

MICHIGAN STATE
UNIVERSITY
COLLEGE OF LAW

EXTERNSHIP AGREEMENT

2023-24 Academic Year

Student Extern: _____ Semester/Year: _____

Student Extern Email Address: _____ Credits Requested: _____

Externship Site (Name of Organization): _____

Externship Site Type: Business/Industry Education Law Firm Gov't
 Public Interest Judicial Internship Other _____

Externship Site Website: _____

Externship Site Supervisor (Person in Authority at Externship Site): _____

Externship Site Supervisor Email Address: _____

Externship Site Supervisor Phone Number: _____

Supervising Attorney: _____
(If different from Site Supervisor above)

Supervising Attorney Email Address: _____

Supervising Attorney Phone Number: _____

Michigan State University College of Law's Externship Program relies on an ongoing collaboration between the Externship Site Supervisor, Supervising Attorney, Student Extern, and the Externship Director. Questions regarding this Agreement may be emailed to law.extern@law.msu.edu.

The Externship Program is governed by (1) [the American Bar Association Standards and Rules of Procedure for Approval of Law Schools Standard 304](#) and (2) [MSU Law's Externship Handbook](#).

To maintain integrity and ensure the standards of the Externship Program, all participants in the Program shall adhere, at a minimum, to the standards as outlined below. This Agreement will be reviewed for approval by the Externship Director.

Externship requests are evaluated on a case-by-case basis. If the Agreement is approved, a copy of the executed Agreement will be emailed to the Externship Site. Student Externs can access the executed Agreement in CASE.

A. EXTERNSHIP SITE SUPERVISOR'S RESPONSIBILITIES

As the Externship Site Supervisor, I agree to:

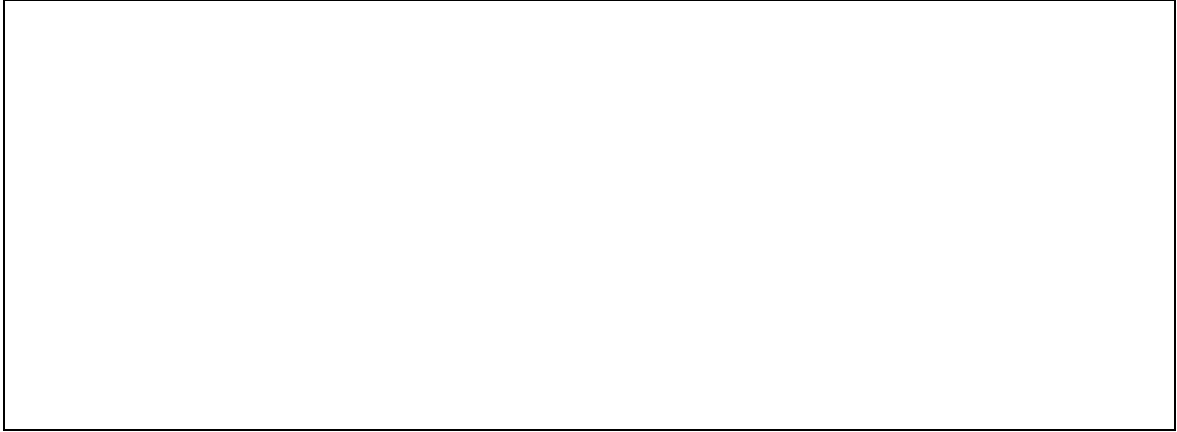
1. I have reviewed the [MSU Law's Externship Handbook](#) and agree to abide by the Program requirements.

