

4052V 40P N<do9A ΔΔΔVΔα>
L*PCL 7-Δ2

FAX COVER

PRIVATE AND CONFIDENTIAL

2 copies

We are transmitting 7 pages (including this cover page). If you do not receive the pages, please call back as soon as possible.

DATE: July 6/11
TO: Celina Raithberger / Herb Brown

FROM: Roberta Wesley
Talking Together Facilitator
145 Wilson Timmins, Ontario P4N 2T2
PH: (705) 268-1105 Fax: (705) 268-2119
E-Mail: rweslev@naniegal.on.ca

MESSAGE:

- Urgent
- As per your request
- For review
- For your information
- For your approval
- As discussed
- Reply requested
- For comment
- Original to follow
- Please call

RE: Signed Copy of Contract

PRIVATE AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS TELECOPY IS CONFIDENTIAL AND IS INTENDED FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND DESTROY YOUR COPY. THANK YOU FOR YOUR COOPERATION.

Mailing Address:
86 S. Cumberland Street
Thunder Bay, Ontario
P7B 2V3
Tel: (807) 622-1478
Fax: (807) 622-3024
E-mail: info@naniegal.on.ca
Website:
http://www.naniegal.on.ca



Head Office:
Mattigami First Nation
78 Helen Street
P.O. Box 99
Via Gagamag, Ontario
P0M 1W0

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- MESSAGE: Urgent
- As per your request
 - For review
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 - Reply requested
 - For comment
 - Original to follow
 - Please call

Head Office:
Nishnawbe-Aski
75 Helen Street
P.O. Box 99
Wabigoon, Ontario
P0M 1W0



Website: <http://www.nishnawbe.on.ca>
E-mail: info@nishnawbe.on.ca
Tel: (807) 622-1418
Fax: (807) 622-3024
278 2V3
Thunder Bay, Ontario
80 S. Cumberland Street
Mailing Address:

Roberta Wesley
Talking Together Facilitator
145 Wilson Timmins Ontario P4N 2T2
PH: (705) 268-1105 Fax: (705) 268-8119
E-Mail: rwesley@nishnawbe.on.ca

FROM:
TO:
DATE:

Final

July 6/11
Celina Rothberg / Robinson

We are transmitting 7 pages (including this cover page). If you do not receive the pages, please call back as soon as possible.

~~PRIVATE AND CONFIDENTIAL~~

FAX COVER

Nishnawbe-Aski Regional Services Corporation
L: PCL 7-27

Robert Wesley

\$ 38,000.00 old.

new

146,154

20,871

1538,46

21,9780 hourly

D.P.P. weekly 76.92

H.I.D.P. 1.0989

April 1/11 effective.

PR #8 1 week

PR #9

10

11

12

13

14

6 x 76.92

46,152
507,67

Retno PR #15

(+) PRSP

1538.46 x .06

= 92.31

Done auto.

went to 122.77 with the ratio.

Done

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-

ROBERTA WESLEY
(hereinafter referred to as the "Talking Together Facilitator")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby contracts with ROBERTA WESLEY 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 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 Timmins, 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 31st, 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 31st, 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 \$40,000.00 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 her 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.

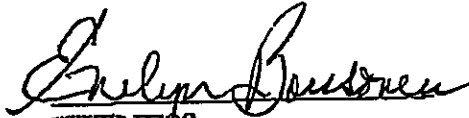
15. INDEPENDENT LEGAL ADVICE


- 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 1st day of April 2011, in the City of Thunder Bay, in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:


WITNESS


ROBERTA WESLEY

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

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

Handwritten header text in Ojibwe script.

FAX COVER

PRIVATE AND CONFIDENTIAL

We are transmitting 2 pages (including this cover page). If you do not receive the pages, please call back as soon as possible.

DATE: Aug. 16/11

TO: Lee Brown.

FROM: Roberta Wesley
Talking Together Facilitator
145 Wilson Timmins, Ontario P4N 2T2
PH: (705) 268-1105 Fax: (705) 268-5682
E-Mail rweslev@naniegal.on.ca

MESSAGE:

- Urgent
- As per your request
- For review
- For your information
- For your approval
- As discussed
- Reply requested
- For comment
- Original to follow
- Please call

RE: Payroll Form.

