



Legal Placement Service

A Member Service of the Knoxville Bar Association
505 Main Street, Suite 50
Knoxville, TN 37902
Phone: (865)522-6522

Thank you for choosing the KBA Legal Placement Service to assist you in filling your temporary staffing needs. After signing the agreement, return it along with the job profile to my attention. A blank Wage Statement is also enclosed. Copies of this form should be made and provided to the temporary employee for time recording purposes. A copy of this signed statement should be faxed to the KBA office at either the end of a day-to-day assignment or at the end of the work week and a copy should accompany all temporary fees paid.

The temporary referred to you is not an employee of the Knoxville Bar Association. Depending on the circumstances of his or her work, they are either an independent contractor or an employee of your firm. Please contact your tax advisor for clarification. Further, 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.

If you decide 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 of the temporary fees previously paid for this worker may be applied as a credit toward the total permanent placement fee. 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.

Should you have any questions pertaining to the enclosed agreement, or the above information, please feel free to contact me directly. I look forward to assisting you in filling your temporary staffing needs.

Sincerely,

Tammy R. Sharpe
Membership Services Assistant &
Legal Placement Coordinator

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

Knoxville Bar Association - Legal Placement Service
TEMPORARY REFERRAL AGREEMENT

This temporary referral agreement executed this _____ Day of _____ between the 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;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein the parties do hereby agree as follows:

1. 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 temporary position for legal secretaries, bookkeepers, receptionists, law clerks, paralegals or such other positions as agreed upon between Legal Placement and the Employer in writing.

2. Confidential Candidate Information

2.1 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.

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.

3. Fees

_____ 3.1 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 work day.

3.2 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 \$40.00 per week ($\$400.00 \times .10 = \40.00). 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 KBA Legal Placement at the same time you pay the temporary worker, either at the end of a day-to-day assignment or at the end of the work week.

3.3 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 the 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. 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.

3.4 If any temporary employee returns 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 as outlined in Section IV of the LPS Agreement: *Once a candidate referred by Legal Placement is hired, the Employer shall pay \$650.00 as a placement fee for support staff positions.*

3.5 If there has been no break in the assignment when the temporary worker is offered a permanent position, up to \$250.00 of the temporary fees previously paid for this worker may be applied as a credit towards the total permanent placement fee.

4. General

- 4.1 The temporary referred to you is not an employee of the Knoxville Bar Association Legal Placement Service but of _____ (Employer). Employer is responsible for any applicable taxes and insurance coverage.
- 4.2 Any tax statement for wages received by the employee is to be mailed directly to the employee.
- 4.3 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.
- 4.4 Employer is prohibited from initiating contact with any LPS candidate without first executing a valid contract for staffing services with Legal Placement Service.
- 4.5 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.
- 4.6 This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.
- 4.7 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 the serve as the Direct Contact should be placed on the appropriate signature line below.

5. Indemnification

- 5.1 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) _____
Email: _____

Date: _____

By: _____
Direct contact if different from Authorized Agent named above:
Phone: (865) _____ Fax: (865) _____
Email: _____

Date: _____

By: _____
Tammy R. Sharpe or Authorized Agent of the KBA
KBA Membership Services Assistant & Legal Placement Service
Phone: 522-6522 Fax: 523-5662

Date: _____

Note: 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**.

