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I. **Program Overview**

   a. **Purpose of Manual.** This manual provides an overview of the Residency Program, including the components of the Program, the responsibilities of Residents, Partner Organizations, and the University of Minnesota Law School (the “University”) for each year of the Program.

   b. **Summary.** The Minnesota Law Public Interest Residency Program (the “Residency Program” or the “Program”) is a two-year program that will provide students with the opportunity to gain over 20 months of significant legal experience in public service while earning their J.D. The Program begins at the start of each Resident’s 3L year and continues into the Resident’s first post-graduate year. During the Resident’s entire 3L year, the Resident will work at a partner organization for an average of 32 hours per week and participate in a complementary classroom component with other Residents. After graduating and taking the bar exam, the Resident will return to the partner organization as a full-time paid employee of the organization for one full year post-graduation.

   c. **Timeline.** The Residency Program will start with an inaugural class from the Class of 2017, who will apply in spring of their 2L year (Spring 2016). Residents will start at their Partner Organizations in Fall 2016.
Year 1: Academic Year

*September – May*

3L Student Certified Attorney working 32 hours per week for school credit.

*May – July*

Break for bar exam.

Year 2: Postgraduate Year

*August – July*

Law graduates working full-time as practicing attorneys.

d. Program Leaders.

Mark Kappelhoff, *Director*
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Amanda Furst, *Public Interest Director*
Contact information: amfurst@umn.edu; (612) 626-7517

II. PROGRAM BENEFITS

a. Benefits to Residents. Residents will graduate into the workforce with over 20 months of experience with a leading public service government employer in their area of interest. This lengthy commitment with a partner organization will increase students’ legal skills and experiences and long-term employability, and provide them with significant experience as they continue in their careers. The Program will also provide students with a high-quality experiential learning experience, supervised by a clinical faculty member.

Interested students should start planning in spring of their 1L year. Students will apply to the Program during early spring of their 2L year. While there are no specific class requirements, students are encouraged to enroll in courses that will complement the work of the Partner Organization of interest to them. Organizations are more likely to select students who have taken classes in their related area of interest and students will be more prepared to handle the work. Students also should work with the Career Center and Student Services to ensure they will meet graduation requirements, including the upper-class writing requirements, credit requirements, and limitation on out-of-class credits.

b. Benefit to Partner Organization. Partner Organizations receive a two-year commitment from a high-achieving student through an endowed program that will provide a continuous pipeline of skilled students into the Program. The University will provide institutional support for the Resident, including reporting, supervision, and mentoring by a faculty director and program administrator.

Potential partner organizations will be asked to affirm or re-affirm their commitment each Fall to begin the application process to receive a Resident the following Fall. Partner organizations are not required to host a Resident each year.
III. APPLICATION PROCESS FOR STUDENTS

a. Eligibility. All law students in their 2L year are eligible to apply. Students must be in good standing to apply. Reasonable accommodations will be made for students with disabilities.

b. Student Application Process. Students are eligible to apply to the Residency Program in early spring of their 2L year or, for joint degree students, their second-to-last year of school. Students will submit applications to the Program via Symplicity. Students must submit the following documents as part of their application to the Program: (1) resume; (2) cover letter; (3) unofficial transcript; (4) personal statement; (5) list of references; (6) writing sample; and (7) ranking form.

Students will rank the Partner Organizations in order of preference. Students will not be limited in the number of Partner Organizations for which they may apply.

c. Application & Review Timeline. Candidates interested in applying for the Residency Program should be mindful of the following timeline:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, December 14</td>
<td>Program Application Open in Symplicity</td>
</tr>
<tr>
<td>Monday, February 8</td>
<td>Student Applications Due via Symplicity</td>
</tr>
<tr>
<td>Tuesday, February 2 – Friday, February 19</td>
<td>Faculty Committee Review of Applications</td>
</tr>
<tr>
<td>Monday, February 15 – Friday, March 11</td>
<td>Partner Organization Application Review and Interview Period</td>
</tr>
<tr>
<td>Monday, March 25</td>
<td>Partner Organization Selections Due</td>
</tr>
<tr>
<td>Tuesday, March 28 – Friday, April 1</td>
<td>Students Notified of Selections; Student Responses Due Two (2) Days After Notification of Selection</td>
</tr>
</tbody>
</table>

D. Faculty Application Review Committee. A Faculty Committee consisting of five select faculty members will review the candidates’ applications. The Faculty Committee will conduct a holistic review when selecting eligible candidates. Selections will be based on demonstrated commitment to public service, academic achievement, extracurricular activities, and prior employment experience.

