors or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required)
- 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 for any reason without notice.

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 Talking Together/Program Manager of two weeks' pay in lieu of notice, inclusive of benefits.

4.3 The Talking Together/Program Manager hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Talking Together/Program Manager's services are provided are dependent on the provision of continued funding by the Ministry of Children and Youth Services or any other agency or Ministry that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, then this Agreement will be terminated.

5. **CONFIDENTIALITY**

5.1 The Talking Together/Program Manager 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 the Talking Together/Program Manager 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 Talking Together/Program Manager 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 contract entitling NALSC to terminate this agreement without notice.

**6. CONFLICT OF INTEREST**

6.1 The Talking Together/Program Manager 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.

7.2 The rights of the Talking Together/Program Manager 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 Talking Together/Program Manager and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together/Program Manager 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 Talking Together/Program Manager shall be sufficiently given if delivered to the Talking Together/Program Manager personally or if mailed by registered mail to the employee'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 Talking Together/Program Manager.

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 Talking Together/Program Manager 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 Parties have duly executed this Agreement this 11<sup>th</sup> day of August, 2011, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

Jennifer McKenzie  
WITNESS

Carol Kakegabon  
CAROL KAKEGABON

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per: Delina Leebeyen  
I have authority to bind the corporation.

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 1st day of April 2011.

### BETWEEN:

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together Facilitator")

**OF THE SECOND PART**

Nishnawbe-Aski Legal Services Corporation hereby contracts with CAROL KAKEGABON to serve as a "Talking Together Facilitator" (ITF). The following shall be the terms and conditions of this contract for service:

### 1. TERMS OF REFERENCE

- 1.1 The Talking Together Facilitator undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Talking Together Facilitator 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.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together Facilitator 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 this work, with the prior approval of his supervisor on the day(s) in question.
- 1.4 The Talking Together Facilitator agrees to comply with all lawful instructions given by his supervisor or Executive Director or their designates.
- 1.5 The Talking Together Facilitator 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.
- 1.6 The Talking Together Facilitator is deemed to be an employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

- 1.7 The Talking Together Facilitator shall generally carry out the duties and responsibilities of this work from Fort William First Nation, Ontario. Travel to NAN First Nations and communities throughout Ontario will be required as part of the duties and responsibilities of this contract, with particular emphasis being those communities where the Talking Together Program is currently being delivered.

**2. CONTRACT TERM**

- 2.1 This Agreement shall be for a period of less than one year starting on April 1, 2011, and ending on March 31<sup>st</sup>, 2012. The Talking Together Facilitator agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to contract with the Talking Together Facilitator for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the Talking Together Facilitator with notice of its intention to renew or extend this Contract in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond March 31<sup>st</sup>, 2012 shall be deemed to be notice of the termination/expiration of this Contract.
- 2.3 The Talking Together Facilitator's performance shall be reviewed by the Talking Together Manager. The Talking Together Facilitator will receive ongoing evaluation of the execution of this Agreement identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together Facilitator at any time during the course of this Agreement if it is deemed to be necessary.

### 3. FINANCIAL ARRANGEMENTS

#### 3.1 Contract Amount

The Talking Together Facilitator shall be paid at a pro-rated or adjusted payment in accordance to an annual payment of 12 months equaling no more than \$45,000.00 per year, and such payment shall be made bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable.

#### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the Talking Together Facilitator with the following benefits:

- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual) – pro-rated at 1.25 month)
- 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual. - Pro-rated.
- 3) Lieu time based on accumulated overtime as per Sec. 22 of the NALSC Personnel Policies and Procedures Manual (approved at the discretion of the Executive Director).

#### 3.3 Travel Expenses

The Talking Together Facilitator 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 his supervisors or Executive Director. Reimbursement will be limited to the following items:

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

### 4. TERMINATION

4.1 This Contract may be terminated by NALSC at any time for any reason without notice.

4.2 The Talking Together Facilitator hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such, the programs/projects under which the Talking Together Program is provided are dependent on the provision of continued funding by the Ministry of Children & Youth Services that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, restricted or limited, then this Agreement will be terminated.

## **5. CONFIDENTIALITY**

- 5.1 The Talking Together Facilitator 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 Talking Together Facilitator 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 contract entitling NALSC to terminate this agreement without notice.

## **6. CONFLICT OF INTEREST**

- 6.1 The Talking Together Facilitator 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.

## **7. ASSIGNMENT OF RIGHTS**

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
- 7.2 The rights of the Talking Together Facilitator 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 and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together Facilitator 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 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 Talking Together Facilitator shall be sufficiently given if delivered to the Talking Together Facilitator personally or if mailed by registered mail to the employee'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 Talking Together Facilitator.
- c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

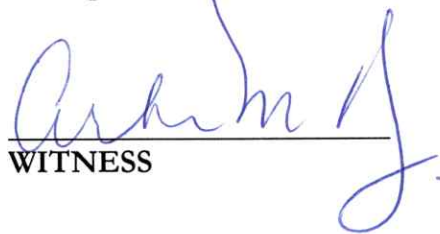
**15. INDEPENDENT LEGAL ADVICE**

- 15.1 The Talking Together Facilitator 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 Parties have duly executed this Agreement this 20th day of June 2011, in the City of Thunder Bay, in the Province of Ontario.

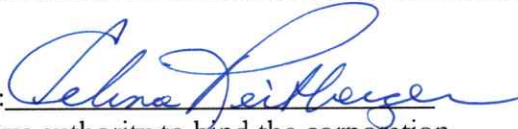
**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
CAROL KAKEGABON

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per:   
I have authority to bind the corporation.  
Celina Reitberger, Executive Director





Change Carol Kahegaban

PR#18

PR#24

to new rate \$52,000<sup>00</sup>

$\left(\frac{52,000}{26}\right)$  After prob. (Nov 11/11) will be \$54,000<sup>00</sup>  
= \$2000<sup>00</sup> ÷ 70 = 28.5714/hr.

Done P, R#18  
Entered LB.

$$\frac{\$54,000}{26} = \frac{207692}{70} = 29.6703$$

Carry Forward



## Lee Brown

---

**From:** Jennifer McKenzie <jmckenzie@nanlegal.on.ca>  
**Sent:** Tuesday, September 20, 2011 2:23 PM  
**To:** officestaff@nanlegal.on.ca  
**Subject:** Carol K's Cell Number

Hello everyone:

Carol K's corporate cell number is :

621-3532

Please make note in your contacts. Miigwech!

She inherited Arlene's office cell.

JENNIFER McKENZIE | Executive Assistant | Tel: 807-622-1413 | Fax: 807-622-3024 | E-mail: [jmckenzie@nanlegal.on.ca](mailto:jmckenzie@nanlegal.on.ca)  
NISHNAWBE-ASKI LEGAL SERVICES CORPORATION | 86 S. Cumberland Street, Thunder Bay, Ontario, P7B 2V3 | 1-800-465-5581 | [www.nanlegal.on.ca](http://www.nanlegal.on.ca)



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**Lee Brown**

---

**From:** Celina M. Reitberger <creitberger@nanlegal.on.ca>  
**Sent:** Monday, November 21, 2011 2:36 PM  
**To:** Lee Brown  
**Subject:** Carol Kakegabon  
**Attachments:** Celina Reitberger.vcf

This will confirm that Carol has successfully completed her evaluation and is entitled to a raise as per her letter of offer of employment.

