

**Residency Program
Memorandum of Understanding With
Permission for Day-Time Course**

Name of Student: _____ **Start Date:** _____ **End**
Date: _____

Field Placement Site: _____

Supervising Judge or Attorney Name: _____

I. Parties

This agreement is made by and between the above-named student, (“Student”) who is currently enrolled at Elon Law School; the above named Residency Site Supervisor, (“Residency Supervisor”), who has the authority to ensure a quality educational experience for the student at the field placement site; and the Faculty Supervisor, named below, (“Faculty Supervisor”) who is a member of the Elon Law faculty and who will ensure that all field placement academic requirements are met.

II. Purpose

The general purpose of the Residency Program is to provide participating law students with substantial lawyering experiences 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;
- Assimilate knowledge from the study of law to the practice of law through the application of doctrine in practice;
- Bring back new knowledge and skills to the classroom;
- Increase knowledge of the legal profession;
- Enhance development of the professional identity of participating students;
- Deepen students understanding of professional responsibilities;
- Increase and enhance the ability to learn from experience during and after law school through regular feedback from judges, attorneys, and faculty supervisors
- Use self-evaluation and self- reflection to promote professional growth.

All parties understand this purpose and desired outcomes of the Program and acknowledge that the that the Student is the intended primary beneficiary of the Program

III. Residency Site Supervisor Responsibilities:

- 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 substantial lawyering tasks to the Student that are representative of the placement and Residency Supervisor's work. When appropriate, the Student will be certified to appear in court or personally represent a client under attorney supervision.
- D. If the Residency Supervisor or Student is working remotely, the Residency Supervisor agrees to establish a schedule of communication with the Student; and in that event, it is the expectation that the Student communicate with the Residency Supervisor at least on a daily basis.
- E. The Residency Supervisor agrees that as appropriate, the Student will be offered opportunities to participate in all aspects of 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.
- F. 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.
- G. 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 Residency Supervisor will approve and sign the Learning Goals and Plan form.
- H. 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.
- I. The Residency Supervisor agrees to arrange substantive work for the Student to do when the Residency Supervisor plans on being unavailable during regular office hours for a significant period of time.

- J. The Residency Supervisor agrees that the Site Supervisor and the Student will agree to a protocol and plan for communication for remote work assignments.
- K. 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.
- L. Residency Supervisor acknowledge and certifies that collection of any information that Elon Law provides to Residency Supervisor and field placement site is defined as "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, is necessary for the performance of Residency Placement's duties and responsibilities on behalf of Elon Law under this Agreement. Residency Supervisor shall also comply with Elon Law's instructions regarding the collection, storage, disclosure, processing or use of any STUDENTS' identifying data or information as necessary to comply with legal obligations under FERPA and any other applicable data privacy or confidentiality laws. Residency Supervisor shall not use the information provided by Elon Law for any purpose other than to perform its obligations in accordance with this Agreement."

STUDENT

- A. The Student understands and agrees that the Student is not an employee of the placement site and that the Residency 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 Residency 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 (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 3 credits, the Student must complete 31.5-32 hours of Residency per week; if the course is 2 credits, the Student must complete 36 hours of Residency per week. These hours will include time needed to complete Residency academic requirements in Section V as further set forth in the Syllabus.
- D. The Student agrees to the following work schedule:
PLANNED WORK SCHEDULE (DAYS/TIMES): _____, Projected Start date

_____, Projected End Date _____. Student agrees that hours worked at the Residency placement (in person or remote) can be completed one week prior to the last day of classes with notice and approval by the Residency and Faculty Supervisor and that all course requirements must be completed.

- E. The Student agrees to seek permission from the Residency Supervisor for any changes or modifications in the placement work schedule. If sick, the Student agrees to notify the Residency 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 Residency 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 and with content and disclosures as permitted by the placement..
- I. The Student agrees to timely submit required reports, journals, reflections and observations about his/her activities as instructed by the Faculty Supervisor with content and disclosures as permitted by the placement.
- J. The Student agrees to complete a self-evaluation at the beginning of the term, mid-term and an end-of-term self-evaluation, as well as a Residency Placement Evaluation.
- K. The Student agrees to provide the Residency 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 individual conferences and 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 Residency Supervisor to ensure a quality

educational experience at the Student's field placement. One conference with the Residency 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 Residency 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 the Residency Placement.

VI. Agreement

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

_____ Name of Student	_____ Signature	_____ Date
_____ Name of Residency Supervisor	_____ Signature	_____ Date
_____	_____	_____

Residency Supervisor Email

Office Phone Number

EXTN

Name of Faculty Supervisor

/s/ *Katherine E. Holtzinger
Conner*

Signature

Date

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