IV. SELECTION PROCESS FOR PARTNER ORGANIZATIONS

a. Select Your Resident - February 2016 to March 2016. Partner Organizations will have exclusive authority to select their Resident. Partner Organizations will coordinate with the Law School to create a posting, review applicants, interview, and select your Resident. Residents will receive offers after partner organizations and students will rank their preferences for placements. At the conclusion of the selection process, the University, the selected Resident, and the Partner Organization will enter into a Memorandum of Understanding that outlines employment terms and responsibilities.
b. **Host Your Resident as a Student Extern - September 2016 to May 2017.** Host your Resident as a Student Certified Attorney for 32 hours a week at your organization or Partner Organization during their third year of law school, from September 2016 to May 2017. The student Resident will receive school credit for their unpaid work. Partner Organizations must provide supervision and experience-appropriate job responsibilities. Students will be expected to work with their Partner Organization to determine their hours and responsibilities during the school year and over winter break. Partner organizations will have a faculty and administrator contact (listed in Part I.d above).

c. **Host & Pay Your Resident as a Post-Graduate Resident - August 2017 to July 2018.** After the student Resident graduates from law school and has a short break to study and sit for the bar exam, from May – July or August 2017, the Resident will be employed full time as a Post-Graduate Resident at the partner organization for one year. The Partner Organization will be expected to provide an annual salary of $30,000 plus the health care benefits, along with supervision and work space.

V. **EXTERNSHIP YEAR**

1. **Commencement and Termination of Externship Year.** The Externship Year will begin the Monday after Fall Semester classes begin, and will terminate on the University’s published last day of classes for the Spring semester. The obligations of the Resident, University, and Partner Organization set forth in this section apply during the entirety of the Externship Year.

2. **Student Attorney Certification.** Residents will be certified as student attorneys under the Minnesota Supreme Court Student Practice Rules.

3. **Program Structure.**

   1. **Credits.** The Resident will receive 10 total credits per semester, 20 total credits per academic year, upon successful completion of the classroom and externship components. The breakdown of the credits allotted to each component will be as follows:

      Classroom Component: two (2) credits per semester; four (4) credits per year.
      Externship Component: eight (8) credits per semester; sixteen (16) credits per year.

4. **Responsibilities of Residents.**

   1. **Course Selection and Extracurricular Approval.** Prior to the start of each semester, the Resident is required to discuss the impact of the student’s chosen courses and extracurricular activities with the Program Director. The student must obtain approval from the Program Director for all courses and extracurricular activities in which the student has enrolled or anticipates participating during the Resident’s Externship Year, as well as review graduation requirements.
2. **Attendance.** Residents are expected to be punctual and have good attendance. If a Resident’s absence can be anticipated, or if a Resident is unexpectedly delayed or unable to report to work for any reason, he or she must promptly and appropriately notify the Partner Organization Supervisor and the Faculty Supervisor.

3. **Substantive Work Requirement.** Residents will, to the best of their abilities, meet the substantive work requirements of the University and the Partner Organization. Residents will conduct themselves at all times as professionals and in accordance with the obligations of ethical practice, including, but not limited to, maintaining client confidentiality and refraining from any conflicts of interest. Residents may be required to sign a separate confidentiality agreement with the Partner Organization.

4. **Feedback.** The Resident will provide regular feedback to the appropriate Faculty Supervisor regarding the Resident’s experience during the Externship Year of the Program.

5. **Responsibilities of the University.**

1. **Program Counseling.** The University will provide adequate counseling to students interested in the program through the Career Center and the Public Interest Director. Counseling will include determining a course of study for students’ second year at school which will prepare them for (1) a third year comprised primarily of an externship through the Program; (2) successful completion of graduation requirements, and (3) taking the Bar Exam, The Public Interest Director will also be available to Residents for short and long-term professional development counseling.

