# 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 and Pro Bono Programs, Prof. Richard Pittman, 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, this insurance does not cover the placement organization. It is the placement organization's responsibility to review its insurance policies to determine whether hosting a student placement affects its coverage.

- 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 <u>not</u> 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 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 Pittman.
- 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 a written assessments of each participating student 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 form, 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:** In-person work at the host placement's offices is always the preferred mode of work for LSU Law student externs. Students may not telecommute except in exigent circumstances. Exigent circumstances may include but are not limited to natural disasters, outbreaks of illness, or other circumstances that force temporary closure of the placement office, or that render the student unable to secure transportation. The Director of Field Placements will work individually with each student and placement organization to develop a contingency plan if exigent circumstances disrupt a student's ability to continue working on-site.
- IX. Accessibility: The LSU Law Center believes that engagement is essential for creating a vibrant and enriching university experience. The LSU Law Center strives to provide equal opportunities for students, ensuring that everyone has the chance to thrive and succeed. The Law Center's commitment extends to creating a safe and accessible learning environment, where individuals can feel secure and supported in their pursuit of knowledge and personal growth.

In accepting LSU Law Center students for placement, the placement organization agrees not to discriminate against students on the basis 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; and to not deny the benefits of its programs on those bases; and to follow university policy statements on 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 and Pro Bono Programs, Prof. Richard Pittman, at <a href="mailto:rpittman@lsu.edu">rpittman@lsu.edu</a>. or (225) 578-5848.

#### 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:

Richard Pittman Director of Field Placement and Pro Bono Programs LSU Law Center

Signed:

Date:	

# PLEASE RETURN THIS EXECUTED MOU VIA EMAIL TO <u>RPITTMAN@LSU.EDU</u>.