

B | BAYLOR LAW SCHOOL
EXTERNSHIP MANUAL 2014-2015



CAREER DEVELOPMENT OFFICE
254.710.1210

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I. STUDENT HANDBOOK

The overall goal of externships is to broaden law students' education by offering opportunities to apply the knowledge gained from academic studies and skills gained in class to the rigors of a true office environment and practice. Externships bridge the gap between the law school setting and the practice of law in order to better prepare students to immediately step into their role as proficient attorneys. The externships also offer students the opportunity to gauge their strengths and weaknesses, abilities, and preferences. To maximize student participation, students are permitted to participate in externships throughout the country. During the academic term, students are field-placed in offices generally within a reasonable commuting distance from the law school and thus are more closely and frequently monitored.

These programs enable students to develop an experiential understanding of what lawyers and judges do and how they do it, by observing and assisting with their work. Additionally, the field placement programs should provide students with an opportunity to see how analytical skills and doctrinal knowledge are used in practice. In particular, these programs should enhance students' understanding of how ethics, strategy, tactics and judgment influence decision-making by lawyers and judges. Third, the field placement programs should encourage students to develop technical lawyering skills, such as client interviewing, client counseling, investigation, alternative dispute resolution, legal writing, research, and trial and appellate advocacy.

A. Prerequisites

Any student who has successfully completed one academic year of study (three quarters) is eligible to enroll in the externship program.

B. Credit

A student may take no more than three credit hours in any one approved externship program, with the exception of externships with the Texas Supreme Court. Students may earn a total of five credit hours in approved externship programs. Students are eligible for one credit hour for each 45 hours worked. Unless otherwise approved by Angela Cruseturner, Assistant Dean of Career Development, externships are approved for two quarter hours of credit. Students who have completed one approved externship program may seek approval to receive credit for a second one. To be approved, the second externship must provide an experience which is substantially different from the experience gained in the first externship. For example, a student who completed an externship with a district attorney's office for two hours may request permission to take a second externship for two hours with an appellate court or an administrative agency.

C. Orientation

Each student must attend an orientation session to discuss program goals, expectations, and requirements for successful participation and credit.

D. Academic Requirements

Students are required to submit a written report to the faculty supervisor at the conclusion of the externship. The report should consist of a journal reflecting on the work performed during the externship, which includes (1) a description of work performed; (2) thoughts about and reactions to tasks performed and the legal processes involved; and (3) reflections on the student's own skills and preparedness for the tasks assigned. The faculty supervisor may also require that the report include an ongoing assignment sheet containing the date and time each assignment is given to the student, the nature of the assignment, the due date for the assignment, and the completion date of the assignment. See Appendix F. The faculty supervisor may also require that the report include time logs, signed by the field supervisor, which describe the work performed and time devoted to a particular task.

See Appendix G. Where appropriate, the report also may include a sample of the student's work product with confidential information redacted. At the end of the externship, the student will submit a copy of the report with the required elements to the Faculty Supervisor. The student will submit a second copy of the report to Monica Wright, Career Development Office Manager.

E. Existing Field Placement Opportunities

1. Judicial Field Placement Programs

Students have the opportunity to enroll in field placement programs with the the Honorable Walter S. Smith, Judge of the Western District of Texas-Waco Division, the Honorable Jeffery C. Manske, Magistrate Judge of the Western District of Texas-Waco Division, the Honorable Martin Hoffman, Presiding Judge of the 68th Civil District Court in Dallas, and Court Master George Holmes of the Title IV-D Court. Each of these programs allows students to develop an experiential understanding of how judges decide controversies, while also allowing students to develop skills in legal writing, research, and advocacy.

These judicial field placement programs are overseen by Professors Rory Ryan, Brian Serr, and Patricia Wilson.

2. Prosecutorial Field Placement Programs

Students have an opportunity to enroll in field placement programs with the McLennan County District Attorney's Office and the Office of the United States Attorney for the Western District of Texas located in Waco, Texas. Each program provides students an opportunity to experience the work of prosecutors, to develop an understanding of how ethics, strategy, tactics and judgment influence decision-making by prosecutors, and to develop skills in investigation, legal writing, research, plea bargaining and advocacy.

The prosecutorial field placement programs are overseen by Professor Serr, who teaches criminal law and procedure.

3. Legal Services Programs

Students have an opportunity to enroll in field placement programs with Lone Star Legal Aid. This program provides students the opportunity to develop an appreciation for the unmet legal needs of the poor and to develop skills in interviewing clients, conducting factual investigations, legal writing and research.

This program is overseen by Professor Swenson, who also serves on the Board of Directors of Lone Star Legal Aid.

