

# Site Supervisor, Student Extern, and Faculty Supervisor Agreement

Extern:	Semester/Year of Externship:
Site Supervisor:	
Placement Name:	
Faculty Supervisor:	

The following is a written understanding between each party to the externship experience—site supervisor(s), student extern, and faculty supervisor—setting forth the minimum standards expected of each in order for the student to successfully complete the externship program.

### I. Site Supervisor's Agreement:

Thank you for your support, supervision, and mentoring of a law student extern. Please fill in the necessary information and add any comments on this form.

As a site supervisor, I agree to the following (initial each standard):

**Orientation:** I will ensure that the extern receives an orientation, including a discussion of office procedures and confidentiality, and an overview of the work and expectations of the extern.

**Supervision:** I have the authority, ability, and resources to ensure that the extern has a supervising attorney or judge who will actively train, supervise, and mentor him or her throughout the semester.

**Communication:** I will inform the extern of the system for assigning work projects and ensure he or she is given clear deadlines and will receive ongoing guidance for managing the workload.

**\_\_\_\_\_Skills Development:** The extern will be engaged in a substantial lawyering experience that includes multiple opportunities for performance, feedback, and self-evaluation.

Assignments: The extern will be assigned work that is similar to that of a law clerk or entry-level staff attorney, including exposure to a broad range of lawyering skills. Assignments may include, but are not limited to: drafting documents and pleadings; researching and writing memoranda; interviewing clients and witnesses; attending conferences; negotiations or mediations; and observing or participating in meetings, depositions, or court proceedings. Administrative work will be kept to a minimum.

\_Feedback: The extern will be provided specific, individualized, and timely feedback on his or her work.

- **Observation:** The extern will have opportunities to observe court proceedings, client/staff/strategy meetings, and other appropriate professional activities.
  - **Opportunities for Reflection:** The extern will have the opportunity to meet with his or her supervisor, other attorneys, and/or staff to discuss the extern's observations, experiences, and other issues relevant to the profession.
  - Supervisor Accessibility: The extern and site supervisor will meet at least weekly. In addition to any standing meetings, the site supervisor will be available to meet with the extern as needed to provide support and feedback on assignments.
- **Forms:** I will comply with the school's evaluation requirements, including reviewing any student self-assessments, completing evaluations, and providing feedback to the extern in a timely manner.
- Logistics: I will verify that the extern has a designated workspace and access to the tools (e.g., telephone, computer, library) and support reasonably necessary to complete assignments.
- Legal Compliance: My organization is responsible for ensuring that our labor and employment practices are in compliance with state, local, and federal laws as related to the externship.
- <u>Non-Discrimination/Non-Harassment</u>: I have read and agree to comply with the University's policies on discrimination and harassment. (See Section IV)
- **\_\_\_\_\_Bar Admission/Status:** I certify that I and the extern's other direct supervisors, if applicable, are active members of the *(state)* **\_\_\_\_\_**Bar.

### II. Extern's Agreement:

The extern should fill in the necessary information, and add any comments on this form.

As an extern, I agree to the following (initial each standard):

**Professionalism:** I agree to follow directions, seek clarification and advice in a timely fashion, and comport myself with professionalism and integrity.

**\_\_\_\_\_Development Goals:** I will create goals for the semester of how I plan to develop professionally and will discuss these with my site supervisor and faculty supervisor.

**Academic Component:** I agree to complete all required readings, evaluations, and/or other assignments required by the faculty supervisor.

Opportunities for Reflection: I will reflect on the observations, experiences, ethical considerations, and other issues that arise during my externship. As directed by my faculty supervisor, I will submit reflection papers or journals analyzing my experiences. In so doing, I will be mindful of my confidentiality obligations.

**Self-Evaluation:** I will strive to self-assess on each assignment I complete. In so doing, I will consider what I did effectively and areas for improvement. Where possible and appropriate, I will discuss my self-assessment with my faculty and site supervisors. I will be open to feedback from my supervisors and will consider how it can be applied specifically and globally to my future work.

My externship <b>Start Date</b> is:
-------------------------------------

\_\_I am enrolled in\_\_\_\_(#) units for this externship. I understand that to receive credit I must on average work\_\_\_\_(#) hours per week for\_\_\_\_(#) of weeks, for a total of\_\_\_\_hours during the semester. (Please see the Academic Rules for hours-per-unit information.)

During this semester, I have the following classes and commitments in addition to my externship. In addition to class, examples of commitments include work, office hours, pro bono, and any other regularly-scheduled events/meetings.

