

Your connection
to knowledge, resources and networking



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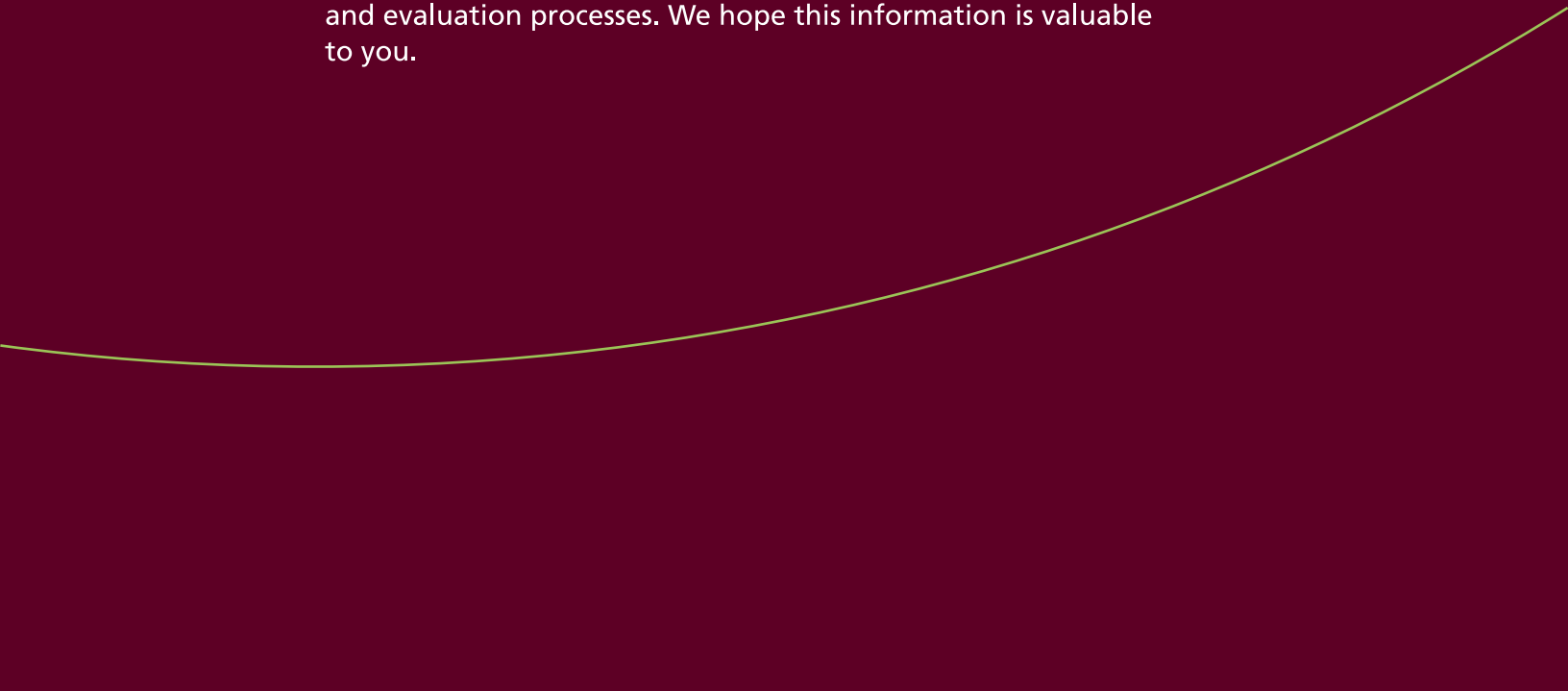
RESOURCES KIT



The Association of Legal Administrators' Career Resources Kit is comprised of four sections:

- A pre-hiring guide for law firms and administrators
- A list of administrators job responsibilities
- A sample performance evaluation for legal administrators
- A sample employment agreement

This kit was designed to assist legal administrators and their employer organizations in the selection, hiring, employment, and evaluation processes. We hope this information is valuable to you.



