

## MEMORANDUM OF UNDERSTANDING

**WHEREAS** the number of self-represented litigants in need of legal assistance has increased significantly; and

**WHEREAS** a fundamental value of the legal profession, espoused by the American Bar Association and the State Bar of Georgia, is to encourage members of the profession to render pro bono services; and

**WHEREAS** the mission of Atlanta's John Marshall Law School is to graduate law students both ready to practice and committed to promoting social justice; and

**WHEREAS** the mission of the Volunteer Lawyers Foundation, Inc. is to promote the administration of justice by developing, operating, and administering programs to provide legal services to low income persons involved in civil matters; and

**WHEREAS** the Court, authorizes a pilot project to address the need for legal assistance for its self-represented civil litigants in child support cases; and

**WHEREAS** the Office is committed to assisting litigants with timely and amicable resolutions of domestic disputes,

Atlanta's John Marshall Law School ("AJMLS"), the Court ("Court"), the Volunteer Lawyers Foundation Inc. ("VLF"), and the Office ("Office") enter into partnership to form and operate the **Legal Assistance Externship ("Externship")**.

**NOW, THEREFORE**, it is hereby agreed to by and between the above partners to facilitate the operation of the Externship as follows:

The Court will create a master calendar of self-represented litigants set for the same day and time each month. Students will be present at the call of the calendar. The Court will identify those litigants requesting assistance. Court staff will direct such

litigants to complete an intake form which will be entered into the externship database to determine conflicts and income eligibility.

The assigned students will escort the litigants to the externship location in the Office. Once it is confirmed that there are no conflicts and that the litigant meets the income eligibility requirements, the student will review an engagement agreement with the client. The engagement agreement will explain, among other things, the limits of the unbundled student representation and the responsibilities of the client. After the engagement agreement is executed, students will assist the client with compiling the necessary documentation and/or information including the child support worksheets and domestic relations financial affidavits.

In the event the parties have obtained mediated agreements, students may assist in preparing documents required to formalize and incorporate the terms of mediated agreements (such as consent agreements, child support addendums, child support worksheets and domestic relations financial affidavits).

Students shall exercise reasonable discretion with the client to announce that the client is ready to proceed to finalize their divorce represent the client in court if requested. If not ready to proceed, students will appear with the client at the next master calendar to make the announcement and stand-by for new clients.

### **Responsibilities of Atlanta's John Marshall Law School**

AJMLS will be responsible for the oversight of the externship under the direction of Professor Renata Turner. Classroom instruction and case supervision will be under the direction of Adjunct Professor. The externship will be an elective upper level course that runs two (2) consecutive semesters. Enrollment will be limited to eight (8) third-year

students eligible to practice under the third-year practice act. Eligible students must have also successfully completed a family law class at AJMLS or another ABA accredited law school. The externship will be a six credit course, three (3) credits per semester. Students will receive a grade of pass/fail based on their classroom participation and on-site work.

Students are required to be in attendance for office hours every Thursday, as provided herein, as well as instruction every Thursday for 1 hour. Adjunct Professor will be onsite to supervise students as they develop skills in client interviewing, communication, factual investigation, problem solving, counseling, organizing and managing legal work and recognizing and resolving ethical dilemmas.

**Responsibilities of Volunteer Lawyers Foundation, Inc.**

VLF will provide malpractice insurance for no more than eight (8) law students during the course of the externship.

VLF will also provide the means to confirm initial income eligibility and a conflicts check. Eligible clients must have incomes no more than 300% above the Federal poverty guidelines.

**County Superior Court**

The Court will approve the externship pursuant to O.C.G.A. §15-20-4 and swear the students in under the Third-year Practice Act. The Court will ensure that the master calendar is set for the same day and time each month to allow students to fit Externship time into their class schedules and provide consistency for the clients. The Court will refer only non-complex divorce issues. Cases involving custody or complex financial disputes will not be eligible for the program.

The Court will provide staff to do the case initiations, which is limited to directing litigants to complete an intake form, and provide further assistance as needed. The Court understands and will make sure that any opposing counsel understands that students are not entering into the case, but are providing unbundled service limited to the child support worksheets, affidavits, mediation agreements or divorce finals.

### **Office**

The Office will provide office space for the externship. The designated space will be used free of charge during the initial year of the externship. After the first year, the partners will renegotiate space arrangement. The Office will provide enough space for a small client waiting area, a space for students to talk privately with clients, and space for a computer, telephone, copy machine and storage for office supplies.

### **Timeline**

The Externship will begin as a pilot project starting August 2012, during AJMLS' fall 2012 semester, and continuing through the end of the spring 2013 semester. It is anticipated that the externship will continue beyond the pilot project at which time the partners will enter into a permanent agreement.

**We, the undersigned, agree to this Memorandum of Understanding and the responsibilities outlined within.**