



## MEMORANDUM OF UNDERSTANDING

(law student, field placement supervisor, and faculty supervisor must sign every semester)

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Name of Field Placement Organization

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Field Placement Address

City, State, Zip

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Name of Field Placement Supervisor

Supervisor's Job Title

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Field Placement Supervisor's Email Address

Field Placement Phone Number

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Name of Law Student

Work Term (e.g., Spring 20xx )

Externships are a three-way relationship: The law student performs legal work that is assigned, supervised and evaluated by the field placement supervisor(s). The faculty supervisor monitors progress of the student's professional development and teaches and grades the work assigned in the student's classroom component with input from the placement supervisor. Each party acknowledges the following:

- 1) I acknowledge the following conditions for Atlanta's John Marshall Law School's Externship Program as in accordance with ABA Guidelines:
- 2) I understand that this is an externship which allows a student to earn academic credit for a "substantial" lawyering experience.
- 3) I accept direct supervision and responsibility for the extern while at the placement office this semester; specifically I will provide opportunities for observation, performance and face-to-face as well as written feedback.
- 4) I promise to monitor, mentor and assess the student's progress of individual learning goals.
- 5) I understand that only students certified to practice under the Georgia student practice rule or the Third Year Practice Act are qualified to practice law under the supervision of an attorney licensed in the State of Georgia.
- 6) I or someone with authority will ensure the student is oriented to any applicable rules, policies, procedures, methods, and operations at the Field Placement Office.
- 7) I will ensure the student has adequate/designated and safe on-site workspace which includes access to technology and resources necessary to complete assignments. I understand that the student is not permitted to work remotely or from a virtual office.
- 8) I acknowledge the extern may only use student access to Lexis Nexis, Westlaw and Bloomberg accounts if the research being performed is in furtherance of the learning objectives for the program.
- 9) I acknowledge the student is to perform substantive legal work and will not *primarily* perform clerical tasks such as filing or photocopying.
- 10) I will make myself available for student questions and will meet with students face-to-face on a regular basis.
- 11) I agree to assign work that requires timely and specific feedback and to ensure the feedback is substantive in nature according to the learning objectives set forth at the beginning of the semester, and I agree to meet with the student extern throughout the semester to provide formative feedback.
- 12) At the beginning of this semester, I or someone with authority will meet with the student to discuss specific learning objectives and provide a plan for the student to complete said objectives.

- 13) I will assess and certify the student’s overall performance including required field hours by completing a midterm and final evaluation form.
- 14) I will ensure the student’s work schedule will not prevent him/her from attending scheduled classes.
- 15) I will not rely solely on text messaging or email as the primary method of communicating with the student.
- 16) If I see any moments for development in the classroom or if a problem occurs, I will contact Dean Bridgett E. Ortega at [bortega@johnmarshall.edu](mailto:bortega@johnmarshall.edu) or (678) 916-2678.

By signing below you certify that:

- You have read and understand the terms and conditions stated above;
- You have been given authority to ensure that externs receive appropriate work assignments, supervision, and feedback, consistent with the description provided above as amended by each student’s learning objectives and opportunities for performance;
- You will ensure prompt completion of midterm and final evaluations, and prompt cooperation and communication with the faculty supervisor and externship program administrator as requested;
- You will comply with all rules promulgated by the Law School regarding externships, and all applicable federal and state laws, regulations, and Georgia Bar rules;
- You will not compensate the student, except for reasonable incidental expenses (e.g. parking, mileage, photocopying, etc.);
- You will not bill out or otherwise claim compensation for the student’s work to clients or other third parties;
- You will provide malpractice insurance coverage of the student’s work to the same extent that you provide for other non-lawyers working in your office on legal matters; and
- Unless you are an organization for whom individuals are permitted to volunteer under the Fair Labor Standards Act, no extern will displace an employee whom you would ordinarily have to compensate for the same work, whether on a full-time or part-time basis.

*This Memorandum of Understanding **MUST** be signed (**not typed**) and dated by the field placement supervisor and the law student and returned to the Office of Experiential Learning prior to the initiation of the externship.*

Executed and Agreed to By:		
Field Placement Supervisor	Law Student	AJMLS Faculty Supervisor
_____	Atlanta’s John Marshall Law School	Atlanta’s John Marshall Law School
Name of Organization		
_____	_____	Bridgett E. Ortega
Printed Name	Printed Name	Printed Name
_____	Extern	Assistant Dean, Exp. Learning
Job Title	Job Title	Job Title
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Date	Date	Date

**Please return the signed MOU form by email to [pwilson@johnmarshall.edu](mailto:pwilson@johnmarshall.edu)**