The magnitude of work and responsibility in a law firm or legal organization can be overwhelming. The practice of law itself requires an incredible knowledge base, serious commitment of time, strong drive, and determination. But law firms and law offices are also a business like any other business, where there are many other functions that must be performed efficiently to keep it profitable and to nurture growth. In the legal industry, a legal administrator performs those functions and can be the difference between success and failure for a firm.

Each firm is unique in its area of practice, culture, vision, goals for the future, management philosophy, etc. As with partners and attorneys, finding the right match between a law firm or office and a legal administrator is crucial — for both parties. The following guide is designed to help all parties involved in this union identify what they need.

Management

For the Administrator

The administrator looking for employment in a law firm should begin by getting to know the managing partner, management committee and partners. Together they should discuss the purpose, goals, and responsibilities of the legal administrator. What management areas will the administrator lead? What level of authority does he or she have? What is the level of the decision-making responsibility? What type of results will the administrator be accountable for? What resources are already in place? What new initiatives are planned for the future? Establishing a clear understanding of what is expected will create a smooth transition for everyone and ensure a strong working relationship.

This includes learning about the management style and philosophy of the firm. Will there be considerable direction from the managing partners or executive committee, or is the administrator expected to function independently? Does the firm operate under the team approach, or does each area have its own goals and objectives? What is the firm's hierarchy and reporting structure?

For the Firm

Firms looking to hire an administrator must first decide what they want from the position. Then they must find an administrator with the knowledge, skills, and abilities to meet the needs of their firm. Firms should also inquire as to what the administrator's career objectives and goals for the future entail. Considering previous work experience, accomplishments, attitude, expectations, educational background, and references will help determine whether a candidate can do the job successfully, and if he or she will fit in with the firm's culture and philosophy.

Past Experience

For the Administrator

Has there ever been an administrator in the firm before? Under what circumstances did he or she leave? How many administrators has the firm had? Knowing the firm's administrative history may provide some insight into the organization and its needs.

It is also important to find out where the administrator stands in the firm's organizational structure. At some firms, the administrator holds a staff position, while at others he or she is placed at the same level as a partner. This is another factor to consider depending on the administrator's experience level and career goals.

For the Firm

In turn, the firm should know about the administrator's past experience. Why did he leave his last job? What is her area of expertise? What style of leadership is the administrator accustomed to? Has he worked independently, or supervised an entire department or departments? Most importantly, does she have the experience in the areas in which the firm needs help?

Some administrators, usually called "principal administrators," direct all areas and functions of the law firm or office. They manage all areas including human resources, finance, marketing, technology, facilities, etc. Others, or "functional specialists," have experience in only one of those areas. Knowing its specific needs — someone with a broad range of experience, or someone with specialized knowledge — will help the firm determine the type of administrator to hire.

Assets

For the Administrator

The administrator should know what resources are available within the firm. Find out about the proficiency of the current management and administrative staff and what support they can provide. What is the status of vendor relationships and/or what kind of partnerships have been established? What is the office atmosphere? How are the working conditions? What type of workspace will the administrator occupy, and what equipment is available for his or her use? Does the firm support continuing education and association membership?

For the Firm

The partners should know whether the administrator can lead and motivate staff, command the respect of lawyers, develop and keep accurate records, manage time wisely, work well with people, and develop a firm spirit and loyalty. As far as the administrator's experience bank, has he or she ever, for example, implemented a 401k program? Planned an office move? Conducted a client survey? Installed a new telecommunications system?

Job Requirements

Descriptions

A good job description can be mutually beneficial for the firm and the administrator. A thorough, written description of areas of responsibility, objectives, expectations, and authority level provides a clear understanding of the job and helps the administrator decide if he or she is right for the job.

The job description should define specific responsibilities, such as administering the business of the firm, interacting with current department managers, managing the non-lawyer staff, improving the systems, and preparing and managing the budget and finances of the firm. Other things to consider include: Who reports to the administrator? What area of management will the administrator direct — human resources, facilities, finance, technology, all of them? What specific duties are to be performed in those areas? What annual objectives must be met? Are there any special projects that may come up?

The more thought and detail given to this description, the better off each party will be, not only during the hiring period, but also throughout the year. The job description continues to be a useful reference tool for evaluations, and should be routinely updated as the job evolves.