4. Administrative Practice

Students have an opportunity to enroll in field placement programs with the State Office of Administrative Hearings, United States Environmental Protection Agency (Region 6), Texas Parks and Wildlife Department, and the Texas Commission of Environmental Quality. Working within these agencies provides students a unique opportunity to work with and observe attorneys and administrative law judges, in addition to engaging in research projects. Although these programs primarily benefit students who are completing the Administrative Practice area of concentration, other students (such as those who are interested in Environmental Law) are encouraged and permitted to enroll.

Professor Beal and Professor Shelton oversee these programs. Professor Shelton is an adjunct faculty member. He teaches one course each quarter in the area of Environmental and Natural Resource Protection Law in addition to working with Professor Beal to oversee the Administrative Practice field placement programs.

The United States Department of Veterans' Affairs-Regional Counsel's Office began a field placement program with the Law School in 2002. Students have the opportunity to experience hands-on understanding of the federal administrative process in the areas of medical malpractice, employment law and veterans' benefits, to name a few. This program is overseen by Angela Cruseturner.

From time to time, students have additional field placement opportunities including the Child Support Enforcement Division of the Office of the Texas Attorney General, overseen by Professor Rogers.

5. Summer Field Placement Programs

The Career Development Office oversees the Baylor Judicial Internship Program designed to facilitate the process of students finding opportunities to work with state and local courts during the summer. The CDO invites all Texas judges to participate and then solicits resumes from students interested in working with the participating judges. If the judge agrees, the student can complete the program as an unpaid intern with hours counting toward Bear PAWS or the student can arrange to receive two or three hours of academic credit for the work. Angela Cruseturner serves as the faculty supervisor for the students who choose to receive academic credit.

This program is also open to City, County, and District Attorneys' offices. The same process is followed, and Angela Cruseturner oversees the students choosing to work in those offices for academic credit, as well.

To complete an existing externship:

- If completing a Summer Field Placement Program offered through the CDO, work with Monica Wright to complete steps 1 & 2 of creating an Individual Externship (below)
- Get Faculty Supervision Form signed by designated professor (Appendix E)
- Submit signed Faculty Supervision Form to Monica Wright
- Attend mandatory externship orientation
- Complete report components designated by faculty supervisor
- Submit report to faculty supervisor and Monica Wright at the completion of the externship
- Monica Wright will request completed Externship Evaluation Form and work log from field supervisor (App G & H)

F. CREATING AN INDIVIDUAL EXTERNSHIP:

Students may also arrange their own externship. The student must submit a description of the program prepared by the field supervisor to Angela Cruseturner for approval before any work is done by the student as part of the externship. It is the student's responsibility to ensure the following requirements are fulfilled.

1. Selection and evaluation of field-placement opportunities

Eligible placements include: (i) a court; (ii) prosecutor's office; (iii) legal aid or public defender's office; (iv) an administrative agency or governmental office; (v) public law organization or firm; or (vi) a private lawyer or law firm only if the work is exclusively traditional pro bono legal service. Field supervisors must be licensed lawyers and must demonstrate a willingness to provide a high quality of experience, supervision, and instruction.

2. Qualifications and training of field-placement supervisors

Students will be permitted to work in offices only where field supervisors have indicated a willingness to provide the high quality of experience, supervision, and instruction required by the academic objective of the externship

program. Those who supervise the externs in the field offices must possess a high degree of legal experience and ability. It is preferred that they have experience supervising attorneys on staff, student externs, or both.

3. Faculty supervisor

Students will need to request a faculty member with expertise corresponding to the field in which the student will work to supervise the field placement. In the case of placements secured through the CDO summer internship programs, the supervisor will be Angela Cruseturner. The supervisor will conduct close supervision of all of the externs and their field supervisors through regular phone contact and/or emails. If the externship is within close proximity, the supervisor also will conduct an on-site visit.

4. Review of the placement

During and after the externship, Angela Cruseturner will elicit feedback from the participants and field supervisors. If requested by the Field Supervisor, the information she gathers and the students' work-product will be given to the Externship Committee for a determination of whether the field placement will be offered on a regular basis.