2. The Externship Site Description below describes the work performed by our office. Please attach additional pages if you need more space for your response. **[Completion of this section is required]:**

3. The Student Extern will be exposed to these areas of law (select all that apply):

- | | |
|-------------------------------|-----------------------|
| Administrative | Arbitration/Mediation |
| Bankruptcy | Business |
| Civil Rights | Commercial |
| Contracts | Criminal |
| Domestic Relations/Family Law | Education |
| Elder | Employment/Labor |
| Entertainment | Estates/Trusts/Wills |
| Health Care | Immigration |
| IP | Juvenile |
| Real Estate | Social Security |
| Taxation | Workers Compensation |
| Other (please fill in) _____ | |

4. The Externship Site Description below describes the substantial lawyering experience and opportunities for performance available to the Student Extern. A substantial lawyering experience offers students intentional opportunities to learn what advising or representing a client entails. The students should complete planned activities that develop lawyering skills, legal judgment, identity, and professionalism in the context of cases and clients. Please attach additional pages if you need more space for your response. **[Completion of this section is required]**:



5. I have the authority or have been delegated authority to enter into an agreement with MSU Law to be an Externship Site.
6. I will ensure that each Extern has a Supervising Attorney primarily responsible for the supervision of the Student Extern at the Externship Site, as outlined below in Section B. If I am serving as the Supervising Attorney and the Site Supervisor, I agree to the responsibilities outlined below in Section B.
7. I will ensure that the Externship Site facilitates a method of orientation, which shall include a discussion of the rules, policies, procedures, methods, and operation of the Externship Site, confidentiality rules, and an overview of the work and expectations of the Student Extern.
8. If the placement involves remote work, I will provide the Student Extern with the resources to complete assignments, including access to system networks, if appropriate. If the placement includes in-person activities over a sustained period, I will secure a designated workspace for the Student Extern.
9. MSU is committed to an inclusive atmosphere where students, faculty, staff, and guests may participate in university life without concerns of discrimination. Diversity is one of MSU's principal strengths and the university takes its responsibility under federal civil rights laws to prohibit discrimination very seriously. The Anti-Discrimination Policy, or ADP, outlines the types of prohibited discrimination and harassment at MSU. Under the ADP, university community members are prohibited from engaging in acts which discriminate against or harass any university community member on the basis of age, color, gender, gender identity, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status or weight. <https://civilrights.msu.edu/policies/index.html>

The MSU College of Law prohibits discrimination and harassment on the basis of age, race, color, ethnicity, national origin, religion, gender, gender identity, gender expression, sexual orientation, military status, veteran status, age, disability status, marital status, height, political persuasion, and weight. <https://www.law.msu.edu/disclaimer.html>

10. MSU has established the Relationship Violence and Sexual Misconduct and Title IX Policy in keeping with the university's commitment to fostering a safe and inclusive campus community. The policy, administered by MSU's Office for Civil Rights (MSU OCR) prohibits sexual harassment, including gender-based harassment, sexual assault/misconduct, relationship violence and stalking. For complete information, including definitions contained in the policy, read the Relationship Violence and Sexual Misconduct and Title IX Policy. <https://civilrights.msu.edu/policies/index.html>
11. I will observe the MSU and MSU Law policies detailed above in Paragraphs 9 and 10 while supervising the Student Extern.
12. I will maintain communication with the Externship Director regarding any issues related to the Student Extern, Supervising Attorney, and/or the Externship Site. I understand the Externship Director may require a training session for the Supervising Attorney and schedule a virtual site visit before or during the Externship.
13. Upon request, I will provide to the Externship Director, or the Supervising Attorney, the Student Extern's workspace and work-product to the extent that it does not violate attorney/client privileges, and any other information reasonably requested by the Externship Director.
14. My organization is responsible for ensuring that our labor and employment practices complies with local, state, and federal laws as it relates to the Externship.

B. SUPERVISING ATTORNEY'S RESPONSIBILITIES

As the Supervising Attorney, I agree to the following:

1. I have reviewed the [MSU Law's Externship Handbook](#) and agree to abide by the Program requirements.
2. I have the authority or have been delegated authority to supervise the Student Extern and designate a portion of my work time to supervise the Student Extern. I understand the student is receiving academic credit for this work. I understand that the Externship Director may require a syllabus that details the learning objectives for the Externship and my participation in a training session.