Know Yourself

For the Administrator

Both the administrator and the firm will enter into a solid relationship only when they know themselves. The administrator should know what he or she can and cannot do. The administrator should also know the kinds of working relationships with which he or she is comfortable.

For the Firm

The law firm should know its own management style, the interest it has in good administration, and the reason it wants a legal administrator. A good, open understanding of itself will keep the law firm from hiring the wrong administrator.

Conclusion

Answering the questions provoked by these headings can help set the stage for a successful relationship between the firm and the administrator. The above areas should also be part of an ongoing evaluation as the firm and its administrator evolve and mature through the years. If openness and trust exists, it will be a mutually satisfying experience for both the law firm and its administrator.

Summary of Responsibilities

Legal administrators manage the key areas of law office operations: human resources, technology, facilities, finance and marketing. In addition, the administrator shares responsibility with the appropriate partners for strategic planning and practice management. He or she reports to the managing partner or the executive committee and participates in management meetings.

Areas of Knowledge

The Competency-Based Education Job/Needs Analysis sponsored by the Association of Legal Administrators, identifies the body of knowledge needed to perform the legal administration job. According to the study, the legal administrator (whether directly or through a management team) must have knowledge of all of the following:

Communications and General Management

- Written communication skills (e.g., writing memos, policy manuals, proposals, job descriptions)
- Interpersonal relations skills (e.g., performance counseling, client contacts)
- Oral communication skills (e.g., presentations to staff and attorneys, interactions with clients and vendors)
- Knowledge and skill in negotiation techniques
- Knowledge of client service strategies (e.g., cross selling, value pricing, serve/product packaging, business process re-engineering)
- Knowledge of leadership styles and techniques
- Knowledge and skill in conflict management techniques
- Knowledge of team development and management principles (e.g., self-directed teams)
- Knowledge of organizational development techniques (e.g., change management)
- Knowledge of time management strategies (e.g., setting priorities, delegating)
- Knowledge of stress management techniques
- Knowledge of research techniques (e.g., locating and analyzing information)
- Knowledge of marketing techniques, including market analysis and marketing tools
- Knowledge of survey methodology (e.g., sampling, survey design)

Financial Management

- Knowledge of general accounting procedures, systems, terms, concepts and policies, including familiarity with general ledger, general journal entries, cost accounting, fixed asset accounting, accounts receivable and accounts payable
- Knowledge of special issues in accounting for law firm operations, including time and billing systems, alternative billing methods, collection procedures, and cost recovery guidelines
- Knowledge of payroll and employee benefit procedures and tax and reporting requirements (e.g., Internal Revenue Service Code)
- Knowledge of the features and capabilities of automated financial management systems
- Knowledge of trust accounting procedures and regulations
- Knowledge of banking/investment concepts and types of accounts
- Knowledge of legal organization structures and the laws and regulations regarding accounting procedures for each structure, including tax reporting requirements
- Knowledge of general tax regulations
- Knowledge of financial controls (e.g., division of responsibilities)
- Knowledge of budgeting, financial reporting, cash flow analysis and variance analysis
- Knowledge of methods of financial analysis, including reading and interpreting financial statements, calculating and interpreting various financial ratios and analyzing comparative financial information across fiscal years
- Knowledge of computer-based tools for financial analysis and management
- Knowledge of financing methods (e.g., lease vs. buy)

Human Resources Management

- Knowledge of procedures and tools for recruiting, selecting and retaining employees
- Knowledge of U.S. federal employment laws (e.g., Civil Rights Act of 1991, Americans with Disabilities Act, Fair Labor Standards Act)
- Knowledge of workforce demographics and trends
- Knowledge of Canadian federal and provincial/territorial employment laws
- Knowledge of employee motivational techniques
- Knowledge of performance management systems (e.g., appraisal procedures, disciplinary procedures)
- Knowledge and expertise in personnel training methods
- Knowledge of compensation, employee benefits and reward systems