To complete an individual externship the student must:

- Have supervising attorney complete Externship Program Statement (See samples in App A, B & C)
- Give supervising attorney Field Instructor Handbook
- Get Approval of Individual Externship Form with the completed Externship Program Statement signed by Angela Cruseturner (See App D)
- Get Faculty Supervision Form signed by designated professor (See App E)
- Submit signed Faculty Supervision Form and Approval of Individual Externship Form to Monica Wright
- Attend mandatory externship orientation
- Complete report components designated by faculty supervisor
- Submit report to faculty supervisor and Monica Wright at the completion of the externship
- Monica Wright will request completed Externship Evaluation Form and work log from field supervisor (App G & H)

II. FIELD INSTRUCTOR HANDBOOK

A. Contact Information for Baylor University School of Law

Career Development Office	254-710-1210
Faculty Offices	254-710-3611
Law School Registrar	254-710-1911

B. Introduction

We greatly appreciate your willingness to assist us in the education and training of future Baylor lawyers. Our students recognize the value of the practical experiences they will gain in a field placement program. They will be looking to you for guidance and structure. We hope this handbook will assist you in planning your course and understanding your responsibilities. For questions that are not answered here, please feel free to consult Angela Cruseturner at 254.710.3331.

1. Your Responsibility as a Field Instructor

Your role as a field instructor is very different from your role as a practitioner. As a field instructor, you will be creating a structure and a set of expectations for your students, and you will need to evaluate their progress toward achieving those expectations. Therefore, before the quarter even starts, you should think about how you will communicate your expectations to your students, and how you will evaluate their progress.

As a field instructor you are entitled to expect your students to act responsibly and work hard. You will provide the structure and communicate a set of expectations, but the students should be learning actively under your guidance, rather than observing or acting only as passive recipients of information. And, of course, you ultimately will be called upon to evaluate their performance. Completing the externship successfully will place a student one step closer to becoming a member of the bar. It is important, therefore, to make sure that during the course of the quarter, you challenge the student to improve his or her analytical skills. No student is entitled to pass the externship. Rather, they are entitled to reasonable notice of your expectations, a fair opportunity to meet those expectations, and an objective evaluation of their performance.

At the very least, you should expect your students to complete their assignments on time, to be punctual, and to work their scheduled hours. You will need to find a reliable way to document their hours and evaluate the student's individual performance at the end of the quarter. For your convenience, form assignment sheets and work logs are included in Appendices F & G. Please feel free to use a different form or procedure to document and evaluate their work.

This handbook outlines some of the important aspects of planning the externship, communicating clear expectations, and evaluating student performance.

2. Externship Planning & Development

a) Externship Objective

The field placement programs of the Baylor University School of Law should accomplish several educational objectives.

- These programs should enable students to develop an experiential understanding of what lawyers and judges do and how they do it, by observing and assisting in their work.
- The field placement programs should provide students with an opportunity to see how analytical skills and doctrinal knowledge apply in practice. In particular, these programs should enhance students'

understanding of how ethics, strategy, tactics, and judgment influence decision making by lawyers and judges.

- The field placement programs should encourage students to develop technical lawyering skills, such as client interviewing, client counseling, investigation, negotiation, research, legal writing, and trial and appellate advocacy.

b) Approval of Externships Statement

To ensure that field placement programs effectively promote these educational objectives, the following requirements must be satisfied with respect to each program. The Law School will provide a copy of this manual to each potential field instructor. In response, the field instructor will furnish the Law School with a written statement specifying the particular activities that students enrolled in the program will perform and how those activities will promote the educational objectives identified by the Law School. The field instructor's written statement must also specify how the instructor will supervise each student and identify procedures for engaging each student in regular critical evaluation of the student's field experience. Sample externship statements are attached as Appendices A, B & C.

(1) Ongoing Externships Program

If the program seeks approval as an ongoing externship, once the field instructor's written statement is received, the proposed program will be submitted to Associate Dean Leah Jackson for presentation to the Externship Committee. The Externship Committee will consider the proposed field placement program in the same fashion that it considers all proposals for additions to the Law School's academic program. Based on its review of the proposed program, the Externship Committee will make a recommendation to the faculty. The faculty will vote to determine whether the Law School will incorporate the proposed field placement program into its academic program. If approved, the program will be listed in the registration materials for the quarters in which the program has openings.

(2) One-time Externship Experience

For externships intended only as a singular experience for a particular student or only for one quarter, the field instructor's written statement will be submitted to Angela Cruseturner for approval. If she is satisfied that the externship meets the requirement and purpose of the Statement Concerning the Educational Objectives of Field Placement Programs in Accordance with ABA Standard 305, then the externship will be approved as a one-time externship.

c) Faculty Supervisor

For ongoing externships, the Law School shall designate a faculty member or Angela Cruseturner to oversee each approved field placement program. This faculty member will provide each student enrolled in the program with a copy of the field instructor's written statement of activities, objectives, and procedures for supervising and evaluating students. With respect to the administration of field placement programs, the faculty supervisor will advise each student participating in a field placement program that there is an expectation that:

- the student will devote 90+ hours of work to earn two academic credits (or 135 hours for three credits if approved by Angela Cruseturner);
- that the student may only participate in one field placement program while in Law School unless enrollment in a subsequent program is specifically approved;
- that the student may not receive any compensation for work performed in the program;
- and that the student will submit written reports so the faculty member can evaluate the student's field experience.

d) Field Instructor's Evaluation of Student

At the conclusion of the term, the field instructor shall submit to Monica Wright, Career Development Office Manager, an evaluation of the student's performance, generally including hours worked, type of work and quality of his or her performance. Constructive feedback offered to assist the student's professional development is valuable and will be appreciated. See Appendix H for a sample Evaluation Form.

e) Faculty Evaluation of Externship

For ongoing externships, the faculty supervisor shall communicate with the field instructor once a year to discuss the program's success in attaining its educational objectives and how the program can be improved. Based on those annual meetings and on reports received from students, the faculty supervisor will recommend to the chair of the Externship Committee whether the time devoted and type of work performed by students is consistent with the program's stated educational goals, and whether the field instructor is regularly engaging each student in a critical evaluation of the student's field experience. The Externship Committee may renew the program for another year, renew the program conditioned on stated modifications to the program, or recommend to the faculty that the Law School discontinue the program.

3. Externship Atmosphere & Management

We have a diverse group of students, in terms of age, experience, religious and political views, educational and economic background, race, ethnicity, disabilities, nationality and gender. We endeavor to maintain a learning environment in which every student will be challenged to maximize his or her potential. Therefore, all academic experiences should be respectful but rigorous and should assist the student's development as a professional entering the practice of law upon graduation.

a) Dress Code

We do not have a formal dress code at the Law School for faculty or students for regular class. We generally inform students that a mature and professional attitude should be demonstrated by the dress and appearance of the students as appropriate while attending classes or engaging in the other academic pursuits on and off campus. The student should be informed of your specific dress code.

b) Special Accommodations Under the Americans with Disabilities Act

The Law School complies with the Americans with Disabilities Act. Accommodations are granted upon appropriate request and documentation, by the Baylor University Office of Access & Learning Accommodations. If a student in your externship has been granted accommodations that affect his or her ability to perform tasks assigned, Associate Dean Leah Jackson will work with the field instructor to determine whether reasonable accommodations can be made to assist the student in completing the assigned tasks.

c) Honor Code

Law students are governed by the Law School's Honor Code. Among other things, the Honor Code prohibits cheating of any nature on assignments or on final exams, and prohibits plagiarism in any academic pursuit. If you have evidence of violations, you should notify Associate Dean Leah Jackson at 254.710.1911.

d) Non-Discrimination, Sexual Assault and Harassment Policies

Baylor's non-discrimination policy is as follows:

Baylor University complies with all applicable federal and state nondiscrimination laws, and does not engage in prohibited discrimination on the basis of race, color, nationality or ethnic origin, gender, age, or disability in either employment or the provision of services. The University is controlled by a Board of Regents with a composition of at least 75% Baptist members, while the balance of the Board membership may be Christians who are active members of a church in a historic Christian tradition other than Baptist. The University is operated within the Christian-oriented aims and ideals of Baptists and is affiliated with the Baptist General Convention of Texas, a cooperative association of autonomous Texas Baptist churches. As a religiously-controlled institution of higher education, Baylor University is exempt from compliance with some provisions of certain civil rights laws, including some provisions of Title IX of the Education Amendments of 1972. As such, Baylor prescribes standards of personal conduct, including standards that bear upon sexual misconduct. The University does not discriminate on the basis of sexual orientation per se, but does discriminate on the basis of sexual misconduct, including, but not limited to, non-marital sexual misconduct, homosexual conduct, or the encouragement or advocacy of any form of sexual behavior that would undermine the Baptist identity or faith mission of the University. **This policy statement is neither intended to discourage, nor is it in fact applicable to, any analytical discussion of law and policy issues involved in the regulation of sexual behavior, or to discussions of any recommendations for changes in existing law. Discussions of these matters are both practiced and are welcomed within our curriculum.** Further information may be obtained from the Baylor University web site at www.baylor.edu (See "Current Students"; then, "Policies & Procedures"; then "Student Policies and Procedures"; then "Sexual Misconduct, Policy"; then "Human Sexuality, Statement on"; See also "Faculty and Staff"; then, "Policies and Manuals"; then, "Personnel Policies"; then "Sexual Misconduct Policy").

e) Grading Policies and Procedures

You will be asked to report to the faculty supervisor whether the student satisfactorily completed the externship. Based on your report, the faculty supervisor will assign a P for passing or an F for failing at the end of the quarter. As already stated, the student is not entitled to a P. If the student fails to complete the scheduled hours and assignments or if the student otherwise fails to perform in a professional manner, the student should be assigned an F. If you have any questions or concerns, please contact Angela Cruseturner at 254.710.3331.