3. I am either: (1) a licensed attorney admitted to practice for at least three years, (2) a judge serving on the bench, or (3) otherwise qualified to supervise the Student Extern. If I am not a licensed attorney or judge, my role at the Externship Site is described below.

4. I accept primary responsibility for the supervision of the Student Extern at the Externship Site.
5. I will supervise and mentor the Student Extern throughout the semester.
6. I will observe the Nondiscrimination, Anti-Harassment and Non-Retaliation policies of MSU and MSU Law detailed above in Section A in Paragraphs 9 and 10, while supervising the Student Extern. To review the full notice, please visit:
<https://civilrights.msu.edu/policies/index.html> & <https://www.law.msu.edu/disclaimer.html>
7. The Student Extern has not worked at this Externship Site. **If they have worked at this location**, I have described below how the work will be substantially different in the semester in which the Student Extern will receive credit than the work performed before. This explanation includes (a) the scope and nature of the previous work or volunteer relationship, (b) the dates of the previous work or volunteer experience, (c) the names of the lawyer(s) or judge(s) who directly supervised the previous work or volunteer experience and the names of the lawyer or judge who will directly supervise the proposed externship work, and (d) the proposed work planned for the Externship with an explanation of how it differs substantially from the previous work or volunteer experience.

8. If the placement involves remote work, I will provide the Student Extern with the resources to complete assignments, including access to system networks, if appropriate. If the placement includes in-person activities over a sustained period, I will secure a designated workspace for the Student Extern.
9. I will maintain communication with the Externship Director regarding any issues related to the Student Extern, Supervising Attorney, and/or the Externship Site.
10. I will meet with the Student Extern at the start of the semester to review the Student Extern's goals/expectations for the Externship. I will also indicate any additional goals/expectations I have for the Student Extern.
11. I will complete the Mid-Semester Evaluation and meet with the Student Extern to review his/her performance and discuss whether the Student Extern is meeting all identified goals/expectations.
12. I will complete the Final Evaluation of the Student Extern at the end of the semester. I will meet with the Student Extern to discuss his/her performance and provide specific, individualized feedback regarding the Student Extern's overall performance.
13. In assigning work, I will clearly describe the task to be completed, set forth my objectives for the assignment, and discuss the relationship of the work to the larger substantive, procedural, and/or practical issues about the matter assigned.
14. As appropriate, I will include the Student Extern in discussions of strategy and implementation which arise out of matters handled by the Externship Site.
15. In general, I will not assign the Student Extern clerical tasks other than those regularly undertaken by attorneys in the office (e.g., filing, photocopying, errands, etc.).
16. In supervising the Student Extern, I will keep in mind the objectives of the Externship: to explore the Student Extern's developing professional identity as a lawyer; to develop practices necessary to self-directed professional learning, including goal-setting and reflective skills for future law practice; to develop strategies to help initiate and sustain professional relationships; to develop strategies to facilitate working with others toward a common goal; to develop a deeper understanding of key communication skills; to develop strategies to interact effectively with people across cultural differences; to develop a sense of professional responsibility; to develop time management techniques including timekeeping, meeting deadlines and managing multiple assignments; and to observe and critique a specific practice area and how the legal system works.

17. I will be available to meet with the Student Extern as needed to provide support and feedback on assignments. I will consistently provide timely, specific feedback to the Student Extern on his/her work. The feedback will constructively assess his/her lawyering skills and advise the Student Extern on his/her strengths and areas of improvement. I have described *in detail* below how I will provide feedback (i.e., oral/written). Please attach additional pages if you need more space.

