



Memorandum of Understanding

Externships are a three-way relationship: The law student performs legal work that is assigned, supervised, and evaluated by the field placement supervisor(s). The faculty supervisor monitors progress of the student's professional development, teaches, and grades the work assigned in the student's classroom component with input from the placement supervisor.

Considering the COVID-19 coronavirus pandemic, the Atlanta's John Marshall Law School Externship Program will permit students to receive course credit for a fully remote placement for the Fall 2020 semester. Remote placements are not favored, and we encourage field placements and students to do in-person placements whenever possible, practical, and safe.

In the event a fully remote placement occurs, all parties involved in such a placement – the student, the field placement organization and supervisor, and Atlanta's John Marshall Law School Externship Program faculty member(s) involved in that placement – must agree to all the below supplements to the Atlanta's John Marshall Law School Externship Program standard field placement memorandum of understanding:

1. The remote placement experience must be comparable to the experience that student would have had if the student had been working in person at the host organization.
2. Students must complete the same minimum hours as usual for an Atlanta's John Marshall Law School Externship Program field placement. In the event a student cannot complete their required hours, the student may (a) be required to take an incomplete and earn the hours at a later date, or, if this is impossible, (b) receive a grade of No Credit in the course.
3. Students will meet frequently with their placement supervisors throughout the fall (the minimum frequency to be once per week). These meetings will be held, whenever possible, in a virtual meeting space and not only by telephone (i.e.; via Zoom, Skype, Microsoft Teams, etc.). Atlanta's John Marshall Law School Externship Program faculty can and will arrange Zoom meeting rooms for such supervision meetings if necessary.
4. Placement hosts will endeavor whenever possible to give students opportunities to observe court proceedings, participate in client/staff/strategy meetings, and other appropriate and timely professional activities via conference call, web-conference, or other similar remote work tools.
5. Students will be able to have access to necessary documents and systems in a way that protects confidentiality and security concerns.
6. The student, with the guidance of their supervisor, will develop and write a plan that outlines the student's goals, planned work projects/assignments for the fall, and the ways in which the student and supervisor will interact. This plan will be submitted to the Atlanta's John Marshall Law School Externship Program faculty member supervising that student's fall course.

7. Supervising attorneys will continue to 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.
8. The host placement organization will designate a supervising attorney or judge who could take over supervision of the externship in the unfortunate circumstance where a supervisor falls ill.
9. Atlanta's John Marshall Law School Externship Program faculty will be available during regular business hours throughout the fall semester to provide mentoring to students and guidance to field placement supervisors.
10. The "course component" of the field placement will be held fully online on **Canvas**. Students must participate in the course component and any orientations as normal, and must complete all coursework as assigned.

Furthermore, In recognition of the variability of the threat posed by COVID-19, and various governmental orders and regulations related to COVID-19, AJMLS will allow students to proceed with a for-credit externship and complete the fieldwork onsite if the student and externship supervisor verify the following:

1. That in-person activities to be performed as a part of the externship do not violate relevant federal, state, or local laws, regulations, or orders related to COVID-19.
2. That the externship site will comply with all relevant safety guidance from the Centers for Disease Control and state and local health authorities regarding workplace health and safety then in effect, such as social distancing, size of gatherings, and face coverings. **Please describe below or provide a link to or copy of the site's COVID-19 safety plan.**
3. That the externship site will permit the student to complete the externship remotely if the site closes for health or safety reasons during the Fall 2020 semester or if the student or family member falls ill or must self-isolate due to COVID-19 or another infectious disease.

By signing below you certify that:

- You have read and understand the terms and conditions stated above;
- You have been given authority to ensure that externs receive appropriate work assignments, supervision, and feedback, consistent with the description provided above as amended by each student's learning objectives and opportunities for performance;
- You will ensure prompt completion of midterm and final evaluations, and prompt cooperation and communication with the faculty supervisor and externship program administrator as requested;
- You will comply with all rules promulgated by the Law School regarding externships, and all applicable federal and state laws, regulations, and Georgia Bar rules;
- You will not compensate the student, except for reasonable incidental expenses (e.g. parking, mileage, photocopying, etc.);
- It is your responsibility to comply with all relevant safety guidance;
- You will not bill out or otherwise claim compensation for the student's work to clients or other third parties;
- You will provide malpractice insurance coverage of the student's work to the same extent that you provide for other non-lawyers working in your office on legal matters; and

- Unless you are an organization for whom individuals are permitted to volunteer under the Fair Labor Standards Act, no extern will displace an employee whom you would ordinarily have to compensate for the same work, whether on a full-time or part-time basis.

For the Placement Organization:

Placement Organization: _____

Supervisor's Name: _____

Title: _____

Signature & Date: **X** _____

COVID-19 Policy (Enter description or paste link):

For the Student:

Student's Name: _____

Signature & Date: **X** _____

For Atlanta's John Marshall Law School Externship Program:

Name: Bridgett E. Ortega

Title: Associate Dean, Career Services & Professional Development

Signature & Date: **X** _____

Please email the completed form to Assoc. Dean Bridgett E. Ortega (bortega@johnmarshall.edu) and Mr. Paul Wilson (pwilson@johnmarshall.edu)