Appendix A

SAMPLE

BAYLOR LAW SCHOOL JUDICIAL EXTERNSHIP STATEMENT

**AFFILIATION AGREEMENT
BETWEEN**

**AND
BAYLOR UNIVERSITY**

WHEREAS, Baylor University (hereafter "University"), a Texas non-profit corporation, through its School of Law, provides students with the opportunity to participate in clinical field work experiences; and

WHEREAS, _____, (hereafter "Court") offers clinical personnel and facilities which meet criteria for agencies affiliating with University; and

WHEREAS, the Faculty of University recognizes that clinical practice under appropriate guidance and supervision is helpful for student development of effective skills, judgment, and a sense of professional responsibility; and

WHEREAS, it is recognized that a cooperative relationship between a law-related institution and an educational institution can be mutually beneficial;

BE IT AGREED that Court and University desire to enter into an agreement whereby students in the University School of Law shall receive experiences in practicum courses related to operations in the Court. This agreement shall be governed by the following conditions:

I. GOALS OF THE PRACTICUM EXPERIENCE

- A. Expose students to a practical application of legal principles within the judicial system.
- B. Familiarize students with Court practices and procedures.
- C. Allow the students to assist, as appropriate, in the administration of the docket.
- D. Improve students' legal research and writing skills.
- E. Provide students a "behind the scenes" look at the daily activities of the Court.

II. EXPECTED STUDENT ACTIVITIES

- A. Researching and drafting orders.
- B. Reviewing and evaluating pre-trial/pre-sentence reports.
- C. Review and offer recommendations on all motions filed by counsel.
- D. Participate in actual trials assisting both the plaintiff/prosecution and defense.
- E. Contacting and managing witnesses.
- F. Performing legal research for the Court.
- G. Observe trial, guilty pleas, sentencing hearings, and motions to revoke probation*
- H. Provide 90 or more hours of assistance as needed for two hours of academic credit*

*While observation and performance of clerical tasks is permissible, it should not constitute the majority of tasks performed by the extern. Students should be actively involved in the legal work of the Court.

III. THE UNIVERSITY SHALL:

- A. Retain responsibility for the Law School education program.
- B. Cooperate with the Court in making arrangements for the use of its facilities, including sending a faculty representative, if necessary, to visit the Court to review plans for the practical experience. Arrangements shall be mutually determined by the parties and may be altered by mutual agreement.
- C. Cooperate with the Court in planning, scheduling and implementing an orientation program for students and for faculty responsible for the practicum, if necessary.
- D. Provide the Court with the following written information at least two weeks prior to the start of each practicum:
 - 1. Specific days and hours students will be assigned to clinical activities.
 - 2. Names of students and responsible faculty.
 - 3. Objectives of the practicum.
 - 4. Other appropriate information as requested.

- E. Require that faculty meet with students and their supervising field instructors at least twice per semester.
- F. Plan individualized experiences for students in consultation with appropriate Court personnel based on the objectives of the practicum and available learning opportunities.

IV. THE COURT SHALL:

- A. Retain full responsibility for procedures of the Court.
- B. Provide orientation of students to the Court.
- C. Provide, within Court limitations, office space for the students, if applicable.
- D. Retain final approval on accepting or rejecting a student.
- E. Reserve the right and authority to request the withdrawal of any student, who does not adhere to behavior standards, professional standards, ethical standards, and administrative policies.
- F. Prohibit the disclosure of personally identifiable information, as defined by the Family Education Rights and Privacy Act, of a student without the prior consent of the student or the parent of the student, as applicable, and to limit Court's use of such information only for the purpose for which it obtained such information from the University.
- G. Evaluate student performance as follows:
 - 1. All work will be evaluated by the presiding judge or other appropriate Court personnel.
 - 2. Recommendations will be made where appropriate.
 - 3. The students' overall performance will be discussed and evaluated by all of the supervising personnel at the end of the period. Items to be discussed will be:
 - a. quality and amount of work.
 - b. attitude and willingness to work.
 - c. fulfillment of required number of hours.
- H. Student Supervision: Primary student supervision will be provided by Judge _____. Additional supervision will be provided by other appropriate Court personnel.

