



Legal Placement Service

A Program of the Knoxville Bar Association

505 Main Street, Suite 50

P.O. Box 2027

Knoxville, TN 37901-2027

Phone: (865)522-6522 ▲ Fax: (865)523-5662 ▲ tsharpe@knoxbar.org

Thank you for using the Knoxville Bar Association Legal Placement Service. I have enclosed a copy of the Policies and Procedures, a Legal Placement Service Agreement, and a Job Description. Please review this material carefully. In order to list your vacancy within our database, you must sign the LPS Agreement, complete the Job Description form, and return both of them along with payment for the listing fee in the amount of \$100.00 for KBA members and \$200.00 for non KBA members. This fee is non-refundable and will maintain your contract with our service for up to 90 days. Your contract can not be processed until the listing fee is received. If you hire a support staff candidate referred by Legal Placement, the fee is \$650.00 for members and \$750.00 for nonmembers. The member fee for attorney placement is \$750.00 and for nonmembers it is \$850.00. Please note that the enclosed agreement applies to permanent placement only. **A separate contract and fee schedule exists for temporary services.** Employers who wish to offer a candidate employment on a conditional or trial basis must sign a separate Temporary Services Agreement and remit all applicable fees to LPS.

KBA Legal Placement Service provides you with an information profile for each candidate that includes a resume, a detailed employment application, a behavioral questionnaire and results from computerized testing procedures. All information released to you is deemed confidential and should be used solely in considering the qualifications of a candidate for employment and for no other purpose. **Such information shall not be communicated to any other party other than agents or employees of Employer or Legal Placement.**

Legal Placement does not conduct any employment verifications or background checks. Acquiring such information about any potential employee is the sole responsibility of the Employer. Legal Placement strongly recommends that Employer conduct a thorough reference checking process on all candidates prior to extending an offer of employment

The KBA Legal Placement Service does not screen candidates for any conflict of interest which may be created by the employment of an applicant by your firm. It is solely the responsibility of the participating firm to establish and maintain appropriate procedures to screen applicants for any conflict of interest arising out of their employment.

If you have any questions about the enclosed documents or about other services that are available, please do not hesitate to call me. I will be happy to go over everything with you. Again, thank you for using the KBA Legal Placement Service. I look forward to working with you.

Sincerely,

Tammy R. Sharpe
Membership Services Assistant &
Legal Placement Coordinator

Note: LPS Contract and Policies & Procedures were updated May 21, 2008. Please review carefully.

Knoxville Bar Association - Permanent Placement
Legal Placement Service Agreement

This Agreement executed this _____ day of _____ 2008, between Knoxville Bar Association Legal Placement Service ("Legal Placement") and _____ "Employer"). WHEREAS, Employer desires to retain the services of Legal Placement and Legal Placement has agreed to provide such services to Employer. Any reference to the Board of Governors shall mean the Knoxville Bar Association Board of Governors. NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties do hereby agree as follows:

I PLACEMENT SERVICES

1.1 Legal Placement agrees to perform on behalf of Employer placement services, on request, providing to the Employer names and information about candidates who have current applications on file with it for positions as needed by Employer. Legal Placement will perform its services with respect to positions for attorneys, paralegals, legal secretaries, bookkeepers, receptionists office managers, law clerks or other such positions as agreed upon between Legal Placement and Employer in writing from time to time.

II CONFIDENTIAL CANDIDATE INFORMATION

2.1 All information provided by Legal Placement to Employer, including the fact that the candidate is seeking employment, shall be deemed confidential information and Employer, its employees, agents and representatives shall use such information solely in considering the qualifications of a candidate for employment and for no other purpose. Such information shall not be communicated to any other party other than agents or employees of Employer or Legal Placement. If Employer is found to have breached this confidentiality agreement, Legal Placement reserves the right to refuse future listings from said Employer. Additionally, notification of this breach in confidentiality will be made to the Board of Governors.

2.2 Employers who have been referred information about candidates shall not contact the current employer of the candidate without the prior authorization of the candidate.

III FEES

3.1 Member Employers who desire to list any position announcement with Legal Placement, will sign all appropriate contracts and complete a Job Profile Form. A non-refundable fee of \$100.00 per listing will be charged to KBA members. Non-KBA members will pay a non-refundable fee of \$200.00 per listing. A copy of the signed contract, the completed Job Profile Form, and the appropriate listing fee must be returned to Legal Placement before any action can be taken on the listing. Legal Placement will then include the position vacancy in the database and refer appropriate candidates generally within three (3) business days. Referrals will continue for a period of three (3) months or until the position is filled, whichever comes first.

