



SITE SUPERVISOR, STUDENT EXTERN, AND FACULTY SUPERVISOR AGREEMENT

Extern: _____ Session/Year of Externship: _____

Site Supervisor(s): _____

Placement Name: _____

Faculty Supervisor: Vice Dean Anahid Gharakhanian and Professor Janet Nalbandyan (and other Southwestern Law School Externship Faculty)

The following is a written understanding between each party to the externship course – 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 course.

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):

_____ **Fieldwork Modality – Remote/In-Person (mark all that apply and fill in the blank):**

- I anticipate that 100% of the fieldwork on a weekly basis will be in-person, with the supervisor mostly in-person as well.
- I anticipate that minimum 50% of the fieldwork on a weekly basis will be in-person, with the supervisor mostly in-person as well.
- I anticipate that _____% of the fieldwork on a weekly basis will be remote.

_____ For any part of the fieldwork that is remote, I will ensure that all of the below provisions are adjusted appropriately for remote work – e.g., confidentiality instructions; procedures for how assignments as well as feedback will be communicated; procedures for checking in several times during the week via videoconferencing, phone calls, etc., to replace the formal as well as

the informal in-office interactions and communications; opportunities to participate in and/or observe video or audio proceedings, client meetings, and the like.

- _____ **COVID-19 Safety:** If any work is on site (or placement related facility – e.g., court visit), my organization is responsible for ensuring compliance with the applicable COVID-related orders and guidelines from the governing authorities and communicating the safety provisions to the extern.
- _____ **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 who will actively train, supervise, monitor, and mentor him or her throughout the session.
- _____ **Communication:** I will inform the extern of the system for assigning work projects and ensure he or she is given clear instructions, including deadlines, and receives ongoing guidance for managing the projects and 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 attorney, including exposure to a broad range of lawyering skills. Assignments may include, but are not limited to, drafting transactional documents, drafting litigation documents including pleadings, researching and writing memoranda, interviewing clients and witnesses, conducting factual investigation, attending conferences, negotiations or mediations, and observing or participating in meetings, depositions, or court proceedings.
- _____ **Feedback:** The extern will be provided specific, individualized, and timely feedback on their 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 their supervisor, other attorneys and staff to discuss the extern’s observations, experiences, and other issues relevant to the profession.
- _____ **Supervisor Accessibility:** I will meet with the extern at least weekly to check in on their workload and progress. This standing meeting will occur on [day/time] _____ at _____ [am]/[pm]. In addition to any standing meetings, I 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.

_____ **Non-Discrimination/Non-Harassment:** I have read and agree to comply with the Law School's policy on discrimination and harassment. (See Section IV below.) I verify that my organization has procedures in place for handling reports of discrimination and sexual harassment. Also, the organization will promptly report to Southwestern any discrimination or sexual harassment complaints the organization may receive from a Southwestern student.

_____ **Bar Admission/Status:** I certify that I, and the extern's other direct supervisors if applicable, are active members of the (*state*) _____ Bar.

Please also indicate whether your organization will be providing any compensation to the student (e.g., hourly wage, transportation/parking cost). Yes ____ No _____. If "yes," please explain:

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):

_____ **Fieldwork Modality – Remote/In-Person:** I have discussed with my supervisor whether and to what extent my fieldwork will be in person versus remote. If all or part of my fieldwork is in person, and I become uncomfortable going in, I will immediately advise the Externship Office. I will indicate on my timesheet entries whether my fieldwork on a given day (or portion thereof) is remote or in-person.

_____ **COVID-19 Safety:** If any work is on site (or placement related facility – e.g., court visit), and at my sole discretion I feel comfortable working on-site, I will comply with the applicable COVID-related orders and guidelines from the governing authorities and the placement (when the placement protocols are more stringent than the government).

_____ **Course Requirements:** I am familiar with the _____ Externship Syllabus and agree to comply with all the course provisions and requirements.

_____ **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 session 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 site and faculty supervisors.

_____ **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 **Start Date** is: _____. The **End Date** is: _____.

I am enrolled in ___ (#) units for this externship. I understand that to receive credit I must on average _____ (#) hours per week for _____ (#) of weeks, for a total of ___ hours during the session. (Please see the Externship Syllabus for hours-per-unit information.)

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

Name of Class/Commitment

Day/Time/# Hours per week

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please also indicate whether you will be receiving any compensation for the externship (e.g., hourly wage, transportation/parking cost from the placement or a grant from a third party).

Yes ____ No ____ . If "yes," please explain:

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 Policy

Southwestern Law School prohibits discrimination and harassment on the basis of race (including hairstyle and hair texture), ethnicity, color, religion, creed, ancestry, national origin, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, parental status, marital status, age (40 and over), disability (mental and physical), medical condition, citizenship status, military service, veteran status, genetic information, or any other classification protected by law in matters of admissions, employment, housing, or services, or in the educational programs or activities Southwestern operates as required by: Title VI and Title VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1967; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; and other federal, state, and local laws that prohibit discrimination, harassment, and retaliation. Southwestern also requires employers using its placement services and facilities to abide

by these standards and to ensure that no such discrimination occurs in hiring, promotion, or compensation for work assignments.

Definitions:

Discrimination includes treating someone differently because of their actual or perceived inclusion in a protected class in matters of admissions, employment, housing, or services, or in the educational programs or activities that Southwestern operates.

Harassment in employment means any unwelcome behavior that is reasonably regarded as offensive and that is based on a protected category listed above that 1) sufficiently offends, humiliates, distresses, or intrudes upon its victim to disrupt the victim's emotional tranquility in the workplace; 2) affects the victim's ability to perform the job as usual; or 3) otherwise interferes with and undermines the victim's personal sense of well-being.

Sexual Harassment is any unwelcome sexual advance, request for sexual favors, or other unwelcome conduct of a sexual nature, whether verbal, physical, graphic, or otherwise.

Gender-Based Harassment is harassment based on sex, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal, physical, graphic, or otherwise. To qualify as Gender-Based Harassment, the conduct need not involve conduct of a sexual nature.

Harassment can be divided into two types of conduct:

1. *Quid Pro Quo Harassment*. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, academic standing, or participation in any aspect of a Law School program or activity or is used as the basis for the Law School's decisions affecting the individual.
2. *Hostile Environment*. A hostile environment exists when the conduct is sufficiently severe, pervasive, or persistent that it unreasonably interferes with, limits, or deprives an individual from participating in or benefiting from the Law School's education or employment programs and/or activities. Whether conduct is sufficiently severe, pervasive, or persistent is determined both from a subjective and objective perspective.

The Law School 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 Law School's Discrimination, Harassment, and Retaliation Policy or Sexual Misconduct Policy.

V. Signatures

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

Signature of Supervising Attorney: _____

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:

Southwestern Law School
Externship Program Office, W231
3050 Wilshire Blvd.
Los Angeles, California 90010

The form can be e-mailed in to externoffice@swlaw.edu.

This form was developed and adopted for use by the Bay Area Consortium on Externships (BACE) and Southern California Externships (SoCalEx). Participating BACE schools: Golden Gate University School 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 SoCalEx schools: Chapman University Dale E. Fowler School of Law, Loyola Law School, Pepperdine University School of Law, Southwestern Law School, UC-Irvine School of Law, UCLA Law School, USC Gould School of Law.