PRIVATE AND CONFIDENTIAL

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Mailing Address:

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

Tel: (807) 622-1418
Fax: (807) 622-3024

Email: info@naniegal.on.ca
Website:
<http://www.naniegal.on.ca>



Head Office:

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

Customer name: ROBERTA WESLEY

TDCT Account No. 37602 004 04406320228
Transit No. Inst. No. Account No.

This form is used for new direct deposits/pre-authorized transactions only. Please take this form to your billing/deposit company.

Billing/deposit company information:

Company name _____ Phone _____
Street _____ Fax _____
City _____ Prov. _____ Postal code _____

Please accept this document as my authorization to set up new direct deposit/pre-authorized transactions for the following:
(one form for each change)

- 1. Preauthorized payment
Please indicate which apply:
 - Insurance Mortgage payment
 - Utility Lease
 - Membership Other
 - Loan payment

Policy/account # _____
Payment frequency (monthly, weekly, daily) _____
Payment amount _____
Next payment date (dd/mm/yyyy) _____

- 2. Direct deposits
Please indicate which apply:
 - RIF/LIF/LRIF Annuity
 - Benefit/Pension Other

- 3. Payroll deposit

All authorized signatures required



Customer or Signing Officer signature(s)

Date (dd/mm/yyyy)

Customer or Signing Officer signature(s)

Date (dd/mm/yyyy)

Start P.R.#17.

Note: To set up Government Direct Deposits, please complete the appropriate Government of Canada forms. The branch can provide you with a 'Direct Deposit Enrolment Request' form (#520745) or you can refer to the Canada Customs and Revenue Agency website (www.ccra-adrc.gc.ca).

Robert Wesley

38,000⁰⁰ old

40,000⁰⁰ new

hourly

21,9780

1538.46

20,871

1461.54

⊕

DIPP B. weekly 76.92
Hly. d. 1.0989

April 1/11 effective.

PR #8 1 week 38.46 + 1 day (7x1.0989 = 7.69) = 46.15

PR #9
10
11
12
13
14

6 x 76.92

461.52
507.67

Return PR #15

⊕ PRSP

1538.46 x .06

= 92.31

Done auto.

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-

ROBERTA WESLEY
(hereinafter referred to as the "Talking Together Facilitator")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby contracts with ROBERTA WESLEY 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 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 Timmins, 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 31st, 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 31st, 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 \$40,000.00 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 her 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

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14. NOTICES

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

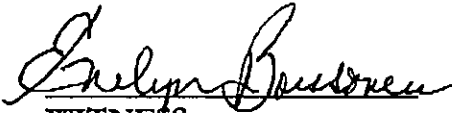
15. INDEPENDENT LEGAL ADVICE


- 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 1st day of April 2011, in the City of Thunder Bay, in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:


WITNESS


ROBERTA WESLEY

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

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

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

Sincerely,

Larry Jourdain
Executive Director

c.c. Derek Lyons, Restorative Justice Coordinator
Arlene Dodge, Special Projects Manager
Personnel File

CONTRACT

This agreement made in triplicate this 4th day of January 2010.

BETWEEN:

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

OF THE FIRST PART

-and-

ROBERTA WESLEY
(hereinafter referred to as the "Talking Together Facilitator")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby contracts with ROBERTA WESLEY 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.
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- 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 Timmins, 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 January 4, 2010, and ending on March 31st, 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 31st, 2010 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 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.

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

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- 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

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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 4th day of January 2010, in the City of Thunder Bay, in the Province of Ontario.

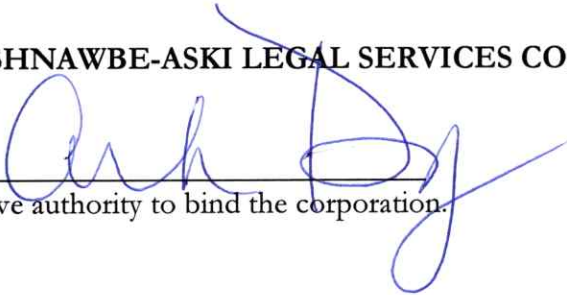
SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

ROBERTA WESLEY

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

Per: 
I have authority to bind the corporation.