	<ul style="list-style-type: none">• Knowledge of U.S. employee benefit laws (e.g., Consolidated Omnibus Budget Reconciliation Act [COBRA], Family and Medical Leave Act [FMLA], Health Insurance Portability and Accountability Act [HIPAA])• Knowledge of Canadian benefit laws (e.g., Canada/Quebec Pension Plan, employment insurance, workers compensation)
Legal Industry	<ul style="list-style-type: none">• Knowledge of changes/trends in the legal industry• Knowledge of professional liability issues• Knowledge of ABA Model Rules of Professional Ethics as it pertains to law firm management (e.g., conflict of interest, advertising, client file management)• Knowledge of business insurance• Knowledge of laws and regulations regarding business insurance coverages• Knowledge of Canadian Bar Association and/or provincial law society codes of professional conduct
Office Operations Management	<p>Technology/Automation</p> <ul style="list-style-type: none">• Skill in using computer systems (e.g., word processing, accessing informational databases)• Knowledge of the features and capabilities of desktop computer and network hardware and software systems, including general purpose packages (e.g., spreadsheets, database programs, and word processing applications)• Knowledge of the features and capabilities of the Internet, web-based technology, and hardware and software systems, including security and confidentiality• Knowledge of the features and capabilities of document assembly and management systems• Knowledge of the features and capabilities of practice support systems (e.g., LEXIS/NEXIS, QUICKLAW, research, document management, litigation support, case management) <p>Operations</p> <ul style="list-style-type: none">• Knowledge of filing systems, records management, and retention requirements• Knowledge of project management• Knowledge of facilities management procedures and techniques• Knowledge of lease/contract agreements• Knowledge of work product quality control procedures and techniques <p>Planning</p> <ul style="list-style-type: none">• Knowledge of planning techniques (e.g., strategic, disaster, and business planning)• Knowledge of space assessment, design, and development strategies• Knowledge of Request for Proposal procedures
Other Job Requirements	
Knowledge	Has knowledge of legal or other professional service organizations, and has experience managing business operations such as human resources, technology, facilities, finance and marketing.
Skills and Abilities	Can identify and analyze complex issues and problems in management areas and recommend and implement solutions. Can manage office functions economically and efficiently, organize work, establish priorities, and maintain good interpersonal relations and communications with lawyers and support staff. Displays excellent supervisory and leadership skills. Demonstrates willingness and ability to delegate.
Education	Graduation from a recognized college or university with major course work in business administration or management, finance, human resources, technology, or marketing, or comparable work experience and/or professional certifications, such as Certified Legal Manager (CLM) ^{SM*} .

Evaluation, as a practice, is a continuing, ongoing, sophisticated process involving both the administrator and the evaluator. It is an opportunity to formally assess performance and work behaviors, and at the same time, identify areas for improvement and set goals for the future. The evaluation is an important part of job satisfaction, for both the administrator and the firm. It must be handled professionally and carefully.

Points to consider

- The primary purpose of an evaluation is to document performance and to identify any areas for improvements in performance and/or behavior.
- Every employee wants to know how well he or she is performing. The closer the evaluation is to the performance, the more effective the evaluation. It is more effective, therefore, to have more frequent evaluations.
- Performance evaluations should be separated from compensation reviews. When combined, the person evaluated tends to focus only on the compensation, which neutralizes the evaluator's efforts to improve his or her performance. Though separate, the compensation review should be tied to the performance review. This relationship should be explained well before the evaluation.
- Evaluations should be based on previously determined and clearly understood expectations. It is not appropriate to evaluate someone on a task or responsibility that the person did not know was his or her responsibility. However, no job description or evaluation form is comprehensive enough to identify every possible skill and responsibility. In every job, certain duties and responsibilities are assumed. For instance, for a financial manager, instituting adequate safeguards in the accounting area is assumed, even if it has not been specifically identified. The administrator needs to understand that he or she will be held accountable not only for the specifically identified tasks and responsibilities but for the assumed areas that are integral to the job. In setting goals for the next review period, therefore, only special or added responsibilities and/or duties need to be defined.
- The more the person being evaluated participates in his or her own assessment, the more effective the evaluation will be. However, the evaluation session should not be solely self-evaluation. The firm has an obligation to identify clearly and communicate its assessment of the administrator's performance.
- The evaluation must speak with a single voice from the firm. For example, a form showing a compilation of individual partner assessments, reflecting a range of opinions on each skill item, is not a clear indication of how the firm assesses the administrator's performance.
- When creating evaluation forms, it is important to consider the environment and include certain basic components. Evaluation forms should take into account the following:
 - The evaluation time period.
 - A distinction between results and managerial skills/attributes/characteristics. One can, for instance, achieve short-term results, (e.g., reorganize the file room) but do so in a way that alienates and eventually causes some valuable people to leave the firm. Include a space to identify the satisfactory accomplishments during the evaluation period as well as a space to indicate the skill or proficiency levels in managerial characteristics.
 - If the performance of the administrator is unsatisfactory, include space to clearly identify what the firm expects of the administrator to bring performance to satisfactory levels and the time frame in which this is to be accomplished.
 - Include space for the evaluator and the administrator to date and sign the form. As good practice, the evaluator is encouraged to provide the administrator with his or her own copy of the completed form. Also, the administrator should be allowed to comment or provide his or her own statement (supplement) to the form as part of the evaluation. The supplement should be attached to the document so the evaluator may respond to statements made in the supplement.