Celina Reitberger  
Executive Director

**Nishnawbe-Aski Legal Services Corporation**

86 S. Cumberland St., Thunder Bay, ON, P7B 2V3  
Tel: (807) 766-7075  
Toll Free: 1-800-465-5581  
Fax: (807) 622-3024  
Email: [creitberger@nanlegal.on.ca](mailto:creitberger@nanlegal.on.ca)

**Celina Reitberger**

Nishnawbe-Aski Legal Services Corpora...  
Executive Director

(807) 766-7075 Work  
[creitberger@nanlegal.on.ca](mailto:creitberger@nanlegal.on.ca)  
Nishnawbe-Aski Legal Services Corpora...  
86 S. Cumberland Street  
Thunder Bay, ON  
P7B 2V3

**Lee Brown**

---

**From:** Carol Kakegabon <ckakegabon@nanlegal.on.ca>  
**Sent:** Thursday, March 15, 2012 12:19 PM  
**To:** lbrown@nanlegal.on.ca  
**Subject:** New Address

FYI

My new address is **1405 Mary St. Thunder Bay On. P7E 4N2**

Thanks,

*Carol Kakegabon / Waabishkaa Migizi Gabaashet*

Talking Together Manager

Tel: (807) 474-4379

Fax: (807) 622-1096

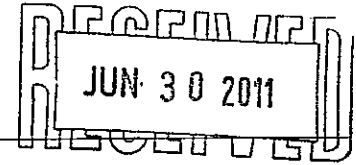
Email: [ckakegabon@nanlegal.on.ca](mailto:ckakegabon@nanlegal.on.ca)

This electronic transmission, including any accompanying attachments, contains confidential information that may be legally privileged and/or exempt from disclosure under applicable law. It is intended only for the use of the recipient(s) to whom it is addressed. Any disclosure, review, copying, other distribution of the contents of this communication or taking any action on its contents by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and permanently delete the copy you have received. Miigwech (Thank you)





Carol Kakegabon  
109 Redwood Ave. W. Thunder Bay, Ontario P0Z3  
(H) 807-285-0223 (C) 807-630-2285  
Email:ckakegabon@gmail.com



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### Profile

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- 14 years education & work experience within First Nation communities and organizations
- Ontario College of Teachers -member
- Counseled students at different levels to address self-esteem, poor academic performance and retention
- Counseled students regularly in accordance with IEP to meet specific goals and provided support with numerous students in short term crisis situation
- Assisted in organizing school counseling program and developed activities to implement program
- Experienced in program planning and leadership skills
- Organized, highly motivated and detail-directed problem solver
- Experience working with the cultural, traditional and spiritual teachings of the community & working with elders

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### Education

B.A. B.Ed., Concurrent Program May 1992 Lakehead University, Thunder Bay, Ontario

Special Education Part 1 August 2001 Lakehead University, Thunder Bay, Ontario

Guidance and Career Education Part 1 August 2009 Lakehead University, Thunder Bay, Ontario

Native Administrators Training Program, Anishinabek Education Institute UOI July 1994/95  
North Bay, Ontario

Principals of First Nations Schools, Six Nations Polytechnic Institute July 2005 & 2006  
Oshweken, Ontario

### Work Experience

2010 Talking Together Facilitator -Mediation / ADR Nishnawbe-Aski Legal Services Corporation

2007-2009 Elementary School Principal Long Lake #58/Ginoogaming First Nation

2004-2006 Elementary School Vice-Principal Long Lake #58/Ginoogaming First Nation

2002-2004 Teacher Long Lake #58/Ginoogaming First Nation

2001-2002 Scholars Learning Center Coordinator/Teacher Long Lake #58/Ginoogaming First Nation

1999-2000 Director of Education (Interim) Long Lake #58/Ginoogaming First Nation

1997-1999 Education Coordinator Long Lake #58/Ginoogaming First Nation .

1995-1996 Native Curriculum Consultant Long Lake #58/Ginoogaming First Nation/Superior  
North Catholic District School Board

1995 Supply Teacher Greenstone Superior District School Board & Catholic  
District School Board

1993-1995 Teacher/Lead Teacher Constance Lake First Nation

### Training

- Trauma Counselling For Front-Line Workers-Level 1
- Cultural Competency
- Basic and Advance Mediation/Family Group Conferencing
- Taking Care of Each Other's Spirit
- Family Violence Training
- Trauma Informed Interventions in Direct Services Setting
- Tribes
- High Risk Kids & Families

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### Relevant Experience & Accomplishments

#### *Education Coordinator/Education Director (interim)*

- Assisted in the establishment of an Education Authority, School Program and Physical Plant for two schools and provided support with an Alternative Education Program.
- Formulated and implemented orientation manuals, policies, guidelines and reports.
- Assisted in the budget operating needs within established guidelines.
- Network and liaise with school boards, private schools, communities, Indian and Northern Affairs Canada and other First Nation organizations.
- Developed and presented a Community Based Curriculum Guide K-12.
- Developed and distributed an Aboriginal Urban Resource Guide for the Thunder Bay area.
- Assisted the school board with hiring practices, train, supervise, place and evaluate staff.
- Facilitate, collaborate and assisted with systematic goal setting reflecting school authority, ministry priorities, school based initiatives, students and community needs.
- Developed and used a time management plan to focus on short and long term goals of the board including curriculum, cultural programs and lifelong learning of staff, students and community.

#### *Principal/Vice-Principal*

- Oversee operations and planning of daily school programming for 120 students and 28 staff.
- Direct and coordinate student support programs, curriculum programs, aboriginal programs and outreach support services.
- Provide training and support to all teaching and support staff.
- Assisted in the development of a team approach to Literacy & Numeracy goals of the school.
- Counseled students and staff throughout the school year.
- Assisted the principal with general administration, school programming and monitor day to day operations.
- Oversee recruitment and retention of school staff and students.

#### *Classroom Experience*

- Planned and instructed each subject area using a wide variety of teaching aids, motivational and implementation strategies to engage students in active learning under the requirements of the provincial curriculum.
- Incorporate resources and programs in the school curriculum.
- Facilitate EQAO testing and implement Literacy & Numeracy goals.
- Establish and organize classroom routine and implement classroom management strategies.

#### *Scholars Learning Centre Coordinator*

- Adhere to Scholars Learning Center policies regarding client satisfaction, instructor conduct, punctuality and confidentiality.
- Scheduled and conducted on-going parent conferences and teacher conferences.
- Administered diagnostic assessments and progress tests (CAT/2 & Peabody Vocabulary).
- Assembled student assessment files and administered progress assessments
- Monitor and update hourly Scholar prescriptions of student binders.
- Maintained monthly reports and send them to Head office and local Education Authority.
- Oversee daily operations and implement Scholars programming and policies.
- Monitor and train instructors.

