

LSU Law Center Field Placement Memorandum of Understanding

_____ (hereinafter the “placement organization”) will offer a field placement experience to LSU Law Center student(s). The student(s) will perform service for the placement organization during the academic semester for which the student is enrolled in the corresponding field placement course.

In accepting LSU Law Center students, the field placement organization understands the following conditions regarding its participation in the LSU Law Center Field Placement Program and will use its best efforts to meet the following program standards and expectations for participating placement organizations. The placement organization will immediately inform the Law Center’s Director of Field Placement Programs, Prof. Jeffrey C. Brooks, if the placement organization is unable to meet these standards and expectations.

- I. **Educational Objectives:** The Field Placement Program is part of the LSU Law Center's comprehensive educational program. Each participating student will receive credit toward completion of the Juris Doctor degree upon satisfaction of the field placement requirements.

In particular, the field placement program is intended to improve student participants’ knowledge and understanding of substantive and procedural law, legal analysis and reasoning, legal research, problem-solving, written and oral communication, exercise of professional and ethical responsibilities to clients and the legal system, as well as other professional skills necessary for competent and ethical participation in the legal profession. These objectives are to be achieved by the students’ participation in a variety of practice-related activities supervised by attorneys, judges, and/or law clerks in the placement organization.

In addition, the students’ educational experience will be supplemented by a series of one-hour class meetings at the Law Center, at which the students may discuss with the faculty supervisor and fellow students the procedural or substantive problems encountered in their placements or at which externs will hear presentations and engage in discussions on topics relevant to the externs’ experiences. Students will also engage in reflection of their work in their placement.

- II. **Ethical Obligations:** Students will be made aware of their ethical and professional obligations by program faculty, and will not divulge protected

confidences in any class assignments or discussion. The placement organization understands that participating student(s) are not and cannot be licensed to practice law. Though the LSU Law Center maintains professional liability insurance covering the LSU Law Center for a student's work in a field placement setting, such coverage does not protect the placement organization and it is the placement organization's responsibility to ensure that their professional and general liability insurance covers students in field placements.

- III. **Selection of Externs:** Participating students will be screened by the faculty supervisor who, in consultation with placement organizations, will then make specific field placement assignments. Preference will be given to applicants who timely submit applications, who have completed required and recommended courses, who have strong academic records, and/or who have expressed particularized interest in a placement organization's area of practice.
- IV. **Student Expectations:** Students placed agree to spend a minimum of 120 hours over the course of the semester at their field placement. This time includes only their work at the placement organization; it does not include time spent preparing for and participating in their course sessions at the Law Center. Students may be allowed to count time spent on other activities with supervising faculty permission. Students agree to satisfactorily complete all assignments at the placement organization and in their course at the Law Center even if they have exceeded the minimum hours of work expected. Students also agree to submit accurate and detailed time sheets to their faculty supervisor.
- V. **Placement Organization Expectations:** The placement organization will use its best efforts to meet the following minimum standards for participating placement organizations and will immediately inform the Law Center's Director of Field placement Programs if the placement organization is unable to meet these standards:
 - a. **Orientation:** Students receive an orientation, including a discussion of office procedures, conflicts of interest and confidentiality, and an overview of the work and expectations of the extern.
 - b. **Supervision:** Students are assigned a supervising attorney who will participate in directing, monitoring, and mentoring them throughout the semester. At a minimum, supervisors are expected to meet weekly with their students.
 - c. **Assignments:** Students are informed of the system for assigning work projects and given clear deadlines, and will receive on-going guidance in managing their workload.

- d. **Feedback:** Supervising attorneys provide students specific, individualized, and timely feedback on each assignment. Supervising attorneys will complete a mid-term and a final written evaluation for each student.
- e. **Diversity of Tasks:** Students are assigned the same kind of work as a paid law clerk or entry-level staff attorney, including exposure to a broad range of lawyering skills. Administrative work will be kept to a minimum.
- f. **Observation:** Students will have opportunities to observe court proceedings, client/staff/strategy meetings, and other appropriate and timely professional activities.
- g. **Opportunities for Reflection:** The placement organization will provide students with opportunities to meet with their supervisor, other attorneys, and staff to discuss their observations, experiences, and other issues relevant to the profession.
- h. **Logistics:** Students will have a designated workspace and access to the tools (e.g., telephone, computer, library) and support reasonably necessary to complete assignments.
- i. **No Compensation:** Students will receive no compensation from the placement organization for services performed for academic credit during the field placement. Students may be eligible for reimbursement of out-of-pocket expenses as authorized by the placement organization; placements planning to offer such reimbursement should confer with Professor Brooks.