2. **Program Director.** Professor Mark Kappelhoff is the Program Director of the Residency Program. Professor Kappelhoff will serve as a contact for the University and will be available to answer questions and address concerns from Partner Organizations and Residents.

3. **Faculty Supervision of Resident.** Professor Mark Kappelhoff will also supervise the Residents during the Resident’s Externship year.

The Faculty Supervisor will:

A. solicit adequate and appropriate feedback about all aspects of the Resident’s work, including arranging for feedback from the Partner Organization Supervisors;

B. maintain communication with Partner Organization Supervisors to ensure the quality and integrity of the overall experience of the Resident; and

C. abide by the American Bar Association’s externship requirements.
4. **Classroom Component.** During the Resident’s Externship year, the University will provide the Resident with an academically-sound classroom component that meets American Bar Association requirements and provides Residents with substantive knowledge that complements their Externship.

A. The classroom component may:

   i. include reading, reflection, and writing assignments, at the discretion of the designated faculty supervisor.

B. The classroom component will:

   i. provide Residents with a supervised opportunity for adequate consideration of ethics and public policy;
   
   ii. provide Residents with a supervised opportunity for guided reflection on the lawyering experience;
   
   iii. account for two (2) credits per semester, four (4) credits per year, during the Resident’s Externship year; and
   
   iv. be graded by the faculty supervisor on an A-F scale.

5. **Externship Component.** The University will award each Resident eight (8) credits per semester, sixteen (16) credits per year, during the Resident’s Externship Year upon the Resident’s successful completion of the requirements of the Program.

6. **Enforcement of Student Code of Conduct.** The University will be responsible for enforcement of its student code of conduct policies, including ethical responsibilities, throughout the term of the Externship.

6. **Responsibilities of Partner Organizations.**

1. **Academic Requirements.** The Partner Organization will ensure that the Resident complies with all of the academic requirements of the Externship Year, as determined by the Faculty Supervisor and set forth in the Program syllabus.

   The Partner Organization will cooperate with the University and the faculty supervisor in determining the types of experiences appropriate for the Residents.

2. **Supervision.** The Partner Organization will provide adequate supervision of the Resident throughout the course of the Resident’s tenure at the Partner Organization. This includes, but is not limited to (1) supervising the Resident in accordance with the standards of the American Bar Association and the State Bar of Minnesota as the Resident performs work as a Certified Student Attorney; (2) supervising the Resident’s substantive legal work; (3) supervising the Resident to ensure that the Resident is complying with appropriate ethical obligations; (4) supervising the workload assigned to the Resident to ensure that the Resident is able
to participate fully in the requirements of the classroom component and in any other courses or extracurricular activities of which the Resident has been approved to participate.

3. **Feedback.** The Partner Organization will ensure an appropriate academic experience for the Resident by providing feedback directly to the Resident about the Resident’s work to enable development of lawyering skills.

4. **Reporting.** The Partner Organization will regularly report on the Resident’s progress during the Externship Year to the appropriate Faculty Supervisor. The Partner Organization will timely report any problems arising from the Resident’s Externship work at the Partner Organization to the appropriate faculty supervisor.

VI. **Bar Examination**

A. **Resident Obligations.** Residents will take the Minnesota State bar examination immediately following graduation from the University, unless the Partner Organization and Resident agree to an alternate state’s bar examination. Residents will be granted a leave of absence from the Partner Organization to study for the bar examination. The leave of absence will end on the University’s published last day of classes for the Spring semester and will end on a date agreed upon by the Resident and the Partner Organization; but no later than September 1. It is the Resident’s responsibility to arrange an appropriate return date with the Resident’s Partner Organization.

The Resident will notify (1) the University; and (2) the Partner Organization of the results of the bar examination after the Resident has received the results. Resident further agrees to abide by the obligations of the Residency Year upon the Resident’s successful completion of the Minnesota State bar examination. Obligations of the Resident as they relate to Residents who have failed to pass the Minnesota State bar examination are outlined in **PART VI: DISPUTES AND CONTINGENCIES**, below.

