



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 6
DATE: 12/17/2024

**SUBJECT: CONSIDERATION OF AN EXTERN, SUPERVISOR AND SCHOOL
MEMORANDUM OF UNDERSTANDING BETWEEN TARRANT COUNTY,
D/B/A TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE
AND TEXAS A&M UNIVERSITY SCHOOL OF LAW FOR STUDENT
PARTICIPATION IN AN EXTERNSHIP PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Extern, Supervisor and School Memorandum of Understanding (MOU) between Tarrant County, d/b/a Tarrant County Criminal District Attorney's (CDA) Office and Texas A&M University School of Law for the participation of Jason Intlehouse, student in an externship program.

BACKGROUND

The Externship Programs at Texas A&M School of Law offer students the opportunity to gain meaningful and substantive legal experience under the supervision and mentorship of practicing attorneys, judges and policy experts. Students can earn academic credit for legal work performed outside of the classroom in legal settings, such as government entities, public interest organizations, corporate legal departments, law firms, and courts. In an externship, students apply academic learning to the real world, while gaining valuable insight into the operation of legal institutions.

The Tarrant County CDA's Office employs dedicated professionals committed to serving the citizens of Tarrant County. The goal is to prosecute the guilty, protect the innocent and deter crime. To continue its mission, the office is committed to providing future attorneys with the skills and education needed to be successful.

With approval, the CDA's Office will participate in the externship program for law students and will provide one (1) student with the opportunity to gain clinical experience, professional skills, and the opportunity to observe court proceedings. The externship program allows the students to commit to work hours in exchange for academic credits. This MOU is for the 2025 academic spring semester with a start date of January 13, 2025 through March 21, 2025.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



EXTERN, SUPERVISOR & SCHOOL MEMORANDUM OF UNDERSTANDING

Student: Jason Intlehouse Semester: Spring 2025 Externship Site: TCDA

Field Supervisor: Robb Catalano Externship Director: Cecily A. Becker

Program Goals: The Goal of the Externship Program is to give students the opportunity to:

1. Improve their lawyering skills such as research, writing, analysis, and oral advocacy,
2. Increase their understanding of the range of skills necessary to effectively perform legal and law-related work,
3. Develop their understanding of substantive law, and the legal or law-related issues facing the host organization and its mission,
4. Enhance their understanding of the issues related to professionalism, professional responsibility and other workplace issues which arise in legal practice and in professional work environments,
5. Develop productive working relationships, and
6. Engage in critical self-reflection to promote self-directed, lifelong learning.

Field Supervisor:

As the student's primary supervisor, I understand that the Externship Program is an academic program and that I must ensure basic academic standards are met, including the program goals. To this end, I agree:

1. **Supervisor:** I have the authority or have been delegated authority to supervise the student and to designate a portion of my work time to supervising the student. If the student performs assignments for additional supervisors, I will ensure they are providing appropriate feedback and guidance in accordance with this agreement (providing a copy of this agreement to them when appropriate). If I am unable to supervise, I agree to designate an alternative supervising attorney and notify the school of the change.
2. **Assignments.** To ensure that the externship is of substantial educational value, assigning legal and/or law-related tasks that are representative of my typical work and that are as challenging as the student can reasonably handle. I further agree:
 - a. Work that is administrative, clerical, or non-substantive must be kept to a minimum and should be avoided.
 - b. To provide instruction in professional skills and substantive law and the student will engage in substantial experiences that are reasonably similar to the experience of a lawyer advising or representing a client or engaging in other lawyering tasks.
 - c. To provide opportunities, whenever possible, to observe court proceedings, participate in client/staff/strategy meetings and other appropriate and timely professional activities, whether in-person, or via conference calls, web-conferences or other similar online platforms.
 - d. When work is performed remotely, this remote experience must be comparable to the experience the student would have had if working in-person, including opportunities to observe and participate in court proceedings, meetings and other appropriate and timely professional activities via conference calls, web-conferences, or other similar remote-work tools.

3. **Professional Conduct & Confidentiality.** To orient the student as to the confidentiality rules, and other requirements, policies and procedures of the office, and to supervise the student in full compliance with the applicable jurisdiction's rules of professional conduct, especially with its equivalent to American Bar Association's Model Rules of Professional Conduct, Rule 5.3, "Responsibilities Regarding Non-Lawyer Assistants."
4. **Meetings/Engagement/Feedback.** To manage the student's work and meet regularly with the student to discuss assignments and provide feedback. This will include:
 - a. Meeting with the student in the first week to discuss the student's goals and develop a learning plan for the student's externship, provide an overview of work, and discuss the expectations of the supervisor and student during his/her externship.
 - b. Reviewing and verifying the student's hours, which will be provided to me no later than that last week of the externship; I may request to see my student's hours more frequently, if preferred.
 - c. Interacting/meeting regularly with the student to provide timely and specific feedback on assignments; This should include feedback on written work, oral communication skills and interpersonal skills, providing both positive and constructive advice and critique. I may arrange a standing weekly meeting with the student to facilitate feedback and discussion.
 - d. Interacting/meeting regularly with the student to discuss the relationship of assignments to the larger substantive, procedural or practical issues at hand, including any significant ethical issues involved.
 - e. Meeting mid-term to review the student's progress toward his/her goals and provide feedback.
 - f. Completing a final evaluation (provided by the school) on the student's work, and reviewing the evaluation with the student before the student leaves.
 - g. When remote work is involved, we will discuss a plan as to when and how we will communicate, and I will connect with the student at least once a week either in-person or via video conference.
5. **Academic Mission.** To remember the academic mission of the program and value the student's time and commitment to other classes. This may include being flexible during exams and not expecting the student to work more hours per week than they are signed up for in credits.
6. **Technology/Resources.** To provide the student the resources necessary to work and learn effectively, including adequate workspace. If work is remote, I will provide the technology support and resources needed for the student to complete work remotely, and will provide access to the necessary documents and systems needed to complete assignments in a way that protects confidentiality and security concerns.
7. **Billing Clients.** To not charge any client or collect any fee for the student's time if the student is not receiving compensation for work performed.
8. **Availability/Material Changes.** To be available to speak with the school throughout the semester as needed, and to notify the Externship Director if the student is not performing competently, I am no longer supervising, or if any concerns or material changes affecting the externship arise, such as material changes to the nature of the work.