3.2 Once a candidate referred by Legal Placement is hired, KBA members will pay \$650.00 as a permanent placement fee for support staff positions and \$750.00 for attorney positions. Non-KBA members will pay \$750.00 permanent placement fee for support staff positions and \$850.00 for attorney positions. A candidate shall be deemed to have been referred to the Employer by Legal Placement when Legal Placement notifies the Employer of the name of the candidate. If by mail, notice shall be complete when Legal Placement places the name in an envelope addressed to Employer.

3.3 If Employer hires any candidate referred by Legal Placement within twelve (12) months after initial contact with candidate, Employer shall pay Legal Placement the full permanent placement fee.

3.4 This contract is for permanent placement only. A separate contract and fee schedule exists for temporary services. An Employer who wishes to offer a candidate employment on a conditional or trial basis must sign a "Temporary Services" contract and remit all applicable fees to LPS.

IV FEE PAYMENT

4.1 Payment of the placement fee is due and payable upon acceptance of employment by the candidate and should be paid immediately. An invoice will be provided by Legal Placement. Payment will be considered delinquent after thirty (30) days from the date of the invoice for services rendered by Legal Placement to the employer. Accounts aged thirty-one (31) to sixty (60) days will be assessed a monthly late charge of 1% of the cumulative invoices total until the debt is paid in full. Accounts delinquent over sixty (60) days will be subject to legal action and notification to the Board of Governors.

V GENERAL

5.1 The Employer further agrees to abide by and follow the KBA Legal Placement Policies and Procedures attached hereto as Exhibit A and further agrees that the terms and provisions thereof are incorporated herein by this reference as if set forth verbatim.

5.2 This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

5.3 The Employer hereby represents that the undersigned individual who is the "Authorized Agent" is a Partner, Shareholder, or Owner of the Firm and has full authority to enter into the terms and provisions contained in this Agreement. An Authorized Agent is required to sign the contract. If the Authorized Agent is not the person for the KBA Placement Service to contact, then the name of the individual who is to serve as the Direct Contact should be placed on the appropriate signature below.

VI INDEMNIFICATION

6.1 In the event Employer is held by any court of competent jurisdiction to be in violation, breach, or non-performance of any provision of this Agreement, Employer shall pay all costs of such action or suit and all costs and expenses of Legal Placement, including reasonable attorney fees, incurred in bringing or defending such suit or action. The Employer further shall defend, indemnify and hold Legal Placement harmless for the loss, damage, expense, claim, judgment, including reasonable attorney fees and costs, incurred in any claim by any candidate for unlawful discrimination, harassment or retaliation on the part of the Employer as well as for any claim by any candidate that he or she has been harmed by a violation of the confidentiality provisions provided herein, so long as the Legal Placement has not by its own negligent act or omission caused the improper disclosure of confidential information causing the alleged damage.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

By: _____
Authorized Agent for the firm:
(requires signature of Partner, Shareholder or Owner of the Firm)
Phone: (865)
Fax: (865)
E-Mail: _____

Date: _____

By: _____
Direct Contact if different from the Authorized Agent named above:
Phone: (865)
Fax: (865)
E-Mail: _____

Date: _____

By: _____
Tammy R. Sharpe or Authorized Agent of the KBA
KBA Membership Services Assistant
Phone: (865) 522-6522
Fax: (865) 523-5662

Date: _____

This contract was approved by the Board of Governors of the Knoxville Bar Association on May 21, 2008.

**Knoxville Bar Association
Legal Placement Service
Policies and Procedures**

EXHIBIT A

I Purpose

- 1.1 The purpose of the Knoxville Bar Association Legal Placement Service (hereinafter called "Legal Placement") will be to provide member lawyers or firms with candidates to fill support staff and attorney position at a substantial savings in time, effort, and fees. Nonmember lawyers or firms may utilize the service; however, the fee schedule will be higher to reflect nonmember status.

II Administration

- 2.1 Legal Placement will be administered by the staff of the Knoxville Bar Association under the direction of the Executive Director.

