

# **Residency Program**

## **Memorandum of Understanding**

### **With Permission for Day-Time Course**

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

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

**Supervising Attorney Name:** \_\_\_\_\_

#### **I. Parties**

This agreement is made by and between the above-named student, who is currently enrolled at Elon Law School; the Site Supervisor, named below, 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 the Site Supervisor.

#### **II. Purpose**

The general purpose of the Residency 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 judicial or attorney supervision at the field placement. Desired Program outcomes include the following:

- Integrate substantive learning with practical experience and assimilate 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 knowledge of the legal profession, enhance development of ones' professional identity, deepen ones' understanding of professional responsibilities; and
- increase and enhance the ability to learn from experience during and after law school through regular feedback from judges, attorneys, and faculty supervisors and use self-evaluation and self- reflection to promote professional growth.

All parties understand this purpose and that the Student is the primary beneficiary of the Program. For Residency students, successful completion of the residency is a requirement of graduation

## RESIDENCY FIELD PLACEMENT SUPERVISOR

- A. The Residency Supervisor recognizes that the Student is not an employee and the residency placement is a part of the Student's academic curriculum and primarily for the educational benefit to the Student.
- B. The Residency 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.
- C. The Residency Supervisor agrees to assign tasks to the Student that are representative of the placement and Site Supervisor's work. When appropriate, the Student will be certified to appear in court or personally represent a client under attorney supervision.
- D. The Residency 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.
- E. The Residency 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 a lawyering task and an educational activity.
- F. The Residency 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 Site Supervisor will approve and sign the Learning Goals and Plan form.
- G. The Residency 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.
- H. The Residency Supervisor agrees to arrange substantive work for the Student to do when the Site Supervisor plans on being unavailable during regular office hours for a significant period of time.
- I. The Residency Supervisor agrees that the Site Supervisor and the Student will agree to a protocol and plan for communication for remote work assignments.
- J. The Residency 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.

## STUDENT

- A. The Student understands and agrees that the Student is not an employee of the placement site and that the Residency Placement is a part of the student's academic curriculum and is primarily for the educational benefit of the student.
- B. The Student agrees to perform work assigned by the Site Supervisor in connection with the field placement, to seek out work assignments, and to seek feedback on all assignments.
- C. The Student is required to take an ACCOMPANYING COURSE from Elon Law and through this Agreement seeks permission to take a course that conflicts with work hours. This course is \_\_\_\_\_, which meets from \_\_\_\_\_ to \_\_\_\_\_ on these days of the week: \_\_\_\_\_. The Student will earn \_\_\_\_\_ credits for the course. If the course is 2 credits, the Student must complete 36 hours of Residency per week; if the course is 3 credits, the Student must complete 32 hours of Residency per week. These hours do not include time needed to complete Residency academic requirements in Section V.
- D. The Student agrees to the following work schedule:  
PLANNED WORK SCHEDULE (DAYS/TIMES): \_\_\_\_\_
- E. The Student agrees to seek permission from the Site Supervisor for any changes or modifications in the placement work schedule. If sick, the Student agrees to notify the Site Supervisor, or his or her designee, as soon as feasible.
- F. The Student agrees to comply with the Rules of Professional Conduct and other rules, guidelines, or policies applicable to the field placement.
- G. The Student agrees to identify specific individual educational goals and strategies for achieving goals, review and discuss the goals and strategies with the Site Supervisor and submit a copy of the Learning Goals and Plan to the Faculty Supervisor.
- H. 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.
- I. The Student agrees to timely submit required reports, journals, reflections and observations about his/her activities as instructed by the Faculty Supervisor.
- J. The Student agrees to complete a mid-term and an end-of-term self-evaluation, as well as a Site Evaluation.
- K. The Student agrees to provide the Site Supervisor with a plan for communication for

remote work assignments, which will include a minimum of daily outreach to the Site Supervisor.

- L. The Student agrees to attend classroom meetings as directed by the Faculty Supervisor.

## FACULTY SUPERVISOR

- A. The Faculty Supervisor, with assistance from other Elon faculty, agrees to interact with the Student and the Site Supervisor to ensure a quality educational experience at the Student's field placement. One conference with the Site 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 during 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 Site 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.

## **VI. Agreement**

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

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Name of Student	Signature	Date
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Name of Field Supervisor	Signature	Date
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Field Supervisor Email	Office Phone Number	EXTN
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Name of Faculty Supervisor	Signature	Date
/s/ <i>Katherine E. Holtzinger Conner</i>		

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