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*References*

Ms. Arlene Dodge  
Special Projects Manager  
Nishnawbe-Aski Legal Corp.,  
Thunder Bay ON  
(W) 807-622-1413 or 621-3532  
email: [adodge@nanlegal.on.ca](mailto:adodge@nanlegal.on.ca)

Tracy Boissoneau  
Migizi Wazisin Elementary School  
Longlac, Ontario Thunder Bay, ON  
807-876-4482 or 807-876-9562  
[desbuzz@hotmail.com](mailto:desbuzz@hotmail.com)

Norm Sakamoto  
Education Consultant  
Thunder Bay, ON  
807-626-2232  
[nsakamoto@tbaytel.net](mailto:nsakamoto@tbaytel.net)



**SCANNED**

**CONTRACT**

This agreement made in duplicate this 17<sup>th</sup> day of October, 2012.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together/Program Manager")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby contracts with CAROL KAKEGABON to serve as a Talking Together/Program Manager. The following shall be the terms and conditions of this contract for service:

**1. TERMS OF REFERENCE**

- 1.1 The Talking Together/Program Manager undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement. .
- 1.2 The Talking Together/Program Manager will report to and be responsible to the Executive Director on a day to day basis, and for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together/Program Manager will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a total of 35 hours per work week (deemed as full-time) and such other times as may be required to carry out the functions of this work, with the prior written approval of her supervisor(s) on the day(s) in question.
- 1.4 The Talking Together/Program Manager agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 1.5 The Talking Together/Program Manager 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.

- 1.6 The Talking Together/Program Manager is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.
- 1.7 The Talking Together/Program Manager shall generally carry out the duties and responsibilities of this work from 150 City Road, Fort William First Nation, Thunder Bay, Ontario. Travel to NAN First Nations and communities throughout Ontario will 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 less than one year starting on April 1, 2012 and ending on March 31, 2013. The Talking Together/Program Manager agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Talking Together/Program Manager for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the Talking Together/Program Manager with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the Agreement beyond March 31, 2013 shall be deemed to be notice of the termination/expiration of this Contract.
- 2.3 The Talking Together/Program Manager's performance shall be reviewed by the Executive Director. The Talking Together/Program Manager will receive an evaluation after three months of the execution of this Agreement, pursuant to the probation requirements in the Personnel Policy, identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together/Program Manager at any time during the course of this Agreement if it is deemed to be necessary.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 **Contract Amount**  
The Talking Together/Program Manager shall be paid a fixed salary of \$55,000.00 per year, and such salary shall be paid bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 **Benefits**  
Nishnawbe Aski Legal Services Corporation shall provide the Talking Together/Program Manager with;
  - 1) Vacation Leave (pursuant to the NALSC Personnel Policies and Procedures Manual).
  - 2) Earned Sick Leave pursuant to the NALSC Personnel Policies and Procedures Manual.
  - 3) Great West Life Group Benefits (pursuant to the NALSC Group Plan).
  - 4) Great West Life RRSP Plan.



3.3 Travel Expenses

The Talking Together/Program Manager 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 his supervisors or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required)
- 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 for any reason without notice.

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 Talking Together/Program Manager of two weeks' pay in lieu of notice, inclusive of benefits.

4.3 The Talking Together/Program Manager hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Talking Together/Program Manager's services are provided are dependent on the provision of continued funding by the Ministry of Children and Youth Services or any other agency or Ministry that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, then this Agreement will be terminated.

5. CONFIDENTIALITY

5.1 The Talking Together/Program Manager 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 the Talking Together/Program Manager 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 Talking Together/Program Manager 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 contract entitling NALSC to terminate this agreement without notice.

**6. CONFLICT OF INTEREST**

6.1 The Talking Together/Program Manager 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.

7.2 The rights of the Talking Together/Program Manager 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 Talking Together/Program Manager and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together/Program Manager 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 Talking Together/Program Manager shall be sufficiently given if delivered to the Talking Together/Program Manager personally or if mailed by registered mail to the employee'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 Talking Together/Program Manager.

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 Talking Together/Program Manager 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.

*N*  
*November* ~~IN~~ WITNESS WHEREOF the Parties have duly executed this Agreement this *14<sup>th</sup>* day of ~~October~~, 2012 in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
WITNESS

*Carol Kakegabon*  
CAROL KAKEGABON

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per. *Mary Jean Robinson*  
Mary Jean Robinson, Acting Executive Director

I have authority to bind the corporation.

**CONTRACT**

This agreement made in duplicate this 17<sup>th</sup> day of October, 2012.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together/Program Manager")

**OF THE SECOND PART**

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- 1.1 The Talking Together/Program Manager undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement. .
- 1.2 The Talking Together/Program Manager will report to and be responsible to the Executive Director on a day to day basis, and for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together/Program Manager will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a total of 35 hours per work week (deemed as full-time) and such other times as may be required to carry out the functions of this work, with the prior written approval of her supervisor(s) on the day(s) in question.
- 1.4 The Talking Together/Program Manager agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 1.5 The Talking Together/Program Manager 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.

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*November* IN WITNESS WHEREOF the Parties have duly executed this Agreement this <sup>14</sup>~~17~~<sup>th</sup> day of ~~October~~, 2012 in the City of Thunder Bay, in the Province of Ontario.


SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
WITNESS

  
CAROL KAKEGABON

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

Per   
Mary Jean Robinson, Acting Executive Director

I have authority to bind the corporation.

## Carol Kakegabon

---

**From:** Jennifer McKenzie <jmckenzie@nanlegal.on.ca>  
**Sent:** Wednesday, October 17, 2012 4:40 PM  
**To:** Carol Kakegabon  
**Cc:** Celina Reitberger  
**Subject:** Your Contract 2012-2013  
**Attachments:** Contract Carol Kakegabon 2012-2013.doc

Hi Carol:

I have your contract here signed by Mary Jean, now all we need is your signature.

JENNIFER MCKENZIE | Executive Assistant | Tel: 807-622-1413 | Fax: 807-622-3024 | E-mail: [jmckenzie@nanlegal.on.ca](mailto:jmckenzie@nanlegal.on.ca)  
NISHNAWBE-ASKI LEGAL SERVICES CORPORATION | 86 S. Cumberland Street, Thunder Bay, Ontario, P7B 2V3 | 1-800-465-5581 | [www.nanlegal.on.ca](http://www.nanlegal.on.ca)



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Carol Kattegabon

**Lee Brown**

---

**From:** Celina M. Reitberger <creitberger@nanlegal.on.ca>  
**Sent:** Monday, November 05, 2012 4:12 PM  
**To:** Lee Brown  
**Subject:** Carol K

Her salary is now \$55,000. Effective this pay period. Letter to follow.

Sent from my iPhone

PR#23  
(Oct 22)

-----  
No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2013.0.2742 / Virus Database: 2617/5875 - Release Date: 11/05/12

**CONTRACT**

This agreement made in duplicate this 17<sup>th</sup> day of October, 2012.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**CAROL KAKEGABON**  
(hereinafter referred to as the "Talking Together/Program Manager")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby contracts with CAROL KAKEGABON to serve as a Talking Together/Program Manager. The following shall be the terms and conditions of this contract for service:

**1. TERMS OF REFERENCE**

- 1.1 The Talking Together/Program Manager undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement.
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- 1.3 **Hours of Work/Accessibility**  
The Talking Together/Program Manager will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a total of 35 hours per work week (deemed as full-time) and such other times as may be required to carry out the functions of this work, with the prior written approval of her supervisor(s) on the day(s) in question.
- 1.4 The Talking Together/Program Manager agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 1.5 The Talking Together/Program Manager 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.

