

## Residency-in-Practice Trimester Agreement

**Name of Student:** \_\_\_\_\_ **Start Date:** \_\_\_\_\_

**Field Placement Site:** \_\_\_\_\_

**Supervising Attorney or Judge Name:** \_\_\_\_\_

### I. Parties

This agreement is made by and between the above-named student, who is currently enrolled at Elon Law School; the Supervising Attorney or Judge (“Field Supervisor”), named above, who has the authority to ensure a quality educational experience for the student at the field placement site; and the Faculty Supervisor, named below, who is a member of the Elon Law faculty and who will ensure that all field placement academic requirements are met. The information in this agreement supplements that previously provided by the Student and by representatives of the Field Placement Site.

### II. Purpose

The general purpose of the Externship Program (Program) is to provide participating law students with substantial lawyering experience reasonably similar to the experience of a lawyer advising or representing a client or engaging in other lawyering tasks under direct attorney or judicial supervision at the field placement. Desired Program outcomes include that students will:

- transfer knowledge from the study of law to the practice of law through the application of doctrine in practice, and bring back new knowledge and skills to the classroom;
- increase their knowledge of the legal profession, enhancing their development as legal professionals and deepening their understanding of their professional responsibilities; and
- increase their ability to learn from experience during and after law school through regular feedback from attorneys, self-evaluation, and regular reflection on the lessons of practice under the faculty guidance.

All parties understand this purpose and that the Student is the primary beneficiary of the Program.

## Field Supervisor Responsibilities:

- A. The Field Supervisor accepts primary responsibility for overseeing the Student experience at the placement throughout the term and monitoring the progress of all Student work including any work assigned by other attorneys.
- B. The Field Supervisor agrees to assign tasks to the Student that are representative of the placement and Field Supervisor's work. Where appropriate, the Student will be certified to appear in court or personally represent a client under attorney supervision.
- C. The Field Supervisor agrees that as appropriate, the Student will be offered opportunities to participate in all aspects of placement cases or projects, such as client interviewing, counseling, case planning, negotiation, fact investigation, trial preparation and trial, meetings, policy development, legal research, drafting, legal writing, and guided observation of these or other lawyering activities.
- D. The Field Supervisor will ensure that the Student is not assigned clerical tasks, e.g., filing, photocopying, library updating, indexing, unless such tasks are specifically related to an educational activity.
- E. The Field Supervisor agrees to meet with the Student at the start of the term to review and discuss the Student's educational goals and strategies for achieving goals. The Field Supervisor will approve and sign the Learning Goals and Plan form.
- F. The Field Supervisor agrees to meet with the Student as often as necessary to provide timely and meaningful feedback on assignments and lawyering tasks, and to ensure Student is getting substantial lawyering experience.
- G. The Field Supervisor agrees to arrange substantive work for the Student to do when the Field Supervisor plans on being unavailable during regular office hours for a significant period of time.

PLANNED DATES FIELD SUPERVISOR WILL BE UNAVAILABLE: \_\_\_\_\_

- H. The Field Supervisor agrees to complete a written evaluation of the Student's performance midway and at the end of term and to submit the evaluations to the Faculty Supervisor in such form and at such time or times as required.
- I. The Field Supervisor recognizes the educational nature of the Student's field placement and agrees not to bill for the student's work.

### **III. Student Responsibilities:**

- A. The Student agrees to perform work assigned by the Field Supervisor in connection with the field placement, to seek work when idle, and to seek feedback on all assignments.
- B. The Student agrees to complete at least \_\_\_\_ hours of work per the following work schedule (DAYS/TIMES): \_\_\_\_\_
- C. The Student agrees to seek permission from the Field Supervisor for any changes or modifications in the placement work schedule. If sick, the Student agrees to notify the Field Supervisor, or his or her designee, as soon as feasible. The dates below are requested at this time:  
IMPORTANT DATES/EVENTS/REQUESTED TIME OFF: \_\_\_\_\_
- D. The Student agrees to comply with the Rules of Professional Conduct and other rules, guidelines, or policies applicable to the particular field placement.
- E. The Student agrees to identify specific individual educational goals and strategies for achieving goals, review and discuss the goals and strategies with the Field Supervisor, and submit a copy of the Learning Goals and Plan to the Faculty Supervisor.
- F. The Student agrees to contemporaneously record time that truthfully describes the Student's activities in the field placement and the time devoted to each activity, as instructed by the Faculty Supervisor.
- G. The Student agrees to record the Student's thoughts, reflections and observations about his/her activities in a Learning Journal, as instructed by the Faculty Supervisor.
- H. The Student agrees to complete a mid-term and an end-of-term self-evaluation, as well as a Field Evaluation.

### **IV. Faculty Supervisor Responsibilities:**

- A. The Faculty Supervisor, with assistance from other Elon faculty, agrees to interact with the Student and the Field Supervisor to ensure a quality educational experience at the Student's field placement. One conference with the Field Supervisor shall be at mid-term, in person or via Skype/phone, and may involve the Student.
- B. The Faculty Supervisor agrees to review and give feedback on Student's Learning Goals and Plan, and to use this document throughout the term to help the Student make progress on stated goals.

- C. The Faculty Supervisor agrees to conference with the Student at least twice over the term and to be available to talk with the Student at other times as needed to assure educational progress.
- D. The Faculty Supervisor agrees to review and comment on Student's Learning Journal as part of on-going, contemporaneous, faculty-guided reflection.
- E. The Faculty Supervisor agrees to convene Student's Practice Affinity Group at least twice during the term to deepen inquiry into lessons from the field experience.
- F. The Faculty Supervisor agrees to be available to assist the Student and Field Supervisor should any questions or concerns arise during the semester.
- G. The Faculty Supervisor agrees to evaluate the student's academic performance at the end of the term on a pass/fail basis. This evaluation will consider whether the number of required hours were completed, whether written assignments were completed, including Learning Journals and Time Logs, and whether the Student performed professionally and competently at Field Placement.

## V. **Agreement**

I, the undersigned, have read this document and agree to perform the duties specified.

_____	_____	_____
Name of Student	Signature	Date
_____	_____	_____
Name of Field Supervisor	Signature	Date
_____	_____	_____
Name of Faculty Supervisor	Signature	Date