B. **Partner Organization Obligations.** Upon the Resident’s graduation from the University, the Partner Organization will grant Resident a leave of absence during which the Resident will prepare for, and take, the Minnesota State bar examination. The leave of absence will begin the Friday in May preceding the week ending with the University’s Spring Commencement Ceremony and will end on a date agreed upon by the Resident and the Partner Organization; but no later than September 1.

The Partner Organization further agrees to abide by the obligations of the Resident’s Residency year upon the Resident’s successful completion of the Minnesota State bar examination. Obligations of the Partner Organization as they relate to Residents who have failed to pass the Minnesota State bar examination are outlined in **PART VI: DISPUTES AND CONTINGENCIES**, below.

VII. **Residency Year**
a. **Commencement and Termination of Residency Year.** The Residency Year will begin after the Resident has taken the bar examination on a date agreed upon by the Resident and the Partner Organization, but no later than September 1. The Residency Year will terminate one calendar year from the Resident’s start of the Residency Year.

b. **Responsibilities of Resident.**

   1. **Substantive Work Requirement.** It is the responsibility of the Resident to comply with all work requirements set forth by the Partner Organization for the Resident’s Residency year. The Resident must also comply with all policies, procedures, and work requirements as set forth by the Partner Organization for its staff.

   2. **Reporting and Other Promotional Duties.** The Resident will provide regular feedback to the appropriate Faculty Supervisor and Public Interest Director regarding the Resident’s experience during the Residency Year of the Program, both to ensure quality placements and for the promotional purposes of the program.

c. **Responsibilities of University.**

   1. **Faculty Supervision of Program.** Professor Mark Kappelhoff will supervise the Residency Program. This faculty member will serve as a contact for the University and will be available to answer questions and address concerns from Partner Organizations.

   2. **Facilitate Salary Payment.** The University will facilitate payment of the Resident’s salary to the Resident if requested by the Partner Organization. Partner Organizations who desire for the University to facilitate payment must notify the University prior to the start of the Residency and work out payment details directly with the Public Interest Director.

d. **Partner Organization Responsibilities.**

   1. **Compensation.** The Partner Organization will provide the Resident with a $30,000 annual salary. This amount is preferably paid directly to the Resident according to the standard set for other employees at the Partner Organization. If requested, the University can work with the Partner Organization to pay the Resident directly.

   2. **Benefits.** The Partner Organization must offer the Resident standard benefits of employment. These benefits must include, but are not limited to:

      A. Health Insurance
      B. Malpractice Insurance
      C. Worker’s Compensation Insurance
      D. Vacation and Family/Medical Leave

**VIII. Disputes & Contingencies**
a. Disputes.

1. Dispute Resolution Between Partner Organization and University. The dispute resolution process for disputes between the Partner Organization and the University will be as follows:

   A. Step 1: Written Notice. In the event of any dispute arising from or related to the Residency Program, the relationships among the parties, including but not limited to claims for breach of contract, non-performance, and bad faith, the aggrieved party will serve written notice upon the other parties regarding the existence of a Dispute and request they meet to attempt to resolve the Dispute informally. The written notice will state clearly and conspicuously that the document is intended as written notice of an unresolved Dispute.

   B. Step 2: Informal Meeting. In the event any dispute cannot be resolved after the Partner Organization or University is made aware of a dispute through written notice, the Partner Organization and the University agree to attempt to resolve the dispute by means of an informal meeting between Partner Organization and University representatives.

   C. Step 3: Mediation. If the parties are unable to resolve the Dispute informally, the parties agree that it can be very productive to engage the services of a professional, trained mediator whose role is to facilitate a mutually satisfactory resolution of the Dispute. Accordingly, the parties agree to mediate a Dispute that cannot be informally resolved. The parties will select a mutually agreed upon mediator and the mediation will be conducted confidentially in accordance with mutually agreed upon procedures. Statements during mediation will be considered statements during settlement negotiations and will not be discoverable or admissible in any subsequent proceedings.