- 1.6 The Talking Together/Program Manager is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.
- 1.7 The Talking Together/Program Manager shall generally carry out the duties and responsibilities of this work from 150 City Road, Fort William First Nation, Thunder Bay, Ontario. Travel to NAN First Nations and communities throughout Ontario will 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 less than one year starting on April 1, 2012 and ending on March 31, 2013. The Talking Together/Program Manager agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Talking Together/Program Manager for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the Talking Together/Program Manager with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the Agreement beyond March 31, 2013 shall be deemed to be notice of the termination/expiration of this Contract.
- 2.3 The Talking Together/Program Manager's performance shall be reviewed by the Executive Director. The Talking Together/Program Manager will receive an evaluation after three months of the execution of this Agreement, pursuant to the probation requirements in the Personnel Policy, identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together/Program Manager at any time during the course of this Agreement if it is deemed to be necessary.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 **Contract Amount**  
The Talking Together/Program Manager shall be paid a fixed salary of \$55,000.00 per year, and such salary shall be paid bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 **Benefits**  
Nishnawbe Aski Legal Services Corporation shall provide the Talking Together/Program Manager with;
- 1) Vacation Leave (pursuant to the NALSC Personnel Policies and Procedures Manual).
  - 2) Earned Sick Leave pursuant to the NALSC Personnel Policies and Procedures Manual.
  - 3) Great West Life Group Benefits (pursuant to the NALSC Group Plan).
  - 4) Great West Life RRSP Plan.

3.3 Travel Expenses

The Talking Together/Program Manager 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 his supervisors or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required)
- 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 for any reason without notice.

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 Talking Together/Program Manager of two weeks' pay in lieu of notice, inclusive of benefits.

4.3 The Talking Together/Program Manager hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Talking Together/Program Manager's services are provided are dependent on the provision of continued funding by the Ministry of Children and Youth Services or any other agency or Ministry that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, then this Agreement will be terminated.

5. CONFIDENTIALITY

5.1 The Talking Together/Program Manager 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 the Talking Together/Program Manager 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 Talking Together/Program Manager 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 contract entitling NALSC to terminate this agreement without notice.

6. CONFLICT OF INTEREST

6.1 The Talking Together/Program Manager 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.

7.2 The rights of the Talking Together/Program Manager 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 Talking Together/Program Manager and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together/Program Manager 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 Talking Together/Program Manager shall be sufficiently given if delivered to the Talking Together/Program Manager personally or if mailed by registered mail to the employee'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 Talking Together/Program Manager.

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 Talking Together/Program Manager 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.

*10/12/2012* IN WITNESS WHEREOF the Parties have duly executed this Agreement this <sup>14<sup>th</sup></sup> day of October, 2012 in the City of Thunder Bay, in the Province of Ontario.

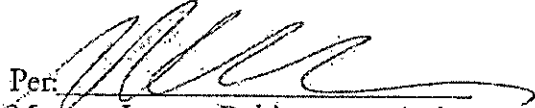
SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

  
CAROL KAKEGABON

NISHNAWBE-ASKI LEGAL  
SERVICES CORPORATION

Per:   
Mary Jean Robinson, Acting  
Executive Director

I have authority to bind the  
corporation.



**Nishnawbe-Aski Legal Services**  
Corporation

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LPCLP-Δᓂ

November 19, 2014

Carol Kakegabon  
1935 Fredrica Street West  
Thunder Bay, ON  
P7E 6T5

**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  
www.nanlegal.on.ca



**Head Office:**

150 City Road  
Fort William First Nation  
Thunder Bay, Ontario  
P7J 1J7

**Re: Salary Increase**

Talking Together has approved a 1.35 % increase to those staff who are employed full time and under the Talking Together Program budget.

NALSC is pleased to inform you that you will be receiving an increase retroactive to April 1, 2014.

You will receive your retro pay on Payroll #24, and the following payrolls will be adjusted accordingly. Your base salary was increased from \$56,640.00 to \$57,404.64 per annum.

For those of you registered in the Retirement Savings plan, there will be an adjustment as well.

Sincerely,

Mary Bird  
Area Director

CC: PERSONNEL FILE

Nishnawbe-Aski Legal Services

150 City Road  
 Fort William First Nation  
 Thunder Bay, ON P7J 1J7

KAKEGABON, CAROL  
 1935 FREDRICA STREET WEST  
 Thunder Bay, ON P7E 6T5

Direct Deposit Payment Advice

Period : Nov 1, 2014 to Nov 14, 2014      Payment Date : Nov 20, 2014      DD427-013

Paycode	Straight	OT 1.5	OT 2.0	Pay Rate	Current	YearToDate
Salary . . . . .	66.50			31.5411	2,097.48	50,708.76
Retro Pay. . . . .					470.55	470.55
					2,568.03	51,179.31

Accrual	Opening	Accrued	Released	Balance
BEREAVEMNT . . . . .	-14.00			-14.00 HOURS
Mgmt Leave . . . . .	42.00			42.00 Hours
Sick Time . . . . .	74.50			74.50 Hours
Vac Days . . . . .	0.13			0.13 Days

Government Deductions	YearToDate
CPP . . . . .	32.80 . 2,425.50
EI . . . . .	0.00 . 913.68
Tax . . . . .	0.00 . 0.00
<b>TOTAL . . . . .</b>	<b>32.80 . 3,339.18</b>

Cheque Totals	YearToDate
Wages . . . . .	2,568.03 . 51,179.31
Deductions . . . . .	381.84 . 5,195.06
Government . . . . .	32.80 . 3,339.18
<b>NET PAY . . . . .</b>	<b>2,153.39 . 42,645.07</b>

Paycode	Current	YearToDate
Benefits		
FAA Ben. . . . .	125.85	2,948.97
<b>TOTAL . . . . .</b>	<b>125.85</b>	<b>2,948.97</b>

Deductions	Current	YearToDate
FAA . . . . .	125.85	2,948.97
Travel Adv . . . . .	5.99	989.21
PayAdvance . . . . .	250.00	1,000.00
MISC . . . . .	0.00	256.88
<b>TOTAL . . . . .</b>	<b>381.84</b>	<b>5,195.06</b>

Carol H

## Carol Kakegabon

---

**From:** Jennifer McKenzie <jmckenzie@nanlegal.on.ca>  
**Sent:** Wednesday, October 17, 2012 4:40 PM  
**To:** Carol Kakegabon  
**Cc:** Celina Reitberger  
**Subject:** Your Contract 2012-2013  
**Attachments:** Contract Carol Kakegabon 2012-2013.doc

Hi Carol:

I have your contract here signed by Mary Jean, now all we need is your signature.

