

**International Summer Externship Programs**

Kendrick Hall, Room 342

Tel. 415-422-6280

lawsummerabroad@usfca.edu

**SITE Supervisor, faculty DIRECTOR, and STUDENT Extern AGREEMENT**

Extern: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Semester/Year:\_\_\_\_\_\_\_\_\_\_\_\_

Site Supervisor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Faculty Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Placement:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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City & Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Direct Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Describe the work the student will be doing:

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Describe the educational objectives of the externship:

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The following are the minimum standards expected of site supervisors, faculty directors, and externs to receive academic credit.All externships will consist of two components: (a) a work experience under the supervision of the site supervisor; and (b) an academic component under the supervision of the faculty director.

**Site Supervisor’s Agreement:**

Thank you for your support, supervision, and mentoring of a law student extern.Please sign the agreement and add any comments on this form. As a site supervisor, I agree to the following:

**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 direct, monitor, and mentor him or her throughout the semester.

**Communication:** I will inform the extern of the system for assigning work projects and ensure he or she is given clear deadlines and will receive ongoing guidance for managing 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 staff

attorney, including exposure to a broad range of lawyering skills. Assignments may include drafting documents and pleadings, researching and writing memoranda, interviewing clients and witnesses, attending conferences, negotiations or mediations, and observing or participating in meetings, depositions, or court proceedings. Administrative work will be kept to a minimum.

**Feedback:** The extern will be provided specific, individualized, and timely feedback on their work.

**Observation:** The extern may have opportunities to observe court proceedings, client/staff/strategy meetings, and other appropriate professional activities.

**Opportunities for Reflection:** The extern will meet with his/her supervisor, other attorneys and staff to discuss his/her observations, experiences, and other issues relevant to the profession.

**Supervisor Accessibility:** The extern and supervising attorney should meet at least weekly. In addition to

any standing meetings, the supervising attorney will be able 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 the student’s timesheets 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.

**Fee Generating Matters:** Where the extern is assigned work on fee-generating matters, the extern’s time will not be billed, and the work assigned is in furtherance of the extern’s legal education.

**Hours:** For 4 extern units, the student must record 180 hours of supervised legal work during the 5week externship. In-class hours during orientation do count towards the total required hours. The number of in-class hours for orientation is determined by the faculty director.

**Indemnity:** By participating in this externship program, the company, firm, entity or agency in which the student is externing agrees to defend, indemnify, and hold students harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of the agreement between the student’s externship placement and the student.

**No-Dating Policy:** The company, firm, entity or agency in which the student is externing agrees to follow the Law School’s no-dating policy:

Institutions of higher education are obliged by law to promote an educational environment that is free from unlawful gender or sexual harassment including at externship opportunities that the Law School supports or makes available to its students.

The University does not have the role of the employer with regard to those attorneys and other professionals who work at externship sites. The University thus has considered other ways to assure a professional experience for students at externships sites, avoiding the potential problems that can arise from unnecessarily close personal relationships between students on the one hand, and the attorneys and other professionals at the externship sites on the other hand.

The University requests that students agree in advance to not participate in close personal relationships with persons at the externship sites, during the time period of working there. Close personal relationships include dating, sexual and similar close personal relationships, whether or not consensually undertaken. Simple socializing that is common in professional offices is not of course in any way to be discouraged.

**Site Visits:** In compliance with ABA Accreditation Standards, the USF Program Director may conduct site visits to ensure that the placement is providing an appropriate level and quality of skills training in a professional environment. Depending on these visits and/or communications, please note that the law school has full discretion to disapprove or inactivate a placement from participating for any period of time.

**Extern’s Agreement:**

The extern should sign and add any comments on this form. As an extern, I agree to the following:

**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 program of how I plan to develop professionally and will discuss these with my site supervisor and faculty director.

**Academic Component:** I agree to complete all requirements of the program as requested by the faculty director and outlined in the Syllabus.

**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 director, I will submit weekly reflections 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 director 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.

The start and end dates of my externship are:

**Start Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **End Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I understand that to receive 4 externship units, I must, on average, work 36 hours per week for 5 weeks for a total of 180 recorded hours during the program. I understand that in-class hours during orientation do count towards the total required hours. The number of in-class hours for orientation is determined by my faculty director.

**Faculty Director’s Agreement:**

The faculty director has read and agreed to perform the following:

**Academic Requirements:** I will establish requirements 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.

**Availability:** 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.

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

**Signature of Student Extern:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature of Supervising Attorney:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Faculty Director:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Please return this form to the International Summer Externship Coordinator at lawsummerabroad@usfca.edu.

This form was modified but originally developed and adopted for use by the Bay Area Consortium on Externships (BACE). Participating schools: Golden Gate University School of Law, JFK University College 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.