V. THE UNIVERSITY AND COURT FURTHER AGREE AS FOLLOWS:

- A. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that apply to their respective activities with the program.
- B. Students and faculty of the University may not be deemed employees of the Court nor shall employees of the Court be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any worker's compensation, unemployment compensation, or the withholding of income and social security taxes.
- C. Each party shall be responsible for its own acts or omissions that occur in the performance of this agreement, including any acts or omissions done at the direction of, or because of the policies of, that party.

VI. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect for one year from _____ regardless of the date executed and will be renewed automatically on an annual basis in the absence of notice of termination. Either party may terminate this Agreement and any renewal thereof, with or without cause, by written notice to the other party at least 60 days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.
- B. The parties to this Agreement may amend this Agreement and any renewal thereof as deemed necessary; provided, however, that no amendment to this Agreement or any renewal thereof shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is made on the ____ day of _____, 20 ____.

Presiding Judge

ATTEST:

BAYLOR UNIVERSITY

By: _____
 Marsha J. Duckworth
 Assistant Secretary

By: _____
 Elizabeth Davis
 Executive Vice President and Provost

Appendix B

SAMPLE

BAYLOR LAW SCHOOL AGENCY EXTERNSHIP STATEMENT

**AFFILIATION AGREEMENT
BETWEEN**

**AND
BAYLOR UNIVERSITY**

WHEREAS, Baylor University (hereafter “University”), a Texas non-profit corporation, through its School of Law, provides students with the opportunity to participate in clinical field work experiences; and

WHEREAS, _____, (hereafter “Agency”) offers clinical personnel and facilities which meet criteria for agencies affiliating with University; and

WHEREAS, the Faculty of University recognizes that clinical practice under appropriate guidance and supervision is helpful for student development of effective skills, judgment, and a sense of professional responsibility; and

WHEREAS, it is recognized that a cooperative relationship between a law-related institution and an educational institution can be mutually beneficial;

BE IT AGREED that Agency and University desire to enter into an agreement whereby students in the University School of Law shall receive experiences in practicum courses in the Agency. This agreement shall be governed by the following conditions:

I. GOALS OF THE PRACTICUM EXPERIENCE

- A. Expose students to a practical application of legal principles within the agency’s system.
- B. Familiarize students with agency practices and procedures.
- C. Improve students’ legal research and writing skills.
- D. Provide students a “behind the scenes” look at the daily activities of the agency office.

II. EXPECTED STUDENT ACTIVITIES

- A. Learn and prepare legal research and writing regarding issues affecting work of the agency.
- B. Review and preparation of legal memoranda.
- C. Assist in preparing for public meetings, including analyzing items on the agenda and assisting agency staff in understanding underlying law and policy.
- D. Provide 90 or more hours of assistance as needed for two hours of academic credit*

*While observation and performance of clerical tasks is permissible, it should not constitute the majority of tasks performed by the extern. Students should be actively involved in the legal work of the agency.

III. THE UNIVERSITY SHALL:

- A. Retain responsibility for the Law School education program.
- B. Cooperate with the Agency in making arrangements for the use of its facilities, including sending a faculty representative, if necessary, to visit the Agency to review plans and to tour the department. Arrangements shall be mutually determined by the parties and may be altered by mutual agreement.
- C. Cooperate with the Agency in planning, scheduling and implementing an orientation program for students and for faculty responsible for the practicum, if necessary.
- D. Provide the Agency with the following written information two weeks prior to the start of each practicum:
 - 1. Specific days and hours students will be assigned to clinical activities.
 - 2. Names of students and responsible faculty.
 - 3. Objectives of the practicum.
 - 4. Other appropriate information as requested.
- E. Require that faculty meet with students and their supervising field instructors at least twice per semester.
- F. Plan individualized experiences for students in consultation with appropriate agency personnel based on the objectives of the practicum and available learning opportunities.

IV. THE AGENCY SHALL:

- A. Retain full responsibility for the legal process and procedures of the agency.
- B. Provide orientation of students to the Agency.
- C. Provide, within Agency limitations, office space for the students, if applicable.
- D. Retain final approval on accepting or rejecting a student.
- E. Reserve the right and authority to request the withdrawal of any student, who does not adhere to behavior standards, professional standards, ethical standards, and administrative policies.
- F. Prohibit the disclosure of personally identifiable information, as defined by the Family Education Rights and Privacy Act, of a student without the prior consent of the student or the parent of the student, as applicable, and to limit Agency's use of such information only for the purpose for which it obtained such information from the University.
- G. Evaluate student performance as follows:
 - 1. All work will be reviewed by one of the supervisors and evaluated.
 - 2. Recommendations will be made where appropriate.
 - 3. The students' overall performance will be discussed and evaluated by all of the supervising personnel at the end of the period. Items to be discussed will be:
 - a. quality and amount of work.
 - b. attitude and willingness to work.
 - c. fulfillment of required number of hours.
- H. Student Supervision: Primary student supervision will be provided by _____. Additional supervision will be provided by _____ (list all supervisors' names and their titles)