JENNIFER MCKENZIE | Executive Assistant | Tel: 807-622-1413 | Fax: 807-622-3024 | E-mail: [jmckenzie@nanlegal.on.ca](mailto:jmckenzie@nanlegal.on.ca)  
NISHNAWBE-ASKI LEGAL SERVICES CORPORATION | 86 S. Cumberland Street, Thunder Bay, Ontario, P7B 2V3 | 1-800-465-5581 | [www.nanlegal.on.ca](http://www.nanlegal.on.ca)



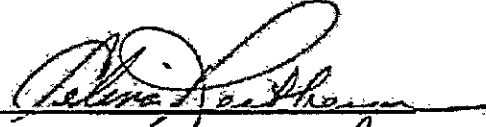
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**NISHNAWBE-ASKI LEGAL SERV. CORP.**  
**PROPOSED SALARY INCREASE - TALK MANAGER**  
**TALK PROGRAM**

**SALARY INCREASE RETRO TO APRIL 2014:**

CAROL KAKEGABON	Current SALARY	Salary Increase (%)	Total Salary Increase (\$)	New Annual Salary	Retro Pay April 1/14 to February 6/15
RETRO PAY RECEIVED - OCTOBER 2014	\$ 56,640.00	1.35%	754.64	\$ 57,404.64	\$ 470.55
SALARY INCREASE - FEBRUARY 2014	\$ 56,640.00		\$ 3,360.00	60,000.00	\$ 2,972.31
			LESS: PREVIOUS RETRO RECEIVED (ABOVE)		\$ 470.55
<b>Total Retro Pay - April 1st, 2014 to February 6th, 2015</b>					<b>\$ 2,501.76</b>

Approved:   
 Date: Feb. 24/15  
 11

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**CCCN transfer to TALK**

Administrative Assistant	\$	3,000.00	
Coordinator		8,290.00	
			\$ 11,290.00

TO BE EXPENSED AS LISTED BELOW:

Zelda	1,500.00	**TO BE PAID PR#24 - DEC. 1 /16
Carol	3,000.00	TO BE PAID BI-WEEKLY
TALK Training	6,790.00	
		\$ 11,290.00

**CAROL'S BI-WEEKLY CALCULATION:**

AMOUNT/PP	RETRO TO APR. 1/16	RETRO PAY-PR#13
\$3000/26	5 PAY PERIODS	\$ 576.92

In addition, NALSC will receive \$11,900.00 in Management Fees from the CCCN Program for 2016/17 - It is being recommended that \$6,000.00 of this be transferred to LAO Wages to cover the cost for staff time that is spent on CCCN program. This amount would then be paid to staff as a one-time payment in December for the additional work that is done in administering the CCCN Program.

CCCN Management Fees transfer to LAO Wages	\$	4,000.00
--	----	----------

**One-Time salary payout for 2016/17 for administering the CCCN Program**

Finance Clerk	1,000.00	**TO BE PAID PR#24 - DEC. 1 /16
Travel Clerk	1,000.00	**TO BE PAID PR#24 - DEC. 1 /16
Financial Controller	1,000.00	**TO BE PAID PR#24 - DEC. 1 /16
Executive Director	1,000.00	**TO BE PAID PR#24 - DEC. 1 /16
		\$ 4,000.00

*Approved*  
*[Signature]*  
 June 23/16

**CCCN PROGRAM - 2015/16 SURPLUS**

The CCCN program has an **estimated a surplus of about \$18,500.00** at March 31, 2016 (Income Statement attached). In discussions with Tammy Giesler, Program Manger for the CCCN program, she advised that it would be ok for this surplus was used to pay staff for administering the CCCN program. In discussion with the Auditors, NALSC was advised to move the surplus into NALSC's "Unrestricted" budget as additional Management Fees and be paid out to staff as one-time salary payments for administering the program. Listed below is the calculation that is being recommended for payment.

\$2,500.00 - 2015/16 Wage Accrual per audit.

\$7,000.00 - to be transferred to 2016/17 TALK budget to assist with wages for Trainer

\$9,000.00 - to be paid out to staff for administering the CCCN program

**2015/2016 Estimated Suplus - CCCN:**

2015/16 Estimated Surplus	PROPOSED DISTRIBUTION OF SURPLUS			Total Surplus
	2015-16 Accrued Wages (estimated)	Carry forward to 2016/17 TALK Budget	Amount to be Paid to Staff as One-Time payment (below)	
\$ 18,500.00	\$ 2,500.00	\$ 7,000.00	\$ 9,000.00	\$ 18,500.00

<b><u>EMPLOYEE PAYOUT DISTRIBUTION:</u></b>		
Employee	One-Time Payment For Administering the CCCN Program for 2015/16 Amount per Employee	Amount to be Paid to Staff as One-Time payment
Celina	\$ 1,000.00	\$ 9,000.00
Marlene	\$ 1,500.00	
Tara	\$ 1,500.00	
Marcelline	\$ 1,500.00	
Carol	\$ 1,500.00	
Zelda	\$ 2,000.00	

*Approved*  
*Cherlynn*  
 June 22/16.



# Nishnawbe-Aski Legal Services Corporation

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February 07, 2020

ORIGINAL

Carol Buswa  
114 Mission Rd, FWFN  
Thunder Bay, ON P7J 1K5

RECEIVED FEB 12 2020

## Mailing Address:

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

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

Email: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website:  
<http://www.nanlegal.on.ca>



## Head Office:

109 Mission Rd, Fort William  
First Nation, ON P7J 1K7

## Private and Confidential

Dear Carol,

This letter is to recognize the addition of **Office Manager** duties to your Talking Together Manager role. Along with the change in your role, Nishnawbe-Aski Legal Services Corporation will be increasing your yearly salary by **\$5000**. This change will be effective **January 31, 2020**.

This addition of these duties is subject to a **six-month** probationary period, at which time the Executive Director will review and decide whether there is a need to extend.

Carol, please review your newly assigned duties with your Manager to ensure you are aware of your new responsibilities. Attached is your revised Job description for your review.

Congratulations on your new duties!

Sincerely,

**Nishnawbe-Aski Legal Services Corporation**



Colette Shwetz  
Human Resource Manager

accepted: Monday February 10, 2020  
CBuswa



<b>TITLE:</b> Talking Together Program/Office - Manager	<b>DEPT:</b> Talking Together Program & Administration
<b>REFERENCE:</b> JD-TTP/ADM-01	<b>PAGES:</b> 2
<b>DEVELOPED:</b> Jan 13, 2020 revised – Jan 30, 2020	<b>APPROVED:</b> Pending

## **TALKING TOGETHER PROGRAM/OFFICE - MANAGER – JOB DESCRIPTION**

### **Summary**

Under the supervision of the Executive Director, the Talking Together Program/Office - Manager is responsible for the administration and management of the Talking Together Program and its development, and the planning and overseeing of Office Management and services for the corporation. This includes coordinating and communicating Office Management functions, Thunder Bay reception support duties, shipping and receiving, supplies and stationery, and facilities and building management.