III Plan of Organization

- 3.1 Legal Placement will maintain position announcements on file for three (3) months or until notified that the position has been filled, whichever comes first. After three (3) months, the contract may be subject to a non-refundable renewal fee of \$100.00 for members and \$200.00 for nonmembers.
- 3.2 Attorneys and support staff (paralegals, legal secretaries, bookkeepers, receptionists, office managers, law clerks, etc.) who are seeking employment in the Knoxville legal community may submit resumes directly to Legal Placement. The candidate will be required to complete an application packet and supply Legal Placement with two (2) copies of a current resume in order to participate. All potential candidates must submit to evaluative testing employed by Legal Placement. Exceptions to this policy would include candidates outside of the East Tennessee area who may delay testing until such time as the candidate travels to Knoxville. Legal Placement will forward the out-of-area candidate's application packet to potential employers with a notice that the candidate will complete the skills test once he or she travels to Knoxville.
- 3.3 Legal Placement will accept two (2) resumes from each candidate and maintain their name in the database for six months. Copies of the resume, a completed application packet and all test results, if any, will be forwarded to potential employers for consideration.

IV Candidate Responsibilities

- 4.1 All candidate information provided by LPS to employers shall be deemed confidential.
- 4.2 All candidate information shall be placed on file and shall become the property of the Knoxville Bar Association.
- 4.3 Any information provided by Legal Placement to potential employers shall not be considered a favorable or unfavorable recommendation of the candidate.
- 4.4 Candidates are prohibited from contacting a potential employer unless that employer has contacted the candidate for a personal interview. Violation of the policy may result in the loss of privileges with this service.
- 4.5 It is the candidate's responsibility to update their resume and application filed with Legal Placement when changes in personal and/or employment status occur. Failure to provide Legal Placement with current information will result in the candidate's removal from the service. The candidate may also be subject to removal for any unreasonable failure to respond to any attempted contact from Legal Placement or potential employers.

- 4.6 The candidate must inform Legal Placement when he or she accepts an offer of employment resulting from a referral by Legal Placement. If the candidate finds employment from means other than Legal Placement, the candidate shall notify Legal Placement for removal from the database.
- 4.7 The candidate shall not disclose any knowledge he or she may have concerning position listings. Any breach of confidentiality will result in the removal of the candidate from the service. All candidates will be required by Legal Placement to sign a Confidentiality Statement.
- 4.8 No fees shall be charged to the candidate.
- 4.9 The candidate, by signing the Statement of Understanding, authorizes the release of all information contained in their file to any potential Employer. No further notification of release will be given to the candidate. Once the information has been released to the Employer, initial contact, if any, must be made by the Employer.
- 4.10 Candidate information will be forwarded to potential employers solely based on the job requirements provided by the employer.
- 4.11 Failure to complete any part of the application, interview, or testing process will disqualify a candidate from participation in the service.

V Employer Responsibilities & Fees

- 5.1 Member Employers who desire to list any position announcement with Legal Placement will sign all appropriate contracts and complete a Job Profile Form. A non-refundable fee of \$100.00 per listing will be charged to KBA members. Non-KBA members will pay a non-refundable fee of \$200.00 per listing. Should Employer hire a candidate referred by Legal Placement, placement fees as outlined in section 5.7 will be due Legal Placement. A copy of the signed contract, the completed Job Profile Form, and the appropriate listing fee must be returned to Legal Placement before any action can be taken on the listing. Legal Placement will then include the position vacancy in the database and refer appropriate candidates generally within three (3) business days. Referrals will continue for a period of three (3) months or until the position is filled, whichever comes first.
- 5.2 The parties acknowledge that candidates for employment frequently utilize more than one referral or placement service and the Employer may learn of a candidate from more than one source. If a candidate is referred to the Employer by two or more sources, the Employer shall pay the fee to Legal Placement if the Employer receives knowledge of the candidate first from Legal Placement. If the Employer claims the foregoing sentence applies, the Employer shall notify Legal Placement of the name of the other agency at the time of the referral.
- 5.3 All information provided by Legal Placement to the Employer shall be deemed confidential information and Employer, its employees, agents, and representatives shall use such information solely in considering the qualifications of a candidate for employment and for no other purpose. Such information shall not be communicated to any other party other than agents or employees of Employer or Legal Placement. If Employer is found to have breached this confidentiality agreement, Legal Placement reserves the right to refuse future listings from said Employer. Additionally, notification of this breach in confidentiality will be made to the Board of Governors.
- 5.4 Employer is prohibited from initiating contact with any LPS candidate without first executing a valid contract for staffing services with Legal Placement Service.
- 5.5 Once a candidate referred by Legal Placement is hired, KBA members will pay \$650.00 as a permanent placement fee for support staff positions and \$750.00 for attorney positions. Non-KBA members will pay \$750.00 permanent placement fee for support staff positions and \$850.00 for attorney positions. A candidate shall be deemed to have been referred to the Employer by Legal Placement when Legal Placement notifies the Employer of the name of the candidate. If by mail, notice shall be complete when Legal Placement places the name in an envelope addressed to Employer.
- 5.6 Payment of the placement fee is due and payable upon acceptance of employment by the candidate and should be paid immediately. An invoice will be provided by Legal Placement. Payment will be considered delinquent after thirty days from the date of the invoice for services rendered by Legal Placement to the Employer. Accounts aged thirty-one (31) to sixty (60) days will be assessed a monthly late charge of 1% of the cumulative invoice total until the debt is paid in full. Accounts delinquent more than sixty (60) days will be subject to legal action and notification to the Board of Governors.