Student Expectations:

By participating in the Externship Program, I acknowledge and agree:

1. **Schedule.** I am making a commitment to complete my required hours at my placement and will work with my supervising attorney to create a schedule that will meet that requirement and abiding by that schedule.
2. **Professionalism.** I will fulfill my professional obligations at all times in my externship including:
 - a. Being familiar with the confidentiality requirements of my placement;
 - b. Respecting my supervisor and all those with whom I interact by displaying the utmost in professionalism and integrity. I will be on-time, communicate professionally and be prepared for all meetings, hearings and appointments, even those that take place via phone or video conference; and
 - c. Taking responsibility for my experience, developing my goals into a learning plan and communicating regularly with my field supervisor regarding my work and progress toward meeting my goals.
3. **Work.** I am making a commitment to an organization/attorney that will be assigning work related to the execution of their mission and I commit that the quality of all assignments submitted to my field supervisor(s) will meet their outlined expectations and what I would expect of myself. I commit to being pro-active and engaged in my learning and will seek clarification and advice in a timely fashion.
4. **Reflection/Self-Assessment.** I will reflect on my experience and strive to self-assess after each assignment I complete. Where appropriate, I will discuss my reflections and self-assessments with my faculty and field supervisors. I will be open to feedback from my supervisors and will consider how I can apply the feedback going forward.
5. **Seminar/Coursework.** I will timely complete all course requirements, including attending classes, completing any readings, reflective journals, timesheets, and other assignments, as well as meeting with my faculty supervisor as described in the course syllabus.
6. **Issues/Material Changes.** If any concerns/issues arise, or material changes occur, affecting my experience, such as the nature of work being assigned or who is serving as my primary supervisor, I will promptly discuss this with the Externship Director.
7. **Covid Acknowledgment:** I understand there is a risk in contracting COVID-19 associated with participating in an in-person, on-site externship experience, and that my participation in this externship is voluntary and not required to progress in my program or obtain my degree. Texas A&M School of Law has alternative opportunities for law students to engage in experiential learning experiences. If I am offered an in-person, on-site experience, it is my decision whether or not to accept.

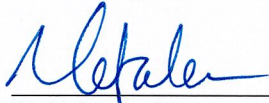
Student & Field Supervisor:

We understand:

1. The student is committing to work 120 hours in exchange for 3 pass/fail academic credits. Anticipated start date 01/13/2025; end date 03/21/2025;
2. That the externship is of a fixed duration, is not a guarantee of future employment and is structured around an educational experience;
3. That the externship is for the educational benefit of the student, and even though it includes actual operation of the organization, is similar to training which would be given in the educational environment;

4. That the student's work complements, rather than displaces, the work of paid employees, and works under close supervision of existing staff;
5. The student is not entitled to wages for work performed in the externship: However, the student can accept a stipend or compensation for work, or reimbursement for reasonable out-of-pocket expenses, if offered, upon receiving written pre-approval from the Externship Director;
6. The student is not entitled to a job at the conclusion of the externship.

 , 11/24/2024 , 903-830-5766 , jasonnittlehouse@tamu.edu
Student Signature Date phone E-mail

 , 12/3/24 , 877-884-1400 , rebecca.howard@tamucanysb.gov
Field Supervisor Date phone E-mail

_____, _____, _____
County Judge Date phone E-mail

Texas A&M School of Law:

The School agrees:

1. To support the student and field supervisor to ensure the learning and working experience is the best it can be. If any aspect of the externship raises concerns or problems for either the student or field supervisor, the Externship Director will work with both to achieve a resolution.
2. To communicate the program's requirements and expectations to the student, field supervisor and host organization and ensure the placement meets those requirements.
3. To oversee the academic component, review and respond to the student's goals and journals, conduct a mid-term review and provide final evaluations, and evaluate the student's performance, in consultation with the field supervisor, on a pass/fail basis;
4. To communicate with the field supervisor and student, either through telephonic or email communications, or through on-site visits or video-conferences, as needed throughout the semester.

For notifications, or if you ever have questions, concerns, or just wish to share a comment about the program or your student, please contact:

Cecily A. Becker,
Externship Director
817-212-4058
cbecker@law.tamu.edu.