December 18, 2009

Roberta Wesley
19 Nabahkabo Street
Calstock, ON P0L 1B0

Mailing Address:

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

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

E-mail: Info@nanlegal.on.ca
Website:
[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



Head Office:

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

Dear Ms. Wesley:

RE: OFFER OF EMPLOYMENT

Thank you for your interest in NALSC and for participating in the interview and selection process. We are pleased to offer you the position of Talking Together Facilitator.

Upon your acceptance of this offer, you shall commence your employment on Monday, January 4, 2010 at 9:00 a.m. at a salary of \$38,000 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 will be located in Timmins, Ontario. Your hours of work will be from 9:00am to 5:00 P.M each day.

Arlene Dodge is the Special Projects Manager, and as such is your direct supervisor. You are also accountable to the Executive Director for overall work 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.

For the first or second week of your employment, you will receive orientation and training, here in Thunder Bay. We will also set up your payroll and benefits information at that time. Please forward your banking information, a void cheque, and your status card, if applicable, to our office as soon as you can.

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.

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

CONTRACT

This agreement made in triplicate this 18th day of January 2009.

BETWEEN:

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

OF THE FIRST PART

-and-

ROBERTA WESLEY
(hereinafter referred to as the "Talking Together Facilitator")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby contracts with ROBERTA WESLEY 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 Timmins, 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 January 4, 2010, and ending on March 31st, 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 31st, 2010 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 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.

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.

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- 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.

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- 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 18th day of December, 2009, in the City of Thunder Bay, in the Province of Ontario.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

ROBERTA WESLEY

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

Per: _____
I have authority to bind the corporation.



Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada

Canada

CERTIFICATE OF INDIAN STATUS - CERTIFICAT DE STATUT D'INDIEN

This is to certify that / Le présent atteste que:
Family Name / Nom de famille

Registry no. / No. de registre

1820123601

WESLEY

Given Names / Prénoms

ROBERTA CAROL

Alias / Nom d'emprunt

330107077829

WESLEY ROBERTA CAROL

Sex / Sexe: Date of Birth / Date de naissance

F 1969-12-04


is an Indian within the meaning of the Indian Act, chapter 27, Statutes of Canada (1985).
est un Indien au sens de la Loi sur les Indiens, chapitre 27 de lois du Canada (1985).



SIN.

486 532 906

Get your passport photo taken here
Get your passport photo taken here




330107077829

Registry Groups Groups at
T&T - Constance

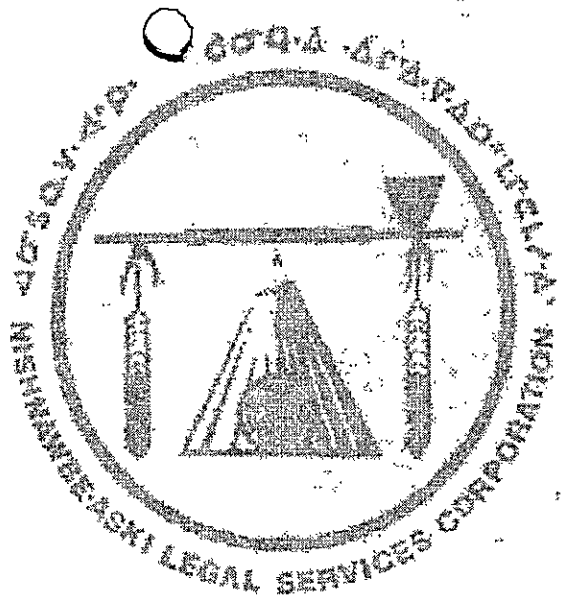
Expires Before / Renewal Date
2013-12-04

Date of Issue / Date of Delivery
2008-03-12



MEMORANDUM

TO: Roberta Wesley
FROM: Jennifer McKenzie
DATE: January 5, 2010
SUBJECT: ORIENTATION INFORMATION



Email:

Username: rwelsey@nanlegal.on.ca
Password: roberta

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.

You can change your password to one that you like here.

Members Area on www.nanlegal.on.ca:

Go to: <http://www.nanlegal.on.ca/article/personnel-forms-280.asp>

Email: Roberta
Password: nanlegal

You can access personnel forms from this site as well as staff telephone and address information, etc.

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 make an out of office reply on web mail and outlook

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.