MITCHELL HAMLINE SCHOOL OF LAW (MHSL)

**RESIDENCY EDUCATION AGREEMENT**

*THIS AGREEMENT MUST BE TYPED.*

**Students, submit this agreement to your faculty supervisor after you and the site supervisor have initialed and signed the agreement.**

**Check the appropriate course:**

**Independent Residency (Course Number 3072)**

**Residency Course**

**Course Name:** Click here to enter text.

**Course Number:**

**Student Name:**

**ID #:**

**Address:**

**Phone:**

**Email address (default is MHSL address):**

**Semester: Fall  Spring  Summer  Year 20**

**Credits (including academic component): 10  11  12  13  14  15**

I understand that for *each* credit received, the Student must log 45 hours, including time working at the placement site and time spent working with the Faculty Supervisor. Forty-five hours requires an average of 3 hours per week for 15 weeks.

**Will you be paid for any work counting toward the required hours? Yes  No**

**Field Placement Site (Organization or Court):**

**Address:**

**Name & Title of Site Supervisor:**

**If licensed attorney, state(s) of licensure and Attorney ID(s):**

**Phone:   
Email address:**

**Name & Title of Faculty Supervisor:[[1]](#footnote-1)**

**Check here if placement organization is a 501(c)(3) organization or government agency. Any UNPAID hours worked over your credit hours qualify for MJF volunteer public service hours. Please log in your MJF hours.**

**REQUIREMENTS FOR ALL RESIDENCIES**

*All residencies consist of two components: (a) a work experience under the supervision of the Site Supervisor (“fieldwork”); and (b) an academic component under the supervision of the Faculty Supervisor. This section of the Agreement sets out the minimum requirements expected of the Site Supervisor, Faculty Supervisor, and Student in order for MHSL to grant academic credit for an residency. Each must complete the section that relates to his or her role.*

# Site Supervisor’s Agreement: Thank you for your support, supervision, and mentoring of a law student extern. Please initial each requirement to indicate your agreement (typed is fine).

As Site Supervisor, I agree to the following:

**Supervision:** I have the authority, ability, and resources to ensure that the Student is supervised by a licensed attorney or other qualified individual who will (1) help the Student develop and meet learning goals for the residency, and (2) actively direct, monitor, and mentor him/her throughout the semester.

**Field Activities:** The Student will be engaged in (1) a substantial lawyering experience that (2) exposes the Student to a variety of lawyering skills and tasks (3) in furtherance of the Student’s learning goals and (4) includes multiple opportunities for performance, feedback, and self-evaluation. *Assignments may include (without limitation) drafting contracts, briefs, pleadings or other legal documents; researching and writing legal memoranda; interviewing clients, witnesses, or other persons with relevant information; attending negotiations or mediations; and observing or participating in meetings, depositions, or court proceedings.* **Administrative work will be kept to a minimum.**

**Communication & Feedback:** I will keep the Student informed about office practices and assignment requirements and deadlines. I will be available to meet with the Student to provide instruction, support, and feedback on assignments. The Student will be provided specific, individualized, and timely feedback on his/her work.

**Participation in Evaluation:** I will cooperate with MHSL in evaluating the quality of the Student’s residency experience and the Student’s performance, including meeting regularly with the Faculty Supervisor or Externship Director by phone or in person, reviewing any student self-assessments, and completing evaluations. If the Student is being compensated for fieldwork, I will attend a mid-semester meeting among the Student, Faculty Supervisor and myself to review progress toward, re-assess, and adjust the Student’s learning goals. I understand that meeting will be organized by the Faculty Supervisor at a mutually convenient time and that the meeting must be in-person unless one or more parties is in a remote location, in which case the meeting may be held using video conferencing technology.

**Legal Compliance**: My organization is responsible for ensuring that our labor and employment practices are in compliance with applicable state, local, and federal laws, including any student practice requirements.

**Assistance and Support**: I will contact the Faculty Supervisor or Externship Director with any questions, concerns, or requests for additional support.

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# Student’s Agreement: Please initial each requirement to indicate your agreement (typed is fine).

# As a student extern, I agree to the following:

**Professionalism:** I agree to (1) follow directions, seek clarification and advice in a timely fashion, and comport myself with professionalism and integrity; (2) abide by the field placement site’s confidentiality and privilege rules and policies, including in any writing or discussions with the Faculty Supervisor; and (3) abide by the agreed-upon schedule, including showing up on time, providing sufficient notice for any absences, and contacting the Site Supervisor immediately if I am ill or have an emergency.

