



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145140

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DATE: 5/6/2025

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY CRIMINAL
DISTRICT ATTORNEY'S OFFICE AND BELMONT LAW FOR STUDENT
PARTICIPATION IN AN EXTERNSHIP PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County, d/b/a Tarrant County Criminal District Attorney's (CDA) Office and Belmont Law for student participation in an externship program.

BACKGROUND

The Externship Programs at Belmont 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 residents 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 Madison Martin 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 summer semester.

This MOU has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The student will participate in a non-paid externship so there is no fiscal impact associated with this item.

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

BELMONT

LAW

Belmont University College of Law – Experiential Learning Program Memorandum of Understanding

This document represents an educational agreement (“Agreement”) among _____ (“Site Supervisor”), Madison Martin (“Student”), and Belmont University College of Law (“Belmont College of Law”) for a supervised experiential learning placement at Tarrant County District Attorney Office (“Placement Site”) during the **Summer 2025 Semester**. This Agreement represents the written understanding among the parties regarding the experiential learning placement, and it describes the experiential learning opportunity, as well as the respective roles of the parties, in order to assure the educational quality of the experience for the Student.

I. Overview of Policy & Educational Objectives

By signing below, the parties hereto signify their understanding of the following policy and educational objectives and their agreement to same:

Experiential Learning Placement Sites. Belmont College of Law offers students the educational opportunity to earn academic credit while gaining practical legal experience by participating in an experiential learning placement in a variety of legal settings. An experiential learning placement (or simply “placement”) may refer to summer externships, in-semester field placements, or hybrid legal clinics at a variety of Placement Sites. Students may work at an approved government placement (federal, state, or municipal in all branches); other non-profit organizations; public interest groups; corporate legal departments (in-house counsel); and, in exceptional cases, for-profit law firm placements, only where all of the student’s work will be on the firm’s pro bono matters. Any agent of a private, for-profit law firm that signs this Agreement as a Site Supervisor understands and agrees to these terms and further agrees that the Student will not perform any work for the Placement Site’s paying clients.

ABA Compliance. Belmont College of Law administers its Experiential Learning Program in compliance with the American Bar Association’s (“ABA”) educational standards and requirements. It is Belmont College of Law’s policy to only place students in experiential learning placements that are in compliance with ABA standards. To this end, the Belmont College of Law’s Experiential Learning Program focuses on the educational benefit of students and emphasizes close supervision of students’ work by experienced attorneys or judges.

Supervisory Roles. Students participating in an experiential learning placement must be supervised by a licensed attorney or a judge (the Site Supervisor) in the Placement Site, as well as by a Belmont College of Law faculty member (the “Faculty Supervisor”). The Site Supervisors, who serve as the supervising attorneys and judges in approved Placement Sites, play a critical role in the legal education of Belmont College of Law students. Belmont College of Law expects that Site Supervisors will provide students with opportunities to put into practice the substantive and procedural law that students learn in the classroom. Both Site Supervisors and Faculty Supervisors help inform students’ understanding of the legal profession. Belmont College of Law further expects that Site Supervisors and Faculty Supervisors will help students reflect on their work and on what it means to be an ethical, effective member of the legal profession.

Experiential Learning. While it is understood that different sites will offer differing levels of exposure to various legal opportunities, Belmont College of Law expects students will engage in experiential learning opportunities throughout their placements. Experiential learning includes, without limitation, opportunities to engage in legal analysis and reasoning, legal research, legal writing, oral presentation, problem-solving, legal timekeeping, professionalism, and/or legal advising, all under the direct supervision of an experienced attorney or judge.

II. Responsibilities

In addition, the parties further agree on the respective roles and responsibilities, as follows:

A. Student Responsibilities:

1. **Eligibility.** To assure the quality of the educational experience, the Student must have successfully completed at least one academic year of legal education in order to be eligible for participation in the Experiential Learning Program. If a particular Placement Site requires specific prerequisites, the Student is responsible for ensuring eligibility prior to applying.
2. **Hours.** The Student must work a minimum of 100 hours during the course of the placement in order to earn two academic credits. Generally, if the Student is completing a placement in the fall or spring, the Student must work approximately eight to ten hours each week during the semester in order to meet the 100-hour requirement. If the Student is completing a placement in the summer, the Student must work at least four weeks. The Student will work out an appropriate work schedule with the Student's Site Supervisor. The Student must continue fulfilling all obligations of the Experiential Learning Program as long as the Student is working at the Placement Site, even if the Student works beyond the 100-hour minimum requirement.
3. **Health.** The Student must abide by the health and safety standards of the Placement Site.
4. **Remote Work.** If all or any portion of the Student's work will be handled remotely, the Student is responsible for obtaining a Remote Work Agreement signed by the Student's Site Supervisor and submitting it to the Director of Experiential Learning.
5. **Ethics & Conflicts Avoidance.** The Student will become familiar with and abide by the Rules of Professional Conduct and other rules, guidelines, and policies applicable to the Placement Site. The Student will disclose any actual or potential conflicts of interest to the Site Supervisor at the beginning of the placement. The Student has a continuing responsibility to disclose any new conflict that arises during the course of the placement.
6. **Learning Goals.** The Student will articulate specific, measurable goals and discuss those goals and strategies for achieving them with the Site Supervisor at the beginning of the placement.
7. **Time Sheets.** The Student will keep diligent, weekly, written time sheets of the Student's hours either independently or in conjunction with any relevant time keeping systems in place at the Placement Site to fully document the hours worked towards completion of the placement's requirements. The Student will present the time sheets to the Site Supervisor for the Site Supervisor's review and signature each week. The Student will ensure that confidential information is not revealed in the billable narratives and will submit the signed, weekly time sheets to the Faculty Supervisor via Briefcase by 5:00 p.m. on each Monday for the prior week's work.
8. **Self-Evaluation and Reflection.** The Student will draft weekly, written journal entries that reflect on the Student's experience and provide a self-evaluation of whether the Student's goals and the learning objectives of the placement are being met. The Student will ensure that confidential information is not included in these journal entries and will submit the ongoing, contemporaneous entries to the Faculty Supervisor via Briefcase by 5:00 p.m. on each Monday for the prior week's work.
9. **Midterm & Final Evaluations.** The Student will obtain a completed midterm evaluation from the Site Supervisor around the midpoint of the placement and review the feedback in that evaluation. The Student will evaluate his or her placement experience and the Placement Site upon completion of the placement by completing a student final evaluation form and submitting it to the Faculty Supervisor via Briefcase.
10. **Academic Components.** The Student will complete all of the assigned academic components of the Experiential Learning Program, which include, without limitation, attendance at the required classroom components, related homework assignments, and any other assigned documentation.
11. **Course Registration.** The Student is responsible for timely registering for the correct course and fulfilling the other obligations necessary to receive academic credit.

B. Placement Site/Site Supervisor Responsibilities:

1. **Site Supervisor Appointment.** The Placement Site must appoint a Site Supervisor who is a licensed attorney or a judge in good standing. Site Supervisors must be approved by the Director of Experiential Learning.
2. **Learning Goals.** The Site Supervisor will discuss the Student's goals and objectives for the placement and any additional goals Placement Site has at the start of the placement. The Site Supervisor will also

- discuss with the Student strategies for achieving those goals.
3. **Workflow & Substantial Lawyering Experience.** The Site Supervisor shall be responsible for assigning a variety of legal work to the Student and shall make certain the work assigned is designed to carry out the educational objectives of the placement. The Site Supervisor will provide sufficient work for the Student to meet the 100-hour minimum requirement during the program dates for that semester. The Site Supervisor shall ensure that the Student is engaging in hands-on, substantive legal work that utilizes the knowledge and skills the Student has learned in class. The Site Supervisor will provide multiple opportunities for the Student's performance with these substantial lawyering tasks. The Placement Site will maintain a sufficient level of staff support to carry out normal service functions without having the Student perform in lieu of staff. The Site Supervisor will not assign clerical tasks (filing, library updating, photocopying, etc.) to the Student.
 4. **Orientation, Ethics, & Conflicts Avoidance.** The Site Supervisor is responsible for screening for any conflicts of interest that may be created by the Student's placement. The Site Supervisor will provide an onboarding process for the Student that includes information on the rules of ethics specific to the placement; the policies, procedures, methods, and operation of the Placement Site; confidentiality rules; and an overview of the work and expectations of the Student. The Site Supervisor shall ensure the Student's meaningful integration into the office at the Placement Site. In addition to the onboarding process, the Site Supervisor will further ensure there is sufficient contemporaneous training of the Student, where necessary, for the Student to have a quality educational experience at the Placement Site.
 5. **Supervision.** The Site Supervisor must supervise (personally or through a delegate) the Student on all aspects of work done in the course of the placement. The Site Supervisor will also discuss assignments with the Student and provide guidance and supervision as the Student performs those tasks. For fully-remote or hybrid work environments, the Site Supervisor will interact with the Student over email and through other modes of communication in order to ensure quality interactions and supervision opportunities. The Site Supervisor shall be jointly responsible, along with the Faculty Supervisor, for assuring the quality of the student's educational experience.
 6. **Feedback & Performance Evaluations.** The Site Supervisor must provide specific, timely, and frequent feedback to the Student on the Student's progress throughout the semester. The Site Supervisor must review and sign off on the Student's weekly time sheets. The Site Supervisor must engage in a formative assessment of the Student's performance halfway through the placement by filling out a midterm evaluation form and sharing that form with the Student. The Site Supervisor must also engage in a summative assessment of the Student's performance at the conclusion of the placement by filling out a confidential, final evaluation form and submitting that form directly to the Director of Experiential Learning.
 7. **Liability.** The Placement Site shall be responsible for monitoring all legal work of the Student and shall assume liability for all work done by the Student.
 8. **Communication.** The Placement Site agrees to notify the Faculty Supervisor immediately if there is a problem with the Student's performance.
 9. **Billing & Optional Payments.** The Placement Site will not bill clients for any activities performed by the Student. The Placement Site may, but is not required to, pay the Student for the work performed during the placement. Similarly, the Student may receive, but is not required to receive, payment from an external funder, such as through a stipend. The Placement Site may reimburse, but is not required to reimburse, the Student for reasonable expenses. Belmont College of Law does not provide any payments or reimbursements to the Student.
 10. **Site Visit.** Upon request by the Director of Experiential Learning or the Faculty Supervisor, the Site Supervisor shall participate in a site visit to assure the quality of the Student's educational experience.
 11. **Training.** The Site Supervisor will read communications from the Director of Experiential Learning, review the Site Supervisor handbook, and periodically participate in requested training.
 12. **Publicity.** From time to time, Belmont College of Law provides students with information on where prior students have participated in an experiential learning placement. This information may be provided directly to a student in response to an inquiry, or it may appear on the Experiential Learning Program's website, etc. By signing this MOU, you agree that Belmont College of Law can refer to this placement and your Placement Site as part of highlighting student successes, as part of advising other students who may want to participate in the Experiential Learning Program, or as part of another educational objective. If you do not wish for Belmont College of Law to reference your Placement Site in this way, please email the Director to opt out.