2. Dispute Resolution Between Partner Organization and Resident. The dispute resolution process for disputes between the Partner Organization and Resident will be as follows:

   A. Step 1: Written Notice. In the event of any dispute arising from or related to this Agreement, including but not limited to claims for breach of contract, non-performance, bad faith, torts, unpaid wages, labor law violations, wrongful termination, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation, constitutional provisions or common law (a “Dispute”), the Resident will serve written notice upon the Partner Organization regarding the existence of a Dispute and request an attempt to resolve the Dispute informally. The written notice will state clearly and conspicuously that the document is intended as written notice of an unresolved Dispute.
B. **Step 2: Informal Meeting.** In the event any dispute cannot be resolved after the Partner Organization or Resident is made aware of an unresolved dispute through written notice, the Partner Organization and Resident agree to attempt to resolve the dispute by means of an informal meeting between the Resident and Partner Organization.

Notwithstanding any provision to the contrary, nothing in this section restricts the right of the Resident to file administrative claims with any government Partner Organization.

3. **Choice of Law.** All Disputes will be governed by the laws of the State of Minnesota.

4. **Arbitration.** Parties agree to arbitrate any controversy or claim arising out of or relating to the Program. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Contingencies.**

1. **Failure to Pass the Bar Exam.** If the Resident does not pass the first attempted bar exam following the Resident’s graduation, the Partner Organization may choose to continue with the Resident’s Residency Year or to terminate the Resident, based on the needs and policies of the Partner Organization. The Partner Organization will communicate its policies and procedures in the event the Resident fails to pass the bar examination prior to the student’s acceptance of the Resident position. Possible courses of action in the event the Resident does not pass the first attempted bar exam include, but are not limited to:

   A. Requiring the Resident to retake the bar exam at the next sitting;

   B. Altering the Resident’s duties to allow the Resident to work without bar certification;

   C. Immediate termination of the Resident.

2. **Failure to Satisfy Requirements for Graduation.** If the Resident is unable to satisfy the University’s requirements for graduation, the Resident’s participation in the Program will immediately terminate.

IX. **TERMINATION**

a. **Initiated by Resident.**

1. **Termination by Resident Before or During Externship or Residency Year.** The Resident’s acceptance of a Resident position is a professional and ethical commitment to the University and the Partner Organization. The Resident will honor the commitment made to the University and the Partner Organization except under
exceptional or unforeseen circumstances. A Resident’s termination, or an attempt to
terminate his or her participation in the Program may result in loss of credits, loss of
tuition, and forfeiture of the Resident’s right to further participate in the Program.

The Resident may terminate the Resident’s participation in the Program only under
the following circumstances:

A. **Prior to Start of the Externship Year.** The Resident may, prior to the beginning
of the Externship Year, terminate the Externship for any reason, by giving at least
sixty (60) days’ notice in writing to the University and the Partner Organization.
The Resident must provide notice in order to enable another student Resident to
join the program.

B. **During the Externship or Residency Year for Illness.** Residents may terminate
their participation in the Program if the Resident is physically unable to perform
the tasks of the position due to illness, injury and disability. Upon termination for
illness, the University will determine credit eligibility under the Academic
Regulations of the University.

C. **During the Externship Year for Extraordinary or Unforeseen Circumstances.**
Residents may terminate their participation in the Program due to extraordinary or
unforeseen circumstances. If a Resident believes that they may not be able to
honor their commitment to the University and Partner Organization, the Resident
must immediately inform the faculty member of the circumstances the Resident
believes warrant termination. The determination of whether termination is
warranted will be made by the Program Director on a case-by-case basis.

b. **Initiated by Partner Organization.** In the event the Partner Organization intends to
terminate the Resident for cause, it will first notify the University by notifying the
appropriate Faculty Supervisor. The Partner Organization will set forth its reasons for
terminating the Resident. The Partner Organization will then advise the Resident of the
reasons for the termination and give the Resident an opportunity to meet with the Partner
Organization Supervisor to present the Resident’s response to the termination. The
Partner Organization Supervisor’s decision will be final and no further right of appeal
will be provided.

c. **Initiated by University.** In the event the University is made aware of circumstances
which warrant termination of the Resident from the Program, the University will contact
(1) the Resident, and (2) the Partner Organization.