Name

Title

For the Period

To

Evaluated By

Date

Managerial Skills

1. Initiative:

- Consistently takes the lead in suggesting new approaches; readily volunteers for tasks.
- Often volunteers leadership; does not always have to be instructed to act.
- Takes leadership primarily because of job position; does not go beyond minimal expected levels.
- Fails to assume minimally acceptable levels of initiative.

2. Planning:

- Consistently exercises effective planning techniques to attain firm/department/individual goals by considering: the stated goals and/or objectives; strengths and weaknesses of available support staff; an appropriate assessment of limitations; and determination of specific task assignments.
- Usually employs planning techniques that are above average in effectiveness.
- Planning skills are generally adequate.
- Does not use effective planning techniques.

3. Judgment:

- Judgments are consistently wise and appropriate.
- Judgments are generally appropriate and well-founded.
- Judgments are on balance, satisfactory.
- Judgments are generally poor.

4. Attention to detail:

- Is a "detail" person; all the points are covered; highly organized.
- Is generally better than average in attending to detail; good organizational skills.
- Attention to detail is satisfactory.
- Does not pay sufficient attention to detail.

5. Dependability:

- Is consistently dependable; when given a task, you feel confident it will be performed as expected.
- Follow through on assignments is not always consistent, but generally better than average.
- Is satisfactory at completing tasks.
- Cannot be relied upon to complete tasks.

6. Human relations:

- Demonstrates overall excellence in managing staff, including hiring, training, directions, motivation, feedback, authority, and problem-solving.
- Demonstrates an above-average understanding of effective human resources management.
- Performs at a level that is usually satisfactory but is not consistently effective.
- Generally performs at an unsatisfactory level.

7. Efficient use of time:

- Makes efficient use of time; very productive, meets and exceeds deadlines.
- Use of time is generally good; generally meets deadlines.
- Use of time is satisfactory.
- Poor use of time; does not work to meet responsibilities.

8. Responsiveness:

- Consistently responds promptly and appropriately to requests and deadlines.
- Generally is responsive; above average.
- Responds in an adequate and satisfactory fashion, although somewhat inconsistently.
- Inadequate level of responsiveness.

9. Leadership:

- Provides strong leadership; instills confidence, trust and sense of strong management; if given the opportunity, should be more involved in other aspects of firm management.
- Demonstrates leadership qualities, but is not always consistent; level of leadership is generally appropriate for the position.
- Leads by virtue of the position rather than by leadership qualities.
- Lacks adequate leadership skills; is not providing necessary direction and control needed by firm.

Performance

1. Discuss accomplishments of the employee using the objectives set at the last review period.
2. Discuss accomplishments of the employee above and beyond the objectives set at the last review period.
3. Indicate the administrator's primary strengths.
4. Indicate areas for improvement in managerial skills and/or performance.
5. List work objectives and goals for improvement that employee should accomplish by the next review period.

By signing below, I indicate that I have read, participated in the development of, and received a copy of this evaluation.

