



Established in 1897

CHATTANOOGA BAR ASSOCIATION POLICIES & PROCEDURES

1. Purpose

The purpose of the CBA Legal Placement Service hereinafter referred to as CLPS will be to provide member lawyers or firms with candidates to fill support staff and attorney positions at a substantial savings in time, effort and fees. Larger firms, companies, and government entities that need support staff and attorney positions will also benefit from substantial savings and time.

2. Administration

CLPS will be administered by the Administrative Assistant of The Chattanooga Bar Association under the direction of the Executive Director.

3. Plan of Organization

- 3.1 CLPS will maintain position announcements on file for a period of sixty (60) days, or until otherwise notified that the position has been filled. Firm resumes or any other information concerning employment opportunities within a particular firm may also be submitted to CLPS for review by the applicants.
- 3.2 Attorneys and support staff (paralegal, legal secretary, bookkeeper, receptionist, office managers, law clerks, etc.) who are seeking employment in the Chattanooga legal community may submit their resumes directly to CLPS. These applicants will be required to complete a general information questionnaire in order to participate
- 3.3 CLPS will accept *via email* one (1) resume from each candidate, and maintain their name in the database for six months. The resume would be forwarded to employers listing appropriate positions. ***If an applicant does not want certain firms or lawyers to be contacted, this information should be provided to CLPS on the application form.***
- 3.4 Employers who desire to list a position announcement (*Attorney, legal secretary or paralegal position*) with CLPS, will be emailed the appropriate resumes generally within three (3) days and continue referrals for up to sixty (60) days, or until the position is filled.
- 3.5 Once a candidate *referred by Chattanooga Legal Placement Service* is hired, the employer will pay \$300.00 as a non-refundable placement fee for support staff positions, and \$500.00 for attorney positions.
- 3.6 Payment of the placement fee is due and payable on or before fifteen (15) days from the date of the invoice for services rendered by CLPS to the employer.
- 3.7 All information provided by CLPS to the employer shall be deemed confidential information and the employer, its employees, agents, and representatives shall use such information solely in considering the qualifications of an applicant or employment and for no other purpose. Such information shall not be communicated to any party other than agents or employees of the employer or CLPS.

4. General

- 4.1 In the event the employer is held by any court of competent jurisdiction to be in violation, breach, or non-performance of any of the agreement, employer shall pay all costs of such action or suit and all costs and expenses of CLPS, including reasonable attorneys' fees, incurred in bringing or defending such suit or action.
- 4.2 It is understood and agreed that CLPS has not undertaken a background investigation nor does it warrant the accuracy of the information supplied by the applicant.

These original Policies & Procedures were approved by The Board of Governors of The Chattanooga Bar Association on December 9, 1992, and Amended March 1, 2016.



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**CHATTANOOGA BAR ASSOCIATION
LEGAL PLACEMENT SERVICE AGREEMENT**

This agreement executed this ____ day of _____, 20____, between The Chattanooga Bar Association hereinafter referred to as CBA Legal Placement Service 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:** CBA Legal Placement agrees to perform on behalf of Employer placement services, on request, providing to the Employer applications on file for positions as needed by Employer. Legal Placement will perform its services with respect to positions for attorneys, legal secretaries, bookkeepers, receptionists, law clerks, paralegal or such other positions as agreed upon between CBA Legal Placement and Employer in writing from time to time.

2. **Confidential Candidate Information**

All information provided by CBA Legal Placement to Employer, including the fact that candidate is seeking employment, shall be deemed confidential information and Employer, its employees, agents and representatives, shall use such information solely in considering the qualification of a candidate for employment and for no other purpose. Such information shall not be communicated to any party other than agents or employees of Employer or CBA Legal Placement. Employers who have been referred information about candidates shall not contact the current employer of the candidate without prior authorization of the candidate.

3. **Fees**

3.1 An Employer who desires to list a position announcement with Legal Placement ~~will be charged a fee of \$ 25.00.~~ (This fee is currently waived.) CBA Legal Placement will then include the vacancy announcement in the database within three days and refer appropriate resumes and continue referrals for up to sixty (60) days, unless notified by Employer that the position has been filled.

3.2 Upon the acceptance for hire by the Employer at any time within sixty (60) days after the end of the 60 day referral period of a candidate referred by CBA Legal Placement for a position, Employer will notify CBA Legal Placement of such acceptance. Employer will then pay a non-refundable fee of \$300.00 as a placement fee for support staff positions and \$ 500.00 for attorney positions.

4. **Payment**

Payment of the placement fee is due and payable on or before thirty (30) days from the date of the invoice for services rendered by CBA Legal Placement.

5. **General**

5.1 It is understood and agreed that the CBA Legal Placement Service has not undertaken a background investigation nor does it warrant the accuracy of information by the applicant.

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

5.3 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 or suit and all costs and expenses of CBA Legal Placement, including reasonable attorney's fee, incurred by a violation of the confidentiality provision provided herein, so long as the CBA Legal Placement Service has not by its own negligent act or omission caused the improper disclosure of the damage causing confidential information.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first written.

Chattanooga Bar Association Legal Placement Service

BY: _____ (Title)

BY: _____ (Title)



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CHATTANOOGA BAR ASSOCIATION
Legal Placement Service

Application For Attorneys and Support Staff

NAME OF FIRM _____

CONTACT PERSON AT FIRM _____ TELEPHONE _____

DATE OF SERVICE AGREEMENT _____

POSITION LOOKING TO FILL AT FIRM:
_____ Attorney
_____ Legal Secretary
_____ Paralegal

Please Print Your Ad EXACTLY As You Want It To Appear including whether it is a 'blind' ad or your firm name is shown.

Three horizontal lines for printing the advertisement details.

CBA OFFICE USE ONLY

RESUMES SENT: _____
Three horizontal lines for recording resume information.

DATE RESUMES SENT _____

Via: _____ E-mail _____ Firm sent runner

PAID CLPS FEE: _____ Check _____ Cash

Hired CLPS referral: _____

_____ Invoiced Firm: _____ \$200.00 _____ \$300.00