Name of Class/Commitment		Day/Time/# Hours per week
	_	
	_	
	_	
	_	
	_	
	_	

### III. Faculty Supervisor's Agreement:

The faculty supervisor has read and agreed to perform the following:

- Academic Requirements: I will establish requirements (including readings, reflective papers or journals, and/or other assignments) designed to develop the extern's experience in their placement, including encouraging self-evaluation and reflection.
- **Site Evaluation:** I will remain in regular contact, including possible visits, with the externship site and the extern to ensure the quality of the educational experience.
- **Training and Availability:** I will provide training to site supervisors and staff. I will be available as a resource should any concerns or issues arise.
- **Evaluation:** I will evaluate the extern's academic performance during the externship. The assessment will be based, inter alia, on the extern and supervisor evaluations, timely compliance with requirements, the quality of the self-reflection, and professionalism. Based on this evaluation, I will determine whether credit should be granted.

## IV. Non-Discrimination and Non-Harassment Policies:

**Non-Discrimination Policy:** The University of California, Irvine School of Law is committed to a policy against legally impermissible, arbitrary or unreasonable discriminatory practices. All groups, including administration, faculty, student governments, and programs sponsored by the Law School, are governed by this policy of non-discrimination. The Law School's policy on nondiscrimination is to comply fully with applicable law.

The UC Irvine School of Law complies with the University of California anti-discrimination policies, which apply throughout the University of California system. <u>https://policy.ucop.edu/doc/1001004/Anti-Discrimination</u>.

The UC Irvine School of Law does not discriminate unlawfully on the basis of race, color, religion, citizenship, national or ethnic origin, ancestry, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression, gender transition, sexual orientation, age (at least 40 years of age), physical or mental disability (including having a history of disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing generic information (including family medical history), marital status, veteran or military status, or any other characteristic protected by applicable law. This nondiscrimination policy covers admissions, access and treatment in UC Irvine School of Law-sponsored programs and activities.

**Non-Harassment Policy:** The University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, gender identity, pregnancy (1), physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services (2). The University also prohibits sexual harassment. This nondiscrimination policy covers admission, access, and treatment in University programs and activities.

## **Definitions:**

**Discrimination** is unequal treatment of an individual or group of people based upon race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services where there is no legitimate reason for such treatment.

**Harassment**, on any of the bases set forth above in the definition of discrimination, is defined as unwelcome conduct, including verbal, nonverbal, or physical conduct, that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates an environment such that a reasonable person would find the conduct intimidating, hostile, or offensive. Harassment as used in these guidelines can include Sexual Harassment.

**Sexual Harassment** is unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical conduct of a sexual nature when:

- Quid Pro Quo: a person's submission to such conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, grades or advancement, or other decisions affecting participation in a University program; or
- **Hostile Environment:** such conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or

other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.

**Retaliation** includes threats, intimidation, reprisals, and/or adverse employment or educational actions against a person based on their report of Prohibited Conduct or participation in the investigation, report, remedial, or disciplinary processes provided for in these guidelines.

The University will respond promptly and effectively to reports of any prohibited conduct and will take appropriate action to prevent, to correct, and when necessary, to remedy behavior that violates the University's policy. For more information, please visit <u>http://www.oeod.uci.edu/</u>.

#### V. Signatures:

We have reviewed this document and agree to act in accordance with these expectations.

Signature of Site Supervisor:	
Date:	Email Address:
Contact Phone Number:	
Signature of Student Extern:	
Date:	Email Address:
Contact Phone Number:	
Signature of Faculty Supervisor:	
Date:	Email Address:
Contact Phone Number:	

#### Please keep a copy for your records, and return this form to:

Externship Program externship@law.uci.edu 401 E Peltason Drive, Suite 1000 Irvine, CA 92697-8000

For more information about externships and supervision, please see the <u>GLACE Supervision Manual</u>.

This form was developed and adopted for use by the Bay Area Consortium on Externships (BACE) and the Greater Los Angeles Consortium on Externships (GLACE). Participating BACE schools: Golden Gate University School of Law, JFK University College of Law, Santa Clara University School of Law, Stanford Law School, UC Berkeley School of Law, UC Davis School of Law, UC Hastings College of the Law, University of the Pacific/McGeorge School of Law, University of San Francisco School of Law. Participating GLACE schools: Chapman University Dale E. Fowler School of Law, Pepperdine University School of Law, Southwestern Law School, UC Irvine School of Law, UCLA Law School, USC Gould School of Law, Western State University College of Law, Whittier Law School.