### **Duties & Responsibilities – Talking Together Program**

- Supervise the day to day activities of the Talking Together Program staff
- Lead in the further development of the Program
- Provide and submit quarterly reports and stats to the Ministry of Children & Youth Services
- Provide ongoing training opportunities for the Talking Together Facilitators
- Implement a comprehensive evaluation of the Talking Together Program
- Manage and supervise the budgetary expenditures
- Organize and chair bi-monthly meetings/conference calls of the Talking Together Program Advisory Committee
- Organize and review client files of all Talking Together Facilitators bi-monthly
- Work with and assist communities in projects geared to Talking Together initiatives
- Travel to communities to promote and evaluate the Talking Together Program
- Supervise the development of promotional materials and oversee their distributions
- Promote the Talking Together Program through news articles and radio broadcasts
- Report to the Executive Director and participate as a member of the Management team
- Report to the Board of Directors quarterly and the NAN Chiefs in Assembly annually
- Such other duties as may be requested from time to time to further the Program.

### **Administration and Supervision**

- Assist with the review and administration of Funding Agreements
- Obtain and input program budget information and datum
- Review Program (s) budgets for financial management purposes



- Verify program financial data reports prepared
- Maintain a suitable filing system for the program(s) and individual expense staff records
- Supervise appropriate file management procedures, file closure and document shredding in compliance with appropriate policy and/or statutory requirements
- Provide supervision and support to Program staff

## **Financial Responsibility and Decision Making**

- Program administration ensuring the timely processing of timesheets, confirming and verifying travel claims and schedules, ensuring the completion of all reporting requirements (both Program and financial) statistics; conducts case supervisions and reviews and liaises with collateral service providers
- Program management assuring personnel management and administration; provides supervision and quality assurance (Program evaluations and reviews) I arranges for all facilitation training and certification; develops and effectuates all Program protocols; and liaises with funding agents;
- Such other duties as may be requested from time to time to further the Program

## **Duties and Responsibilities – Office Management**

- Carries out administrative activities associated with day to day Office Management operations and services of the corporation
- Works with Managers to plan, organize and develop office management procedures
- Co-ordinates and plan for office services, such as equipment, supplies, disposal of assets, parking, maintenance and security services
- Supports the Executive Director with building maintenance as needed
- Provides oversight of inbound/outbound mail, including priority post, packages, courier services, and other correspondence
- Manages telephone systems, messages and inquiries as needed
- Coordinates with A/P Clerk to ensure office has adequate supplies of office stationery, general office supplies, office furniture, and other equipment
- Assists in the management of building security, such as the assignment of keys and alarm codes for approved personnel
- Works with JHSC in ensuring the office facilities are in compliance with safety regulations, such as local fire codes, handicap access, other laws together with Health & Safety Committee.
- All other duties as may be requested from time to time to support Office management

## **Accountability and Supervision**

- Accountable to the Executive Director



## Colette Shwetz

---

**From:** Carol Buswa  
**Sent:** July 8, 2020 3:15 PM  
**To:** Colette Shwetz  
**Cc:** Irene Linklater  
**Subject:** Re: Office Manager Position - Extension

RECEIVED JUL 08 2020

Good Day,

Please find this email as an acceptance to the Office Manager extension.

Thank You,

Carol Buswa

P.s. my address is 4-1055 Chippewa Rd Tbay P7J 1J1

Get [Outlook for iOS](#)

---

**From:** Colette Shwetz <cshwetz@nanlegal.on.ca>  
**Sent:** Wednesday, July 8, 2020 12:46:11 PM  
**To:** Carol Buswa <cbuswa@nanlegal.on.ca>  
**Cc:** Irene Linklater <llinklater@nanlegal.on.ca>  
**Subject:** Office Manager Position - Extension

Hello Carol,

Please see the attached letter offering you a 4-month extension to your added duties as Office Manager in the Thunder Bay Office. Please let me know if you agree to the proposed extension and I will proceed with filing the letter in your personnel file and notifying finance.

Let me know if you have any questions or concerns. I look forward to hearing from you.

Thanks,

Colette Shwetz

Human Resource Manager

### [Nishnawbe-Aski Legal Services Corporation](#)

Unit 100, 1805 Arthur St E, Thunder Bay, ON, P7E 2R6

Tel: (807) 622-1413 Ext 7714

Toll Free: 1-800-465-5581

Fax: (807) 622-3024

Email: [cshwetz@nanlegal.on.ca](mailto:cshwetz@nanlegal.on.ca)

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## Colette Shwetz

---

**From:** Irene Linklater  
**Sent:** December 11, 2019 9:59 AM  
**To:** Tara Thompson  
**Cc:** Colette Shwetz  
**Subject:** Board decisions December 10, 2019

Hi Tara and Colette (HR):

There were 2 **IN CAMERA** agenda items on the BOARD Meeting December 10, 2019.

The Board review, discussion and decisions:

On proposed Program Manager salary increase submissions for staff that have recently been presented to the Board of Directors for consideration in accordance with the NALSC policies that salary increases is a decision of the Board, the Board affirmed that since the Board has approved the annual NALSC Funder Program Budgets that includes the staff wages, that this be implemented from the start of the fiscal year.  
Decision by Consensus. (only this section will be in the MINUTES)

Talking Together Program:

Carol Buswa to increase from \$60,000 to \$65,000

Heather Napash to increase from \$45,000 to \$49,000

Zelsa Watt to increase from 44,386 to 47,000

Indigenous Bail Worker – (now IB Coordinators)

To realign compensation for Indigenous Bail Workers (now IB Coordinators) in Timmins and Sioux Lookout with and annual salary increase from \$50,000 to \$51,000.

MOTION:

The Board approves the position titles and job descriptions changes to the following NALSC Programs;  
The *Talking Together Program - Program Administrative Assistant* to that of **Talking Together Program Assistant/Coordinator**; and  
The *Indigenous Bail Worker* to **Indigenous Bail Coordinator**.  
(only this section will be in the MINUTES)

Miigwetch

Irene







**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
REQUEST FOR FLEXIBLE SUMMER HOURS**

**E-MAILED**

Name of Employee:	Carol Buswa
Position:	T.T.M.
Date of Request:	

**Flexible Hours Period:**

FROM 4 07 2016 TO 30 08 2016  
 Day Month Year Day Month Year

**Flexible Hour Work Schedule (from June 17 – August 30).**

(Hours of work must be the same for the entire summer). Employees must work Monday to Friday for a total of 35 hours per week. This schedule is available for full-time and contract staff only.

The hours of work for the Receptionist and the summer students shall remain from 9:00 a.m. to 5:00 p.m. Monday to Friday.

All staff must have this request approved by your immediate manager/supervisor prior to commencing flexible hours. Each department manager/supervisor shall ensure that there is someone available to answer any inquiries during the regular business hours (9:00 a.m. to 5:00 p.m. daily).

Option Selection Below		Please √ (one option only)
Option #1	8:00 a.m. – 4:00 p.m. (1 hour lunch)	
Option #2	8:30 a.m. – 4:00 p.m. (1/2 hour lunch)	✓
Option #3	8:30 a.m. – 4:30 p.m. (1 hour lunch)	
Option #4	9:00 a.m. – 4:30 p.m. (1/2 hour lunch)	
Option #5	9:00 a.m. – 5:00 p.m. (1 hour lunch)	

CBuswa  
 Employee's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Approval by Manager (Approval by Executive Director for Management Submissions)

\_\_\_\_\_  
 Date



**From:** Celina Reitberger <creitberger@nanlegal.on.ca>  
**Sent:** Monday, June 27, 2016 4:42 PM  
**To:** 'Jeff Robert'  
**Cc:** 'carol buswa '  
**Subject:** FW: Request for Flex Summer Hrs  
**Attachments:** Request for Flex Summer Hrs.pdf

Approved.

