COMMENT ON PROPOSED ELIMINATION OF INTERPRETATION 305-3

In our capacities as Georgia State University College of Law’s Director of Experiential Education and Externship Program Co-Directors, we submit this comment in opposition to the proposed revision to the ABA Standards and Rules of Procedure for Approval of Law Schools that would eliminate Interpretation 305-3 and allow students to receive credit to a student for participation in a field placement program for which the student receives compensation.

Other commentators have done an excellent job outlining numerous reasons why revoking Interpretation 305-3 would be detrimental to student learning. Our comment, based upon our experience working with students, focuses on one of those concerns: allowing paid externships would undermine the quality of students’ academic experience in an academic field placement.

Eliminating the Interpretation and allowing payment for work performed during an academic course significantly alters the student-site supervisor relationship from one of teacher-student to one of employer-employee. Below we discuss why we believe this change negatively affects student learning and runs counter to the accreditation standards’ mandate to ensure students receive a quality legal education.

Currently, students understand that an externship is a class for which they pay tuition. Within this framework, students have an incentive to ensure that they receive what they are paying for: a quality educational experience. The current framework encourages students to be forthright in their assessment of the type of assignments and level of mentoring and supervision at their externship sites. Earning money for work they perform changes the equation and student expectations from this academic course. Students realize that they are getting a benefit beyond an academic one. Thus, they are less likely to insist on meaningful learning opportunities. They also may be more hesitant about candidly assessing the supervision and types of assignments because of fear it may impact both recommendations and future job opportunities.

Paying students for work performed also negatively impacts the dynamic between faculty supervisors and on-site supervisors. Currently, lawyers and judges in the community who supervise law students in field placements understand their obligation to serve as teachers and mentors. In exchange for the benefit of student work, site supervisors agree to tailor the externship experience to the student’s articulated learning objectives by providing quality work assignments and meaningful feedback. Given this academic component expectation, faculty supervisors can easily step in and demand a higher level of supervision or training from on-site supervisors who are not fulfilling their teacher/mentor roles. Once an on-site field supervisor pays a student to perform work, it
becomes much more difficult for faculty supervisors to ensure a meaningful educational experience. It is a lot more difficult to tell an employer he or she must assign students certain kinds of work, or pay students to observe various proceedings, or spend time meeting with students to review their performance than it is to make those demands of site supervisors who get the benefit of students’ work in exchange for a commitment to provide meaningful educational experiences.

If Interpretation 305-3 is eliminated, students in externships where they simultaneously make a salary and get academic credit will likely encounter site supervisors who have less incentive to provide an educational benefit and, in fact, a good justification for not doing so. Unfortunately, at least in some instances, the employment relationship between field supervisor and student will limit the student’s ability to set his or her learning objectives and ensure that those learning objectives are met. Summer jobs will become “academic classes” without the ability of faculty supervisors to meaningfully ensure a quality academic experience.

The accreditation standards are designed to ensure students have a quality learning experience. For the reasons stated herein we believe eliminating Interpretation 305-3 runs counter to that goal.

Sincerely,

Lisa Bliss, Director of Experiential Education

Andi Curcio, Externship Program Co-Director

Kendall Kerew, Externship Program Co-Director