V. THE UNIVERSITY AND AGENCY FURTHER AGREE AS FOLLOWS:

- A. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that apply to their respective activities with the program.
- B. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any worker's compensation, unemployment compensation, or the withholding of income and social security taxes.
- C. Each party shall be responsible for its own acts or omissions that occur in the performance of this agreement, including any acts or omissions done at the direction of, or because of the policies of, that party.

VI. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect for one year from _____ regardless of the date executed and will be renewed automatically on an annual basis in the absence of notice of termination. Either party may terminate this Agreement and any renewal thereof, with or without cause, by written notice to the other party at least 60 days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.
- B. The parties to this Agreement may amend this Agreement and any renewal thereof as deemed necessary; provided, however, that no amendment to this Agreement or any renewal thereof shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is made at Waco, Texas, on the ____ day of _____, 20 ____.

ATTEST:

BAYLOR UNIVERSITY

By: _____
Marsha J. Duckworth
Assistant Secretary

By: _____
Elizabeth Davis
Executive Vice President and Provost

By: _____
(Agency Representative)

Appendix C

SAMPLE

BAYLOR LAW SCHOOL PROSECUTORIAL EXTERNSHIP STATEMENT

AFFILIATION AGREEMENT BETWEEN

AND BAYLOR UNIVERSITY

WHEREAS, Baylor University (hereafter "University"), a Texas non-profit corporation, through its School of Law, provides students with the opportunity to participate in clinical field work experiences; and

WHEREAS, _____, (hereafter "Agency") offers clinical personnel and facilities which meet criteria for agencies affiliating with University; and

WHEREAS, the Faculty of University recognizes that clinical practice under appropriate guidance and supervision is helpful for student development of effective skills, judgment, and a sense of professional responsibility; and

WHEREAS, it is recognized that a cooperative relationship between a law-related institution and an educational institution can be mutually beneficial;

BE IT AGREED that Agency and University desire to enter into an agreement whereby students in the University School of Law shall receive experiences in practicum courses in the Agency. This agreement shall be governed by the following conditions:

I. GOALS OF THE PRACTICUM EXPERIENCE

- A. Expose students to a practical application of legal principles within the criminal justice system.
- B. Improve students' legal research and writing skills.
- C. Provide students a "behind the scenes" look at the daily activities of a prosecutor's office.
- D. Encourage students to consider prosecution as a possible career path.

II. EXPECTED STUDENT ACTIVITIES

- A. Learn and prepare legal research and writing for prosecutors.
- B. Prepare subpoenas as directed.
- C. Participate in the intake, screening, trial preparation and trial of criminal cases.
- D. Learn process for various activities in the office including: revoking defendant's probation, termination of parental rights, etc.
- E. Provide 90 or more hours of assistance as needed for two hours of academic credit*

*While observation and performance of clerical tasks is permissible, it should not constitute the majority of tasks performed by the extern. Students should be actively involved in the legal work of the agency.

III. THE UNIVERSITY SHALL:

- A. Retain responsibility for the Law School education program.
- B. Cooperate with the Agency in making arrangements for the use of its facilities, including sending a faculty representative, if necessary, to visit the Agency to review plans and to tour the department. Arrangements shall be mutually determined by the parties and may be altered by mutual agreement.
- C. Cooperate with the Agency in planning, scheduling and implementing an orientation program for students and for faculty responsible for the practicum, if necessary.
- D. Provide the Agency with the following written information two weeks prior to the start of each practicum:
 1. Specific days and hours students will be assigned to clinical activities.
 2. Names of students and responsible faculty.
 3. Objectives of the practicum.
 4. Other appropriate information as requested.
- E. Require that faculty meet with students and their supervising field instructors at least twice per semester.
- F. Plan individualized experiences for students in consultation with appropriate agency personnel based on the objectives of the practicum and available learning opportunities.

