To the ABA –

I understand you are, or were, considering abolishing Interpretation 305-3, which barred law school credit for participation in a “field placement program” for which a student was compensated.

I would like to add my voice, belatedly, to the public comments you received on the proposed abolition. My experience offers a reason favoring abolition of this rule, or at least flexibility in its interpretation. I would also like to clarify my office’s situation, since it was discussed several times in the April 25 public hearing.

The US Mission to the UN in Geneva often employs (though this may be the wrong word, given that they serve without pay) a small number of student interns (or “externs,” and I use both words interchangeably) from U.S. colleges or graduate schools. These interns often include law students who receive law school credit for one semester’s work here.

Geneva, Switzerland is an extremely expensive city. Our Mission is able to reduce the costs to interns of coming and living here by providing housing in a shared intern residence, comparable in amenities to a youth hostel, on a nearby property that the U.S. government primarily uses for other purposes. The availability of that humble intern residence allows students from a wider variety of financial backgrounds to compete for and learn from an internship in our Mission. Under Interpretation 305-3, however, law students are unable to accept the free housing that the US Mission provides for our interns. They must personally find another place to live, and pay out-of-pocket the high cost of housing here in addition to other costs related to the internship. This unfortunate situation is unfair to our law student interns. Several of them have written to you, and I support their comments. Accordingly, I urge either the abolition of this rule, or increased flexibility in its interpretation.

In the April 25 public hearing, three opponents of the Interpretation’s abolition and one ABA Committee member argued that this exact problem (Michigan Law School students in Geneva, unable to accept the US Mission’s offer of housing during their externship with the Mission, a situation described in one case as “the debacle at Michigan”) should not happen under the Interpretation as it exists. They all stated a belief that perhaps what is needed is not abolition of the rule but “some better clarification of what is allowed under the current standard.” Such a “clarification,” if it were to state clearly that employer-provided housing comprises reimbursement of out-of-pocket expenses that is allowable under Interpretation 305-3, and not compensation prohibited by it, would be welcome, and should be sufficient for the situation of our office’s future externs from Michigan and other law schools.

http://www.americanbar.org/content/dam/aba/administrative/legal_education_and_admissions_to_the_bar/council_reports_and_resolutions/comments/20140425_hearing_transcript.authcheckdam.pdf (at pages 11-12, 16, 19, 43-44, 60)

Thank you for your consideration.

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(Affiliation for identification purposes only; this was written in my personal capacity)