

# Associate Lawyer Employment Agreement

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## ASSOCIATE LAWYER EMPLOYMENT AGREEMENT

**\*\* THIS CONTRACT IS SUBJECT TO ARBITRATION PROVISIONS \*\***

This **AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as the "Firm" and \_\_\_\_\_, hereinafter referred to as the "Lawyer."

### RECITALS

The Firm is a Partnership/Professional Service Corporation formed under the laws of South Carolina to render legal services.

The Lawyer is licensed to practice law in the State of South Carolina .

The Firm and the Lawyer desire to have the lawyer practice law as an employee of the Firm.

It is agreed by and between the parties as follows:

#### **Section 1. Employment and Duties.**

**1.1. Employment.** The Firm employs the Lawyer and the Lawyer accepts employment as a lawyer in accordance with the terms of this Agreement.

**1.2. Full Time.** The Lawyer shall devote full working time and attention to the practice of law for the Firm and the Lawyer shall not, without the written consent of the Firm, directly or indirectly render services of a professional nature to or for any person or firm except as an employee of the Firm.

**1.3. Duties and Assignments.** The Firm shall determine the duties to be performed by the Lawyer and the means and the manner by which those duties shall be performed. The Firm shall determine the assignment of clients to the Lawyer, and the Lawyer shall perform services for the clients assigned. The Firm shall determine the rates at which the Lawyer's work shall be billed.

## **Section 2. Compensation.**

- 2.1. Salary.** For all services rendered by the Lawyer under this Agreement, the Firm shall pay the Lawyer an annual salary of \$\_\_\_\_\_, payable monthly or as otherwise may be mutually agreed. The salary may be changed by mutual agreement of the parties at any time.
- 2.2. Bonus.** In addition to the salary specified in 2.1, the Lawyer may receive a bonus. The bonus, if any, will be in an amount as the Firm may determine in its absolute discretion.

**Section 3. Partnership.** It is the policy of the Firm to employ as lawyers persons who will be given the opportunity to become partners in the Firm. The Firm after a certain number of years will make the determination as to whether the Lawyer will be admitted to partnership.

## **Section 4. Facilities.**

- 4.1. Office.** The Firm shall furnish the Lawyer with office space, staff assistance and such other facilities and services as are reasonably necessary to the performance of the Lawyer's duties.
- 4.2. Liability Insurance.** The Firm shall maintain professional liability insurance covering the acts and omissions of the Lawyer in the performance of the Lawyer's professional duties, and the amount of coverage shall be \_\_\_\_\_.
- 4.3. Travel.** The Lawyer may be required to travel on business for the Firm and shall be reimbursed for all reasonable and necessary expenses incurred; provided, however, that a detailed account of the expenses is provided to the Firm.
- 4.4. Professional Societies.** The Firm shall pay the Lawyer's dues for membership in The South Carolina Bar and the American Bar Association.
- 4.5. Education.** The Firm shall pay the reasonable amount of expenses incurred by the Lawyer to maintain or improve the Lawyer's professional skills. The Lawyer agrees to submit to the Firm such documentation as may be necessary to substantiate the expenses.

## **Section 5. Additional Benefits.**

- 5.1. Medical Insurance.** The Firm agrees to provide coverage for the Lawyer, the Lawyer's spouse and dependents under a group accident and health insurance policy, the terms and benefits of which shall be determined by the Firm.
- 5.2. Vacation.** The Lawyer shall be entitled to reasonable vacation time each year; however, the Lawyer's vacation will be scheduled at a time that will least interfere with the business of the Firm. The Lawyer is further entitled to time off on all holidays normally celebrated in accordance with the Firm's stated policy. (Provisions may be included to establish exactly when vacation is earned.)
- 5.3. Life Insurance.** The Firm may provide group life insurance coverage in amounts that shall be determined by the Firm.
- 5.4. Retirement Plan.** The Lawyer shall participate in any Firm qualified retirement plan according to the terms of the plan as amended from time to time.
- 5.5. Disability.** In the event the Lawyer is unable to perform his or her regular duties as a result of personal disability, the Firm will pay the Lawyer's salary during the disability for a total of ninety (90) days in any twelve (12) month period.

## **Section 6. Operations.**

- 6.1. Records and Files.** All records, documents, and files concerning clients of the Firm shall belong to and remain the property of the Firm. On termination of employment, the Lawyer shall not be entitled to keep or reproduce the Firm's records, documents or files relating to any client unless the client shall specifically request that its files be transmitted to the Lawyer.
- 6.2. Fees.** All fees and compensation received or realized as a result of the provision of professional legal services by the Lawyer shall belong to and be paid to the Firm. Any fee or honoraria received by the Lawyer for professional services or other professional activities performed by the Lawyer shall belong to the Firm.

## **Section 7. Term.**

- 7.1. One Year, Automatic Extension.** The term of this Agreement shall begin on the date hereof and continue for a period of one year and shall be automatically extended from year to year unless terminated in accordance with this section.
- 7.2. Events of Termination.** This Agreement shall be terminated upon the happening of any of the following events:
- The death of the Lawyer

- The determination of the Firm that the Lawyer has become disabled
- Dismissal of the Lawyer for cause as hereinafter provided
- Occurrence of the effective date of termination, notice of which has been given in writing by either party to the other, so long as there are at least sixty (60) days between giving of the notice and the effective date of termination
- The mutual written agreement of the Lawyer and the Firm to termination.

**7.3. Termination on Disability.** The Firm may determine that the Lawyer has become disabled for purposes of this Agreement in the event that the Lawyer shall fail, because of illness or incapacity, to render for ninety (90) days or more in any year, services of the character contemplated by this Agreement and thereunder shall be deemed to have been terminated as of the end of the calendar month in which the determination was made.

**7.4. Causes for Dismissal.** The Firm may dismiss the Lawyer for cause in the event it determines there has been continued neglect by the Lawyer of his or her duties or willful misconduct on the part of the Lawyer, including but not limited to a finding of probable cause by the Office of Disciplinary Counsel for investigating a complaint filed with the Commission on Lawyer Conduct or the filing of criminal charges against the Lawyer, which would make retention of the Lawyer by the Firm prejudicial to the Firm's best interest.

## **Section 8. Miscellaneous.**

**8.1. Notices.** All notices under this Agreement shall be mailed to the parties hereto at the following respective addresses:

Lawyer:

Firm:

A change in the mailing address of any party may be effected by serving written notice of the new address upon the other party.

**8.2. Invalidity.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

**8.3. Arbitration.** All disputes, differences and controversies arising out of, under, or in connection with this Agreement shall be settled and finally determined by Arbitration in the \_\_\_\_\_, under the then existing Rules of the American Arbitration Association.

The parties have executed this Agreement as of the date and year first above written.

By \_\_\_\_\_