VI. **Evaluation of Student Performance:** Both the supervising attorney and the faculty supervisor will evaluate each student's performance. Supervising attorneys will be asked to complete at least two written assessments of each participating student, once at the mid-term point of the semester and again following the extern's end date. The faculty supervisor, in making the final assessment of a student for a grade in the course, will incorporate the supervising attorney's evaluation forms, but the faculty supervisor will make the ultimate decision on a grade in the field placement course. All evaluation forms will be shared with the student.

It is understood that the faculty advisor may request additional oral or written evaluations of the student's performance at various times during the semester or may visit the placement for an on-site evaluation of the field placement activities.

VII. **Involvement of Faculty Supervisor:** As set forth above, the faculty supervisor will select and assess the students and will schedule classes and individual supervision meetings designed to complement the work of the placement organization(s) participating in the Field placement Program. In addition, the

faculty supervisor will require each student to complete and submit time sheets accounting for their time spent at the placement organization.

- VIII. **Remote Work Policy:** As we continue to grapple with the effects of the COVID-19 pandemic, the Field Placement Program is committed to helping to safeguard students' and supervisors' health and safety, to ensuring that students get the educational benefits of the externship course and earn the credits they have signed up for this semester, and to ensuring that our participating placement organizations continue to receive the benefits conferred by hosting LSU Law students as externs.

In-person work at the host placement's offices is always the preferred mode of work for LSU Law student externs. The Director of Field Placements will work individually with each student and placement organization to develop a contingency plan in response to the pandemic or other similar circumstances/emergencies that disrupt a student's ability to continue working on-site. If such an event disrupts a student's ability to continue working on-site, the preferred accommodation is to allow the student to telecommute to complete work on ongoing matters for the host placement organization. If a host placement determines that a student may *not* work on ongoing matters outside of the office/chambers, accommodations ideally should be made to assign the student non-confidential research projects unrelated to ongoing matters that can be completed off-site, to the extent that such projects would be useful to the host organization and so long as the placement organization continues to provide meaningful supervision.

Whether students are working on site or remotely, students are encouraged to work the same hours originally agreed upon with their host placement.

- IX. **Diversity and Non-Discrimination Policy:** The LSU Law Center is committed to diversity and inclusion, and we believe the legal profession benefits from varied perspectives and backgrounds and is more creative and effective when its membership reflects the full spectrum of civil society. Our recognition of the value of diversity and inclusion in the legal profession commits us to the responsibility of creating and maintaining an intellectual and social climate at the Law Center that welcomes all and respects the rights, differences, and dignity of others.

We strive to bring together diverse ideas, perspectives, and talents within the LSU Law community, and we welcome and support our students, faculty, and staff of different races, genders, gender identities/expressions, sexual orientations, ethnicities, national origins, ages, socioeconomic backgrounds, religion, spirituality, disability, family status, experiences, opinions, and ideas. Through

respect for differences, our students, faculty, and staff bring a wealth of perspectives and cultural experiences that enhance our classrooms and our ability to achieve academic excellence. We aim to create an environment where every student has the opportunity to reach his or her fullest potential, and we pride ourselves in promoting an inclusive and respectful environment for the exchange of ideas. Therefore, the LSU Law Center is committed to providing equal opportunity for all persons participating in programs and activities that the Law Center conducts without regard to race, creed, color, ethnicities, socio-economic backgrounds, marital or family status, sexual orientation, gender, gender identity/expression, religion, spirituality, sex, national origin, age, disability, or veteran's status.

In accepting LSU Law Center students for placement, the placement organization agrees to abide by the LSU Law Center's policy statements on diversity, non-discrimination, civility, sexual and other unlawful harassment, disability services, student privacy rights, and student conduct as regards to placement and participation of externs with the placement organization.

- X. **Renewal and Termination:** This agreement may be renewed in any subsequent semester by the LSU Law Center's placement and the placement organization's acceptance of students. Either party may terminate this agreement at the end of any academic semester. If a problem occurs with respect to a student or the ability of the organization to continue a student's field placement, the placement organization will immediately contact the Law Center's Director of Field placement Programs, Prof. Jeffrey C. Brooks, at jeffbrooks@lsu.edu or (225) 578-6635.

MEMORANDUM OF UNDERSTANDING

The below parties accept the conditions of the LSU Law Center Field Placement Program as set forth in the above memorandum of understanding, and _____ (*name of placement organization*) is hereby approved as a field placement organization.

For the Placement Organization:

Name: _____

Title: _____

Signed: _____

Date: _____

For the LSU Law Center:

Jeffrey C. Brooks
Director of Field Placement Programs
LSU Law Center

Signed: _____

Date: _____

**PLEASE RETURN THIS EXECUTED MOU VIA EMAIL TO
FIELDPLACEMENT@LSU.EDU.**