-----Original Message-----

**From:** carol buswa [mailto:cbuswa@nanlegal.on.ca]  
**Sent:** Monday, June 27, 2016 4:35 PM  
**To:** 'Celina Reitberger' <creitberger@nanlegal.on.ca>  
**Subject:** FW: Request for Flex Summer Hrs

-----Original Message-----

**From:** carol buswa [mailto:cbuswa@nanlegal.on.ca]  
**Sent:** Monday, June 27, 2016 3:03 PM  
**To:** 'Celina Reitberger' <creitberger@nanlegal.on.ca>  
**Subject:** FW: Request for Flex Summer Hrs

For approval.

cb

-----Original Message-----

**From:** xerox@nanlegal.on.ca [mailto:xerox@nanlegal.on.ca]  
**Sent:** Monday, June 27, 2016 2:43 PM  
**To:** Buswa, Carol <cbuswa@nanlegal.on.ca>  
**Subject:** Request for Flex Summer Hrs

Please open the attached document.

Attachment File Type: pdf, Multi-Page

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Carol Kakegabon

**From:** Mary Jane <mjmetatawabin@nanlegal.on.ca>  
**Sent:** Tuesday, December 17, 2013 4:31 PM  
**To:** Carol Kakegabon  
**Subject:** Re: Taking Together Case Approval

Request for leave. I have accumulated overtime hours from travel from the past justice conference Nov 18-22, 2013. I have at least 23 hrs. left and my personal matter. I need an apt. i have provided notice of my apt. in chapleau. I thought i had an apt. here in timmins now i am in limbo. Then i have to be back here right after the new year and i just do not feel comfortable floating homeless in Timmins for two weeks all the family homes are full. I have my luggage so I am requesting if I can leave tomorrow. evelyn Boissoneault is leaving for chapleau to morrow morning at 7 am. I could catch a ride with her and spent the day in court with her. These are my thoughts. I have to store my belongings if i cannot get the apt or if it is not rented yet. That is my request.

For your informantion I have an upcoming IAP Hearing in Brantford ON on January 28, 2014.  
So many things happening. It feels like I went and opened the pandora box and met the pendulum shift!  
Wachay and thank you.

----- Original Message -----

**From:** "Carol Kakegabon" <ckakegabon@nanlegal.on.ca>  
**Sent:** 12/17/2013 12:57:26 PM  
**To:** mjmetatawabin@nanlegal.on.ca, zwatt@nanlegal.on.ca  
**Subject:** RE: Taking Together Case Approval

TTR#424 David Tookate-Approved December 17, 2013

CK

P.S Please follow up with referral and fill in missing information

Miigwech/Thanks

-----Original Message-----

**From:** mjmetatawabin@nanlegal.on.ca [mailto:mjmetatawabin@nanlegal.on.ca]  
**Sent:** Tuesday, December 17, 2013 12:33 PM  
**To:** ckakegabon@nanlegal.on.ca; zwatt@nanlegal.on.ca  
**Subject:** Taking Together Case Approval

Please approve Case number: 424

Details: HN - Morgan Tookate is the child of David Tookate and step-mother of Lucy Solomon. Currently Morgan is in care with her grandmother. NEOFACS (Timmins) has an open file with this family and Grandmother, Stella, has contacted NEOFACS for support. Stella is requesting a TTC. I tried to call Stella at #705 221 7445, and wasn't successful. I wanted to follow up to answer the following questions like the child's DOB and the CAS Workers name. Stella has provided a list of community resources/participants for the TTC.

<http://nandata.ca/TTP/approve.php?UserID=10&CaseID=424>

(X3)

**Carol Kakegabon**

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**From:** Mary Jane <mjmetatawabin@nanlegal.on.ca>  
**Sent:** Tuesday, December 17, 2013 4:14 PM  
**To:** Carol Kakegabon  
**Subject:** request for leave

wachay I have ovetime hours accumulated from travel to thunder Bay from Nov.18-22, 2013 and I would like to use them. I have a personal matter to attend to. i had given notice of my apt. and now I do not have an apt. to rent here in Timmins. I really need to move my belongings elsewhere. It is really stressful. I feel totally homeless unless i talk to the landlord directly. So there that is my reasoning. Homeless in Timmins, Ontario. And no, I do want to be in the womens crisis center. So please respond to the request.

Wachay and thank you. I have approx. 23 hours.

I used the other ones for one day for beareavement and one for a sick day. Then the residential school IAP hearing.  
<wachay

ps.I can catch a ride with evelyn she is leaving for chapleau in the morning for court i could even work that day with her and stay after. I cannot get a car rental my address is still in chapleau. thanx for listening!

---- Original Message ----

**From:** "Carol Kakegabon" <ckakegabon@nanlegal.on.ca>  
**Sent:** 12/17/2013 12:57:26 PM  
**To:** mjmetatawabin@nanlegal.on.ca, zwatt@nanlegal.on.ca  
**Subject:** RE: Taking Together Case Approval

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**Sent:** Tuesday, December 17, 2013 12:33 PM  
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**Subject:** Taking Together Case Approval

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<http://nandata.ca/TTP/approve.php?UserID=10&CaseID=424>

3

**Carol Kakegabon**

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**From:** MaryJane Metatawabin <maryjanemetatawabin@gmail.com>  
**Sent:** Friday, December 20, 2013 12:17 PM  
**To:** Carol Kakegabon  
**Subject:** Re: Request for Leave for Dec 19-20, 2013

I am off sick today fell down day before yesterday and inured my back by my tailbone. Just taking it easy.  
Yet i can come in on dec.23, 2013 on Monday for the day if its is agreeable with you. Let me know. thank you have a good day wachay  
ps  
resend the evaluation cannot open.

On 18 December 2013 16:11, Carol Kakegabon <[ckakegabon@nanlegal.on.ca](mailto:ckakegabon@nanlegal.on.ca)> wrote:

Dear Mary Jane,

This email is in regard to your request for leave where you indicated that you have 23 hours O.T. accumulated. Our records indicate an accumulation of 4.5 hours and as per the attached memo from Marceline Muckuck Travel Clerk Over time hours were not applicable during the Summit Conference in November.

Therefore, if you should take an absence from your workplace it will have to be without pay.

Please Advise.

Carol K.

Produced on: OCT 10 2012

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Print This Page

**Revise Employee - Confirmation**

Policy: 106790  
Employee ID: 120  
Effective Date: OCT 15 2012

The following enrollment information for **Carol Kakegabon** has been successfully updated.

**Employee Information:**

Earnings/Frequency: \$54,000.00 Annually  
Tax Exempt? Yes  
Dependant Name on Drug Card: NARCISSE KAKEGABON

If an "Employee Change Form" was completed for reasons other than a beneficiary change, keep the original signed form in a secure location. It may be required to support future benefit payments under your plan.