18. I understand that a Student Extern may receive compensation for the work they perform while receiving academic credit. However, compensated externships may be limited to 3-credit externships. *For-profit placement locations should review the U.S. Department of Labor's [Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act](#) to determine whether students working for "for-profit" employers are entitled to minimum wages and overtime pay under the Fair Labor Standards Act (FLSA).* The Law College is not responsible for monitoring any compensation provided, and any issue regarding money exchanged is solely between the Externship Site and the Student Extern. Please check one. **[Completion of this section is required]:**

The Student Extern WILL be compensated for this Externship.

The Student Extern WILL NOT be compensated for this Externship.

C. STUDENT EXTERN RESPONSIBILITIES

As a Student Extern, I agree to the following:

1. I have reviewed the MSU Law Externship Handbook and agree to abide by the Program requirements.
2. I understand that fully remote externships require the approval of the Externship Director.
3. I understand that if I work at a for-profit placement location (i.e., law firm or corporation) or receive compensation for my Externship, I may be limited to a 3-credit externship.

4. I will perform the assigned work at my Externship Site over 14 weeks in the fall/spring semester or 7 weeks during the summer term. I will track my Externship hours in CASE. I elect the following number of credits. **[Completion of this section is required]:**

3 credits - 135 hours

1 credit - 45 hours (GOF pilot program - Summer 2024)

6 credits - 270 hours

9 credits – 405 hours (Other than Talsky Center Externships, 9-credit placements require permission from the Externship Director).

5. I understand that the purpose of the Externship Program is to grant me the opportunity to receive hands-on lawyering experience and, in doing so, I must be familiar with and abide by the appropriate jurisdiction's Rules of Professional Conduct and other rules, guidelines, or policies applicable to my Externship Site.
6. I understand that any familial relationship may be grounds for the Externship not being approved.

No one at this site is related to me.

Yes, I am related to someone at this site.

Name: _____ Relationship: _____

7. I will follow directions, seek clarification and advice promptly, and comport myself with professionalism and integrity at my Externship Site, including maintaining compliance with the jurisdiction's Rules of Professional Conduct and other rules, guidelines, or policies applicable to my Externship Site, and protecting all confidential and privileged information.
8. I will articulate specific, measurable goals and discuss both my goals and strategies for achieving them with my Supervising Attorney and Seminar Professor at the beginning of the semester. I will assess my progress in meeting my articulated goals throughout the semester.
9. I will complete the Externship Program's academic component, which includes participating in the Externship Seminar and the timely submission of all evaluations, reflection papers, timesheets, and/or other assignments required by my Seminar Professor, and the Externship Director.
10. I understand that I must complete my Externship during the dates outlined in CASE.
11. I will reflect on and self-assess my lawyering competencies throughout the Externship experience through my reflection papers.
12. I will promptly bring any issues related to my Externship Site to the attention of the Externship Director. I understand that action may be required to address concerns. I understand that the Associate Dean for Experiential Education has the sole discretion to determine the appropriate action.

D. EXTERNSHIP DIRECTOR RESPONSIBILITIES

As the Externship Director, I agree to the following:

1. I will review all forms submitted by the Student Extern to ensure that they are adhering to the requirements of the Externship Program and that the Student Extern is receiving substantial lawyering experience.
2. I will provide training materials to the Site Supervisor and/or Supervising Attorney.
3. I will communicate with the Site Supervisor and/or Supervising Attorney about the Student Extern and the Externship Site to ensure the quality of the educational experience.
4. I will communicate with the Seminar Professor in evaluating the Student Extern's goals and academic performance during the Externship. The assessment will be based on the Student Extern and Supervising Attorney Evaluations, timely compliance with requirements of both the Seminar and the Externship Site, the quality of the self-reflection, and professionalism. Based on this evaluation, I will determine whether credit should be granted to the Student Extern.
5. I will be available throughout the semester should any concerns or issues arise.

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

Externship Site Supervisor

Date

Supervising Attorney

Date

Student Extern

Date

Externship Director

Date

Externship Site Supervisor or Supervising Attorney: Please email the completed form to law.extern@law.msu.edu. A typewritten signature will suffice.