Employee's signature

Date

I **do** intend to attach a supplement.

I **do not** intend to attach a supplement.

Supervisor's signature

Date

Employee Supplement to Performance Review

Employee's comments:

Supervisor's response:

Employee's signature

Date

Supervisor's signature

Date

SAMPLE Employment Agreement

Note: This is a guide to the preparation of an employment agreement between a law firm, government agency, or corporation and a legal administrator. It is important for the administrator to consult with his or her own legal advisor before signing any employment agreement.

LEGAL ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, ____ (year), by and between _____, a partnership/corporation/governmental agency with its principal office at _____, hereinafter called "Employer," and _____, an individual residing at _____ hereinafter called "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ Employee as a legal administrator and Employee is willing to accept such employment under the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Employment

Employer employs Employee for the term of this Agreement to serve Employer in the capacity of _____ (Employee's title).

Extent of Service. Employee accepts such employment and agrees that throughout the term of employment hereunder, Employee will devote full time, attention, knowledge and skills to the best of Employee's ability in furtherance of Employee's duties and responsibilities hereunder. Employee will perform the duties assigned, and shall not, during the term of employment hereunder, enter into the service of, or be employed in any capacity or for any purpose whatsoever, by any person, firm, or corporation other than Employer. Nothing herein shall prohibit Employee from investing in or owning all or any portion of any business or businesses in such form or manner as will not require any substantial services by Employee in the operation or affairs of such business or businesses.

2. Term

The initial term of this Agreement shall be for a period of ____ year(s), commencing as of the ____ day of _____, ____ (year), and ending on the ____ day of _____, ____ (year). Thereafter, this Agreement shall continue on a year-to-year basis unless terminated by written notice by either party to the other, which notice shall be given at least thirty (30) days prior to the commencement of the next yearly period. For purposes of this Agreement, the word "term" shall mean the initial term of this Agreement plus any extensions or renewals thereof.

3. Compensation

As full compensation for Employee's services hereunder, Employer will pay to Employee the following:

(a) A base salary ("Base Salary") of \$_____ per year, payable in substantially equal twice-monthly installments during the term hereof. The Base Salary shall be adjusted as of January 1 of each year during the term hereof, commencing January 1, ____ (year), to maintain the Base Salary at a level comparable to the base salaries of legal administrators of employers substantially similar to Employer and to reflect increases in the cost of living. At a minimum, the Base Salary shall be adjusted as of January 1 of each year during the term hereof, commencing January 1, ____ (year), by multiplying the Base Salary by a fraction, the denominator of which shall be the Consumer Price Index for All Cities for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor ("COL Index") for January ____ (year), and the numerator of which shall be the COL Index for the September immediately prior to each January 1; provided, however, that in no event shall the Base Salary be less than \$_____ per year.

(b) In addition to the Base Salary, Employer shall pay the Employee with respect to each twelve-month period of the term hereof a bonus in recognition of Employee's contributions to Employer's profits during the period. Employer shall appoint a committee to determine the amount of the bonus. The bonus shall be paid no later than January 30 of each year of this Agreement.

4. Employee Benefits

Employee shall receive the benefits of group health, life, and unemployment insurance, hospital and major medical plans (any such plan or plans to cover Employee's dependents when such dependent coverage is available), and other employee benefits of Employer available generally to Employer's partners or senior level professionals, including any pension or profit sharing plans now in effect, or becoming effective subsequent to the date of this Agreement.

5. Description of Employee's Responsibilities and Duties

Employee shall be responsible for the general management and coordination of functions commensurate with the Employer's growth and needs. Employee shall be responsible for the formalization of policy in the areas of finance, personnel and general administration. Employee's authority is derived from the _____ Committee (hereinafter "Committee"). On all matters that are not within established Employer policies, Employee shall request guidance from the Committee. Employee shall have the right by giving notice at least one week in advance, to meet with the Committee of Employer for the purpose of discussing any problem areas relating to Employee's duties, and to have the Committee specifically define or interpret any procedural difficulties or problems having a direct relation to Employee's duties and responsibilities. After approval of Employer's budget, Employee shall be authorized to discipline, discharge and reassign staff personnel as well as grant them salary increases and to make purchases in allowed amounts under the budget. The Attachment to this Agreement lists the functions and duties that shall be within the scope of Employee's authority.