If the "Employee Change Form" includes a change in beneficiary the form must be signed and dated in ink and mailed to Great-West's Head Office. It may be required to support future benefit payments under your plan.

If the Beneficiary Information maintained on Great-West's system differs from the "Application for Group Coverage Form" or "Employee Change Form", the information on the forms will prevail.

[Return to Maintain/Inquire on Employee Page](#)[Return to Enrollment Home Page](#)[View In-Force Premium and Taxes](#)[\[ Help \]](#)

This site contains confidential information. It is intended for plan administration purposes only and may be viewed only by authorized personnel.

For inquiries on **GroupNet**, email us at **GROUPNET Help Desk** or call 1-800-665-2648.

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# Nishnawbe-Aski Legal Services Corporation

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L'PCLP-Δᐱ

February 07, 2020

Carol Buswa  
114 Mission Rd, FWFN  
Thunder Bay, ON P7J 1K5

**Private and Confidential**

Dear Carol,

This letter is to recognize the addition of **Office Manager** duties to your Talking Together Manager role. Along with the change in your role, Nishnawbe-Aski Legal Services Corporation will be increasing your yearly salary by **\$5000**. This change will be effective **January 31, 2020**.

This addition of these duties is subject to a **six-month** probationary period, at which time the Executive Director will review and decide whether there is a need to extend.

Carol, please review your newly assigned duties with your Manager to ensure you are aware of your new responsibilities. Attached is your revised Job description for your review.

Congratulations on your new duties!

Sincerely,

**Nishnawbe-Aski Legal Services Corporation**



Colette Shwetz  
Human Resource Manager

*accepted: Monday February 10, 2020*  
*CBuswa*

**Mailing Address:**

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

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

Email: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website:

<http://www.nanlegal.on.ca>



**Head Office:**

109 Mission Rd, Fort William  
First Nation, ON P7J 1K7





<b>TITLE:</b> Talking Together Program/Office - Manager	<b>DEPT:</b> Talking Together Program & Administration
<b>REFERENCE:</b> JD-TTP/ADM-01	<b>PAGES:</b> 2
<b>DEVELOPED:</b> Jan 13, 2020 revised – Jan 30, 2020	<b>APPROVED:</b> Pending

## **TALKING TOGETHER PROGRAM/OFFICE - MANAGER – JOB DESCRIPTION**

### **Summary**

Under the supervision of the Executive Director, the Talking Together Program/Office - Manager is responsible for the administration and management of the Talking Together Program and its development, and the planning and overseeing of Office Management and services for the corporation. This includes coordinating and communicating Office Management functions, Thunder Bay reception support duties, shipping and receiving, supplies and stationery, and facilities and building management.

### **Duties & Responsibilities – Talking Together Program**

- Supervise the day to day activities of the Talking Together Program staff
- Lead in the further development of the Program
- Provide and submit quarterly reports and stats to the Ministry of Children & Youth Services
- Provide ongoing training opportunities for the Talking Together Facilitators
- Implement a comprehensive evaluation of the Talking Together Program
- Manage and supervise the budgetary expenditures
- Organize and chair bi-monthly meetings/conference calls of the Talking Together Program Advisory Committee
- Organize and review client files of all Talking Together Facilitators bi-monthly
- Work with and assist communities in projects geared to Talking Together initiatives
- Travel to communities to promote and evaluate the Talking Together Program
- Supervise the development of promotional materials and oversee their distributions
- Promote the Talking Together Program through news articles and radio broadcasts
- Report to the Executive Director and participate as a member of the Management team
- Report to the Board of Directors quarterly and the NAN Chiefs in Assembly annually
- Such other duties as may be requested from time to time to further the Program.

### **Administration and Supervision**

- Assist with the review and administration of Funding Agreements
- Obtain and input program budget information and datum
- Review Program (s) budgets for financial management purposes

- Verify program financial data reports prepared
- Maintain a suitable filing system for the program(s) and individual expense staff records
- Supervise appropriate file management procedures, file closure and document shredding in compliance with appropriate policy and/or statutory requirements
- Provide supervision and support to Program staff

## **Financial Responsibility and Decision Making**

- Program administration ensuring the timely processing of timesheets, confirming and verifying travel claims and schedules, ensuring the completion of all reporting requirements (both Program and financial) statistics; conducts case supervisions and reviews and liaises with collateral service providers
- Program management assuring personnel management and administration; provides supervision and quality assurance (Program evaluations and reviews) | arranges for all facilitation training and certification; develops and effectuates all Program protocols; and liaises with funding agents;
- Such other duties as may be requested from time to time to further the Program

## **Duties and Responsibilities – Office Management**

- Carries out administrative activities associated with day to day Office Management operations and services of the corporation
- Works with Managers to plan, organize and develop office management procedures
- Co-ordinates and plan for office services, such as equipment, supplies, disposal of assets, parking, maintenance and security services
- Supports the Executive Director with building maintenance as needed
- Provides oversight of inbound/outbound mail, including priority post, packages, courier services, and other correspondence
- Manages telephone systems, messages and inquiries as needed
- Coordinates with A/P Clerk to ensure office has adequate supplies of office stationery, general office supplies, office furniture, and other equipment
- Assists in the management of building security, such as the assignment of keys and alarm codes for approved personnel
- Works with JHSC in ensuring the office facilities are in compliance with safety regulations, such as local fire codes, handicap access, other laws together with Health & Safety Committee.
- All other duties as may be requested from time to time to support Office management

## **Accountability and Supervision**

- Accountable to the Executive Director



# Nishnawbe-Aski Legal Services Corporation

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July 7, 2020

Carol Buswa  
114 Mission Rd, FWFN  
Thunder Bay, ON P7J 1K5

**Private and Confidential**

Dear Carol,

This letter is to extend the current addition of **Office Manager** duties to your Talking Together Manager role for the next 4 months, ending **October 31, 2020**.

We thank you for your work to date, and will re-evaluate the Office Manager position at that time.

If you have any questions about the extension, please contact me to discuss.

Sincerely,  
**Nishnawbe-Aski Legal Services Corporation**



Colette Shwetz  
Human Resource Manager

**Mailing Address:**

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

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

Email: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website:

[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



**Head Office:**

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

**Nishnawbe-Aski Legal Services**  
Corporation

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**ORIGINAL**

Oct 19, 2021

Carol Buswa  
C/o Nishnawbe-Aski Legal Services Corp.  
Thunder Bay, ON  
P7E 2R6

**RE: Salary Increase**

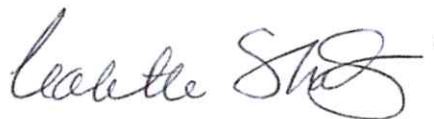
Dear Carol,

We are pleased to advise you that you are receiving an annual salary increase of **\$3,550** effective April 1, 2021. Your new annual salary will be **\$68,550**. You will receive your increase beginning the next pay period along with any retro-active pay owing to you.

Carol, we thank you for your dedication and hard work at Nishnawbe-Aski Legal Services Corporation.

If you have nay questions, please contact your manager to discuss.

Sincerely,



Colette Shwetz  
HR Manager

Cc: Finance Department

**Mailing Address:**

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

Tel: (807) 622-1413  
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