**Learning Goals:** I understand the purpose of the residency is to learn while performing legal work under the supervision of an attorney, judge or other qualified individual. I will create learning goals for the semester and discuss these with my Site Supervisor and Faculty Supervisor. I will ask questions, become involved in the work of the office, and devote myself to use the time at the placement to learn everything I can.

**Self-Evaluation:** I will strive to assess my performance 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 related and applied specifically to my future work.

**Academic Component:** I will meet with the Faculty Supervisor to reflect on the observations, experiences, ethical considerations, and other issues that arise during my residency. I agree to complete all required readings, evaluations, and other assignments required by the Faculty Supervisor. In so doing, I will be mindful of my confidentiality obligations. I will participate in a mid-semester meeting with the Site Supervisor to review my progress toward, re-assess, and adjust my learning goals. If I am being compensated for fieldwork, I understand that a mid-semester meeting among the Site Supervisor, Faculty Supervisor and myself is mandatory. I understand that the meeting will be organized by the Faculty Supervisor at a mutually convenient time and that the meeting must be in-person unless one or more parties is in a remote location, in which case the meeting may be held using video conferencing technology.

**Timekeeping:** Using MHSL’s online timekeeping system, I will keep detailed time records of *all* time spent working with or for the Site Supervisor (or designee) and with or for the Faculty Supervisor.

**Assistance and Support:** If any problems arise during my residency or if I have any concerns, I will immediately contact my Faculty Supervisor.

# Faculty Supervisor’s Agreement: Please initial each paragraph to indicate your agreement (typed is fine).

# As Faculty Supervisor, I agree to the following:

**Academic Requirements:** I will establish requirements (such as meetings, readings, reflective papers or journals, or other assignments) designed to support and enrich the Student’s experience in his/her placement, including through self-evaluation and reflection.

**Site Evaluation**: I will remain in regular contact, including possible site visits, with the Site Supervisor and the Student to ensure the quality of the educational experience. If the Student is being compensated for fieldwork, I will organize, at a mutually convenient time, and attend a mid-semester meeting among the Student, Site Supervisor and myself to review progress toward, re-assess, and adjust the Student’s learning goals. The meeting must be in-person unless one or more parties is in a remote location, in which case the meeting may be held using video conferencing technology.

**Availability:** I will be available as a resource to the Student and the Site Supervisor should any concerns or issues arise.

**Evaluation:** I will evaluate the extern’s academic performance during the residency. The assessment will be based on the Student and Site Supervisor evaluations, timely compliance with residency requirements, the quality of self-reflection, and professionalism. Based on this evaluation, I will determine whether credit should be granted.

**Assistance and Support**: I will contact the Site Supervisor or Externship Director with any questions, concerns, or requests for additional support.

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**[AGREEMENT CONTINUES NEXT PAGE]**

**SPECIFIC EXPECTATIONS FOR THIS RESIDENCY**

*This section of the Agreement sets out specific means by which the Student, Site Supervisor and Faculty Supervisor will meet key requirements. The Student must complete this section after consultation with the Site and Faculty Supervisors.*

1. **Student’s Learning Goals** (for student continuing at a previous work site, goals must specifically address how work will be different so as to promote substantial ongoing learning)
2. **Student’s Field Activities** (must provide “substantial lawyering experience…that is reasonably similar to the experience of a lawyer advising or representing a client or engaging in other lawyering tasks,” including opportunities for performance, not just observation)
3. **Plan for Site Supervision of Student** (including feedback on student work)
4. **Plan for Faculty Supervision of Student** (including meetings, opportunities for

self-evaluation, and other requirements determined by the faculty supervisor)

1. **Plan for Faculty Contact with Site Supervisor**

The Externship Director or designee will contact Site Supervisors at new placement sites before signing this agreement. For all placement sites, the Faculty Supervisor will contact the Site Supervisor for at least one status report midway through the semester. If the Student is being compensated for fieldwork, a mid-semester meeting among the Student, Faculty Supervisor and Site Supervisor is required. MHSL will send a follow-up survey instrument when the semester’s work is completed. No credits or grade (P/F) will be awarded until these steps have been taken.

Additional Faculty Contact with Site Supervisor:

**Use additional page as necessary.**

**SIGNATURES OF APPROVAL**

*I have reviewed and agree to act in accordance with this Agreement.*

**Site Supervisor or Judge**

**The Student's residency is for academic credit.**

**The Student will also be compensated for some or all fieldwork. Yes  No**

**I certify that the Student’s fieldwork will be supervised by a licensed attorney or individual otherwise qualified to supervise the planned field activities set out in Section B, above.**

**Site Supervisor or Judge: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Faculty Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Externship Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

1. In the context of a Residency course, the term “Faculty Supervisor” refers to the course instructor throughout this agreement. [↑](#footnote-ref-1)