

DePaul University College of Law: Experiential Education Program Affiliation Agreement

This Affiliation Agreement (“Agreement”) is made as of Select Date (“Effective Date”) by and between DePaul University (“DePaul”), an Illinois not-for-profit corporation, and _____ a Select Type entity (the “Entity”). This Agreement recognizes a commitment between the Entity and DePaul’s College of Law to participate collaboratively in the education of DePaul’s law student(s) (“Student”) in DePaul’s Experiential Education Program by providing a Field Clinic or Externship experience (the “Educational Experience”) described in this Agreement.

- 1. Term.** This Agreement is effective as of the Effective Date and remains effective for three years from the Effective Date. The Agreement may be terminated by either party with advanced written notice to the other. However, the Entity may not terminate the Agreement after the middle point of the 14-week academic semester. The Entity and DePaul agree to work together in good faith to expediently resolve any issues with the Student or the Educational Experience that arise on or after the 7-week point.
- 2. Educational Experience.** The Educational Experience shall correspond with the DePaul law school academic semester and can be modified by agreement of the parties. During this time, the Student shall participate in the Educational Experience by completing one of the following as determined by the Student in consultation with the Entity:

2 credit hours for a minimum of 90 hours of substantive legal work (approximately 7 hours per week over a 14 week semester)

3 credit hours for a minimum of 135 hours of substantive legal work (approximately 10 hours per week over a 14 week semester)

4 credit hours for a minimum of 180 hours of substantive legal work (approximately 13 hours per week over a 14 week semester)

5 credit hours for a minimum of 225 hours of substantive legal work (approximately 16 hours per week over a 14 week semester)

9 credit hours for a minimum of 405 hours of substantive legal work (approximately 29 hours per week over a 14 week semester)

Throughout the Educational Experience, the Student will be expected to follow all of the applicable policies and procedures of DePaul and the Entity. The Entity shall provide the Student with sufficient orientation to these policies and procedures at the start of the Educational Experience. DePaul retains the right to terminate the Educational Experience at any time. Because the Student is participating in the Educational Experience for course credit, the Entity agrees that it will not terminate the Student during the term of the Student’s Educational Experience with the Entity, with the exception that the Entity retains the right to request withdrawal of any Student whose conduct or work violates the policies and procedures of DePaul or the Entity. Prior to removing a student from the Educational Experience, the Entity will first contact the Externship Program Manager at lawexternships@depaul.edu or the Field Clinic Manager at lawexperiential@depaul.edu.

3. **Student Information.** Prior to the start of Student’s Educational Experience, the Entity will receive a “welcome” email from DePaul, which will identify the Student and provide other applicable information for the semester.

4. **Requirements.** The Entity will have a minimum of three attorneys and will provide at least one full-time licensed attorney with at least five (5) years of practice experience to act as a field supervisor (“Field Supervisor”) for every semester a Student remains with the Entity. The Field Supervisor, who will be required to remain licensed so long as he or she is assuming the role, will assume an educational role in providing a meaningful field-based learning experience and assuring that the Student has opportunities for performance of fundamental legal skills. The Field Supervisor will directly supervise the Student’s performance and provide constructive feedback to the Student regarding the performance. The Educational Experience must assist in the development of the Student’s fundamental legal skills. Fundamental legal skills include legal analysis and reasoning, legal research, problem solving, interviewing, counseling, negotiation, fact development and analysis, trial practice, document drafting, conflict resolution, organization and management of legal work, collaboration, cultural competency, and self-evaluation, litigation and alternative dispute resolution, organization and management of legal work, and recognizing and resolving ethical dilemmas. The Entity agrees to allow DePaul to perform site visits with sufficient advance notice to evaluate the site as part of DePaul’s compliance with the ABA requirements.

5. **Meaningful Legal Work.** The Entity will assign meaningful legal work to the Student from among the following types of assignments (check all that may apply):

- traditional legal research;
- writing legal memoranda;
- orally presenting and/or defending a legal position before a supervisory attorney;
- drafting legal documents;
- interviewing and counseling clients;
- drafting legislation;
- preparing legal handbooks;
- planning and/or creating legal systems or procedures;
- memorializing legal information;
- instructing others less well-versed about legal matters;
- participation in depositions;
- preparing and responding to discovery;
- trial preparation;
- negotiation with adverse parties;
- mediation between adverse parties.

Signatory has reviewed *and completed* this Section 5

NOTE: Students may occasionally be required to do ministerial tasks as part of their Educational Experiences. However, a student gains no educational benefits from ministerial tasks in a law office and these activities are not deserving of academic credit. If ministerial tasks become more than a minor part of a student’s assignment, *it is unacceptable* and in some cases could, notwithstanding this Agreement, create an employment relationship between the Student and the Entity.