SAMPLE Employment Agreement

6. Expense Reimbursements

(a) *Moving Cost.* Employer shall reimburse Employee for all costs incurred by Employee in moving Employee's family, furniture and household goods from the area of Employee's previous employment to the area of Employer's office.

(b) *Attendant Real Estate Expenses.* Employer shall reimburse Employee for any penalty amount due and payable to any lending institution as a result of the sale of Employee's current residence, such penalty being incurred as a result of the early payment of any loan, or other encumbrance against such residence. Employer shall reimburse Employee for any brokerage commission incurred with respect to the sale of Employee's current residence, and the purchase of a new residence in the area of Employer's office. Employer will additionally, at no cost, provide such legal advice, drafting, or other documentation, as may be necessary in connection with the purchase and financing of a new residence.

(c) *General Expenses.* Where budgeted or authorized by the Committee, Employee shall be reimbursed for all reasonable expenses incurred in connection with Employee's performance of responsibilities and after presentations of an itemized account of such expenses.

7. Vacation and Sick Leave

During the term hereof, Employee shall be entitled to _____ weeks paid vacation for each twelve-month period, the times for such vacation to be determined within the discretion of Employee and the Committee. In addition, Employee shall be entitled to _____ days sick leave for each twelve-month period.

8. Termination in Event of Disability or Illness

If _____ becomes unable to perform his/her obligations under this Agreement by reason of illness or disability for more than ninety (90) consecutive days, the firm shall have discretion to terminate the Agreement, subject only to the firm's obligation to pay _____ for the entire ninety-day period.

9. Severance Pay and Death Benefits

(a) *Severance Pay.* If Employee's employment shall terminate for any reason prior to the expiration of the term hereof, other than termination by reason of Employee's death or for cause, Employee shall be entitled to receive severance pay. Such severance pay shall be equal to 20 percent of the last full year's total compensation and shall be payable in four substantially equal twice-monthly installments.

(b) *Death Benefits.* If Employee's employment hereunder shall terminate by reason of Employee's death prior to the expiration of the term hereof, Employee's estate shall be entitled to receive a death benefit equal to the severance pay amount as provided in subparagraph (a) above. The death benefit amount shall be paid in a lump sum within 30 days after the date of Employee's death.

10. Continuing Education

Employee, with the approval of the Committee, shall be entitled no less than annually to attend seminars, or any other continuing education program which will enhance Employee's administrative skills as a legal administrator. All costs incurred by Employee in pursuance of such continuing education, including travel, meals, and lodging, shall be borne by Employer.

SAMPLE Employment Agreement

- 11. Office and Secretarial Service** Employer shall supply Employee with adequate and convenient office facilities, including such office equipment and supplies as may be needed by Employee. Employer shall provide Employee with secretarial and administrative assistance.
- 12. Professional Dues** Employer shall pay all professional dues payable on behalf of Employee to such associations as are deemed desirable in the opinion of Employee and the Committee.
- 13. Termination Without Cause** Employer and Employee agree that this Agreement may be terminated by either party at any time effective sixty (60) days from giving of written notice of such termination; provided, however, that termination of this Agreement under this paragraph shall be subject to paragraph 9(a) relating to severance pay, and Employee shall still be entitled to severance pay as therein provided.
- 14. Termination of Employee for Cause** Employer may terminate Employee at any time for cause. Grounds for which a termination for cause shall be allowed are: (a) action indicating moral turpitude including the commission of any serious crime; or (b) gross negligence or extreme malfeasance in the performance of the duties described in this Agreement.
- 15. Assignment and Enforceability** This Agreement may not be assigned by Employee; this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. In the event Employer should merge, consolidate, or otherwise undergo any type of fundamental change in the form in which it does business or undergoes any change in the character or make-up or overall management, this Agreement shall survive and continue to be binding on Employer or any resulting entity.
- 16. Entire Agreement** No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by the party against whom enforcement thereof is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Employer

By

Employee



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