IV. THE AGENCY SHALL:

- A. Retain full responsibility for client representation and for control of established standards for same.
- B. Provide orientation of students to the Agency.
- C. Provide, within Agency limitations, office space for the students, if applicable.
- D. Retain final approval on accepting or rejecting a student.
- E. Reserve the right and authority to request the withdrawal of any student, who does not adhere to behavior standards, professional standards, ethical standards, and administrative policies.
- F. Prohibit the disclosure of personally identifiable information, as defined by the Family Education Rights and Privacy Act, of a student without the prior consent of the student or the parent of the student, as applicable, and to limit Agency's use of such information only for the purpose for which it obtained such information from the University.
- G. Evaluate student performance as follows:
 - 1. All work will be reviewed by one of the supervisors and evaluated.
 - 2. Recommendations will be made where appropriate.
 - 3. The students' overall performance will be discussed and evaluated by all of the supervising personnel at the end of the period. Items to be discussed will be:
 - a. quality and amount of work.
 - b. attitude and willingness to work.
 - c. fulfillment of required number of hours.
- H. Student Supervision: Primary student supervision will be provided by _____. Additional supervision will be provided by _____ (list all lawyers' names and their titles)

V. THE UNIVERSITY AND AGENCY FURTHER AGREE AS FOLLOWS:

- A. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that apply to their respective activities with the program.
- B. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any worker's compensation, unemployment compensation, or the withholding of income and social security taxes.
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- B. The parties to this Agreement may amend this Agreement and any renewal thereof as deemed necessary; provided, however, that no amendment to this Agreement or any renewal thereof shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is made at Waco, Texas, on the ____ day of _____, 20 ____.

ATTEST:

BAYLOR UNIVERSITY

By: _____
Marsha J. Duckworth
Assistant Secretary

By: _____
Elizabeth Davis
Executive Vice President and Provost

By: _____
(Agency Representative)

Appendix D – APPROVAL OF INDIVIDUAL EXTERNSHIP FORM

This form, along with the field supervisor’s externship statement, must be submitted to Angela Cruseturner for approval if the externship is not one of the regular externships listed on the Faculty Supervision Form for Externships.

Student Name: _____ Student ID Number: _____ Quarter of externship: _____

I am seeking to work in the following office: _____

I will be working under the supervision of (attorney): _____

My faculty supervisor will be: _____

Attached is a copy of the Externship Statement completed by my supervising attorney.

Notes:

The above referenced student has been approved to complete this externship for _____ hours of credit.

Signed: _____

Appendix E - FACULTY SUPERVISION FORM FOR EXTERNSHIPS

Student Name: _____ Student ID Number: _____ Quarter of externship: _____

- _____ Environmental Protection Agency (Law 9236)
- _____ Federal Judicial (Law 9294)
- _____ Immigration & Naturalization Service (Law 9204)
- _____ Legal Services (Law 9281) (Prof. Swenson)
- _____ Prosecutorial (McLennan County District Attorney (Law 925301)
- _____ Prosecutorial (US Attorney's Office (Law 925302)
- _____ State Judicial (Law 9296)
- _____ State Office of Administrative Hearings (Law 9228)
- _____ Supreme Court of Texas (Law 9580)
- _____ Texas Attorney General Child Support Division (Law 9270)
- _____ Texas Commission on Environmental Quality (Law 9233)
- _____ Texas Parks & Wildlife (Law 9297)
- _____ Texas Railroad Commission (Law 9286)
- _____ Title IV-D Court (Law 9213)
- _____ United States Bankruptcy Court (Law 9295)
- _____ U.S. Department of Veterans Affairs (Law 9209)
- _____ Baylor Law Judicial Internship Program (other; please specify details below)
- _____ Baylor Law City, County & District Attorney Internship Program (other; please specify details below)
- _____ Other (specify): _____ Specify credit hours: _____ Faculty Supervisor: _____

Specify what court/agency and judge/supervising attorney you will be working with and attach an Approval of Individual Externship Form signed by Angela Cruseturner (required):

I have previously participated in the following externship(s) for credit (also list number of hours of credit) (required):

I have discussed the requirements of the externship with the faculty supervisor and agree to the conditions set forth in our discussion and the EXTERNSHIP HANDBOOK.

Signature of Student _____

I agree to supervise the above named student in the externship indicated above.

Signature of Faculty Member _____

Appendix H - BAYLOR LAW SCHOOL EXTERNSHIP EVALUATION FORM

NAME OF EXTERNSHIP

Name of Student: _____

Quarter / Year Enrolled: _____

Name of Agency / Entity: _____

Supervising Attorney: _____

1. Has the extern satisfied the requirements listed in the Field Placement Program description?

2. Has the extern received feedback concerning his or her performance?

3. Please rate the student's performance:

_____ Exceeded expectations

_____ Met expectations

_____ Did not meet expectations

4. Do you recommend that the extern be given academic credit for the externship?

5. Do you have additional comments concerning the performance of this extern?

Signature

Date