- 6. Seminar and Program Manager.** During the course of the Student’s Educational Experience, the Student is concurrently enrolled in an Externship or Field Clinic Seminar. The Seminar instructor (“Seminar Instructor”) may contact the Entity if he or she wishes to discuss the Student’s Educational Experience. While the Seminar Instructor may contact the Entity to discuss the Student, the Entity’s principal contact at DePaul will be the Externship Program Manager who oversees DePaul’s Externship Program or the Associate Dean for Experiential Learning (the “Associate Dean”) who oversees DePaul’s Field Clinic Program, (either to be referred to as the “Program Manager”), depending on whether the Student is partaking in an Externship or Field Clinic. The Program Manager will provide the Entity with all necessary documentation, including this Agreement and Student evaluation forms, both of which shall be returned to the Program Manager. The Program Manager may also be in periodic contact with the Entity to discuss the Educational Experience and the Student’s progress. The Program Manager can be contacted at lawexternships@depaul.edu (Externship) or at lawexperiential@depaul.edu (Field Clinic). If a problem arises concerning the Student, the Entity will contact the Program Manager.
- 7. Work Schedule.** Generally, the Educational Experience will take place during a 14-week semester, except for summer when the semester is shorter. Unless agreed upon with the Student, the student’s work schedule should begin no later than the first week of class and end no later than the last week of class and the Student and the supervisor should discuss work hours, if any, during the school’s spring break. The Student and the Entity should, if possible, establish a regular schedule based on the number of program hours required by the Student (*See credit/hours table at Section 1*). Students usually work more hours per week during the summer. If the schedule needs to be changed, the Student should seek permission from the Entity. The Student should not be given assignments during his or her final examination period.
- 8. Supervision & Evaluation.** The Field Supervisor shall provide the Student with informal and formal feedback throughout the Experiential Education Program. DePaul (either through the Seminar Instructor or the Program Manager) and the Field Supervisor will remain in regular communication throughout the Educational Experience. The Field Supervisor shall promptly contact DePaul in the event issues or concerns arise concerning the performance of any Student, or in the event that significant events occur within the Entity which may have an impact on any Student’s ability to complete the Educational Experience. During the semester, the Field Supervisor must sign-off on the Student’s first and second monthly reports. At the mid-point of the Educational Experience and again at the end of the Educational Experience, the Field Supervisor will complete an evaluation for the Student on forms provided by DePaul. Completed evaluations shall be promptly submitted to DePaul for review by the Seminar Instructor or the Program Manager. Field Supervisors will be asked to comment about the Student’s efforts in terms of his or her (1) legal analysis, (2) legal research, (3) legal writing, (4) ability to orally express ideas and concepts, (5) practical skills, (6) reliability, and (7) cooperativeness. Also, the Field Supervisor will be asked to verify whether the Student completed the required hours of work. The Seminar Instructor or Program Manager will meet with the Student during the semester and guide the Student’s self-reflection about his/her experiences. Students will earn credit for the course if they have successfully completed all course requirements in a professional manner. The Field Supervisor, Seminar Instructor, and the Program Manager will jointly determine whether the student has successfully completed all requirements for credit.
- 9. Educational Benefit & Employment Status.** Regardless of whether the Student receives compensation from the Entity while participating in the Educational Experience, the Entity recognizes that the Educational Experience is primarily an educational experience for the Student

governed by the American Bar Association Standard 304, as drafted and amended, regarding the educational experience of students performing field placement. Both parties understand that the Student will be in a learning situation and that the primary purpose of the Educational Experience is for the Student's learning. The Student will receive academic course credit from DePaul for his or her educational experiences at the Entity, and the coursework associated with those educational experiences.

If Student is not otherwise an employee of the Entity, student shall neither be paid wages by either party for participation in the Educational Experience nor covered under DePaul's or Entity's Worker's Compensation, social security, or unemployment compensation programs. If Student is otherwise an employee of Entity, or if Entity is electing to pay Student a stipend for their participation, Entity shall assume full and sole responsibility for the payment of any wages or stipends, state and federal income tax, unemployment insurance, social security, disability insurance and other applicable employee withholdings which may apply and compliance with all applicable employment laws.

10. Private Companies. Except as otherwise detailed below, Entity cannot bill its client(s) for the Student's work on client matters or for its time spent supervising the Student. If Entity is compensating the Student in accordance with all applicable wage and hour rules, the Student may work on client matters and Entity may bill its client(s) for such work as deemed appropriate by Entity. Pursuant to Illinois Supreme Court Rule 711, the Student cannot use a 711 License for work at Entity.

11. Compliance with All Laws. The Entity represents that it will comply with all applicable laws during the Educational Experience, including, but not limited to, laws related to workplace discrimination, workplace safety and, as detailed above, wage and hour laws. The Entity agrees to comply with all laws and DePaul policies regarding student privacy and confidentiality, including the Family Educational Rights and Privacy Act (FERPA).

12. Communications. All communications between DePaul and the Entity should be directed as indicated below:

TO DEPAUL:

Steven L. Wisner

Director of Externships
DePaul University College of Law
1 E Jackson Blvd
Chicago, IL 60604
lawexternships@depaul.edu

TO THE ENTITY:

FOR ENTITY:

By signing below, the signatory for the Entity hereby executes this Agreement and represents and warrants that they are authorized to do so:

Name: _____ Signature: _____ Date: _____

Title: _____ Entity: _____

FOR DEPAUL:

By signing below, the signatory for DePaul hereby executes this Agreement and represents and warrants that they are authorized to do so:

Name: Martha Pagliari Signature: _____

Title: Assistant Dean for Experiential Learning Date: _____