

The following certifications are required to be submitted once a supervisor joins our system. Supervisors agree to these at the initial stage of joining our system and are asked to reaffirm when they take on an extern in a particular semester.

*Updated as of June 22, 2023

Supervisor Certifications

BY COMPLETING THIS FORM, I UNDERSTAND AND AGREE TO THE FOLLOWING PROVISIONS:

1. If I am an attorney, I am licensed to practice law for at least five years and am in good standing in the state(s) in which I am licensed.
2. If I am not an attorney, I have five years of experience in the field in which I am working.
3. Under C.R.C.P. 205.7, the *Student Practice Act*, only third-year externs may be certified to enter appearances in court and they may do so only to the extent authorized under the statute for qualifying organizations. I understand that as Supervising Attorney I am responsible for the student's actions.
4. I understand that Attorney Regulation Counsel has notified the Legal Externship Program that students are to be designated as "law student externs or interns" and that any designations using the word "attorney" are forbidden in all contexts because they risk suggesting a general authorization to practice law.
5. If my extern(s) is receiving both credit and pay for work, as now permitted by the ABA, I must still abide by the requirements set forth in these certifications, the semester-specific acceptance form, the Supervisor Manual, any other documentation provided by Denver Law, and the requirements imposed by the ABA on all for-credit field placements.
6. In accordance with ABA requirements, I will provide my extern(s) with a substantial lawyering experience that is reasonably similar to the experience of a lawyer advising or representing a client or engaging in other lawyering tasks.
7. I agree that the extern's responsibilities for administrative tasks shall not exceed 10%.
8. I understand that during the course of any externship the extern must be the primary beneficiary of the relationship between the extern and my organization.
9. It is required that I provide the day-to-day oversight of the extern's work, offer ongoing feedback on performance, and meet at least weekly with the extern to provide feedback, instruction, and guidance on the work.
10. Because not all externs have had a professional responsibility class, I need to instruct the extern about confidentiality procedures and practices of this office, and instruct the extern on any other rules of professional responsibility that are particularly important in this setting.
11. I will review my mid-semester (if required) and final evaluation with the extern and submit these evaluations to the Legal Externship Office by the given deadline. These evaluations will be available for the extern to review electronically if they so choose.
12. My extern(s) must submit time sheets, and engage in oral and written reflection, but externs will be instructed to do so in a manner that does not reveal any confidential or identifying information.
13. The Legal Externship Office may call me to arrange an on-site visit to discuss the Legal Externship Program and the progress of my extern in accordance with the ABA's accreditation standards for law schools and will communicate with me in order to ensure the quality of the student educational experience.
14. I am encouraged to contact the Legal Externship Office if I have concerns or questions about the program or about my extern.
15. I will evaluate and resolve potential professional conflicts of interest with my extern.
16. I agree to abide by Legal Externship Program's Equal Opportunity Supervisor policy which states that it is the policy and practice of the University to provide equal opportunity in employment, educational activities, and other programs to all employees, students, and applicants. No person shall

be discriminated against in any condition of employment or opportunity because of race, color, national origin, ancestry, age (40 and over), religion, creed, disability, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, military enlistment, veteran status, and genetic information. In addition, the College of Law prohibits all forms of sexual misconduct, which includes sexual harassment, non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, domestic and dating violence and stalking. It is expected that externship supervisors and their placement's employees and staff will conform to this policy and take positive steps to assure that all externships will be business-like and free of bias, prejudice, and harassment. The College of Law will extend its facilities and placement services to those supervisors whose practices are consistent with this policy.

17. I understand that Denver Law's Externship Program encourages offices to engage in proactive measures needed to ensure access, opportunity, and inclusive and equitable work spaces exist for all students, including those from historically marginalized groups.
18. I understand that the following insurance requirements apply:
 1. If the extern student is completing an externship and receiving DU course credit, then the student's work in their externship position will have coverage under DU's liability insurance policy. If requested, DU will provide the externship site a current Certificate Of Insurance with the applicable types of insurance requested. DU carries general liability:
 1. \$1,000,000 per occurrence with a \$2,000,000 million aggregate limit; malpractice insurance \$1,000,000 per occurrence with a \$3,000,000 aggregate, and workers' compensation with limits as required by applicable state law. The externship site is required to carry insurance with insurers who are duly licensed or authorized to do business in the state in which work and/or services are to be performed, and have an "A.M. Best" rating of not less than A-VII. Policies must remain in full force and effect for the duration of the externship.
 2. Externship sites may be asked annually to provide proof of current insurance via a Certificate of Insurance, which shows that the site has the following:
 1. **Commercial General Liability Insurance:**
 - a. **Limits required:** Minimum of \$1,000,000 per occurrence with a \$2,000,000 per annual aggregate.
 2. **Malpractice Insurance:** This insurance must provide coverage for the extern student who becomes legally obligated because of any act, error, or omission in the rendering of or failure to render professional services with the externship.
 - a. **Limits required:** Minimum of \$1,000,000 per occurrence with a \$3,000,000 per annual aggregate.
 3. **Workers Compensation Insurance:** If the extern student is paid, the externship site must also provide workers' compensation insurance coverage for the extern student. If the student is working in **ND, OH, WA, or WY**, the externship site is required to provide worker's compensation insurance for the extern student if the student is paid or unpaid.
 - a. **Limits required:** The statutory amount(s) as required by applicable state law.
 3. Externship sites understand it is their responsibility to have the requisite insurance on hand and if asked, will supply it to DU. Externship sites release the law school of any responsibility and liability if the supervisor fails to provide the documentation if asked and/or does not have the requisite insurance as outlined.

*Government entities and judicial chambers must carry applicable insurance with proper limits related to their jurisdiction's immunity cap, and those limits may be different than what is listed above and will be accepted.