



ORANGE COUNTY BAR ASSOCIATION LEGAL PLACEMENT SERVICE

LEGAL PLACEMENT SERVICE INFORMATION

AVOID THE “ONE-SIZE-FITS-ALL” APPROACH

For two decades, the Orange County Bar Association (OCBA) Legal Placement Service has provided qualified staff for central Florida law firms. OCBA Legal Placement Service (“Legal Placement Service”) avoids the “one size fits all approach” most other placement services offer by specializing in only four fields of placement:

Receptionist * Legal Secretary * Legal Assistant * Paralegal

Providing your Firm with the best service available is our mission, and our dedicated staff is trained to handle each placement request with the care, urgency and confidentiality your Firm requires. Our fees to OCBA members are well below market rates because our Legal Placement Service exists to serve the OCBA’s members as a member benefit.

The Orange County Bar Association has invested in reliable testing methods so you can be secure in knowing that all candidates we provide to your Firm are pre-screened and tested before you interview them.

Sit back * Relax * Let us do the work for you

We have packaged our service to offer your Firm the most cost-effective solution to its staffing needs.

Placement Services:

- Select qualified applicants from our resume pool.
- Test applicants using state-of-the-art methods to ensure your Firm receives only qualified applicants.
- Pre-screen applicants.
- In-depth interview of qualified applicants for your Firm’s open positions.
- Coordinate interviews and hiring process.

Fee: 5% of new hire’s starting salary (i.e., \$30,000 x 5% = \$1,500).

**If the OCBA does not provide the applicant, then
OCBA can provide selected services for the following charges**

Check references only.....	\$100.00
Testing only of candidates provided by your firm.....	\$100.00
Testing and in-depth interview of candidates provided by your firm.....	\$150.00

Computerized testing procedures measure each applicant's skill level in legal spelling, grammar, vocabulary and typing. All test results are provided to your Firm for review and consideration in your decision.

Non-Member Fees:

Complete placement services.....	7% of starting salary
Check references only	\$150.00
Testing only of candidates provided by your firm.....	\$150.00
Testing and in-depth interview of candidates provided by your firm.....	\$200.00

Orange County Bar Association * P.O. Box 530085 * Orlando, Florida 32853-0085
Phone: 4070-422-4551, ext. 226 * Fax: 407-843-3470 * Email: charlottem@ocbanet.org



**ORANGE COUNTY BAR ASSOCIATION
LEGAL PLACEMENT SERVICE**

AGREEMENT

ACCEPTANCE AGREEMENT

In accordance with the services and fees outlined above, the Firm authorizes the use of the OCBA Legal Placement Service to refer applicants for various positions. The Firm has read and understands all of the Firm's responsibilities and agrees to the fees for the placement(s). The Firm agrees that it is its responsibility to notify the Legal Placement Service when:

1. An OCBA placement applicant has accepted the Firm's offer of employment,
or
2. The position has been filled by a non-OCBA placement applicant,
or
3. The position has been changed concerning responsibilities, salary,
etc.

The Firm understands that failure to pay the required *5-7% fee in a timely manner may be cause for removal from participation in the Placement Service and/or notification to the OCBA Executive Council.

*5% - Members

7% - Non-Members

Print Name of Firm

By: _____

Print Name: _____

Title: _____

Date: _____

(Mail or fax this agreement back to Legal Placement Service, along with the Firm Profile and Job Order forms.)

PLEASE READ BELOW BEFORE SIGNING CONTRACT ABOVE.



ORANGE COUNTY BAR ASSOCIATION LEGAL PLACEMENT SERVICE

FIRM'S RESPONSIBILITIES & FEES

FIRM'S RESPONSIBILITIES & FEES:

1. Member Firms who desire to list any position announcement with Legal Placement Service will sign all appropriate contracts and complete a Job Order and Firm Profile form. A copy of the signed contract, the completed Job Order and Firm Profile, must be returned to the Placement Service before any action can be taken on the listing. Legal Placement Service 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.
2. The parties acknowledge that candidates for employment frequently utilize more than one referral or placement service and the Firm may learn of a candidate from more than one source. If a candidate is referred to the Firm by two or more sources, the Firm shall pay the fee to the Legal Placement Service, if the Firm receives knowledge of the candidate **first** from the Legal Placement Service. If the Firm claims the foregoing sentence applies, the Firm shall notify the Legal Placement Service of the name of the other agency at the time of the referral.
3. Firm is prohibited from initiating contact with any Legal Placement Service candidate without first executing a valid contract for staffing services with the Legal Placement Service.
4. Fees charged by the Legal Placement Service are for **pre-employment services**, which include advertising, applicant interviewing & testing, sending resumes, arranging interviews for law firms, and coordinating the hiring process.
5. Once a candidate referred by the Legal Placement Service is hired, OCBA members will pay 5% of the first year's salary as a permanent placement fee. Non-OCBA members will pay 7% of the first year's salary as a permanent placement fee. A candidate shall be deemed to have been referred to the Firm by the Legal Placement Service when the Legal Placement Service notifies the Firm of the name of the candidate. **Notice of hiring an applicant, referred by the Legal Placement Service, has to be received in writing from the Firm either by Email, Fax or regular mail.** Initial contact of the employment is requested by phone, **but formal notification in writing is required.** Notice shall be completed when the Legal Placement Service receives formal confirmation of the new hire in writing.
6. Payment of the placement fee is due and payable from the Firm upon acceptance of employment by the candidate. The Legal Placement Service will provide an invoice to the Firm. Payment will be considered delinquent after thirty days from the date of the invoice for services rendered by the Legal Placement Service to the Firm. 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 Executive Board of the Orange County Bar Association.
7. It is the responsibility of the Firm to notify the Legal Placement Service if a referred candidate has accepted an offer of employment, the position has been filled by a candidate outside the Legal Placement 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 by the Firm.

8. The Firm which has been referred information about candidates shall not contact the current employer of the candidate without the prior authorization of the candidate.

9. The Firm is responsible for payment to OCBA of all fees outlined above. No fees shall be charged, directly or indirectly, to the candidate.

CODE OF CONDUCT:

1. The Firm agrees to treat **all** applicants or individuals referred, interviewed, or hired in any capacity by the Firm as a result of an OCBA referral, fairly and in compliance with all applicable state and federal laws (such as Title VII).

2. OCBA has no liability in the event that a Firm's behavior towards an applicant is inappropriate or fails to comply with such laws, (as stated above in #1).

INDEMNIFICATION CLAUSE:

In the event that an applicant or individual hired in any capacity by the Firm as the result of an OCBA referral alleges mistreatment of any kind by the Firm, or its employees, the Firm agrees to indemnify, defend and hold the Orange County Bar Association harmless.

REFUND POLICY:

Services by the Legal Placement Office are completed once Firm hires an applicant. **Payment is due immediately upon receipt of invoice.** If an applicant voluntarily leaves or is terminated prior to the six (6) weeks' probationary period, the OCBA Placement Service offers one free replacement for that specific position, if the requisite fee has been paid. If the placement fee has not been received by the Bar, there will be a charge of \$25 per work day, our standard temporary fee.

GENERAL:

1. Any information provided to Firm by Legal Placement Service shall not be considered a favorable or unfavorable recommendation of the candidate in question. All information provided is a service offered to the Firm. Legal Placement Service does not guarantee its completeness or accurateness and urges Firm to carefully review and verify the information provided.

2. Legal Placement Service accepts no responsibility for any hiring decision (or any consequences that might arise from such decision) made by Firm.

3. Either party reserves the right to terminate this contract without cause. Termination shall not avoid the duty of payment incurred prior to termination.

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