- 5.7 It is the responsibility of the Employer to notify Legal Placement if a referred candidate has accepted an offer of employment, the position has been filled by a candidate outside the service, or if the position has been changed concerning responsibilities, salary, etc. Changes in the job title or significant changes in the job description will require a new contract and an additional payment of the non-refundable listing fee.
- 5.8 Employers who have been referred information about candidates shall not contact the current employer of the candidate without the prior authorization of the candidate.
- 5.9 Employer is responsible for all listing and placement fees. No fees shall be charged to the candidate.

VI Temporary Services Procedures & Fees

- 6.1 Temporary services are available through Legal Placement. Legal Placement agrees to perform on behalf of Employer, placement services, on request, providing to the employer names and information about candidates who have current applications on file for positions as needed by Employer. Legal Placement will perform its services with respect to temporary positions for legal secretaries, bookkeepers, receptionists, law clerks, paralegals, or such other positions as agreed upon between Legal Placement and Employer in writing. "Temporary services" as used herein shall also include candidates who may be retained on a consulting basis or as an independent contractor. The temporary placement fee for candidates retained on a consulting basis or as an independent contractor shall be calculated in accordance with Paragraph 6.3 below.
- 6.2 Legal Placement defines a "work week" as a seven-day period beginning on Monday and ending on Sunday. The temporary employee should be paid in full at the end of the last day worked during this seven-day period. If the assignment is on a day-to-day basis, the temporary employee should be paid in full at the end of each workday.
- 6.3 The temporary placement fee is calculated based on a percentage of the gross earnings amount of the temporary employee. The fee is billed at a rate of 10% over and above either the daily or weekly gross earnings of the temporary worker. For example: If a temporary employee is paid \$400.00 per work week, Legal Placement will be due 10% of this amount or \$40 per work week ($\$400 \times .10 = \40). If the assignment is on a day-to-day basis, the fee is calculated by multiplying the daily gross earnings by 10%. This fee must be paid to Legal Placement simultaneously with payment to the temporary worker, either at the end of a day-to-day assignment or at the end of the work week. Any fees which remain unpaid after seven (7) days from the completion of the temporary assignment shall be considered delinquent. Accounts delinquent over sixty (60) days will be subject to legal action and notification to the Board of Governors.
- 6.4 A blank Wage Statement will be included with all temporary contracts. Copies of this form shall be made and provided to the temporary employee for time recording purposes. The employee must sign and present Employer with the completed Wage Statement for verification and signature of approval either at the end of a day-to-day assignment or at the end of the work week. A copy of this signed statement must be faxed by Employer to the KBA office and a copy should accompany all temporary fees paid.
- 6.5 The candidates listed with Legal Placement are not employees of Legal Placement. Employer is solely responsible for any applicable taxes and insurance coverage required by law. Additionally, it is the sole responsibility of the Employer to provide the employee, consultant, or independent contractor with any tax statement for wages as may be required by law.
- 6.6 If Employer decides to hire the temporary worker on a permanent basis, the appropriate permanent placement fee is due. If there has been no break in the assignment when the temporary worker is offered a permanent position, up to \$250.00 of temporary fees previously paid for this worker may be applied as a credit toward the total permanent placement fee.
- 6.7 If any temporary employee returns to your office within one year of the initial referral date, whether as a temporary or as a permanent employee, Legal Placement will be entitled to the appropriate fees.
- 6.8 Legal Placement will refer any available temporary candidates within an appropriate time frame determined by the start date of the assignment and/or arrangements with Employer.