C. Director of Experiential Learning Responsibilities:

1. **Program Administration.** The Director of Experiential Learning shall be responsible for the overall administration and coordination of the experiential learning placement. The Director of Experiential Learning will be available for support and advice to the Student, the Faculty Supervisor, and the Site Supervisor.
2. **Academic Instruction.** The Director of Experiential Learning shall provide the academic component of the placement, including, without limitation, the classroom components and suggested reflection prompts.
3. **Training.** The Director of Experiential Learning shall be responsible for providing any training, as needed, to the Student, Site Supervisor, or Faculty Supervisor.
4. **Approval and Termination.** The Director of Experiential Learning has the authority to approve or refuse any placement. The Director of Experiential Learning also has the authority to unilaterally terminate this Agreement where the requirements of the applicable ABA standards are not being met.
5. **Grades.** The Director of Experiential Learning will be responsible for assigning a grade for the Student in the relevant experiential learning course.

D. Faculty Supervisor Responsibilities:

1. **Supervision.** The Faculty Supervisor will timely review the Student's journal entries and signed time sheets. The Faculty Supervisor will also review the Site Supervisor's midterm evaluation and final evaluation, as well as the Student's final evaluation form. The Faculty Supervisor shall be responsible for monitoring the development of the educational goals of the placement and evaluating the academic performance of the Student. The Faculty Supervisor shall be jointly responsible, along with the Site Supervisor, for assuring the quality of the student's educational experience.
2. **Communication & Feedback.** The Faculty Supervisor will communicate with the Student and the Site Supervisor and will be available for support and advice both to the Student and to the Site Supervisor. The Faculty Supervisor will periodically provide written feedback to the Student. The Faculty Supervisor will promptly communicate any problems with the placement or concerns about the quality of the Student's educational experience to the Director of Experiential Learning.
3. **Site Visit.** Upon request by the Director of Experiential Learning, the Faculty Supervisor is responsible for coordinating and conducting a site visit with the Site Supervisor to assure the quality of the Student's educational experience.
4. **Evaluation of Student Academic Performance & Placement Site.** At the end of the semester, after continually reviewing the Student's weekly documentation and monitoring the Student's progress, the Faculty Supervisor will assess the Student's educational achievement and make a recommendation on whether the Student should receive a passing grade or failing grade for the Student's work. The Faculty Supervisor will timely report this recommended grade to the Director of Experiential Learning. The Faculty Supervisor will complete a final evaluation of the Student and the Placement Site and will submit that completed form to the Director of Experiential Learning. The Faculty Supervisor will submit other documentation as requested by the Director of Experiential Learning.

E. All Parties:

By signing below, we acknowledge that we have read and understood all of the foregoing educational goals and objectives, the Experiential Learning Program requirements, and the respective roles, responsibilities, and expectations of all involved in this Agreement. We agree to perform all duties expected of us, and to fully comply with all administrative requirements related to this experiential learning placement.

Signature of Site Supervisor: Robb Catalano Date: 4/8/2025
Signature of Student: Madison Martin Date: 04/06/2025
Signature of Faculty Supervisor: _____ Date: _____
Signature of Director of Experiential Learning¹: _____ Date: _____

¹ Formerly titled Director of Field Placements. The current Director of Experiential Learning is Prof. Kristi W. Arth. You may reach Prof. Arth at kristi.arth@belmont.edu or 615-460-6843 with any questions.