VII Refund Policy

- 7.1 If a permanent employee referred by Legal Placement is terminated or resigns during the first 30 days of employment, Legal Placement will refund one-half (½) of the permanent placement fee less the non-refundable \$100.00 listing fee (or \$200.00 for non-members) paid by Employer.

VIII General

- 8.1 Any information provided to Employer by Legal Placement shall not be considered a favorable or unfavorable recommendation of the candidate in question. All information provided is a service offered to the Employer. Legal Placement does not guarantee its completeness or accurateness and urges Employer to carefully review and verify the information provided.
- 8.2 Legal Placement does not conduct any employment verifications or background checks. Acquiring such information about any potential employee is the sole responsibility of the Employer. Legal Placement strongly recommends that Employer conduct a thorough reference checking process on all candidates prior to extending an offer of employment. Further, Legal Placement accepts no responsibility for any hiring decision (or any consequences that might arise from such decision) made by Employer based on any information provided by Legal Placement.
- 8.3 If Employer hires any candidate referred by Legal Placement within twelve (12) months after initial contact with candidate, Employer shall pay Legal Placement the full permanent placement fee.
- 8.4 In the event Employer is held by any court of competent jurisdiction to be in violation, breach, or non-performance of any provision of this Agreement, Employer shall pay all costs of such action or suit and all costs and expenses of Legal Placement, including reasonable attorney fees, incurred in bringing or defending such suit or action. The Employer further shall defend, indemnify and hold Legal Placement harmless for the loss, damage, expense, claim, judgment, including reasonable attorney fees and costs, incurred in any claim by any candidate for unlawful discrimination, harassment or retaliation on the part of the Employer as well as for any claim by any candidate that he or she has been harmed by a violation of the confidentiality provisions provided herein, so long as the Legal Placement has not by its own negligent act or omission caused the improper disclosure of confidential information causing the alleged damage.
- 8.5 The Knoxville Bar Association is an equal opportunity organization, which does not discriminate on the basis of any characteristic protected by federal, state or local law, rule, regulation or ordinance. These characteristics include, but are not limited to: age, race, color, religion, sex, marital status, sexual orientation, national origin, veterans' status or disability.

These Policies & Procedures were approved by the Board of Governors of the
Knoxville Bar Association on **May 21, 2008**.

**Knoxville Bar Association
Legal Placement Service**

Job Profile

Firm Name & Address	Contact(s):	
	Phone:	()
	Fax:	()
	E-Mail:	

Please answer the following questions concerning the position you are listing with us. While, completion of this form in no way guarantees that any candidate listed with our service will meet all the desired criteria, we will make every attempt to provide you with candidates that match your requirements as closely as possible. Remember, flexibility increases the chances of successfully filling the open position.

Position Title:		Date:	
Job Description:			

Salary information: This information is required. It is strictly for LPS only and will NOT be communicated to applicants.

Minimum Starting Salary/Hourly Rate: _____ Maximum Starting Salary/Hourly Rate: _____

Type of Placement::	<input type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Temporary - Length of Assignment: _____
----------------------------	------------------------------------	------------------------------------	--

Is this Placement Confidential? No Yes - If you checked yes, you must indicate how communications are to be handled:

Legal Experience:	<input type="checkbox"/> Required (_____ years)	<input type="checkbox"/> Preferred (_____ years)	<input type="checkbox"/> No Experience Required
--------------------------	--	---	---

Please circle the area(s) of law the position will involve:

Administrative	Bankruptcy	Constitutional/Civil	Environmental	International	Social Security
Adoption	Business - Gen.	Corporate	Family	Labor	Taxation
Alt. Dispute	Business - Lit.	Criminal	Federal Court	Personal Injury	Wills & Estates
Antitrust	Civil Litigation	Elder	Hospital & Health	Products Liability	Workers Comp
Appeals	Construction	Employment	Immigration	Professional	
Aviation/Admiralty	Consumer	Employee Benefits	Insurance Defense	Real Estate	
Banking	Collections	Entertainment/Sports	Intellectual Property	Securities	

Computer Programs Used/Skills Required:	
--	--

Minimum Typing Speed Required: (if applicable)	_____ wpm
---	------------------

List All Benefits Offered:
