

# STUDENT HANDBOOK

Policies and Procedures may be updated at any time during the academic year. Please find the current version on the school's website at

[https://www.cwsl.edu/current\\_students/student\\_handbook.html](https://www.cwsl.edu/current_students/student_handbook.html)



## 2023-2024

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CALIFORNIA WESTERN  
SCHOOL OF LAW | San Diego

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STUDENT HANDBOOK  
FALL 2023– SUMMER 2024

**ATTENTION-IMPORTANT NOTICE  
PLEASE READ**

Policies and Procedures may be announced or changed at any time during the academic year. California Western will notify students of these changes by publishing the new policies and procedures on the school's website at [https://www.cwsl.edu/current\\_students/student\\_handbook.html](https://www.cwsl.edu/current_students/student_handbook.html). Students are responsible for checking the website often to ensure that they are aware of any new or revised policies or procedures. Generally, instruction for CWSL courses will be provided in person at the school's San Diego campus. However, some courses may be provided at other designated locations, if determined to be appropriate or necessary for the course (e.g., clinic courses). Instruction and services may also be changed, at any time, to a remote format. This may be done short term or, if doing so is determined to be appropriate for health and safety or other contingencies, for longer periods of time. Any such modifications will be made in accordance with all applicable ABA Standards.

**A. STATEMENT FOR NON-DISCRIMINATION**

California Western School of Law does not discriminate on the basis of age; ancestry; citizenship status; color; creed; disability or medical condition; gender; pregnancy, childbirth or related medical conditions; gender identity or expression; marital, military or parental status; national origin; race; religion; sexual orientation, or any other basis prohibited by law. For questions about discrimination on the basis of a disability or to file a Section 504 complaint alleging discrimination on the basis of a disability, contact the Dean of Students, located at 225 Cedar Street, Second Floor, San Diego, CA 92101, (619) 515-1588.

**B. DIVERSITY MISSION STATEMENT**

California Western School of Law is committed to building a collaborative learning and working environment that promotes diversity, equity, inclusion, and belonging. We believe these values affirm mutual respect and foster innovation, enabling students, staff, and faculty to fully develop and use their skills to promote positive change. We recognize and appreciate the unique contribution each person brings to our law school. We strive to create an atmosphere of open discussion, mutual respect, and dignity toward all. We also extend these values to serve our local, national, and international communities.

We recognize and appreciate that this commitment is a continual process. Accordingly, we commit to pursuing an anti-oppression framework in our teaching, service, and engagement with the community. To that end, we will engage in the following efforts:

- To foster diversity among our students and alumni, we offer support and guidance for mastering the challenges of becoming lawyers and leaders of the bar. Through programs tailored to every

phase of legal education and reflecting our diverse community, we work to ensure our graduates have the knowledge, skills, and perspective to build rewarding careers. We seek to offer ways for our students and alumni to develop and maintain those relationships which promote their professional development.

- To foster diversity among our faculty and staff, we recruit among diverse communities. We celebrate the unique contribution each person brings to our law school. And, we encourage awareness of, appreciation, and sensitivity toward diverse concerns.
- To foster diversity throughout the wider community, both locally and globally, we seek to promote awareness of diversity's value through relationships with colleagues in the law and higher education, and offer programs that promote social, political, and economic justice.

We commit to generating institutional metrics that document our progress. And we commit to engaging in regular reflection about our commitment to diversity, equity, inclusion, and belonging.

Adopted February 2022.



## **C. STATEMENT OF ACADEMIC POLICIES**

Academic Policies are updated regularly. For the most up-to-date policies please check [here](#). The handbook is updated once a year and may not contain updated Academic Policies.

### **Preface**

This Statement of Academic Policies is inclusive of the primary guidelines of the law school. The omission of an academic rule from this statement does not denigrate from the force of such a rule. The academic policies are subject to change at any time by the faculty and/or Academic Affairs Committee. All students are bound by any change or new enactment, lack of actual notice notwithstanding. A current, corrected copy of this statement will be available in the Vice Dean's office and on the school's website. Students are responsible for checking these sources often to ensure that they are aware of any new or changed policies and procedures.

Petitions regarding academic matters and requested exceptions to the Academic Policies should be directed to the Vice Dean for Academic Affairs for appropriate action by the Vice Dean or the Academic Affairs Committee. Requests for accommodation under the Americans with Disabilities Act should be directed to the Assistant Dean for Student Affairs.

Some Academic Policies expressly prohibit petitions (see, e.g., Sections 2.06, 7.24, 7.31, and 7.32), while other Academic Policies expressly permit petitions (see, e.g., Sections 1.02(B), 3.02, and 3.05(A)). When an Academic Policy is silent regarding petitions, i.e., when an Academic Policy does not expressly prohibit or permit petitions, there is a presumption that such an Academic Policy is not subject to a petition absent exceptional circumstances. In such situations when an Academic Policy is silent regarding petitions, a written request may be filed with the Vice Dean for Academic Affairs seeking special permission to file a petition regarding the Academic Policy. If the Vice Dean for Academic Affairs grants special permission to file a petition, the student may then file a written petition regarding the Academic Policy pursuant to any conditions established by the Vice Dean for Academic Affairs. Approval and waiver authorities under these policies may be delegated at the discretion of the Vice Dean for Academic Affairs.

When a petition to the Vice Dean for Academic Affairs is permissible, either because an Academic Policy expressly permits such a petition or because the Vice Dean for Academic Affairs has given special permission to file a petition, any such petition shall be in writing and state the specific relief requested. A petitioner who is denied the relief sought may appeal the Vice Dean's decision to the Academic Affairs Committee by submitting a written appeal to the Academic Affairs Committee within seven (7) business days of receipt of the Vice Dean's decision. On appeal, the Academic Affairs Committee shall exercise its independent judgment, while giving deference to the Vice Dean's decision.

The administration will communicate with you primarily through CWSL e-mail and occasionally by U.S. mail. It is your responsibility to check these sources regularly. [Effective July 2023]

# I. DEGREE REQUIREMENTS

## 1.01 GENERAL REQUIREMENTS

To be eligible for conferral of the Juris Doctor degree, a student must complete the following requirements:

1. Timely filing with the law school Registrar of a formal application to graduate. To be timely, an application must be filed before enrollment for the last trimester of work prior to the graduation date.
2. Studied in residence at an accredited law school for not fewer than six full-time or eight part-time trimesters or the equivalent thereof.
3. Attendance during the final trimester must be in residence at California Western and a minimum of 45 of the credits earned toward the degree must have been earned in residence at California Western.
4. Completion of all required courses, including 11 units of Experiential (EXP) coursework and the Scholarly Writing requirement. (See Section 2.01.) Students taking the Professional Responsibility class during the Fall 2023 or Spring 2024 term are required to complete 10 units of Experiential Coursework (See section 2.01.) Students graduating prior to the Fall 2021 term are subject to the previous 15-unit EXP requirement.
5. Completion of 90 credits (units). No credit towards graduation will be awarded for failed courses. See Section 6.02. Students who have completed 90 units and have fulfilled all degree requirements may not take additional units unless approved by the Vice Dean for Academic Affairs. See also Section 1.02 for requirements and limitations regarding credit for non-classroom activities and non-law school courses.
6. Attainment of a cumulative grade point average of 2.00 or better.
7. Attainment of a trimester grade point average of 2.00 or better in the student's final trimester. (See Section 7.33.)
8. Completion of all degree requirements and graduation no later than 84 months after matriculation. (See Section 7.60.) Students requesting to complete their degree requirements beyond 60 months must receive approval from the Vice Dean's Office.
9. Except as set forth elsewhere in these Academic Policies, completion of all requirements established for the class with which the student will graduate (rather than the class with which the student enters). This requirement can be waived by the Vice Dean for Academic Affairs in cases of undue hardship.
10. Recommendation of the faculty. The faculty will not award a degree where there is sufficient evidence that the candidate lacks the good moral character necessary for a prospective attorney.

## 1.02 CREDIT FOR NON-CLASSROOM ACTIVITIES & NON-LAW SCHOOL COURSES

- A. Subject to a maximum of 18 credits and to the maximum stated within each subsection below, credit for non-classroom activities and non-law school courses may be earned as follows:

1. **Externship Course.** The maximum under this subsection is 10 credits (not including the Externship Seminar which is 1 classroom credit), and up to 10 of these non-classroom credits shall count toward 18 credit maximum established by this section. Subject to authorization from the Externship Office, a student may enroll in one externship for a maximum of 10 credits (not including the Externship Seminar).
2. **Non-law School Courses.** Except as otherwise provided in this subsection, the maximum under this subsection is 12 credits. A student may receive a maximum of 12 credits for non-law school courses under the following conditions: (a) courses must be taken after completion of the first year of law school; (b) courses must be approved in advance by the Vice Dean for Academic Affairs; (c) the Vice Dean for Academic Affairs will approve only graduate level courses; (d) the student has the burden of demonstrating to the Vice Dean for Academic Affairs that the proposed course is educationally sound and warrants law school academic credit; (e) credit will be granted only for courses in which the student received a grade of B minus or better; and (f) courses are transferred to California Western on a credit only basis; grades earned are not transferred. Students participating in the JD/MBA program with San Diego State University are limited to transferring 9 units from the MBA program toward their JD degree. See Sections 2.02 and 9.03 for requirements and restrictions regarding courses taken at other law schools. All credits taken under this subsection shall count toward 18 credit maximum established by this section.
3. **Law Review and International Law Journal (the “Journal(s)”)**. In their first year of Journal membership, a student may receive one (1) credit per trimester for two trimesters, for a maximum of two (2) credits in their first year of membership. In their second year of Journal membership:
  - Members of the Executive Board may receive two (2) credits per trimester in the fall and spring and an additional one (1) credit in the summer, for a maximum of five (5) credits in their second year of membership.
  - Members of the Senior Board may receive one (1) credit per trimester, including the summer trimester, for a maximum of three (3) credits in their second year of membership.
  - All other Journal members may receive one (1) credit per trimester for two trimesters, for a maximum of two (2) credits in their second year of membership.

If a student completes the required work for their Journal in the trimester in which they are selected for membership or selected for an Executive or Senior Board position but is selected for their Journal or position after the registration period for the trimester has passed, the student may receive credit for the trimester of selection in the trimester immediately following the trimester of selection. A student may not submit a paper written for their Journal for class or independent study credit. All credits taken under this subsection shall count toward 18 credit maximum established by this section.

4. **Independent Study:** In accordance with Section 1.02(B), students may receive a maximum of 3 credits per Independent Study course and 6 total credits for Independent Study. Credit for any Independent Study is limited to 1 course per trimester and a total of 2 courses. All credits earned under this subsection shall count toward 18 credit maximum established by this section.
5. **Clinical Courses:** The 18 credit maximum described in this section shall not apply to any law clinic, provided that the law clinic provides substantial lawyering experience that (1) involves one or more actual clients, and (2) includes all of the following: (a) advising or representing a client; (b) direct supervision of the student’s performance by a faculty member; (c) opportunities for performance, feedback from a faculty member, and self-evaluation; and (d) a classroom instructional component.
6. **Petition to Waive the 18 Credit Maximum:** Any student who wishes to exceed the 18 credit limit described in this section for non-classroom activities and non-law school courses may petition the Vice Dean of Academic Affairs to request permission to exceed this limit. Petitions must be submitted prior to the start of scheduled classes and shall be granted upon a showing of compelling circumstances.

7.

## B. INDEPENDENT STUDY

Subject to the requirements of this Section and Section 1.02(A), second- or third-year students may earn credit for an Independent Study. Credit for Independent Study is limited to one course per trimester and a total of two. Any student who wishes to obtain credit for an Independent Study must be supervised by a full-time faculty member and must follow the Application Process set forth in Section 1.02(B). Independent Study does not satisfy the Scholarly Writing Requirement.

A second- or third-year student may receive up to 3 credits for an Independent Study by completing a research-based paper. The student shall be required to write a minimum of twenty pages (exclusive of footnotes) for the first credit and at least fifteen pages (exclusive of footnotes) for each additional credit, up to three credits.

To enroll in an Independent Study, a student must obtain prior permission from a full-time faculty member who agrees to supervise the Independent Study and from the Vice Dean for Academic Affairs. The availability of Independent Study may be limited. Students are strongly encouraged to arrange for a faculty supervisor well in advance of the trimester in which they plan to enroll in an Independent Study and to include that course in their pre-registration for that trimester.

Independent Study petitions shall identify the topic and nature of the Independent Study (e.g. empirical research, work on a pending case, etc.), a statement of the reasons the student wishes to enroll in Independent Study, and a substantial description of the topic and the project being undertaken. The petition also shall bear the signature of the supervising faculty member indicating that they have reviewed the proposal and that they agree to supervise the student.

Petitions in proper form that are submitted before the start of classes for the following trimester shall be approved by the Vice Dean for Academic Affairs. Petitions to enroll in Independent Study that are submitted during the first ten days of classes will be approved by the Vice Dean for Academic Affairs only upon a showing of good cause.

Independent Study courses will be evaluated and given one of the following designations: Honors, High Pass, Pass, Low Pass and Fail. Except in the case of a "fail," these designations will be reported on the transcript but not computed in a student's grade point average. In accordance with section 6.03, if a student is given a "fail," that student will have a grade of F computed into their grade point average and will not obtain credit toward graduation for that Independent Study.

## 1.03 EARLY GRADUATION

Graduation normally occurs after completion of the sixth trimester after commencing law study, usually during May of the third academic year. A student may graduate upon completion of five trimesters (each of not less than 10 passed credits) and two summer terms (in each of which 5 credit units were successfully completed) in residence at an American Bar Association accredited law school.

## 1.04 ISSUANCE OF DIPLOMAS

If all graduation requirements have been satisfied, diplomas will not be issued sooner than eight weeks following the date of graduation.

## II. COURSE REQUIREMENTS

### 2.01 REQUIRED COURSES

A. The following specific courses are required for graduation.

#### Full-time First Year:

<u>First Trimester</u>		<u>Second Trimester</u>	
Civil Procedure I	3 units	Civil Procedure II	3 units
Contracts I	3 units	Contracts II	3 units
Criminal Law	3 units	Legal Skills II	3 units
Legal Skills I	3 units	Property II	3 units
Property I	3 units	Torts I	3 units

#### Part-time First Year, Fall Entry four trimesters in a row:

<u>First Trimester</u>		<u>Second Trimester</u>	
Contracts I	3 units	Contracts II	3 units
Property I	3 units	Property II	3 units
Legal Skills I	3 units	Civil Procedure I	3 units
<u>Third Trimester</u>		<u>Fourth Trimester</u>	
Civil Procedure II	3 units	Criminal Law	3 units
Torts I	3 units		
Legal Skills II	3 units	upper division	
	courses	5-8 units	

#### Part-time First Year, Fall Entry, no classes in summer:

<u>First Trimester</u>		<u>Second Trimester</u>	
Contracts I	3 units	Contracts II	3 units
Property I	3 units	Property II	3 units
Legal Skills I	3 units	Torts I	3 units

<u>Third Trimester</u>		<u>Fourth Trimester</u>	
Civil Procedure I	3 units	Civil Procedure II	3 units
Criminal Law	3 units	upper division	
Legal Skills II	3 units	courses	5-8 units

Part-time First Year, Spring Entry, four trimesters in a row:

<u>First Trimester</u>		<u>Second Trimester</u>	
Contracts I	3 units	Contracts II	3 units
Property I	3 units	Property II	3 units
Legal Skills I	3 units	Torts I	3 units
<u>Third Trimester</u>		<u>Fourth Trimester</u>	
Civil Procedure I	3 units	Civil Procedure II	3 units
Criminal Law	3 units	upper division	
Legal Skills II	3 units	courses	5-8 units

Upper Division - Second or Third Year: \*

Constitutional Law I	3 units
Criminal Procedure	3 units
Evidence	4 units

STEPPS 4 units (one, 4-unit trimester-long course) or Professional Responsibility (one, 3-unit trimester-long course) for all 2L students in the 2023-2024 academic year.\*\*

Torts II	3 units
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If a grade of F is received in a required course, the course must be repeated.

\*Although not required, Business Organizations, Constitutional Law II, Remedies and Trusts & Estates are strongly recommended.

\*\* STEPPS must be taken during the fall or spring of a student's 2L year. During 2023-2024 academic year only, 2L students will be required to take Professional Responsibility (3 units) instead of STEPPS.

B. In addition to the above requirements, a student must submit work satisfying the Scholarly Writing Requirement and successfully complete 11 units of Experiential (EXP) coursework. Students taking the Professional Responsibility class during the Fall 2023 or Spring 2024 term are required to complete 10 units of Experiential (EXP) Coursework. Students graduating prior to the Fall 2021 term are subject to the previous 15-unit EXP requirement.

1. Students may count 1 unit from STEPPS toward this 11-unit requirement. Students taking STEPPS prior to Fall 2022 may count 3 units from STEPPS towards this 11-unit requirement.
2. Students may count 2 units from Legal Skills II toward this 11-unit requirement.
3. Students may satisfy the remaining 8 units of this 11-unit requirement by taking any course designated as an EXP course. Students taking Professional Responsibility during the 2023-2024 academic year will receive 2 units of EXP credit from Legal Skills and can satisfy the remaining 8 units of their 10-unit requirement by taking any course designated as an EXP course. Students who took STEPPS prior to Fall 2022 may satisfy the remaining 6 units by taking any course designated as an EXP course.

EXP courses consist of simulation courses, law clinics, or field placements. EXP courses must be primarily experiential in nature and must: (i) integrate doctrine, theory, skills, and legal ethics, and engage students in the performance of one or more specific professional skills; (ii) develop the concepts underlying the professional skills being taught; (iii) provide students with multiple opportunities for performance; and (iv) provide students with opportunities for self-evaluation.

An EXP course must be supervised by a faculty member who will evaluate and grade the student's work.

Students graduating prior to the Fall 2021 term are subject to the 15-unit EXP requirement.

The Scholarly Writing Requirement (SWR) can be satisfied with the successful completion (a grade of C or better) of an original, independently produced, in-depth, research paper on a narrow topic analogous to a law review article. The paper shall be a minimum of 20 pages, typed, double-spaced, excluding footnotes, in a form consistent with an approved form book. The use of any artificial intelligence in generating, editing or otherwise assisting in the creation of a SWR paper or other work project shall be governed by Academic Policy 2.08 and Section 104 of the Code of Student Conduct and Discipline ("Honor Code").

The SWR paper may be undertaken in a designated SW class, in a non-SW course whose instructor permits an SW option, or in connection with a Law Review note. Faculty may petition the Curriculum Committee to have courses requiring written work of comparable rigor deemed "SW" classes. In extraordinary circumstances, students may petition the Vice Dean for Academic Affairs to have individual written work projects of comparable rigor declared "SW" projects.

When SW is undertaken in a designated SW class or other course, a faculty member must supervise the paper from topic selection through final draft, provide meaningful feedback, and certify its completion. "Meaningful feedback" will include, at a minimum, supervised completion of one first draft and one final draft of the paper.

To the extent practicable, a full-time faculty member shall provide the meaningful feedback defined in the previous paragraph. However, upon written approval from the Vice Dean for Academic Affairs, students may have an adjunct faculty member or other instructor who is not a full-time faculty member serve as the supervisor for their SW paper in conjunction with a designated SW class or other course.

When SW is undertaken in fulfillment of the terms of a law review Associate Writer Contract, a full-time faculty member must approve the topic, review the first draft, and certify that a paper which has fulfilled the Associate Writer Contract also meets the SWR standards. These papers may be supervised and receive student editorial input from first through final draft by the law review editorial staff.

A student fulfilling the SW requirement must participate in the Legal Scholarship Training Seminar. This non-credit, non-graded course is offered each trimester and must be taken during the trimester in which the student is fulfilling the SW requirement.

## C. Academic Achievement Workshop (AAW)

### 1. Eligibility

Students who are continued into the upper division with two or more courses with grades below C, and students who repeat their first year with a cumulative grade point average below 3.33 must successfully complete the Academic Achievement Workshop (AAW) during the next trimester in which they are enrolled.

### 2. Requirements

The requirements of 2.01(C) apply to any student who is required to take AAW.

Students may take no more than 15 units during the trimester in which they take AAW. These 15 units include the units received for AAW. The course will be marked “CR” for credit and “NCR” for no credit, and the Vice Dean for Academic Affairs is authorized to waive the provisions of 5.02, 5.06, 6.02, and 6.03.

Students who receive no credit for AAW the first time must retake the course. Such students may take no more than nine units (part-time students no more than seven units), which include the units received for AAW. Students who receive no credit for AAW a second time must retake the course, but with no additional units of coursework. Anyone who receives no credit for AAW three times will be dismissed from the Law School.

Students who take AAW are also required to take the following upper-level bar classes in order to graduate: Business Organizations, Community Property, Constitutional Law I, Constitutional Law II, Criminal Procedure I, Evidence, STEPPS (or Professional Responsibility for students enrolled in Professional Responsibility in the 2023-2024 academic year), Remedies, Torts II, and Trusts & Estates. Students may take no more than two upper-level bar classes during their final trimester. All other required upper-level bar classes must be taken prior to their final trimester (This requirement applies to students matriculating after August 1, 2018.) Students must have an overall GPA of at least a C across all of their upper-level bar courses in order to graduate. Any student who does not have an overall GPA of at least a C across all of their upper-level bar courses shall be required to retake all upper-level bar courses in which they did not receive a grade of C or better (This requirement applies to students matriculating after August 1, 2019. Students matriculating prior to August 1, 2019, are subject to the policy in place at the time of matriculation.) Students whose overall GPA does not increase to at least a C across all bar courses after they have retaken one or more bar courses shall not be required to retake any such bar courses more than one time.

Students who are required to take AAW must engage in academic counseling with and have their course schedules for the following trimester approved by a staff member in the Academic Achievement Office prior to registration for that trimester. Students who fail to have their schedules approved by a staff member in the Academic Achievement Office prior to registration will not be permitted to register for classes and will have a “hold” put on their registration until such approval is obtained. (This requirement applies to students matriculating after August 1, 2018.)

## **2.02 COURSES TAKEN AT OTHER LAW SCHOOLS**

Courses taken at another law school, whether taken by transfer students or by enrolled students visiting another law school under Section 9.03, are transferred to California Western on a credit only basis; grades earned in such courses are not transferred to California Western.



No credit will be given toward satisfaction of California Western degree requirements for any course taken at another law school in which the grade received was below a C (i.e., credits of C-and below do not transfer).

Where a student has not received a grade of C or better for a course taken at another law school, but has not failed such a course, the following shall apply: (1) the course need not be repeated; (2) such courses will not be shown on the student's transcript; (3) such course units will not count toward the 90-unit requirement for graduation; and (4) such units would, however, count toward satisfaction of the residency requirement.

California Western may grant a transfer student academic credit up to the equivalent of three trimesters for courses previously completed at an AALS member law school, and up to the equivalent of two trimesters for courses previously completed at an ABA approved law school not a member of the AALS.

For policies governing credit for non-law school courses, see Section 1.02(B).

### **2.03 RETAKING OF COURSES**

Any course required for graduation must be repeated in its entirety until passed. Repeating such courses shall neither absolve a student of the attendance requirement, nor serve as cause for waiver of any limitation on the number of units which may be taken in any one trimester.

Except where a student is mandated to repeat a required course, no student may repeat a course for transcript credit unless approval is obtained from the Vice Dean for Academic Affairs. If, under the guidelines for retaking courses, a student does repeat a course, an "R" (for repeated) will appear for the grade in the first course and the averaged grade will appear for the grade in the second course. Only the averaged grade will be used in the cumulative G.P.A. Moreover, the number of units of the course retaken shall be counted toward the maximum trimester total of 17 units but will not count towards the units needed for graduation.

### **2.04 SCHOLARLY WRITING (SW) CLASS PRIORITY**

Students who have not previously taken an SW class may be given priority in registering for SW classes.

### **2.05 AREAS OF CONCENTRATION**

Students may elect to specialize in an area of concentration, subject to the offering and availability of those concentrations. A student who wishes to specialize in an area of concentration must comply with all requirements that are articulated in the application materials for that concentration. Each concentration shall include, at a minimum, core courses, optional or elective courses, a research and writing component, and work experience, and also may include co-curricular activities. Any student who wishes to specialize in an area of concentration must obtain the approval of the faculty advisor for that area of concentration. Each concentration shall articulate minimum grade standards for concentration related courses, and may include standards for obtaining an Honors designation. Students who complete all concentration requirements shall receive a certificate upon graduation.

### **2.06 AUDITING COURSES**

A regularly enrolled second- or third-year student may 1) audit any law school course or 2) visit any law school class with the advance permission of the instructor on a space-available basis. Permission to visit or audit may be withdrawn at any time if the instructor believes it is in the best interest of the individual student or of the class to do so. The above is deemed to be a privilege and not a right; therefore, any decision by an instructor as to such matters is final and is not subject to appeal. Audited classes are

considered billable units and will appear on the transcript as an “AU.” Students auditing a course should consult with the Financial Aid and Business Office before requesting to audit a class.

## **2.07 CANCELLATION OF COURSE OFFERINGS**

If after registration, less than ten (10) persons have registered for a course, the course may be canceled at the direction of the Vice Dean.

## **2.08 SINGLE USE OF WRITTEN WORK, ARTIFICIAL INTELLIGENCE, AND PLAGIARISM**

Except as otherwise expressly allowed by a professor, all work submitted in any course, independent study or school-related academic activity shall be the student's own original work product.

Faculty may at their discretion permit students to use artificial intelligence (“AI”) in generating or editing any student work product, however students may not use AI in generating or editing any student work absent express permission from the supervising faculty member. For purposes of this provision, “artificial intelligence” or “AI” is defined as technology that mimics the problem-solving and decision-making capabilities of the human mind. This includes AI text generators and other AI assistive resources. Programs that are limited to spelling and basic grammar checks are not considered to be “AI assistive resources.” Students who are unsure regarding whether use of a particular program is permissible under a faculty member’s AI policy should consult with the supervising faculty member.

Students must not plagiarize AI-generated content or otherwise violate the principles of academic integrity. Students must give proper attribution to any AI-generated or AI-edited content and must disclose the use of AI tools when submitted work using AI, in accordance with whatever policies have been implemented by the responsible faculty member.

Except as otherwise expressly allowed by a professor, a student shall not submit written work in any course or independent study that is the same or substantially similar to written work done in connection with (1) another course; (2) another independent study; or (3) other activities such as clerking or externship assignments.

In determining what constitutes a student’s own work product for purposes of this rule and for purposes of the Honor Code, students and faculty will be guided by the description of plagiarism appended to these rules as Appendix A.

## **2.09 USE OF COMPUTERS**

No student may use a laptop computer or any other equipment where its use interferes with the ability of other students in the class to listen and concentrate. If necessary, professors may prevent such equipment from being used in class.

## **III. TRIMESTER ENROLLMENT**

### **3.01 FULL-TIME OR PART-TIME ENROLLMENT**

Prior to the first trimester, a student must decide whether to enroll full-time or part-time. A student may not change enrollment in the first year except in extraordinary circumstances and with approval of the Vice Dean for Academic Affairs. (Extraordinary circumstances do not include changing enrollment due to first trimester grades.) A first-year, full-time student enrolling for fewer than 15 units or a first-year, part-time student enrolling for fewer than 9 units must obtain prior approval of the Vice Dean for Academic Affairs.

A full-time student will enroll in 12 or more units subject to the maximum course load under Academic Policy 3.02. A part-time student will enroll in 6-11 units. After completion of the first year, a student may enroll full-time or part-time. An upper division student may enroll for fewer than 6 units without seeking prior approval of the Vice Dean for Academic Affairs. However, it is strongly advised that students carefully consider the financial and academic implications of such action. Students wishing to enroll in fewer than the usual amount of units per trimester should review the Business Office Policies and Procedures Manual with respect to tuition issues and should consult with Financial Aid. Such students should also consult with their faculty point of contact and the Academic Policies with respect to graduation requirements.

### **3.02 MAXIMUM COURSELOAD**

No full-time student will be permitted to take over 17 units during a trimester nor any course load that will result in more than 17 hours of classes during any week in a trimester. No part-time student will be permitted to take over 11 units during a trimester nor any course load that will result in more than 11 hours of classes during any week in a trimester. Units taken at other institutions are counted for determining this maximum course load limit. Absent extraordinary circumstances, no student will be permitted to take over eight (8) units at another school.

Full-time students may petition for permission to exceed the maximum credit units but will not be permitted to take more than 18 units in a trimester. Petitions will only be granted upon showing of exceptional circumstances and strong academic standing of the petitioner. Normally, a G.P.A. of 3.00 will be required.

### **3.03 MINIMUM COURSELOAD**

#### **A. Full-Time Students:**

In order to earn full residence credit as a full-time student, a minimum of twelve (12) units must be taken and passed during any trimester in law school. If fewer than 12 units are taken and passed, pro rata residence credit may be earned.

#### **B. Part-Time Students:**

In order to earn full residence credit as a part-time student, a minimum of six (6) units must be taken and passed during any trimester in law school. If fewer than 6 units are taken and passed, pro rata residence credit may be earned.

### **3.04 TUITION CHARGE**

The trimester tuition charge permits part-time students to take a maximum load of 11 units each trimester. Students who take more than 11 units are enrolled full-time and billed at the full-time tuition rate. Full-time students who are permitted to exceed 17 units in a trimester are not required to pay for the excess unit. Students should discuss the financial implications with the Business Office.

### **3.05 ADDING AND DROPPING COURSES AFTER ENROLLMENT**

- A. A first-year student may add, drop, or change courses or sections only with permission of the Vice Dean for Academic Affairs. Such permission will be granted only in exceptional circumstances such as a recognized disability, illness, or family hardship. See 3.05(F).
- B. A second- or third-year student may add a course after enrollment for any trimester under the following circumstances:
  - 1. within the first five days of scheduled classes for the trimester, by written notice to the registrar;
  - 2. after the first five days of scheduled classes for the trimester, by written notice to the registrar provided the professor does not object; or
  - 3. after the first ten days of scheduled classes for the trimester, upon a showing of compelling circumstances to the Vice Dean for Academic Affairs, provided the professor does not object.
  - 4. the provisions of Academic Policy 1.02 apply to Independent Studies.
- C. A second- or third-year student may drop a course after enrollment for any trimester under the following circumstances:
  - 1. within the first ten days of scheduled classes for the trimester, by written notice to the registrar; or
  - 2. after the first ten days of scheduled classes for the trimester, only for good cause and with the permission of the professor and the Vice Dean for Academic Affairs. See 3.05(F).
  - 3. after the last day of regularly scheduled classes, only for extraordinary reasons and with the permission of the professor and the Vice Dean for Academic Affairs.

For purposes of this policy, a change from regular enrollment to audit is dropping a course, except the course appears on the transcript as "AU".

- D. Courses dropped after the first ten days of scheduled classes for the trimester will appear on a student's transcript with a designation of "W" (withdrew).
- E. Under extraordinary circumstances, such as a change necessitated by an action of the school, the Vice Dean for Academic Affairs may waive the above requirements
- F. A student who drops any course without first having satisfied the requirements of this policy will receive a "WF" (withdrawal failing) for the course. "WF"s will be treated as a grade of F to be recorded on the student's transcript for the purpose of computing the student's trimester G.P.A. and cumulative G.P.A.

### **3.06 INVOLUNTARY WITHDRAWAL OF STUDENT FROM CLASS BY PROFESSOR**

With the approval of the Vice Dean for Academic Affairs, a professor may have a student withdrawn from a course where it is deemed that the student's behavior or actions have interfered with, or are reasonably likely to interfere with, the educational process or the orderly operation of the class. A student may appeal such a withdrawal to the Professional Responsibility Committee within 10 business days from the date the student receives notice of such withdrawal. The Professional Responsibility Committee promptly shall issue a written decision with respect to any student appeal within a reasonable time. Any decision to withdraw a student from a class shall remain in effect during the Professional Responsibility Committee's review of a student's appeal. Nothing in this policy shall supersede the provisions of the Code of Student Professional Conduct or the Sexual Harassment Policy.

## **IV. ATTENDANCE**

### **4.01 REQUIRED ATTENDANCE**

As a requirement for accreditation of law schools by the American Bar Association, regular and punctual class attendance is necessary. Each law school has the burden to demonstrate enforcement of this class attendance requirement. To fulfill this burden and foster a uniform and fair standard, the law school requires that students must be present for 80% of the regularly scheduled sessions or they may be subject to withdrawal from the course at the direction of the Vice Dean. For any class that is scheduled on a day or time other than that listed in the official course schedule and that is recorded by the instructor (a “make up” class), students who do not attend the make up class in person may receive attendance credit if they watch the recorded class within three weeks of the make up class meeting.

### **4.02 ABSENCES**

Unless a more restrictive policy is specified in writing by a professor on or before the first day of class, the 80% requirement means that a student may be subject to withdrawal from a course if the student has more than 3 absences, in those classes which meet once a week; or 5 absences, in those classes which meet twice a week; or 8 absences, in those classes which meet three times a week. For purposes of this rule, the reason for the absence is immaterial and there are no excused absences. In very exceptional circumstances, a student may be allowed to remain in the class with the permission of the Vice Dean for Academic Affairs, upon consultation with the instructor.

Consistent with the provisions of Academic Policy 4.01, governing make up classes, for all class sessions except asynchronous class sessions, a student who enrolls in a course during the add/drop period after the course officially has begun shall have absences for class meetings conducted prior to the student's enrollment count toward their maximum allotted absences for the course. For asynchronous recorded class sessions, a student may receive attendance credit for watching the recordings of any class meetings conducted prior to the student's enrollment, provided that asynchronous class-session recordings are viewed within the time period, and consistent with any other conditions, designated by the faculty member for viewing recorded classes. This paragraph shall be subject to Academic Policy 4.05.

### **4.03 ENFORCEMENT**

Each instructor will inform their class of the method they will use to determine class attendance. Moreover, each instructor will advise the Vice Dean for Academic Affairs when a student has exceeded the permissible number of absences.

When a student has been withdrawn from a course because they have exceeded the permissible number of absences, a grade of F will be recorded on the student's transcript for that course. See Section 3.05. In extraordinary circumstances, a student may petition to receive a W instead of an F when the student has exceeded the permissible number of absences.

### **4.04 FAILURE TO ATTEND FIRST DAY OF CLASS**

Absent prior approval of the instructor, a student may be dropped from any course in which the student, for whatever reason, fails to attend the first day of class.

### **4.05 RECORDING OF CLASSES**

- A. A student may not record a class on their own using any type of device without the permission from the professor. Use of any such device is subject to the rule in Academic Policy 2.09 that a device may not be used where its use interferes with the ability of other students in the class to listen and concentrate.

This policy does not apply to class recordings that are approved in order to comply with accommodations made pursuant to state/federal law.

- B. All courses shall be recorded by the Educational Technology Department unless exempted from this policy by the Vice Dean for Academic Affairs. Faculty may at their discretion make the recordings available to students. If access is provided, watching the recording will not cure an absence. Except as provided in Academic Policy 4.01, or 4.05 (B) classes at California Western are not recorded by California Western in order to provide a record for viewing by students who could not attend the class. All students who are provided access to class recordings under this policy shall agree to any terms of access to such recordings, the violation of which shall be deemed an Honor Code violation.
- C. Except as provided in Academic Policy 4.01 and Academic Policy 4.02, listening to or viewing a recording of the class will not cure an absence.

## V. EXAMINATIONS

### 5.01 TRIMESTER EXAMINATIONS

Final written examinations are required in all courses at the completion of each trimester except those designated as EXP, PRAC, or SW classes, or where a substantial research paper is required. As a minimum, an equal number of hours of examination are required as units for each course.

### 5.02 EXAMINATION AS COURSE GRADE: PARTICIPATION

Generally, the final examination will determine the grade for a course, unless the instructor provides otherwise. Except for courses designated as EXP, PRAC, or SW classes, a professor may raise or lower the final course grade submitted by the professor by up to three points on the 95-50 scale for class participation and preparation. (This final course grade then shall be converted into a letter (A+ through F) grade by the Law School Registrar, as described in Academic Policy 6.02(A).) In EXP, PRAC, and SW courses, the instructor may base a substantial portion of the grade on class participation.

### 5.03 ANONYMOUS GRADING

Examination answers are identified by number rather than by name to insure anonymous grading. A student who has a concern about an exam, encounters an exam issue, or needs to reschedule an exam should contact [exams@cwsl.edu](mailto:exams@cwsl.edu) for assistance. Students **should not** contact the professor to maintain the anonymity of the exam process.

### 5.04 EXAMINATION SCHEDULE

Students are required to take final examinations at the regularly scheduled times.

The Vice Dean for Academic Affairs may reschedule examinations in the case of serious student illness, family death and similar emergency circumstances and as reasonable accommodation under the Americans with Disabilities Act. The Vice Dean for Academic Affairs may, upon student petition, reschedule examinations in other compelling personal circumstances. Documentation may be required to approve an exam reschedule. All non-emergency requests for final exam rescheduling or accommodations must be made thirty (30) days prior to the last day of classwork.

If a student has two examinations scheduled at the same hour, upon petition one of the examinations may be rescheduled to an available examination period on the same day. If a student has four or more examinations scheduled on two consecutive days, upon petition one examination may be rescheduled to the next available exam period.

Whenever possible, examinations will be rescheduled to a later rather than an earlier date. When an examination has been rescheduled, the professor in their sole discretion may give a different or changed examination. All students taking an examination at other than its regularly scheduled time will be required to sign an Honor Code statement certifying that they have obtained no information about the regularly scheduled examination.

## 5.05 FAILURE TO TAKE AN EXAMINATION

A student unable to take a graded assessment or final exam as scheduled due to illness or other emergency circumstances must contact the Vice Dean's Office prior to the start time of the assessment or exam to request an emergency reschedule. A student who fails to take a graded assessment or final examination as scheduled without prior notification to the Vice Dean for Academic Affairs will receive a grade of zero for that assessment or exam, which may result in a failing grade for the course.

## 5.06 GRADING BY INSTRUCTOR

- A. Except as indicated in subsection B, all examination questions, other than objective questions, such as true false and multiple choice, shall be graded by the instructor in the course for which the examination is given.
- B. Upon request of the instructor, the Vice Dean for Academic Affairs may approve the use of graders. The Vice Dean shall not approve a request for permission to use graders unless the instructor in the course provides satisfactory evidence that the following conditions are met:
  1. The course in which graders are to be used is not required.
  2. The examination or examinations for which graders are to be used shall not constitute more than 50% of the final grade in the course.
  3. The examination for which graders are to be used is given at a time when students will obtain feedback that will be directly relevant to their test performance in the course in which the examination is given, (i.e., in one trimester courses, graders may only be used if the exam for which they are used is given enough in advance of the final so that students will get it back graded before the final and the final graded by the instructor also contains one or more essay questions of the same type graded by the graders; in full year courses, graders may be used on the final examination for the first trimester as long as the same teacher will be teaching for the full year and the final examination in the second semester contains one or more essay questions of the same type graded by the graders).
  4. The instructor in the course will provide close supervision of the grading process including:
    - a. The preparation of written grading criteria;
    - b. Adequate meetings with graders to assure that they understand the grading criteria;
    - c. The development of a review process to assure proper application of the grading criteria.
  5. The instructor will conduct a debriefing of the examination with students which will include the distribution and explanation of the grading criteria.
  6. The instructor has made a specific decision on the nature of individual feedback (in addition to the grader's written comments) to be given and the opportunities to rewrite examinations graded by the grader. Although it is not required that the instructor provide either of these, proposals which include individual feedback and rewrites may be given priority over proposals which do not provide for these.

7. The plan to use graders is a cost-effective way to provide feedback to students on the skills tested by examination beyond the feedback they customarily receive on final examinations.

### **5.07 NO PUBLISHED EXAMINATION QUESTIONS**

For purposes of examination in graded courses, instructors shall not use questions taken from sources such as: (1) commercial study guides or outlines, (2) bar review publications, (3) published MBE questions, or (4) prior CWSL exam questions that have been released to students.

### **5.08 USE OF LAPTOP COMPUTERS FOR TAKING EXAMINATIONS**

A student must have a laptop to take exams. The laptop must be compatible with the designated exam software, approved by the law school. Students should check with [edtech@cwsl.edu](mailto:edtech@cwsl.edu) before purchasing a computer to use for school purposes to ensure it is compatible. Students must install the software on the computer prior to the deadline announced each trimester. The exam administration will send out additional information about the procedures to be followed by students prior to each exam cycle.

### **5.09 RETURN AND RETENTION OF EXAMINATIONS**

Examinations that are released by a professor will either be emailed to a student's CWSL email address or may be picked up in Faculty Support Services beginning with the Monday following the release of grades. For review only exams, Faculty Support Services will provide instructions on the process for reviewing exams. Students requesting exams must have proper identification. Exams will only be retained by the school for a period of six months following the release of grades.

## **VI. GRADING**

### **6.01 GRADES GENERALLY**

No credit can be given for a course for which there is no written examination and/or work for which a student can be adequately graded.

Once the grade for a course has been reported to the Registrar by an instructor, that grade may not be changed absent a mathematical error or other mistake which does not constitute a re-evaluation or change in a judgmental decision.

### **6.02 GRADING SYSTEM**

A. Faculty will submit to the Law School Registrar grades on a 95-50 numerical scale according to the following descriptive guidelines:

95-90	Excellent
89-85	Very Good
84-80	Good
79-74	Satisfactory
73-67	Substandard
66-55	Unsatisfactory
54-50	Fail



These grades then will be converted by the Registrar to a letter (A+ through F) based grading scale, as follows:

<u>Number Grade</u>	<u>Course Grade</u>
93-95	A+
90-92	A
87-89	A-
85-86	B+
80-84	B
77-79	B-
75-76	C+
74	C
69-73	C-
65-68	D+
60-64	D
55-59	D-
50-54	F

Student transcripts will reflect these letter (A+ through F) grades.

- B. Credit towards graduation is awarded for grades of D- to A+. No credit towards graduation will be awarded for grades of F, although those grades will be computed into the grade point average.
- C. Faculty shall distribute the grades within their individual courses according to the following faculty approved guidelines. These percentages are applied against the number of J.D. students in the class. J.D. students include those studying for a J.D. degree from California Western *and those visiting California Western and studying for a J.D. degree from another law school.* Grades for non-J.D. students need not conform to the allowable ranges. Once faculty submit grades according to these guidelines, the Law School Registrar shall convert the grades into letter (A+ through F) grades as described in Academic Policy 6.02(A).

I. First Trimester of first year.

<u>Grade</u>	<u>Allowable Range</u>
90-95	5-10%
85-89	5-15%
80-84	10-20%
74-79	30-70%

69-73 10-15%

50-68 5-10%

II. Second Trimester of first year.

Grade      Allowable Range

90-95 5-10%

85-89 5-15%

80-84 10-20%

74-79 30-70%

69-73 10-15%

50-68 0-5%

III. Upper Division Classes of more than 40.

Grade      Allowable Range

90-95 5-10%

85-89 10-20%

80-84 20-30%

74-79 30-60%

50-73 0-20%

IV. Upper Division Classes of 40 or fewer.

Grade      Allowable Range

90-95 5-20%

85-89 10-30%

80-84 20-40%

74-79 20-60%

50-73 0-20%

V. Legal Process, Legal Skills I and Legal Skills II (as first year course).

<u>Grade</u>	<u>Allowable Range</u>
90-95	5-10%
80-89	30-45%
74-79	30-40%
69-73	5-15%
50-68	0-5%

VI. Upper Division Classes of 15 or fewer and STEPPS.

More grades of A-(87-89) or below than A or A+ (90-95).

- D. For each graded class, a student will receive a letter grade (A+ through F) and a corresponding point total (PTS) for that class. The PTS number for a course is determined by multiplying the original grade submitted by the faculty on the 50-95 grading scale with the number of graded units for that course. (For example, a three unit course with a grade of 85 would receive 255 points.) The PTS totals will eventually be used to determine class rank and GPA. The GPA is determined by dividing the point totals (PTS) by the total number of units to determine the number grade equivalent on the 50-95 grade scale. This number is then converted to the corresponding grade point on the new grade scale.

<u>GPA</u>	<u>GPA</u>
<u>(50.00– 95.00 Scale)</u>	<u>(0.00 – 4.33 Scale)</u>
93.00-95.00	4.17-4.33
90.00-92.99	3.84-4.16
87.00-89.99	3.51-3.83
85.00-86.99	3.33-3.50
80.00-84.99	2.80-3.32
77.00-79.99	2.42-2.79
75.00-76.99	2.12-2.41
74.00-74.99	2.00-2.11
69.00-73.99	1.46-1.99
65.00-68.99	1.17-1.45
60.00-64.99	0.70-1.16
55.00-59.99	0.01-0.69
50.00-54.99	0.00

At the conclusion of any course, the Registrar shall designate the student with the highest numeric grade in that course under the framework provided in Academic Policy 6.02 with an Academic Excellence Award and shall note this designation on the student's transcript.

In the event that two or more students all receive the same, highest numeric grade in a course, all such students shall be designated as receiving the Academic Excellence Award.

### **6.03 PASS/FAIL COURSES AND CREDIT/NO CREDIT COURSES**

As a matter of policy, to encourage achieving the highest academic standards, all courses, including SW classes, shall be graded, except non-classroom courses (see Section I.02), Academic Achievement Workshop, and Independent Study.

In a pass/fail course, the quality of work must be at least a C to receive a pass. Performance quality of C- or below will be reported as a grade of F. A grade of F received in a pass/fail course will be used in computing the cumulative G.P.A.

### **6.04 INCOMPLETES**

A student who does not complete the requirements of a course in the trimester in which they are enrolled in that course may receive an incomplete (I), instead of a grade of F, only after receiving approval as provided in this section.

- A. 1. Requests for incompletes which propose completion of course requirements up to four weeks from the last day of examinations in the trimester in which the course was taken may be approved by the professor teaching the course for good cause.
2. Requests for incompletes which propose completion of course requirements after four weeks from the last day of examinations in the trimester in which the course was taken must be approved by the faculty member teaching the course and the Vice Dean for Academic Affairs and will be approved only in extraordinary circumstances.
- B. To obtain approval, a student must submit a request for an incomplete on the form prescribed for this purpose to the Vice Dean for Academic Affairs prior to the examination date, paper due date or other deadline for completing course requirements. The request must state the reason the incomplete is sought and specify a date by which the exam will be taken or the unfinished course work completed. The request and the proposed date for completion of course requirements must be approved by the faculty member teaching the course as shown by his or her signature on the request form.

Failure to complete course requirements on or before the date specified in the approval of such request will result automatically in an incomplete becoming a failure, regardless of the fact that a student may have otherwise successfully completed 90 units for graduation.

An exception to this policy is made for students in the J.D./M.S.W. or an LL.M. program, whose master's theses are expected to take more than one trimester to complete. The grade for these theses at the end of the first trimester shall not be an incomplete, but rather shall be an "IP" which means "in progress."

### **6.05 GRADUATION WITH HONORS**

The student whose overall grade point average is the highest in the class will be granted the degree of Juris Doctor summa cum laude. This designation may be employed for the top two students if their cumulative G.P.A.s are so close as to be indistinguishable.

Students who graduate with a cumulative grade point average of 3.56 or higher will be granted the degree of Juris Doctor magna cum laude.

Students who graduate with a cumulative grade point average of 3.33, but less than 3.56, will be granted the degree of Juris Doctor cum laude.

A student who has not completed all of their studies at California Western School of Law qualifies for the above honor designations except that of summa cum laude. In computing such a student's cumulative G.P.A., their grades at other schools shall be considered on a pass/fail basis.

## **6.06 DEAN'S HONOR LIST**

### **A. Full-time Students**

Any full-time first year student whose class standing G.P.A. at the end of the second trimester is at least 3.33 shall be recognized for that achievement by inclusion on a Dean's Honor List for full-time students.

Any upper class fulltime student who has taken 12 or more units in a trimester, who received a grade (or a designation of Honors in an Independent Study) for 10 or more units taken at California Western School of Law (excluding any SDSU courses), and whose session G.P.A. for that trimester is at least 3.33, shall be recognized for that achievement by inclusion on the Dean's Honor List for fulltime students.

The eligibility of a full-time student for the Dean's Honor List for any trimester in which that student received an incomplete shall be determined when a grade is reported for the course.

### **B. Part-time Students**

Any part-time first year student whose class standing G.P.A. at the end of the third trimester is at least 3.33 shall be recognized for that achievement by inclusion on a Dean's Honor List for part-time students.

Any upper class parttime student who has taken 8 or more units in a trimester, who received a grade (or a designation of Honors in an Independent Study) for 6 or more units taken at California Western School of Law (excluding any SDSU courses), and whose session G.P.A. for that trimester is at least 3.33, shall be recognized for that achievement by inclusion on the Dean's Honor List for parttime students.

## **6.07 CLASSIFICATION OF STUDENTS**

Students are classified at the beginning of the trimester on the basis of successfully completed credit units. A student who has successfully completed 57 credit units or more is classified as a third-year student. A student who has successfully completed less than 57 credit units, but who has completed 27 or more units, is classified as a second-year student. A student who has successfully completed less than 27 units is classified as a first-year student.

## **6.08 RANKING: FULL-TIME AND PART-TIME STUDENTS**

Students are ranked by class (determined as provided in Section 6.07) on the basis of their cumulative grade point average three times a year after the reporting of the grades for each trimester.

To determine class rank at each such time, those students who were enrolled during the immediately preceding trimester shall be re-ranked with all members of their class, and all students in that class who were not enrolled in the immediately preceding trimester shall retain their rank determined as of the last trimester in which they were enrolled.

The following describes how third-year students (i.e., students with 57 credit units or more at the end of the prior trimester) and graduating students will be ranked at the end of Fall, Spring, and Summer trimesters.

1. Fall

- A. All students with 57 credit hours or more at the end of the prior trimester are ranked together for a third-year class rank.
- B. Final graduating class ranks and honors for the Fall graduates are determined at the end of Spring trimester (see below).

2. Spring

- A. All students with 57 credit hours or more at the end of the prior trimester are ranked together for a third-year class rank. However, at the end of the Spring trimester, students who are graduating in Spring will receive a final graduating class rank rather than a third-year rank (see B. below).
- B. For purposes of final graduating class ranks and honors, the Spring graduates and prior Fall graduates are ranked together. Summer graduates and other third year students are not included in this ranking.

3. Summer

Summer graduates are given a final graduating class rank by ranking the Summer graduates with the prior Fall and Spring graduates. Summer honors are determined by the G.P.A. cutoffs previously established for the prior Fall and Spring graduates.

## **6.09 SAN DIEGO STATE UNIVERSITY STUDENTS**

S.D.S.U. graduate students who are not J.D. candidates shall be graded on an A-B-C scale with a grade lower than B considered to be an unsatisfactory grade.

## **VII. RETENTION AND PROBATION**

### **7.10 ACADEMIC EVALUATION**

**7.11** A student will not be continued in law school whose inability to do satisfactory work is sufficiently manifest that their continuation in school would inculcate false hopes, constitute economic exploitation, or deleteriously affect the education of other students.

**7.12** The academic progress of all students will be evaluated after each trimester, excluding the first trimester for a first year student.

**7.13** A student is considered to be in good standing if they have attained a cumulative grade point average of 2.00 or above at the conclusion of the first year. The academic standards required for first year students to continue into the upper division are set forth in Academic Policy 7.21. After the first year, a student is considered to be in good standing if they maintain a cumulative grade point average of 2.00 or above. A student is not considered in good standing if they are on probation, suspension, or has been disqualified from the Law School. In addition, students who have been deemed "ineligible to continue," who have been administratively withdrawn, or who have been denied readmission are not in good standing.

## 7.20 FIRST YEAR STANDING

- 7.21** A. Upon the completion of the second trimester or 27 units, whichever occurs later, the following standard shall apply to full-time students. In order to continue into the upper division, a student must achieve a cumulative grade point average of at least 2.00. Students not continued into the upper division shall be dismissed for failing to make satisfactory academic progress. Students continued into the upper division must meet the upper class standing standard in Section 7.30.
- B. Upon completion of the third trimester, the following standard shall apply to part-time students. In order to continue into the fourth trimester, students must satisfy the following grade requirements: a cumulative grade point average of at least 2.00.

**7.22** Students not continued into the upper division who have five (5) or more course grades below C have no right to be readmitted. Subject to Academic Policy 9.01(G), students not continued into the upper division who have fewer than five (5) course grades below C have the right to reapply as first-year entering students with the first entering class starting more than two years from the date of dismissal. Those who have the right to be reapply as first-year entering students must exercise that right no later than 3 years from the date of their eligibility to return. Students readmitted under this rule must repeat all first-year classes regardless of any original grades obtained. Students readmitted under this rule whose cumulative grade point average is below 2.00 in any trimester of the repeated first year shall be dismissed for failing to make satisfactory academic progress. No student shall be allowed to repeat the first year more than once. (This policy shall apply to students who are dismissed pursuant to this Academic Policy 7.22 on or after August 1, 2020. Students who have been dismissed under Academic Policy 7.22 prior to August 1, 2020, shall retain a right to readmission as set forth under the previous version of this policy.)

**7.23** Transcripts of students who have been academically disqualified and subsequently readmitted shall reflect the student's original courses and grades, original date of matriculation, the fact and date of academic disqualification, and the fact and date of readmission.

**7.24** The provisions of sections 7.21, 7.22 and 7.23 may not be appealed to nor waived by the faculty or the administration.

[Effective date August 1, 2001]

## 7.30 UPPERCLASS STANDING

Upon completion of the first trimester after matriculation into the upper division and every trimester thereafter, the following standard shall apply.

**7.31** An upper division student with a C.G.P.A. of below 2.00, who has never been on probation in a prior term shall remain in school for one trimester on probation. The terms of that probation shall be specified by the Academic Affairs Committee after affording the student an opportunity to present relevant considerations. If after one trimester on probation, the student does not obtain a C.G.P.A. of 2.00 or better, the student will be dismissed from school without the right of review or appeal to the Faculty or Deans.

**7.32** An upper division student with a C.G.P.A. of below 2.00 who was on probation in any previous trimester, shall be dismissed from the law school with no right to review or appeal to the Faculty or Deans.

**7.33** A. A student who has a trimester average of less than 2.00 (but with a cumulative average of 2.00 or better) in any trimester following their first year of law school, shall receive a warning notice. The warning notice may contain recommendations regarding the student's academic and other activities during the following trimester.

B. An upper division student who has a trimester average of less than 2.00 in any two trimesters following their first year of law school shall be dismissed from the law school. The student may

petition the Academic Affairs Committee for permission to remain in school. Noncompliance with the recommendations of the warning notice shall be considered when reviewing the petition.

- C. A student must have a trimester grade point average of 2.00 or better in the student's final trimester. Students who fail to satisfy this requirement may petition the Academic Affairs Committee for waiver. Waiver may be granted when failure to obtain the required academic standing was an aberration caused by such extraordinary circumstances as, for example, a disabling illness. Absent a waiver, the student will not be permitted to graduate until completing the requirements imposed by the Academic Affairs Committee.

#### **7.40 RETENTION DECISIONS**

**7.41** Retention decisions shall be made shortly after grades are available at the conclusion of each trimester, but not later than 75 days from the last day of the examination period.

**7.42** A record shall be maintained of each retention decision.

#### **7.50 RE-ADMISSION AFTER DISMISSAL FOR ACADEMIC DEFICIENCY**

**7.51** Any upper class student dismissed pursuant to the above standards for academic progress may apply to the Academic Affairs Committee for admission after one calendar year from the date of dismissal. That Committee, if it grants readmission, shall determine the standing of such a student and specify the necessary requirements for graduation under the then existing graduation requirements.

**7.52** Re-admission may be granted upon an affirmative showing that the person possesses the requisite ability to graduate from the law school and that the prior academic dismissal does not indicate a lack of capacity to complete the program necessary for graduation. (ABA Standard 505.)

**7.53** Transcripts of students who have been academically disqualified and subsequently readmitted shall reflect the student's original courses and grades, original date of matriculation, the fact and date of academic disqualification, and the fact and date of readmission.

#### **7.60 FAILURE TO COMPLETE DEGREE REQUIREMENTS OR TO GRADUATE WITHIN FIVE YEARS OF MATRICULATION**

**7.61** Any student who fails to complete satisfactorily all degree requirements or to graduate within five years (60 months) of their matriculation shall be dismissed unless before the five-year anniversary, the student has applied for and been granted by the Vice Dean for Academic Affairs an extension of time to complete degree requirements (See Section 1.01.)

**7.62** Any student dismissed for failure to complete satisfactorily all degree requirements or to graduate within the requisite time as set forth in Section 7.61, but who otherwise is in good standing, may apply to the Admissions Committee for readmission. The Admissions Committee, if it grants readmission, shall determine the standing of such students and specify the necessary requirements for graduation under the current graduation requirements.



## VIII. STUDENT EMPLOYMENT

### 8.01 EMPLOYMENT LIMIT

It is urged in the strongest of terms that full-time first year students not be employed during their first year of law school. In no event shall full-time first year students engage in employment activities in excess of 5 hours per week.

Full-time upper division students may not engage in employment activities in excess of 20 hours per week.

### 8.02 WORK STUDY

All students participating in the law school's student work programs must apply through the Financial Aid Office and complete federal work study application forms.

## IX. WITHDRAWALS AND VISITS

### 9.01 GENERALLY

- A. A leave of absence may be granted by the Vice Dean for Academic Affairs in case of serious illness or other compelling circumstances. Leave of Absences in the last month of the term will only be approved in extraordinary circumstances. No student will be approved for a leave of absence once they have sat for an exam. Approval to take a leave of absence does not waive the requirements of Sections 1.01(8) and 7.60. See 9.01(F). Approvals for more than 1 term will only be approved in extraordinary circumstances.
- B. A second- or third-year student desiring to voluntarily withdraw with a right of return may do so by filing a written notice with the Registrar when approved by the Vice Dean for Academic Affairs. Such a withdrawal will not prejudice the student's right to return provided the student returns within one calendar year. Re-enrollment in the school will, however, be subject to the regulations and rules in effect at the time of re-entry. See 9.01(F).
- C. First year students may voluntarily withdraw under the following conditions:
  - 1. Subject to Academic Policy 9.01(G), first year full-time students and first year part-time students who voluntarily withdraw prior to the final examination period of their first trimester have the right to be readmitted as first year entering students. First year part-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is 2.00 or above also have the right to be readmitted as first year entering students. This right to be readmitted as a first year entering student must be exercised no later than 4 years from the date of the student's withdrawal. Students readmitted under this rule must repeat all first-year classes regardless of any original grades obtained. Students readmitted under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students matriculating prior to Fall 2017, are subject to the rule in place at the time of matriculation.
  - 2. Subject to Academic Policy 9.01(G), first year full-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is 2.00 or above, or first-year part-time students who voluntarily withdraw prior to the final examination period of their third trimester and whose cumulative grade point average is 2.00 or above, have the right to return as first year full-time second trimester students or as first-year part-time third trimester students within one year from the date of withdrawal. Students readmitted

under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students who do not return within one year from the date of withdrawal may apply to the Academic Affairs Committee for readmission. If the Committee grants readmission, it shall determine the standing of such a student and specify the necessary requirements for graduation.

3. Subject to Academic Policy 9.01(G), first year full-time students who voluntarily withdraw prior to the final examination period of their second trimester and whose cumulative grade point average is below 2.00 and first year part-time students who voluntarily withdraw prior to the final examination period of their second or third trimester and whose cumulative grade point average is below 2.00 may have the right to be readmitted as first year entering students with the first entering class starting more than 10 months from the date of withdrawal. This right to be readmitted is subject to the student's submission of a petition to the Vice Dean for Academic Affairs (or their designate) explaining how the student's situation has changed or otherwise improved since their voluntarily withdrawal and is subject to the approval of such petition. This right to be readmitted as a first year entering student must be exercised no later than 4 years from the date of the student's eligibility to return. The provision requiring a waiting period of 10 months from the date of withdrawal before readmission may not be waived by the faculty or the administration. Students readmitted under this rule must repeat all first-year classes regardless of any original grades obtained. Students readmitted under this rule whose cumulative grade point average is below 2.00 in any trimester of the repeated first year shall be dismissed for failing to make satisfactory academic progress. Students readmitted under this rule do not have an automatic right of readmission under Academic Policy 7.22. No student shall be allowed to withdraw and repeat any part of the first year more than once. See Section 9.01(F) for transcript content. Students matriculating prior to Fall 2023, are subject to the rule in place at the time of matriculation.
- D. Except as set forth elsewhere in these Academic Policies, all students who voluntarily withdraw and subsequently return must meet all requirements of the class with which they graduate.
  - E. The Academic Policies concerning student withdrawals and visits do not waive the requirements of Sections 1.01(8) and 7.60.
  - F. After the first ten days of scheduled classes for the trimester, courses in which a student was enrolled at the time of voluntary withdrawal or granting of a leave of absence will appear on a student's transcript with a designation of "W" (withdrew).
  - G. A student may be denied readmission to the Law School if the Vice Dean for Academic Affairs determines that, during the period after the student's withdrawal, the student has engaged in behavior or actions that would have precluded admission to the Law School or that interfere with or reasonably could be expected to interfere with, the educational process or the orderly operation of the Law School. This policy applies notwithstanding any Academic Policy that addresses readmission. A student may appeal such a denial of readmission to the Admissions Committee within 10 business days from the date the student receives notice of such denial of readmission. The Admissions Committee shall promptly issue a written decision with respect to any student appeal within a reasonable time. Any decision to deny a student readmission to the Law School shall remain in effect during the Admissions Committee's review of a student's appeal.

## **9.02 FAILURE TO REGISTER AFTER ATTENDANCE**

A student in good standing who does not register for the next regular trimester, which constitutes a withdrawal, may return and register anytime within one year of their last attendance if they give written

notice to the Vice Dean's Office of their intention to re-register at least three months prior to that registration date.

After the expiration of one year since last attendance, a student must apply for readmission with the Admissions Committee.

A student who is not in good standing and fails to register for the next regular trimester, which constitutes a withdrawal, must apply for readmission with the Admissions Committee before any subsequent registration would be allowed.

Summer terms are not considered for purposes of this section.

### **9.03 LEAVE TO VISIT ANOTHER LAW SCHOOL**

A student is admitted to California Western Law School with the expectation that they will be in attendance for six trimesters.

A student who desires to graduate from California Western School of Law using credit earned at another law school must petition the Vice Dean for Academic Affairs in advance for permission to visit. Such permission will be granted only to visit another American Bar Association (ABA) accredited law school. In the case of petitions to attend a foreign study or overseas program of an ABA accredited school, the case of petitions to attend a foreign study or overseas program of an ABA accredited school, the foreign study or overseas program must also be ABA approved.

Permission to attend another law school may be granted upon a showing of need or pursuant to an established program of California Western. The petitioning student must have a cumulative G.P.A. of 2.72 or better. The maximum units a student is allowed to transfer from other law schools under this provision is 8 units.

Permission to attend another law school for more than 8 units may be granted only in extraordinary circumstances, or pursuant to an established program of California Western. The Vice Dean for Academic Affairs has established the following criteria for the purpose of considering petitions to visit and transfer a total of more than 8 units from other law schools:

1. The petitioning student must have a cumulative G.P.A. of 2.72 or better.
2. Attendance at another law school must be pursuant to an established program of California Western or there must be extraordinary circumstances for granting the petition. (Financial need and work opportunities are not considered "extraordinary circumstances" for purposes of this rule.)
3. A student's final trimester must be in residence at California Western (See Section 1.01(3).)

Any student who is receiving their degree from California Western must meet the academic requirements of California Western.

See Sections 2.02 and 3.01 for requirements and limitations for courses taken at other schools.

### **9.04 INVOLUNTARY WITHDRAWAL OF STUDENT FROM THE LAW SCHOOL**

A student may be involuntarily withdrawn from the Law School if the Vice Dean for Academic Affairs deems that the student has engaged in behavior or actions that interfere with, or is reasonably expected to interfere with, the educational process or the orderly operation of the Law School. This includes, but is not limited to, situations where a student is deemed to pose a threat to the safety and/or security of any member of the Law School community. Such decision shall be made by the Vice Dean, on their own, or upon recommendation by the faculty. The Law School may take other administrative action against the student, including probation, suspension, removal from classes, or exclusion from law school activities. A student may appeal any decision

of involuntary removal to the Professional Responsibility Committee within 10 business days from the date the student receives notice of such removal. The Professional Responsibility Committee promptly shall issue a written decision with respect to any student appeal within a reasonable time. Any decision to involuntarily withdraw a student from the Law School shall remain in effect during the Professional Responsibility Committee's review of a student's appeal. Nothing in this policy shall supersede the provisions of the Code of Student Professional Conduct or the Sexual Harassment Policy.

## **X. STUDENT RECORDS**

### **10.01 CUSTODIAN OF RECORDS**

The Registrar, or in their absence, the Acting Registrar, is the custodian of student records. Access to student records is governed by the School's Family Education Rights and Privacy (FERPA) Policy.

### **10.02 STUDENT ACCESS TO RECORDS**

A student may see their records upon making a written request to do so to the school's custodian of student records. This request will be governed by the School's FERPA Policy.

### **10.03 RELEASE OF RECORDS**

Under FERPA, some information may be released without permission of a student, unless the student informs the Registrar in writing not to release such information. Please see Registrar's information at [https://www.cwsl.edu/current\\_students/registrar/other\\_information/ferpa\\_information.html](https://www.cwsl.edu/current_students/registrar/other_information/ferpa_information.html).

# APPENDIX A

## Plagiarism

California Western School of Law

Student Acknowledgment

(Prof. Matthew A. Ritter, M.Div., J.D., Ph.D.)

(As updated in 2018 by Prof. Roberta Thyfault, J.D.)

You must not plagiarize. Because legal writing requires such extensive reliance on authority, however, it uniquely lends itself to plagiarism--both overt and covert. You must commit neither form of plagiarism. California Western School of Law expressly prohibits it and may impose sanctions for student plagiarism.<sup>[1]</sup> The American Bar Association proscribes as professional misconduct any activity involving misrepresentation.<sup>[2]</sup> The Ethics Committee of the State Bar Association will ask you to account for any charges of plagiarism leveled against you. Should you publish plagiarized work, you will be subject to statutory penalties for copyright infringement.<sup>[3]</sup> Most importantly, plagiarism undermines both your academic integrity and personal credibility. It further serves to cast suspicion on your own understanding of what you write. If you cannot properly appropriate and correctly reference the authority for what you say, you have likely not understood what you are talking about.<sup>[4]</sup> Conversely, properly acknowledging the authority for your ideas places your writing within a wider historical-legal context and therefore permits the reader a fuller appreciation for the depth of your research and the compass of your work.<sup>[5]</sup>

Meaning originally "to kidnap," plagiarism is the act of taking the work of another and passing it off as one's own.<sup>[6]</sup> This may occur with or without intent.<sup>[7]</sup> Proper acknowledgment requires conformity to these conventions:<sup>[8]</sup> 1) Cite borrowed language, facts, or ideas--whether quoted or paraphrased; 2) Use quotation marks for lengthy phrases or distinctive phraseology;<sup>[9]</sup> 3) Follow Bluebook format for when to use quotation marks or block quotes;<sup>[10]</sup> 4) If the authority you have researched cites to another authority for the point you wish to make, either research the other source yourself or cite to it through citation of the source you have researched.<sup>[11]</sup>

<sup>[1]</sup>California Western School of Law, Statement of Academic Policies ' 2.08 (All written work submitted in any course or independent study shall be the student's own original work product."); Honor Code, art. II (proscription against Amisrepresentation.").

<sup>[2]</sup>ABA Model Rules of Professional Conduct, Rule 8.4(c). See also ABA Model Code--DR 1-102(A)(4).

<sup>[3]</sup>See 17 U.S.C. § 501.

<sup>[4]</sup>See Sandy Olken, *Verbatim: Where does analysis end and plagiarism begin? A guide for careful writers*, STUDENT LAW. MAG. 48, 48-49 (1991).

<sup>[5]</sup>See ELIZABETH FAJANS & MARY R. FALK, SCHOLARLY WRITING FOR LAW STUDENTS 127 (5th ed. 2017).

<sup>[6]</sup>*Plagiarism*, BLACK'S LAW DICTIONARY (9th ed. 2009).

<sup>[7]</sup>Although lack of intent is often a mitigating factor in determining sanctions, many regard the negligent or reckless appropriation of another's work as plagiarism, even when it is the inadvertent product of careless research and note-taking." FAJANS & FALK, *supra* note 5, at 127-28 (citing Terri Le Clereq, *Intent to Deceive*, 8 THE SECOND DRAFT 3 (1993)).

<sup>[8]</sup>*Cf. id.* at 128-29 (a more exacting and less discretionary delineation of these same citation conventions).

<sup>[9]</sup>See *id.* at 129 (employs the five-word rule of thumb: borrowing five or more consecutive words requires use of quotation marks).

<sup>[10]</sup>THE BLUEBOOK: A UNIFORM SYSTEM OF CITATION R. 5 (Columbia Law Review Ass'n et al. eds., 20th ed. 2015).

<sup>[11]</sup>E.g., *supra* note 7.

Legal writing is subject to two kinds of plagiarism: overt and covert.<sup>[12]</sup> Overt plagiarism is usurpation of another's work without any acknowledgment at all. It is the most blatant form of plagiarism, and may occur two ways: the unattributed quotation and the unattributed paraphrase.<sup>[13]</sup> The first involves quoting another's work without citing the source of the quotation; the second involves paraphrasing another's work without citing the source of the ideas.<sup>[14]</sup>

Covert plagiarism is usurpation of another's work through misleading acknowledgment. It is a more subtle form of plagiarism, and occurs in numerous ways. Perhaps the most common form of covert plagiarism is the cited use of another's work, but which use so closely resembles the language and phraseology of the work cited that it effectively amounts to quotation. Substituting some slightly different verbiage, varying the grammatical structure in some insignificant way, or interspersing a few transition words does not constitute a paraphrase. Properly to paraphrase means to appropriate the ideas expressed in another's work and re-articulate them in your own words.<sup>[15]</sup> If you cannot write your own words, quote.<sup>[16]</sup>

A second common form of covert plagiarism is research plagiarism. When you cite to a source, you indicate that you have researched that source. Research plagiarism involves citing to a source you have not researched yourself, but which you have found through another intermediary source. In order properly to cite to the original source, you must cite to the intermediary source as citing to the original source. You have otherwise plagiarized the research of the intermediary source.<sup>[17]</sup>

A third common form of covert plagiarism involves placing the footnote indicators in such a way as to mislead the reader regarding what you have actually borrowed. Quoting a select phrase in the midst of a larger paraphrase, for example, but citing in such a way as to suggest that you have only appropriated the quoted portion, amounts to covert plagiarism of the paraphrase.<sup>[18]</sup>

Avoid plagiarism of any sort. If you are found to have plagiarized, the repercussions are especially drastic for law students. You will face not only academic sanctions, but professional sanctions as well. Your law degree, career, and personal integrity are certainly worth the effort to do your own work and exhibit proper regard for the work of others.

**I have read and understood the above proscription against plagiarism, and hereby affirm that no portion of my submission is plagiarized.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>[12]</sup>See FAJANS & FALK, *supra* note 5, at 130-31.

<sup>[13]</sup>Olken, *supra* note 4, at 48-49.

<sup>[14]</sup>*Id.*

<sup>[15]</sup>Although there exist no clear linguistic means to distinguish a proper from an improper paraphrase, employ the "comfort rule": if you would feel uncomfortable with the reader having the language of the cited source next to your paraphrased version, you should re-write your paraphrase.

<sup>[16]</sup>This covert form of plagiarism is often exacerbated by a lack of confidence in one's writing ability. But if you can think the idea expressed, you can re-express it in your own way.

<sup>[17]</sup>See FAJANS & FALK, *supra* note 5, at 131-32. See *supra* note 7: citing directly to Le Clereq would be improper absent having researched that work. Le Clereq must be therefore cited through citation of Fajans & Falk.

<sup>[18]</sup>*Id.*

## **D. GENERAL POLICIES**

### **I. COPYRIGHT PENALTIES**

Pursuant to the Higher Education Opportunity Act (“HEOA”), California Western School of Law (“CWSL”) must provide an annual disclosure on its policy related to the use of copyrighted materials and the steps CWSL takes to enforce its policies. Every year, a copy of this notice is sent to students and employees. Additional information can be found on the HEOA webpage at

[https://www.cwsl.edu/about/required\\_disclosures/higher\\_education\\_act/index.html](https://www.cwsl.edu/about/required_disclosures/higher_education_act/index.html) under Copyright Infringement. Students are also subject to our Copyright and File Sharing rules and sanctions, which can be accessed here [https://www.cwsl.edu/-/media/files/aba-509/material\\_filesharecompliance.ashx?la=en](https://www.cwsl.edu/-/media/files/aba-509/material_filesharecompliance.ashx?la=en).

In order for students to keep their CWSL student network account and privileges active, they must sign an acceptable use policy (AUP) that will be emailed to them upon account activation. The text of the AUP is located on the CWSL Student Computing website:

<https://forms.office.com/Pages/ResponsePage.aspx?id=ZRoUL2XQVUuY65ePvrUrmU7nWnD3MZNIqXRHIHYEXLFURTMzMTdTNUc4UzVWSEpSTzFCT1VDWVVSRI4u> Paragraph VI of the AUP sets forth the campus policy and procedures relating to the Digital Millennium Copyright Act.

**This information is not intended to be a comprehensive treatment of the copyright laws; it is intended to provide basic information to help with understanding the differences between legal and illegal file sharing.**

#### **SUMMARY OF CIVIL AND CRIMINAL PENALTIES FOR VIOLATION OF FEDERAL COPYRIGHT LAWS:**

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504-505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

You have many alternatives to illegal file sharing and downloading in order to avoid civil, criminal, and policy entanglements. One of the best sources for a list of legally downloadable online content is

<http://www.educause.edu/legalcontent>.

If you have any questions about the annual disclosure, the AUP, or CWSL policies relating to the same, please contact Barbara Glennan, Associate Director for Educational Technology & Strategic Initiatives at [bglennan@cwsl.edu](mailto:bglennan@cwsl.edu), or Daniel Starnes, Student Network Systems Manager [dstarnes@cwsl.edu](mailto:dstarnes@cwsl.edu).

## II. STUDENT COMPUTER NETWORK RULES AND APPROPRIATE USE POLICY

### CALIFORNIA WESTERN SCHOOL OF LAW Student Network (“CWSLSN”)

1. The 290 Collaborative Space may be reserved by faculty or library staff at any time for training purposes. Every effort will be made to notify students in advance of these training sessions.

#### APPROPRIATE USE OF NETWORK & COMPUTERS:

**Note:** the term 'network' used in this document includes all CWSL wired and wireless networks.

1. **Introduction:** The purpose of this document is to provide guidelines for the responsible use of computing, and for maintaining the integrity of the cable and wireless networking systems at CWSL. Student use of CWSL computer and network resources is governed by this policy, the CWSL Student Honor Code, and applicable state and federal laws.

2. **Access:** The computer resources and facilities are solely for the use of CWSL registered students, faculty, staff, and approved guest accounts.

3. **Confidentiality & Ownership:** We will attempt to ensure the security of information residing on CWSL computing systems. Computing systems encompass all computer related equipment including but not limited to hardware, software, cabling, phone lines, data and communication devices that are CWSL property or under its control. The information residing on CWSL computing systems is considered proprietary in nature and is there to be viewed, accessed and disseminated only by or to authorized persons. Information residing on all CWSL computer systems is CWSL property. CWSL does not guarantee the privacy of data or use and reserves the right to monitor files, e-mail, and any usage of computer resources.

4. **Violations:** Violation of this policy, or applicable state and/or federal laws, may result in a permanent loss of computing privileges, referral to the proper authority on campus, administrative action, probation, suspension, expulsion, an obligation to make financial restitution, a fine and/or imprisonment. Violations of any computer system, computer laws and policies, and/or breach in security of any computer equipment should be reported as follows:

**\*\* Within the Library:** Report violations to the Library’s Associate Director for Public Services & Educational Technology, who will notify the Library Director and the Executive Director of Enterprise Systems when appropriate. The Executive Director of Enterprise Systems or the Library Director will notify the Vice Dean and/or Dean of Students, who will notify the Honor Code Violations Committee when a student is involved, or the Dean, when a non-student is involved.

**\*\* Outside the Library:** Report violations to the Director of IT, who will then follow the appropriate procedures stated in the previous paragraph.



The user community is expected to cooperate with CWSL in its operation of computer systems and networks as well as in the investigation of misuse or abuse. Should the security of a computer system be threatened, user files may be examined under the direction of the appropriate Law School officials.

**5. It is a violation of CWSL appropriate use policy for an individual to do any of the following:**

- a. Create an unauthorized "Rogue" network connected to any CWSL network or computer.
- b. Use any of the microcomputers, workstations or networks for other than CWSL-related course work, research project or departmental activity. Computers, workstations or networks must not be used for individual personal financial gain unless in support of CWSL research or department projects or as permitted by CWSL policies.
- c. Use a network account that was not assigned to you by CWSL as a single or multiple-access user.
- d. Provide a password that was assigned to you by CWSL as a single or multiple-access user to another individual.
- e. Attempt to disguise the identity of the account or machine you are using.
- f. Attempt to circumvent data protection schemes or uncover security loopholes.
- g. Deliberately perform an act which will seriously impact the operation of computers, terminals, peripherals or networks, including but not limited to theft of equipment, tampering with the components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer.
- h. Run or install on any of the computer systems, or give to another, a program which could result in eventual damage to a file or computer system and/or the reproduction of itself. This is directed toward but not limited to the classes of programs known as Malicious Software.
- i. Attempt to modify in any way hardware or software which CWSL supplies for any type of use at its sites. It is also a violation to load personal software onto the computer system without the express written permission of the Executive Director of Enterprise Systems or the Library's Associate Director for Educational Technology and Strategic Initiatives.
- j. Deliberately perform acts which waste computing resources. These acts include but are not limited to sending mass mailing or chain letters, obtaining unnecessary output, creating unnecessary multiple jobs or processes, or creating unnecessary network traffic.
- k. Harass others by sending annoying, threatening, libelous, or sexually, racially or religiously offensive messages.
- l. Attempt to monitor another user's communications, or read, copy, change or delete another user's files or software, including e-mail and voice mail, without the owner's permission.
- m. Intercept or interfere with the printing or downloading of the data of another user.
- n. Fail to abide by the terms of all software licensing agreements and copyright laws.

o. Place the following information or software on any CWSL-owned system on or off campus:

1. That which infringes upon the rights of another person.
2. That which is abusive, profane or sexually offensive to the average person.
3. That which consists of information which may injure someone else and/or lead to a lawsuit or criminal charges. Examples of these are pirated software, destructive software, obscene materials or libelous statements.
4. That which consists of any advertisement for commercial enterprises.

In addition, CWSL reserves the right to monitor all network bandwidth and/or prohibit any traffic that interferes with legitimate use of network resources. CWSL will manage the voice, data and video bandwidth. Prohibited activities include but are not limited to use of a computer or any device to monopolize network bandwidth and interfering with access to Internet based resources. The unauthorized sharing of any material not authored or created by the sender over the network is prohibited. This includes but is not limited to copyrighted materials, classroom lectures or other intellectual property. For example: movies, music or audio or video recordings of classroom lectures.

## **6. Digital Millennium Copyright Act**

The Digital Millennium Copyright Act provides certain liability protections for online service providers, including CWSL, when their computer systems or networks carry materials that violate (infringe) copyright law. To qualify for liability protection, our law school is required to have a policy under which the computer accounts of users will be terminated if they repeatedly infringe on the copyrighted works of others.

### **Policy Statement:**

Students, faculty and staff at CWSL are expected to comply with federal copyright law. Most creative and intellectual work has copyright protection even if it does not explicitly indicate it is copyrighted. Most often copyright is held by the author, but this may not necessarily be the case. Text (including email and web information), graphics, art, photographs, music, and software are examples of types of work protected by copyright.

*\*\* Copying, saving, distributing, sharing, downloading, and uploading a copyrighted work on the Internet, even if innocent or unintentional, may infringe the copyright for that work. Whenever CWSL becomes aware of probable violations of copyright law, the school will investigate and take timely action to stop such infringement. In the case of repeat infractions by a single network user, such action may include terminating the user's computer account and other access privileges.*

*\*\* CWSL personnel will periodically scan user's network storage space for possible illegal copies of copyrighted files and require user to delete these files or show proof of valid license. Students who continually store illegal copies of copyrighted files on CWSL network storage space may lose network privileges. Note: This does not apply to student data NOT stored on the CWSL network.*

**7. Use of the network during classroom teaching is subject to any additional restrictions imposed by the instructor.**

### **III. Notification of Privacy Rights and Access to Records under FERPA**

#### **I. STUDENT RIGHTS UNDER FERPA**

A. The Family Education Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. Education records are defined as records that are directly related to a student who enrolls at California Western School of Law (CWSL) and are maintained by CWSL or a party acting for the institution. Enrollment begins the date the student matriculates at CWSL. These rights include:

- 1) The right to inspect and review the student's education records within 45 days after CWSL receives a request for access.

A student must submit to the Registrar a written request that identifies the record(s) the student wishes to inspect. The Registrar will make access arrangements and notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, s/he shall advise the student of the correct official to whom the request should be addressed.

- 2) The right to request the amendment of the student's education records that the student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

A student who wants CWSL to amend a record should write the CWSL official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed. If CWSL decides not to amend the record as requested, CWSL will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when s/he is notified of the right to a hearing.

- 3) The right to provide written consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent, including as set forth in part B, below. The right to file a complaint with the U.S. Department of Education concerning alleged failures by CWSL to comply with FERPA requirements. The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5920**

B. CWSL is authorized to disclose education records *without* a student's prior written consent to school officials with legitimate education interests. A school official is any person working for CWSL in an administrative, supervisory, teaching, academic, research, or support staff position, including, but not limited to, law enforcement unit personnel and health staff, whether employed by CWSL or hired as independent contractors; a person or company with whom CWSL has contracted as its agent including, but not limited to, attorneys, auditors, collection agents, consultants, and persons serving on the Board of Trustees; a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks; or a person employed by CWSL or who volunteers for CWSL who assists an employee or student serving on an official committee or in an official capacity.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for CWSL, including, but not limited to, performing appropriate tasks that are specified in his/her job description or by a contract agreement, serving on any disciplinary or grievance committee, performing a task related to a student's education, and/or providing a service or benefit relating to the student or student's family (such as health care, counseling, job placement or financial aid).

In addition to other exceptions recognized under FERPA, CWSL may disclose education records without a student's prior written consent in response to a court order or lawfully issued subpoena and can provide access to such records to federal educational and auditing officers and accrediting organizations. Upon request, CWSL may disclose education records without consent to officials of another school in which a student seeks or intends to enroll. CWSL may also disclose personally identifiable information in connection with health or safety emergencies to appropriate parties.

With the exception of subpoenas, which are reviewed by the General Counsel, the Vice Dean for Academic and Student Affairs (or a designee) is responsible for determining the legitimacy of each request for information.

## **DIRECTORY INFORMATION**

CWSL may release a student's directory information without written consent provided that the student (or former student) has not specifically asked CWSL to refrain from releasing such information. The primary purpose of directory information is to allow CWSL to include this type of information to certain school publications, such as the honor roll, other recognition lists, and graduation programs. Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without prior written consent. **If a student wishes to restrict the release of any or all directory information, a signed request must be filed with the Registrar's Office.** While a student may file a request with the Registrar at any time, no directory information will be released during the first fourteen calendar days of the Fall trimester to allow students time to file requests.

Unless a student restricts the release of this information, CWSL considers the following to be directory information: student name, address, law school email address, telephone listing, photograph(s), date and place of birth, dates of attendance, class year and current enrollment status, academic honors, participation in officially recognized activities, previous institutions attended, and degrees and awards received.

Updated May 2015

## **IV. POLICY AND PROCEDURE FOR THE PROVISION OF SERVICES TO STUDENTS WITH DISABILITIES**

**Updated August 2023**

### **SUMMARY**

This is a summary of the Policy and Procedures for the Provision of Services to Students with Disabilities. Please read the entire policy for complete information.

- I. Students must make any request for disability accommodations in writing and submit the request to the Assistant Dean for Student Affairs.
- II. Requests for accommodation should be made as soon as the need for accommodation is known to allow sufficient time for review, approval, and implementation of any appropriate accommodation.
- III. All non-emergency requests for final exam accommodations or rescheduling due to a disability should be made at least thirty (30) calendar days prior to the last day of class. Requests must be made in writing, include appropriate documentation from a qualified healthcare professional, and be submitted to the Assistant Dean for Student Affairs.
- IV. Accommodation requests must be accompanied by current documentation from a qualified healthcare professional who has made an individualized assessment of the student.
- V. Accommodations may only be made on a prospective basis. No retroactive applications are permitted.
- VI. Receipt of prior accommodations in another educational or employment setting does not ensure that an individual will receive the same, or any, accommodations in law school.
- VII. The Assistant Dean for Student Affairs shall make the initial determination as to appropriate accommodation(s) in response to a student request and shall provide the student with timely written notice of the decision. If a student is dissatisfied with the initial decision, the student may use the dispute resolution procedure outlined and explained in the full policy which follows.
- VIII. Each student receiving accommodations is responsible for meeting periodically with the Assistant Dean for Student Affairs to evaluate the effectiveness of the accommodation.

#### **Contact Information and For Questions Regarding This Policy:**

Assistant Dean for Student Affairs  
350 Cedar Street, 1<sup>st</sup> Floor  
San Diego, CA 92101  
(619) 515-1575  
[studentservices@cwsl.edu](mailto:studentservices@cwsl.edu)

Dean of Students  
225 Cedar Street, 2nd Floor  
San Diego, CA 92101  
(619) 515-11588  
lferreira@cwsl.edu

## **For Section 504 Grievance Questions or Complaints or Dispute Resolution Procedure Questions:**

CWSL General Counsel  
Mike Sullivan, Esq.  
Mike.sullivan@quarles.com

### **I. INTRODUCTION**

It is California Western School of Law's (the School) policy to provide reasonable accommodation in compliance with all applicable laws to enrolled students with qualified disabilities who request modification, accommodation, or auxiliary aides or service.<sup>19</sup> Furthermore, the School is committed to providing overall educational program accessibility for qualified persons with disabilities.<sup>20</sup>

The School seeks to accommodate qualified students with disabilities on an individualized basis. Such students will be given reasonable accommodations based on the specific information and assessment data provided by a qualified professional. Reasonable accommodations do not include measures which are demonstrated to fundamentally alter the School's academic program. The School's academic requirements which are essential to the program of instruction will not be regarded as discriminatory. The Assistant Dean for Student Affairs provides information on the existence and location of services, activities and facilities that are accessible to, and usable by, persons with disabilities and administers the program for accommodations under the direction of the Dean of Students.

The Dean of Students is the senior administrative officer responsible for campus policies affecting qualified students with disabilities. With the advice of the appropriate administrative officers responsible for implementing policy, the Dean of Students ensures that these policies are both educationally sound and responsive to the needs of students with disabilities.

### **II. POLICY OF NON-DISCRIMINATION BASED ON DISABILITY**

To afford equal opportunity to participate in and benefit from all School programs and activities, the School shall ensure the following:

1. Students with disabilities shall have the opportunity to participate in School programs or activities, such as scholarly publications, interscholastic competitions, internships and externships, if they otherwise qualify for such programs or activities.
2. No officially registered student organization shall discriminate in its membership practices on the basis of disability.
3. The School will not provide assistance to non-registered organizations or persons who discriminate against students on the basis of disability.
4. The School will provide reasonable accommodations to qualified students with disabilities, as necessary. However, all students will be required to meet the School's academic standards, with or without reasonable accommodations.
5. The School shall provide personal advising, academic advising, and career advising without discrimination on the basis of disability.

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<sup>19</sup> The term "accommodation" as used throughout this Policy is intended to be interchangeable with the term "academic adjustment" as used within the meaning of the regulation implementing §504. See 34 C.F.R. §104.44.

<sup>20</sup> These legal obligations are codified at 29 U.S.C. §794, Section 504 which states in pertinent part: "No otherwise qualified individual in the United States, ..., shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This policy will be interpreted in a manner consistent with applicable state and federal law.

6. In providing financial assistance to qualified students, the School will not provide less assistance, limit eligibility for assistance, or otherwise discriminate on the basis of disability.
7. The location of programs within the physical plant will provide equal access to mobility and visually impaired students to the extent required by law.

### III. PROSPECTIVE STUDENT POLICY AND PROCEDURES

#### A. Admissions Policy

The School's Policy of non-discrimination on the basis of disability extends to the admissions process. The School will not make preadmission inquiry as to whether an applicant is a person with a disability. Any information concerning an applicant's disability provided in a personal statement or interview during the admissions process shall be on a voluntary or optional basis and shall be maintained in accordance with state and federal laws relating to confidentiality. The School may, however, consider this information only for the purpose of overcoming past performance difficulties that the applicants may have experienced due to disabilities as reflected in their academic records.<sup>21</sup> No limitations will be placed on the number or proportion of persons with disabilities who may be admitted or enrolled.<sup>22</sup>

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<sup>21</sup> 34 C.F.R. §104.42(b)-(c). The School seeks a diverse student body and is particularly interested in challenges that applicants have faced and overcome, and thus invites applicants, on a voluntary basis, to provide such information in their personal statements or during an admissions interview.

<sup>22</sup> 34 C.F.R. §104.42(b)(1).

All admissions decisions will apply the same standards of evaluation to persons with disabilities as applied to other applicants.

**B. Post-Admission Procedure**

After an applicant has received a letter of admission to the School, they must follow the School's procedures for requesting accommodations as stated in Section IV below. Admitted students with disabilities are encouraged to contact the Assistant Dean for Student Affairs prior to arriving on campus in order to timely engage in the process to receive accommodations at the school.

**IV. CURRENT STUDENT POLICY AND PROCEDURES**

The School is committed to providing academic adjustments, auxiliary aids and services to qualified students with disabilities who self-identify and seek accommodations. Any student requesting or receiving accommodations should carefully review and comply with all of the School's policies and procedures. These policies and procedures are available through the Assistant Dean for Student Affairs and on the School's website.

It is strongly recommended that students meet with the Assistant Dean for Student Affairs prior to enrollment or early in their first trimester. Early requests for accommodation will permit adequate time to arrange and implement any appropriate accommodations.

**A. Privacy and Confidentiality of Records**

Medical information about a student, including information about the existence and nature of a qualified student's disability, will be kept as confidential as is reasonably possible. However, it is sometimes necessary for the Assistant Dean for Student Affairs to provide disability information to School personnel in the consideration and facilitation of, and accommodations for, qualified students with disabilities. As a general rule, only the members of the Office of Academic Affairs and the Office of Student Affairs have specific information about a student's disability so that reasonable and appropriate accommodations can be determined. Disability information is given to other School personnel only when necessary for such personnel to carry out their responsibilities while providing accommodations or otherwise complying with relevant disability-related policies.

The Assistant Dean for Student Affairs must have the written consent and authorization of a student with a disability to share information with anyone other than the appropriate School personnel.

The School shall maintain confidential records within the Office of Student Affairs relating to any accommodations based upon disability. The records shall include the documentation submitted to verify the disability. All records are kept for five years after the student's date of last attendance.

All documents produced by consultants in the performance of services for the School shall be, and shall remain, the property of the School.

**B. Procedure for Receiving Accommodations at the School**

A student seeking accommodations is responsible for requesting disability accommodations in writing and for providing supporting documentation from a qualified healthcare professional(s) to the Assistant Dean for Student Affairs as discussed below. Students are



encouraged to seek services as soon as possible to allow for sufficient time to approve and implement accommodations.

It is also strongly suggested that the student schedule a personal meeting with the Assistant Dean for Student Affairs to ensure that the student understands what types of information may be required in order to verify the disability and document the request for accommodations, and to begin the interactive process of determining the most appropriate accommodations, if any, for the student. Reasonable documentation which qualifies to support a request for accommodations at the School is discussed in Section IV (C) below.

The process for requesting accommodations is as follows:

1. Student obtains, reviews, and completes each section of the Accommodations Request Application *which is* available from the Office of Student Affairs.
2. Student submits the Request for Disability Services Form to the Office of Student Affairs and provides the Health Care Professional Verification of Disability Form and release to the qualified professional. See subsection C below for information on required supporting documentation for a request for accommodations.
3. Qualified Professional(s) submits the Health Care Professional Verification of Disability Form and relevant supporting documentation to the Office of Student Affairs. Upon receipt of the student's request for accommodations and the Health Care Professional Verification of Disability Form with supporting documentation, the Assistant Dean for Student Affairs will review the packet to assess whether it is sufficient to meet the School's criteria for establishing a disability and supporting the student's request for accommodations and schedule an in-person meeting with the student as part of the interactive process to determine what accommodations are reasonable and approved by the School.
4. Each student receiving academic accommodations shall meet periodically with the Assistant Dean for Student Affairs to evaluate the effectiveness of accommodations.
5. Accommodations are subject to review, revision and possible termination upon any change in the nature of the disability or the student's failure to properly utilize the services provided.

C. Documentation Required in Support of a Request for Accommodations

Documentation in support of a request for accommodations will be reasonable, appropriate to the disability(s), and evidence the need for the requested accommodations, and should include the following five elements:

1. A diagnostic statement<sup>5</sup> that is no more than three (3) years old identifying the disability, date of the most current diagnostic evaluation, and the date of the original diagnosis. Initial qualifying documentation is preferably within the past year. Documentation older than three years may be partially useful in certain situations if, in the School's judgment, it is still relevant to the individual's situation and otherwise meets the guidelines outlined herein. A new assessment may be necessary to determine the current need for accommodations if the existing documentation is outdated, inadequate in scope or

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<sup>5</sup> The diagnostic systems used by the Department of Education, the State Department of Rehabilitative Services or other State agencies and/or the current edition of either the Diagnostic and Statistical Manual of The American Psychiatric Association (DSM-V) or the International Statistical Classification of Diseases and Related Health Problems of the World Health Organization (ICD) are the recommended diagnostic taxonomies.

content, or if the student's observed performance indicates that significant changes may have occurred since the previous assessment was conducted.

2. A description of the diagnostic tests, methods, and/or criteria used. The description should include the specific results of the diagnostic procedures, diagnostic tests utilized, and when administered. When available, both summary and specific test scores should be reported as standard scores and the norming population identified. When standard scores are not available, the mean, standard deviation, and the standard error of measurement are requested as appropriate to the construction of the test.
3. A description of the current substantial functional impact of the disability on a major life activity and how the disability impacts participation in law school courses, activities, or examinations. This section should include specific test results and the examiner's narrative interpretation. The current substantial functional impact on physical, perceptual, cognitive, and behavioral abilities should be described either explicitly or through the provision of specific results from the diagnostic procedures.
4. A description of the expected progression or stability of the impact of the disability over time. This description should provide an estimate of the change in the functional limitations of the disability over time and/or recommendations concerning the predictable needs for reevaluation.
5. The credentials of the diagnosing professionals, if not clear from the letterhead or other forms. Information describing the certification, licensure, and/or the professional training of individuals conducting the evaluation should be provided.

Based on the context of the diagnostic evaluation adhering to the five elements, the qualified healthcare professional should recommend necessary accommodations. If no accommodations have been provided prior to law school admission, the qualified healthcare professional should include an explanation about why no accommodations were used in the past, and why accommodations are needed now.

A student may submit a history of accommodations received in any educational institutions, testing entities (SAT, ACT, LSAT, GMAT) or in places of employment. Such a history of accommodations is subject to verification by the institution or place of employment that facilitated the accommodations. Receipt of prior accommodations is helpful historical information but does not ensure the student will receive the same or any accommodations in the law school setting.

If the initial documentation is incomplete or inadequate to determine the extent of the disability and appropriate accommodations, the School will provide written notice explaining what additional information is required. When requested, it is the student's responsibility to obtain additional information or testing in a timely manner. The final determination of appropriate accommodations rests with the School, based on a review of the provided documentation, as outlined herein. A prior history of accommodations, without demonstration of current need, does not in and of itself warrant the provision of a like accommodation.

The cost of any supplemental documentation or assessment that may be necessary to ensure adequate verification shall be borne by the student. If the School requires an additional assessment for purposes of obtaining another professional opinion, then the School shall bear any cost not covered by any third- party payer.

## **D. Documentation Applicable to Specific Categories of Disabilities**

### **1. Verification of Mental or Psychological Disabilities**

In defining a disability as primarily mental or psychological in nature, the School employs the definition of mental disorders as described in the most current edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5-TR), Washington, DC, American Psychiatric Association.<sup>6</sup>

Qualified diagnosing professionals for psychological disorders are licensed or otherwise properly credentialed and possess expertise in the disability for which modifications or accommodations are sought. Documentation must be current and reflect the student's present level of functioning of the major life activity affected by the disability.

Documentation must be submitted to the Office of Student Affairs with the professional's letterhead attached and contain the professional's signature and license number. The Verification Form must include all of the requested information, or it may be deemed incomplete, and Student will be asked to work with the specialists to ensure the form is filled out completely.

While mental or psychological disorders may be a source of discomfort, distress, or disability, a student may not necessarily require accommodation. A determination of eligibility for such services shall be made by the Assistant Dean for Student Affairs who may consult with a licensed professional that may review, at a cost borne by the School, the student's request and documentation.

documentation must contain the following information:

1. Diagnosis from a qualified professional with comprehensive training and relevant expertise in differential diagnosis of psychiatric disorders;
2. Be no more than three years old;
3. Address the current level of functioning and the need for accommodations, including a description of the specific accommodation requested and a detailed explanation why the accommodation is needed;
4. Contain historical information based on the diagnostic interview, psychological assessment, or prior medical history;
5. Rule out alternative diagnosis;
6. Reflect evidence of a substantial limitation to learning or another major life activity; and
7. Rationale for recommendations of accommodation based on the diagnosis and functional limitations.

### **2. Verification of Physical Disabilities**

Qualified diagnosing professionals for physical disorders are licensed or otherwise properly credentialed and possess expertise in the disability for which modifications or accommodations are sought. Documentation must be current and reflect the student's present level of functioning of the major life activity affected by the disability.

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<sup>6</sup> When this policy was updated, the most current edition of the *Diagnostic and Statistical Manual of Mental Disorders* was the 5th edition released in 2013.

Documentation must be submitted to the Office of Student Affairs with the professional's letterhead attached and contain the professional's signature and license number.

3. Verification of Learning Disability

Qualified diagnosing professionals for learning disabilities are licensed or otherwise properly credentialed and possess expertise in the disability for which modifications or accommodations are sought. A student with a learning disability(s) must provide detailed copies of all professional testing and evaluation results which reflect the individual's present level of processing information and present achievement level. Particularly, documentation must reflect evaluation within the prior three years and be scored using an adult scale. The cost of obtaining professional verification shall be borne by the student. Documentation must be current and reflect the student's present level of functioning of the major life activity affected by the disability.

Documentation must be submitted to the Office of Student Affairs with the professional's letterhead attached and contain the professional's signature and license number.

E. Transitory Requests

The School may, under unusual circumstances and on a case-by-case basis, provide reasonable academic accommodations for a transitory or short-term disability.

Students seeking accommodations on the basis of a transitory and short-term disability must provide written documentation verifying the nature of the condition, stating the expected duration of the condition, and describing the accommodations deemed necessary. Such verification must be provided by an acceptable professional health care provider who is qualified in the diagnosis of such conditions.

The assessment or verification of a short-term disability must reflect the student's current level of disability, and shall be no older than 60 days. The cost of obtaining the professional verification shall be borne by the student.

If the initial verification is incomplete or inadequate to determine the extent of the disability and appropriate accommodations, the School will provide written notice explaining what additional information is required. The cost of any supplemental documentation or assessment that may be necessary to ensure adequate verification shall be borne by the student. If the School requires an additional assessment for purposes of obtaining another professional opinion, then the School shall bear any cost not covered by any third party payer.

F. Prospective and Retroactive Accommodations

**All accommodations are prospective only.** That is, an accommodation is provided only for classwork done or activities undertaken after the initial determination process has been completed pursuant to this policy and a final decision regarding the student's accommodation request has been communicated to the student in writing.

**No retroactive accommodations are provided.** That is, the work completed before an accommodation is formally requested, processed and granted is not reconsidered or adjusted. The absence of an accommodation before such accommodation is requested and reviewed is, for example, not a basis for appeal, readmission, or other special consideration.

Accordingly, it is imperative that a student who believes an accommodation might be appropriate consult with the Assistant Dean for Student Affairs at the earliest possible time.

#### G. Overview of Reasonable Accommodations at the Law School

Accommodations are 1) modifications or adjustments to the educational program; 2) the provision of auxiliary aids and services and academic adjustments, and 3) modifications to the School environment intended to remove barriers to equivalent access.

Students with disabilities taking accommodated exams are subject to standard rules and regulations governing examinations. The only exceptions to the rules and regulations are the specific accommodations approved by the Assistant Dean for Student Affairs and/or the Dean of Students. In addition, some of the administrative procedures differ from the general exam process. Therefore, all students must be thoroughly familiar with the following information about examinations:

- a. To protect the anonymous exam process, students are discouraged from discussing their exam accommodations with professors and other students.
- b. Professors give specific instructions as to what can and cannot be brought into the examination room. The proctors, therefore, know what students can and cannot have with them. Under no circumstances shall any student taking an accommodated examination bring unauthorized material or personal belongings into the exam room.
- c. Any breaks shall be taken within the exam period, unless otherwise approved as a separate exam accommodation.
- d. No extension of time will be given if a student is late for the examination. If a student arrives more than fifteen (15) minutes after the scheduled starting time, the Assistant Dean for Student Affairs or the Dean of Students may reschedule the exam should there be an extraordinary and compelling excuse.
- e. Should the student become ill and unable to sit for the examination, the student must first notify the Assistant Dean for Student Affairs and the Exam Administrator. Any decision about a change in time or date can only be made by the Assistant Dean for Student Affairs or the Dean of Students.

#### 1. Service Animals

The definition of a service animal in the Americans with Disability Act (ADA) is “any animal individually trained to do work or perform tasks for the benefit of an individual with a disability”. Service animals will be permitted to accompany a person with a disability in nearly all locations on campus. Students who request to have a service animal must contact the Office of Student Affairs before the animal comes to campus. If there is any question whether an animal is a service animal, a decision will be made in consultation with the Office of Student Affairs.

Requirements of service animals and their partners/student:

- a. Animals must be licensed in accordance with any and all State and local laws/ordinances.
- b. Animals must be in good health.
- c. Animals must always be on a leash at all times.
- d. The student/partner must always be in full control of the animal at all times.
- e. The student/partner must provide copy of current vaccination records and a picture of the service animal along with request for service animal to be allowed on campus.

Students with disruptive and aggressive animals may be asked to remove such animals from school facilities. If the improper behavior happens repeatedly, the animal may be barred from campus until the student takes significant steps to mitigate the behavior. If the improper behavior is not remedied, the service animal may be barred from campus permanently. The School does not permit emotional support or companion animals on campus.

2. Other Accommodations

Accommodations not listed may be requested based on individual need and supporting written documentation.

H. Improperly-Procured Accommodations

Services for students who improperly procure accommodations under this policy will be immediately terminated and the student may be subject to disciplinary action under the Honor Code.

I. Administrative Discretion

Subject to applicable rules of confidentiality, the Assistant Dean for Student Affairs shall provide information to appropriate administrative staff and faculty when necessary to arrange for efficient administration of accommodations.

J. Disqualified Upper Division Student Appeal<sup>7</sup>

Upon receipt by the Office of the Vice Dean of a petition for readmission (submitted in accordance with Academic Policy 7.50 et seq.) from an upper division student who identifies as a student with a disability, the petition will be supplemented by a report from the Assistant Dean for Student Affairs providing, in a summary, chronological form, any available information regarding the nature of the disability, the extent to which it affects the student's ability to participate or perform in the academic program, the accommodations requested by the student, those granted, if any, and any other information contained in the student's file relevant to the petition.

K. Post-Graduation Policy and Services

Students with disabilities who believe they will require accommodations when taking the bar examination should inquire early in their legal education as to what will be necessary to obtain accommodations from the State Bar of California (<http://www.calbar.ca.gov>) or any bar to which the student may apply. Information on how to contact the bar examiners for all states is available in the Registrar's Office or on the School's website.

The School will assist students in documenting accommodations received during law school as an aid in requesting accommodations for bar examinations. However, receipt of any accommodation at the School does not ensure that the student will receive the same or any accommodations for the bar. A written request, along with the appropriate forms from the bar examiners, must be submitted to the Assistant Dean for Student Affairs in a timely manner.

The Career and Professional Development Office will aid all graduates, with or without disabilities, in developing career opportunities after the completion of studies at the School.

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<sup>7</sup> CWSL Statement of Academic Policies §7.50-§7.53 .

The School has a policy of non-discrimination on the basis of disability in all alumni activities which are a part of the official program of the School or which involve the participation of applicants or enrolled students.

**L. Informal Dispute Resolution Procedure**

If the student disagrees with the initial determination of the student’s request for accommodations or has other disputes about the School’s provision of accommodations, the student should schedule a review meeting with the Assistant Dean for Student Affairs to engage in an interactive discussion regarding the student’s request or the School’s provision of services. This meeting shall be held, if feasible, within five (5) business days of receipt of the initial determination or other disputes.

After the review meeting with the Assistant Dean, the student may file a petition for review with the Dean of Students. This petition for review should be in writing, and specify, with particularity, the reasons for disagreement with the determination by the Assistant Dean or the Office of Student Affairs. The student may submit new information or documentation with the petition. This petition for review must be filed within seven (7) business days of the date of the review meeting.<sup>8</sup>

The Dean of Students will review the written petition for review and the student’s disability documentation submitted in support of the request for accommodations, and may consult with the relevant parties, other School employees, or disability specialists. The student is encouraged, though not required, to meet with the Dean of Students to discuss the student’s petition (“optional meeting”), which meeting shall be held, if feasible, within three (3) business days of the date of receipt of the petition. The Dean of Students will make a determination on the petition (“final determination”) within seven (7) business days of the date of receipt of the petition,<sup>9</sup> which final determination will be communicated in writing to the student. If the student disagrees with the final determination, the student may file a formal grievance pursuant to paragraph M, below.

Following is a summary of the timetable for the Informal Dispute Resolution Process:

Action	Assistant Dean for Student Affairs (ADSDS) provides initial determination	Student schedules review meeting with ADSDA	Student may file petition for review with Dean of Students (DOS)	Student may request optional meeting with DOS	DOS makes final determination
Timeline	Day 1	Within 5 business days of Day 1	Within 7 business days of review meeting	Within 3 business days of receipt of petition for review	Within 7 business days of receipt of petition for review

<sup>8</sup> This seven (7) day period may be extended for good cause upon written notice to the Vice Dean.

<sup>9</sup> This seven (7) day period may be extended for good cause upon written notice to all interested parties.

M. Formal Grievance Process for Complaint of Disability Discrimination

A student who alleges discrimination on the basis of disability shall file a complaint with CWSL General Counsel within ninety (90) calendar days of the date of the alleged act of discrimination. This procedure shall apply only to Complaints arising under Section 504 of the Rehabilitation Act or Title III of the Americans with Disability Act alleging discrimination on the basis of disability.

Upon receipt of a student complaint alleging discrimination on the basis of disability, the CWSL General Counsel shall review the complaint to ensure that it states a claim. If it states an appropriate claim, the CWSL General Counsel shall refer the complaint to a Faculty Grievance Committee (FGC) to make a final decision regarding the complaint. This referral shall be made within twenty-one (21) calendar days of receipt of the complaint. The complainant shall be advised of this referral. If the student complaint does not state an appropriate claim, CWSL General Counsel shall notify the student within twenty-one (21) calendar days of receipt of the complaint, including an explanation of why the complaint is not appropriate for the FGC.

The FGC shall conduct an adequate, impartial, and reliable fact-finding process that ensures the dignity of the parties and affords the parties a full and fair opportunity to present their claims and defenses. At the complainant's request, the FGC may hold a public hearing at the School to facilitate the fact-finding process, so long as the complainant understands that any privacy rights, including FERPA rights, may then be waived. Unless the complainant requests a public hearing, any hearing shall be private. The parties have the right to representation and may present witnesses and documents in support of their position. However, the formal rules of evidence will not apply. The FGC is further empowered to hire professional consultants to provide clarity involving medical and/or educational issues in dispute.

The FGC will use best efforts to complete the fact-finding process within thirty (30) calendar days of the referral (but may extend the thirty (30) day period for good cause and upon notice to all interested parties). Within thirty (30) calendar days of completing the fact-finding process, the FGC will issue a written decision. FGC will provide a copy of the written decision to all interested parties, and such decision shall include appropriate findings of fact and a determination of whether discrimination on the basis of disability has occurred. If the FGC finds that discrimination on the basis of disability has occurred, it will outline steps to be taken to resolve the complaint.

The decision of the FGC will constitute the final decision of the School. No other internal administrative appeals will be allowed.



Following is a summary of the timetable for the Formal Grievance Process:

Action	Student may file formal complaint with General Counsel (GC)	GC either (1) refers complaint to Faculty Grievance Committee (FGC) or (2) notifies student it's not an appropriate claim	If GC refers complaint to FGC, FGC completes fact-finding mission	If GC refers complaint to FGC, following fact-finding mission, FGC issues written decision.
Timeline	Within 90 calendar days of date of alleged act of discrimination	Within 21 calendar days of receipt of complaint	Within 30 calendar days of GC's referral to FGC	Within 30 calendar days of completing fact-finding mission

**N. Prohibition Against Retaliation**

Neither the School, nor any faculty member, administrator, employee, agent, or student, will in any way retaliate against an individual who makes a request for accommodations, utilizes the dispute resolution process, files a complaint with CWSL General Counsel, or files a complaint with the Office for Civil Rights, or exercises other rights protected by Section 504 or applicable law. Retaliation is a serious violation of this Policy and should be reported immediately to the CWSL General Counsel. Complaints of retaliation under this policy may be filed through the Section 504 Complaint procedure described above in part M. Any person found to have retaliated against another individual for any action taken under this Policy will be subject to disciplinary action.

**V. BUILDING ACCESSIBILITY**

**A. Entrances**

1. 225 Cedar Street - The courtyard has a ramped, main entrance. Access doorways are equipped with power assisted doors with lowered push buttons outside and inside of each door.
2. 290 Cedar Street - The main entry is accessible and fitted with power-assisted push buttons on the interior and exterior of the entrance.
3. 350 Cedar Street - There is an accessible entrance at the easterly doorway. This entrance has a ramp and power assisted door with lowered push buttons outside and inside of the door.

**B. Elevators**

1. 225 Cedar Street - The building is equipped with two elevators which access all four floors of the building, as well as three floors in the parking garage. The elevators are equipped with buttons with raised numbers, Braille symbols, and auditory signals. Both elevators are located in the northwest corner of the courtyard.

2. 290 Cedar Street - The building is equipped with two elevators which access all four floors of the building. The elevators are equipped with buttons with raised numbers, Braille symbols, and auditory signals. Both elevators are located in the west interior of the building.
3. 350 Cedar Street - The building is equipped with one elevator, which accesses the lower level and three floors of the building. The elevator is equipped with buttons with raised numbers, Braille symbols, and auditory signals. The elevator is in the westerly part of the lobby.

C. Restrooms

1. 225 Cedar Street - There are accessible restrooms with designated stalls in the southeast corner of each of the four floors in this building, and accessible all-gender restrooms in the 1<sup>st</sup> floor space contiguous to the Experiential Learning Center.
2. 290 Cedar Street - There are accessible restrooms on each floor in the northwest corner.
3. 350 Cedar Street - There are accessible restrooms on the lower level and on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors.

D. Emergency Procedures

Detailed information about what to do in case of emergency may be obtained from the Office of Facilities Management on the Mezzanine level of the 350 Cedar Building, (619) 525-1487.

In the event of a fire, earthquake, or other disaster, an alarm will sound throughout the building. *If the building needs to be evacuated because of fire, wheelchair users on floors other than the ground level, should request assistance from persons around them and leave their chairs behind* because elevators will not be operating.

E. Parking

Students with certain disabilities that affect mobility may apply for a Handicapped Parking Placard from the City of San Diego. This placard allows one to park free at any metered or non-metered street space. There are two spaces reserved for the disabled in front of the 350 Cedar Building.

VI. INQUIRIES ABOUT FEDERAL LAWS PROTECTING PERSONS WITH DISABILITIES

Inquiries concerning the School's compliance with applicable disability laws may be directed to the Assistant Dean for Student Affairs, California Western School of Law, 350 Cedar Street, San Diego, CA 92101-3046. In addition, inquiries or complaints regarding federal laws and regulations may be sent to the Office for Civil Rights, U.S. Department of Education, 50 United Nations Plaza, San Francisco, CA 94102.

Updated August 2023

## V. STUDENT CONCERNS POLICY

California Western School of Law takes student concerns seriously. Student concerns involving (1) the American with Disability Act (ADA) Accommodations, (2) Honor Code Violations, (3) Title IX, and (4) Discrimination and Harassment must be addressed under the procedures that appear in previous sections of this Student Handbook. This Student Concerns Policy provides the procedures for addressing any student concern regarding California Western School of Law that is not governed by any of the above-mentioned procedures.

A student may not apply this Student Concerns Policy to contest or otherwise to re-litigate: (1) a student concern that has been addressed under any of the above-mentioned procedures or (2) the application of an Academic Policy. A student may apply this Student Concerns Policy to address any student concern that directly implicates the Law School's program of legal education or its compliance with the ABA Standards and Rules of Procedure for Approval of Law Schools, the Western Association for Schools and Colleges Standards, or the laws of the State of California.

### **Procedures before filing a concern under the Student Concerns Policy**

The Law School encourages students to consult with the Assistant Dean for Student Affairs to determine whether a student concern should be addressed under this Student Concerns Policy or under any of the above-mentioned procedures. The Law School also encourages students to discuss their concern(s) with the person(s) directly involved before filing a concern under the Student Concerns Policy.

### **Filing a concern under the Student Concerns Policy**

A student must submit to the Assistant Dean for Student Affairs (or designee) a writing that includes, but is not limited to, the nature of the student's concern, the identity of the persons involved, the dates and specifics of any relevant events, the identify of any potential witnesses, a summary of any communications intended to resolve the concern, and any other information that the student believes would aid a fact finder.

The Assistant Dean for Student Affairs (or designee) will review the student's written concern to determine if it provides sufficient information, and, if it does not, then the Assistant Dean will discuss with the student any deficiencies in the student's written concern. The Assistant Dean (or designee) will determine when a student's written concern is complete and will then provide the student with the Law School's written acknowledgement of its receipt of the student's written concern. The Assistant Dean (or designee) will discuss with the student whether the Assistant Dean (or designee) can resolve the student concern or work with the student towards a resolution of the student concern.

### **Law School response and decision**

The Assistant Dean for Student Affairs (or designee) will provide the student (and involved parties) with the Law School's written response within 15 business days of the Law School's acknowledgment of its receipt of the student's written concern (unless the Assistant Dean (or designee) informs the student and involved parties that additional time is needed). If the student determines that the Law School's written response cannot or does not remedy the student concern, the student may request that the Assistant Dean (or designee) refer the student concern to the Dean of Students.

The Dean of Students will provide the student (and involved parties) with the Law School's written final decision (including an explanation of the basis for the decision) within 30 business days of the Law School's acknowledgement of its receipt of the student's written concern (unless the Dean of Students informs the student and involved parties that additional time is needed).

**Additional information for student concerns regarding ABA Standards and Western Association for Schools and Colleges Standards**

If a student's concern related to the Law School's compliance with academic program quality and accreditation standards as required by the American Bar Association (ABA) and the student has exhausted all steps described in the Student Concerns Policy, the student may contact the ABA:

[https://www.americanbar.org/groups/legal\\_education/accreditation/complaint\\_procedures/](https://www.americanbar.org/groups/legal_education/accreditation/complaint_procedures/)

If a student's concern related to the Law School's compliance with the **Western Association for Schools and Colleges (WASC)** Standards, the student's written concern must clearly identify the student making the concern and provide significant support that the Law School has violated the rules as stated in the Commission's Standards.

Information can be found at <https://www.acswasc.org/acs-wasc-complaint-process/>.

If a student's concern is not resolved through the above-mentioned internal procedures or through the ABA, the student may contact the California State Bureau for Private Postsecondary Education ("Bureau") for review of a concern or complaint. The Bureau may be contacted at:

Address: 1747 N. Market Street, Suite 225  
Sacramento, CA 95833  
Telephone: (916) 574-8900  
Fax: (916) 263-1897  
Website: [www.bppe.ca.gov](http://www.bppe.ca.gov)

**Anti-retaliation Provision**

Students should be reassured that all members of the Law School community are prohibited from retaliating against an individual who files a concern or grievance. Any form of retaliation is a violation of this Student Concerns Policy and must be reported immediately to the Dean of Students, the Vice Dean of Academic Affairs, or the Dean. Any person found to have retaliated against another individual for filing a concern or grievance will be subject to disciplinary action.

**Maintenance of Records of Concern**

Except as otherwise provided under Law School policy, the Law School shall maintain a complete, written record of each written concern or grievance and how it was investigated and resolved. These records shall be maintained in a confidential manner in the office of the Dean of Students for five years from the date of the resolution (unless new circumstances dictate that the file should be maintained for a longer period of time).

**Effective Date:** The California Western School of Law Student Concern Policy is effective as of August 15, 1994, and updated as of Fall 2023.

## VI. CALIFORNIA WESTERN SCHOOL OF LAW

### CODE OF STUDENT PROFESSIONAL CONDUCT

Adopted September 2022

#### 100. Preamble

- (A) This Code of Student Conduct and Discipline (the “Code”) is designed to promote an atmosphere of confidence, trust, honor, professionalism, and respect at California Western School of Law (“CWSL”). Students are to conduct themselves in accordance with this Code and the high ethical standards of the profession.
- (B) In addition to this Code, CWSL Students are bound by other applicable regulations and policies.

#### 101. Scope

This Code applies to the conduct of CWSL Students and sets forth procedures for initiating and resolving complaints about Student conduct.

#### 102. Definitions

- (A) “Vice Dean” means the Vice Dean of CWSL or that person’s designee;
- (B) “CWSL Premises” means all land, buildings, facilities, and other property owned, used, or controlled by CWSL;
- (C) “CWSL-Related Function” means an event that is held on or off CWSL Premises that is sponsored (in whole or material part) by CWSL, a Member of the CWSL Community, or a CWSL organization;
- (D) “Dean” means the President and Dean of CWSL or that person’s designee;
- (E) “Member of the CWSL Community” means a Student, alumnus, faculty member, or staff member of CWSL;
- (F) “Student” means an individual who:
  - (1) Is enrolled in or registered in a class or an academic program of CWSL;
  - (2) Is eligible to enroll or re-enroll in CWSL but is not currently enrolled.

#### 103. Jurisdiction

This Code extends to:

- (A) Conduct by a non-Student who has graduated, is academically disqualified, or is otherwise not eligible for re-enrollment, but is alleged to have violated the Code while a Student;
- (B) Conduct by a Student occurring on or off CWSL Premises or in connection with a CWSL-Related Function;
- (C) Conduct by a Student on or off CWSL Premises constituting a violation of law,

whether or not the conduct is, will be, or has been subject to a judicial or administrative proceeding;

- (D) Conduct by a Student that negatively bears on the Student's moral or ethical fitness.
- (E) Conduct by a Student directed at a Member of the CWSL Community.

#### **104. Academic Dishonesty**

Students may not engage in academically dishonest conduct including, but not limited to:

- (A) Cheating, including, but not limited to:
  - (1) Unauthorized copying from another Student's examination or assignment;
  - (2) Submitting work in a present course created previously outside of the course – including but not limited to either in another course or in the course of employment -- unless specifically authorized by the instructor of the present course;
  - (3) Using or consulting unauthorized sources, materials, or devices during an examination or other assignment,;
  - (4) Collaborating with another person during an examination or other assignment, unless authorized;
  - (5) Intentionally stealing, sequestering, altering, or destroying materials needed by another Student for an academic endeavor;
  - (6) Disobeying assignment or examination instructions or procedures, whether included in CWSL's examination rules or provided orally or in writing by an instructor or an exam proctor;
  - (7) Altering or interfering with grading or grading instructions;
  - (8) Obtaining, seeking to obtain, or giving unauthorized aid on an examination or assignment;
  - (9) Providing false attendance verification for oneself or another Student;
  - (10) Obtaining unauthorized prior knowledge of an examination or assignment, or if such knowledge was obtained inadvertently, failing to immediately disclose such knowledge to the Vice Dean;
  - (11) Discussing an examination either with or in the proximity of another Student whom the first Student knows or has reason to know has not yet taken the examination (including discussions or comments on or within electronic or written media whom the first Student knows or has reason to know another Student has access to);
  - (12) Engaging in an act that gives the Student or another Student unfair academic or professional advantage, including but not limited to any activity intended or likely to adversely interfere with another student's performance.
- (B) Plagiarizing in any submitted work in draft or final form. Plagiarism is a strict-liability offense not requiring intent, and includes, but is not limited to, the following actions unless accompanied by proper citation and attribution:

- (1) Incorporating into the Student's own work a substantially similar portion of another's work;
  - (2) Copying all or part of another person's written work;
  - (3) Paraphrasing ideas, theories, cases, conclusions, or research;
  - (4) Representing as the Student's original work the work of another person.
- (C) A Student is required to report to the Vice Dean the Student's knowledge of an act of academic dishonesty by another student. Failure to promptly report is by omission itself an instance of academic dishonesty.

**105. Misrepresentation and Duty to Disclose**

- (A) A student may not engage in misrepresentation including, but not limited to:
- (1) Forging, altering, or misusing a document, record, transcript, key, logo, or identification of CWSL or another official entity or person;
  - (2) Furnishing information that a Student knows or has reason to know is false, incomplete or misleading when:
    - (a) Applying for financial aid;
    - (b) Requesting to reschedule or requesting an accommodation for an exam;
    - (c) Representing a grade, award, academic status, or rank to an employer, potential employer, or other third party;
    - (d) Applying for a CWSL course, program, or benefit; or
    - (e) Providing testimony or other evidence either as an accused or as a witness in a meeting or hearing under this Code.
- (B) A Student has a duty to disclose to the Vice Dean (or the Vice Dean's assigns), in writing, if the Student is arrested for, charged with, or convicted of a misdemeanor or felony or any other event as listed in the Student Reporting Requirement Policy (see section X of General Policies in the Student Handbook);
- (C) An applicant has a duty to immediately disclose to the Assistant Dean of Admissions any omission, inaccuracy, or material change in the applicant's CWSL application prior to the matriculation including, but not limited to, being charged with, arrested for, or convicted of a misdemeanor or felony.

**106. Interference with Property or Misuse of Services**

A Student may not interfere with property or misuse services, including but not limited to:

- (A) Stealing, converting, destroying, or damaging property or data located on CWSL premises or belonging to CWSL, a Member of the CWSL Community, or the organizer of a CWSL-Related Function;
- (B) Violating CWSL's Policy on Recording Classes;
- (C) Entering CWSL Premises without authorization;

- (D) Using or misusing CWSL equipment or resources without authorization or in violation of CWSL's computer resources acceptable use policies;
- (E) Violating any other CWSL policies or regulations governing a CWSL-owned residence or property belonging to CWSL, a Member of CWSL Community, or the organizer of a CWSL-Related Function.

#### **107. Harmful Acts and Disturbances**

A Student may not engage in harmful acts including, but not limited to:

- (A) Threatening violence or physical abuse, or otherwise threatening the safety or physical or emotional health of a Member of the CWSL Community, a person on or near CWSL Premises, or any other person in connection with a CWSL-Related Function;
- (B) Engaging in conduct in violation of CWSL's Gender-Based Harassment, Discrimination, and Sexual Misconduct Policy;
- (C) Engaging in conduct not comporting with the standards of ethics, professionalism, and courtesy expected in the legal profession;
- (D) Obstructing or disrupting teaching, research, administration, disciplinary procedures, or other CWSL activities;
- (E) Engaging in disorderly, lewd, discourteous, or unprofessional conduct on CWSL Premises or at a CWSL-Related Function;
- (F) Participating in a disturbance of the peace or unlawful assembly on CWSL Premises or at a CWSL-Related Function;
- (G) Failing to comply with the directions of CWSL faculty or staff or public officials performing official duties, or resisting or obstructing CWSL faculty or staff or public officials performing their duties while on CWSL Premises or in connection with a CWSL-Related function.

#### **108. Obstruction**

A Student may not obstruct compliance with or implementation of this Code including, but not limited to:

- (A) Assisting another Student to commit prohibited conduct under this Code;
- (B) Failing to cooperate with the investigation of a complaint initiated under this Code;
- (C) Violating an interim or final sanction imposed under this Code.

#### **109. Violation of Law**

It is a breach of this Code for a Student to violate local, state, or federal law, including committing any of the following actions:

- (A) Processing, selling, manufacturing, or attempting to use, possess, sell, or manufacture illegal narcotics or other illegal controlled substances on CWSL Premises or at a CWSL-Related Function;
- (B) Possessing, storing, manufacturing, or using explosives, firearms, weapons, or other devices that can be used to harm persons or property;
- (C) Engaging in other illegal conduct not otherwise covered by this Code.



(D)

**110. Initiating a Complaint: Investigation; Interim Sanctions**

- (A) Complaints under CWSL's Gender-Based Harassment, Discrimination, and Sexual Misconduct Policy shall be made pursuant to that policy;
- (B) Except as provided in paragraph §110(A) above, a Member of the CWSL Community may initiate a complaint against a Student for misconduct under this Code. The decision whether to pursue a complaint will be at the discretion of the Vice Dean. Further information provided to the complaining person will be pursuant to §115(F);
- (C) A complaint referred to in paragraph §110(B) may be submitted orally or in writing to the Vice Dean;
- (D) Upon receipt of a complaint under this section, the Vice Dean shall:
  - (1) Act with due regard for the privacy of all individuals involved;
  - (2) Investigate whether the complaint has merit;
  - (3) If the Vice Dean decides to pursue the complaint, the Vice Dean shall provide notice of the complaint, orally or in writing and as soon as practicable, to the Student(s) who is/are the subject of complaint and to the parties involved in the dispute, giving the Student(s) who is/are the subject of complaint the opportunity to respond to the allegations,;
  - (4) Proceed expeditiously at all stages of the investigatory and disciplinary process.
- (E) After an investigation, the Vice Dean shall do one or more of the following:
  - (1) Dismiss the complaint if it is found meritless;
  - (2) Address the complaint informally under §111;
  - (3) Initiate a formal hearing process under §114;
  - (4) Impose an appropriate interim sanction if the Vice Dean determines that action is needed to protect the health, safety, or welfare of Members of the CWSL Community;
  - (5) Take administrative, non-punitive action, which is a preliminary determination intended to prevent continuation of substantially disruptive conduct, though this administrative action is not itself a sanction. This administrative action may include mandatory physical, psychological, psychiatric, or other evaluation, withdrawal from one or more classes, removal from CWSL Premises, or other requirements or conditions deemed necessary by the Vice Dean;
  - (6) Refer the complaint to a professional outside hearing officer.
- (F) If the Vice Dean imposes an interim sanction under paragraph §110(E)(4) or takes administrative action under paragraph §110(E)(5), that sanction or action shall remain in effect until the complaint is resolved by the Vice Dean.
- (G) A student subject to an interim sanction under paragraph §110(E)(4) or administrative action under paragraph §110(E)(5) may appeal the sanction or

action to the Dean under §116.

**111. Informal Resolution Process**

- (A) The Vice Dean may resolve a complaint through an informal resolution process, which may include imposing a sanction authorized under this Code or making another appropriate disposition;
- (B) A sanction greater than a warning must be communicated to the Student in writing and must specify whether the sanction will be noted on the Student's transcript;
- (C) The accused Student may request a formal hearing if the Student disagrees with the disposition of the informal resolution process;
- (D) A formal hearing request must be in writing and received by the Vice Dean within 15 business days of the Student's receipt of notice of the proposed informal resolution;
- (E) If the Student does not timely request a formal hearing, the informal resolution is final.

**112. Professional Responsibility Committee**

- (A) Each academic year, the Vice Dean shall appoint three faculty members to the Professional Responsibility Committee ("PRC"), designating one of these members as chair;
- (B) The Vice Dean shall also appoint two Student members and two Student alternates by lot from the second- and third-year classes;
  - (1) An appointed Student may decline after being informed of the nature and extent of the responsibility;
  - (2) The nomination process shall proceed until two Students and two Student alternates have agreed to serve on the PRC. An alternate Student member may serve if a Student seat becomes vacant;
- (C) When a formal hearing process is triggered under §114, the chair of the PRC shall constitute a Hearing Panel to consist of three PRC members, one of whom shall be a Student;
- (D) A Student cannot serve as chair of a Hearing Panel.

**113. Waiver of Hearing**

- (A) At any time before a complaint is resolved informally or formally, a Student may waive a formal hearing and plead to a violation;
- (B) Where a Student waives a hearing and pleads to a violation under paragraph §113(A), the Vice Dean may impose any sanction the Vice Dean deems appropriate;
- (C) A Student has the right to appeal a sanction imposed under paragraph §113(B) in accordance with the procedures of §116 but may not appeal the underlying violation to which the Student pled.

#### 114. Formal Hearing Process

A formal hearing initiated under §110(E)(3) shall conform to the following:

(A) Notice

The Vice Dean shall give prompt written notice to the accused Student, including all of the following:

- (1) The Code provision, rule, regulation, or policy alleged to have been violated;
- (2) A date or period of time and location the violation allegedly occurred;
- (3) A description of the basis for believing the alleged violation occurred;
- (4) A copy of or link to this Code;
- (5) An explanation of the formal hearing process;
- (6) A statement requiring the Student to acknowledge receipt of the notice in writing;
- (7) A date and time for a meeting with the Student within five business days of receipt of the notice. At that meeting, the Vice Dean shall outline the hearing process, answer any procedural questions, and, unless prohibited by law, provide the Student with an opportunity to review relevant documents and orally respond to the accusation(s).

(B) Hearing

- (1) The hearing shall be closed to the public and shall take place on CWSL premises during normal business hours unless otherwise agreed to by all parties and the Hearing Panel;
- (2) In-house counsel will present the case for CWSL;
- (3) Witnesses may attend the hearing only when testifying or being questioned.

(C) Due Process

- (1) The hearing shall be conducted by basic standards of due process appropriate for higher education student conduct proceedings, including full opportunity for the Student to respond to the charges and evidence;
- (2) The Hearing Panel chair shall conduct the hearing in an orderly manner and rule on any questions of procedure, admission of evidence, or relevance of testimony or other evidence;
- (3) The Hearing Panel chair shall:
  - (a) Notify the Student at least 10 business days prior to the hearing of the date, time, and place of the hearing and the names of the panel members;
  - (b) Provide the Student at least 5 business days prior to the hearing a written proposed schedule setting out the order of the proceedings, listing the expected witnesses, and outline a process for the Student to access the evidence expected to be presented.

(D) Accused Student Rights During the Hearing

- (1) The accused Student is presumed not to have committed the violation in question. The Student may strike Student members of the Hearing Panel and proceed to a hearing before a panel of three faculty members only;
- (2) The Student may challenge a member of the Hearing Panel on grounds of prejudice, bias, conflict of interest, or another factor the Student asserts would preclude the panel member from rendering an impartial and fair decision. The challenge shall be decided by secret ballot of the remaining panel members. A unanimous vote is required to exclude a Hearing Panel member. The chair of the Committee shall appoint an alternate member if a panel member other than the chair is excluded. If the chair is excluded then the remaining faculty member(s) of the panel shall appoint an alternate member and then the faculty members of the panel shall select which of them shall serve as the chair. (If the faculty members of the panel cannot select which of them shall serve as the chair, then the Vice Dean shall select which of them shall serve as the chair);
- (3) The Student may present evidence in the Student's own defense, including witnesses and documents;
- (4) The Student may testify;
- (5) The Student may question a witness unless the Hearing Panel determines there are compelling reasons to disallow this questioning. In such circumstances, the Panel may permit the Student to submit written questions to the witness through the Panel. The Panel may disallow or decline to ask such questions it deems irrelevant;
- (6) The Student may bring an advisor to the hearing, including an attorney retained at the Student's expense or serving pro bono, a faculty member, fellow Student, or another person. The advisor may act as a consultant to the Student and may speak on the Student's behalf. The Student must notify the chair of the Hearing Panel at least 5 business days prior to the hearing if the Student intends to attend the hearing with an advisor.

(E) Evidence

- (1) Before the hearing, the Hearing Panel shall investigate the complaint as it deems appropriate, including by consulting with individuals within or outside of CWSL;
- (2) The Hearing Panel may consider all evidence that it deems appropriate and is not bound by formal rules of evidence. Hearsay evidence may be used to supplement or explain other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible in a California state court civil action;
- (3) Adverse inferences may not be drawn from an accused Student's silence;
- (4) The Hearing Panel shall require witnesses to make an oath of affirmation before presenting oral testimony;
- (5) To sustain a charged violation, CWSL bears the burden of proof by a preponderance of the evidence, except that a violation giving rise to

- a sanction of dismissal from CWSL must be supported by clear and convincing evidence;
- (6) The Hearing Panel may consider evidence it learns of after the Notice, provided that the Panel promptly notifies the Student of the evidence.
- (F) Recording
- CWSL shall make an adequate audio or video recording of the hearing.
- (G) Decision and Notice
- (1) All decisions of the Hearing Panel shall be by a simple-majority vote;
  - (2) Absent extraordinary circumstances, the Hearing Panel shall issue a written report to the Student and Vice Dean within 15 business days of the conclusion of the hearing. The report shall state the Hearing Panel's decision, the reasons supporting the decision, and any sanction the Hearing Panel is imposing. The report shall also indicate whether the Hearing Panel concludes that the sanction should be included on the Student's transcript.
- (H) Waiver
- The accused Student may voluntarily, in writing, waive any of the time periods or other conditions set out in this section, with the consent of the chair of the Committee.

## 115. Sanctions

- (A) A sanction imposed on a Student must be proportionate to the seriousness of the violation;
- (B) One or more of the following sanctions may be imposed on a Student found, through informal resolution process or after a formal hearing, to have violated this Code:
  - (1) CENSURE: Written reprimand;
  - (2) RESTITUTION: Reimbursement to the injured person(s) or to CWSL in the case that the offending Student derives economic benefit from the wrong;
  - (3) GRADE REDUCTION: When the misconduct consists of academic dishonesty, reduction of a Student's grade in the affected course or issuance of an administrative "F" or "NC";
  - (4) EXCLUSION FROM ACTIVITIES: Exclusion of the Student from designated activities, which may include classes, for a specified period;
  - (5) SUSPENSION: Suspension of student status for a specified period. A suspended student will not participate in classes and typically will be barred from CWSL activities and CWSL Premises;
  - (6) DISMISSAL: Permanent termination of student status and dismissal from CWSL;
  - (7) REVOCATION: Revocation of a degree where admission to CWSL or award of a CWSL degree was obtained through fraud or academic

dishonesty;

- (8) INTERIM EXCLUSION FROM ACTIVITIES OR SUSPENSION: CWSL may impose an interim exclusion from activities, which may include classes, or an interim suspension of student status for a specified period when there is reasonable cause to believe this is in the best interest of CWSL before final disposition on an alleged violation. An interim-suspended Student will not participate in classes and typically will be barred from CWSL activities and CWSL Premises.
- (C) The Vice Dean may order that a sanction be noted on a Student's transcript. When a sanction is noted, CWSL will report that sanction to any State Bar to which the Student has applied for admission and to any State Bar in which the Student has previously been certified for admission. A disciplinary sanction, whether or not noted on the Student's transcript, will be recorded in the Student's official CWSL record, and will be reported to any licensing authority making an inquiry.
- (D) In lieu of a sanction, a Student may receive a written warning that a future violation of the Code will be cause for disciplinary action. A warning is not a disciplinary sanction, will not be recorded in a Student's official CWSL record, and will not be reported to a licensing authority, unless the Student is subsequently sanctioned for a violation of this Code.
- (E) The imposition of a sanction or issuance of a warning may be conditioned on the Student completing an apology, reflection, restorative act, work assignment, service to CWSL, or other action. Any such condition shall be in writing. If the Student does not complete the condition(s), the Vice Dean may impose an additional sanction.
- (F) Notification
- When a disposition is final, the Vice Dean shall notify the complainant that the matter is resolved. Because of the privacy right of the accused Student, the Vice Dean is not required to disclose any information about the nature of the disposition.

#### **116. Appeal to the Dean**

- (A) A Student may appeal an interim sanction, administrative action, or a decision of the Hearing Panel to the Dean within 15 business days of imposition of the sanction, action, or receipt of the decision. The appeal must be made in writing and state the grounds of the appeal.
- (B) The Dean may grant an appeal after the deadline listed in paragraph §116(A) upon a showing of new information or other good cause for delay and that the appeal was made as soon as possible under the circumstances.
- (C) The Dean will hear an appeal of a Hearing Panel decision only where the Student pleads one or more of the following grounds:
- (1) The Hearing Panel committed a procedural error or omission that materially influenced the outcome of the hearing;
  - (2) The evidence was not sufficient to support the decision;
  - (3) The imposed sanction was disproportionate to the offense;
  - (4) One or more of the Hearing Panel members were incapable of making

- an impartial decision;
  - (5) There is new information, not reasonably available at the time of the hearing, that could substantially impact the original finding or sanction.
- (D) On appeal, the Dean shall review the interim sanction, administrative action, or the decision of the Hearing Panel and do one of the following:
  - (1) Affirm the Hearing Panel's decision;
  - (2) Overrule the Hearing Panel's decision;
  - (3) Reduce the sanction(s) imposed;
  - (4) Request additional information, including a written submission from the Student and a response from the Hearing Panel;
  - (5) Remand the case to the Hearing Panel.
- (E) The Dean's decision on the appeal shall be in writing and shall be sent to the Student, the Vice Dean, and the members of the Hearing Panel.
- (F) If the Dean takes an action other than affirming the Hearing Panel's decision, the Dean's written decision shall include the reasons for the Dean's action. In such cases, a copy of the Dean's decision shall be sent to the Faculty Executive Committee.
- (G) The Dean's decision on the appeal is final.

**117. Records and Recording Policy; Interpretation**

- (A) The Vice Dean shall maintain the recording of all formal hearings under §114(B) and a digital and paper copy of the complaint in question for at least 10 years. The record shall include the identity of the Student and complainant, the date and nature of the complaint, and its disposition.
- (B) All questions of interpretation of this Code shall be resolved by the Vice Dean.

# VII. SEXUAL ASSAULT AND HARASSMENT RESOURCES

## WHAT TO DO IN CASE OF SEXUAL ASSAULT OR HARASSMENT

Any California Western School of Law (California Western) student or employee who has experienced sexual assault is encouraged to **immediately notify law enforcement and/or seek immediate medical assistance**. Timely reporting and a medical examination with 72 hours are critical in preserving evidence of sexual assault and proving a criminal or civil case against a perpetrator. However, a student or employee may report incidents of sexual assault, harassment or violence at any time.

## EMERGENCY ASSISTANCE AND CONTACT INFORMATION

POLICE AND LOCAL EMERGENCY ROOMS <sup>10</sup>	HOSPITALS (SART <sup>11</sup> resource facilities)	COUNSELING AND CRISIS CENTERS
Emergency <b>9-1-1</b>	Balboa Naval Medical Center <b>619-532-8275</b>	CA Crime Victims Crisis Hotline <b>619-232-3300</b>
San Diego Police <b>619-531-2000</b> (24/7 Main #)	Children's Hospital <b>858-576-5803</b>	Center for Community Solutions (CCS) Sexual Assault or Domestic Violence <b>858-272-1767</b> <b>888-385-4657</b> (Hotline Toll Free)
Scripps Mercy Hospital <b>619-686-3800 (ER)</b>	Palomar Hospital <b>760-739-3800</b>	Women's Resource Center <b>760-757-3500</b>
Sharp Memorial Hospital <b>858-939-5611 (ER)</b>	Pomerado Hospital <b>858-613-4457</b>	
UCSD Medical Center – Hillcrest		

<sup>10</sup> Under California law, medical personnel are required to report to the police instances in which they observe physical injury caused by sexual assault.

<sup>11</sup> SART stands for "Sexual Assault Response Teams" and they are trained to assist victims of sexual assault, collect evidence using SART/rape kits, and work with local police and state officials.



**619-543-6222 (Main)**

Individuals are encouraged to make a prompt report to California Western. The complainant's identity and the allegations are typically revealed only to those who need to know, including: the alleged target of harassment (if different from the complainant); the alleged harasser; any witnesses; and California Western officials responsible for investigating and/or making decisions regarding the complaint. Retaliation against any party involved in connection with a complaint is a separate actionable offense. Confidentiality will be maintained throughout the investigative process to the extent practical and appropriate under the law.

## **CONFIDENTIAL AND NONCONFIDENTIAL REPORTING OPTIONS**

### **Confidential Reporting Options**

Individuals are encouraged to make a prompt report to law enforcement and to the school. Confidential resources will not share information with the school nor will speaking with a confidential resource trigger action by the school unless there is an imminent threat to self or others.

CA Crime Victims Crisis Hotline

**619-232-3300**

San Diego Rape Crisis Hotline - CCS

**888-385-4657** Toll Free

San Diego Victim Assistance Program

**619-531-4041**

Women's Resource Center

**760-757-3500**

### **Non-Confidential Reporting Options**

Non-confidential resources have an obligation to report or take action on any complaints they receive. To the extent permitted by law, the confidentiality and identities of all parties involved will be observed provided it does not interfere with the School's ability to conduct an investigation or take any corrective action deemed appropriate. California Western encourages all individuals to make a prompt report to the school using the options below. The Campus Resources are

required to refer such incidents to the Title IX Coordinator who will ensure a prompt and equitable review, investigation, and resolution.

On Campus	Off Campus	
<p>Title IX Coordinator Dean of Students <b>619-515-1588</b> <a href="mailto:TitleIXCoordinator@cwsf.edu">TitleIXCoordinator@cwsf.edu</a></p> <p>Deputy Coordinator – Employees Vice President of Administration <b>619-515-1593</b> <a href="mailto:DeputyCoordinator-Employees@cwsf.edu">DeputyCoordinator-Employees@cwsf.edu</a></p> <p>Campus Security <b>619-525-1417</b></p>	<p>Deputy Coordinators - Students</p> <p>Asst. Dean for Student Affairs <b>619-515-1576</b> <a href="mailto:DeputyCoordinator-Students@cwsf.edu">DeputyCoordinator-Students@cwsf.edu</a></p> <p>Asst. Dean for Academic Achievement <b>619-515-1578</b> <a href="mailto:DeputyCoordinator-Students@cwsf.edu">DeputyCoordinator-Students@cwsf.edu</a></p>	<p>San Diego Police Dept. <b>619-531-2000</b> (non-emergency) <b>619-531-2210</b> (sex crimes unit)</p> <p>San Diego County Office of the District Attorney <b>619-531-4040</b></p> <p>San Diego Office of the City Attorney <b>619-236-6220</b></p> <p>San Diego Victim Assistance Program <b>619-531-4041</b></p>

## GENERAL INFORMATION

### Title IX and Violence Against Women Reauthorization Act (VAWA)

Title IX prohibits discrimination on the basis of sex in any federal funded education program or activity. Sexual harassment, which includes sexual violence, is a form of sex discrimination. VAWA prohibits domestic violence, dating violence, sexual assault, and stalking. For information about Title IX compliance or VAWA, please contact the Title IX Coordinator above.

### Review, Investigation, and Resolution

California Western will support any complainant or respondent in understanding how to navigate the complaint processes. In general, California Western, after consultation with a complainant, will pursue a Title IX assessment. California Western may then seek an informal resolution or refer the matter for investigation. At the conclusion of the investigation, disciplinary or corrective action may be imposed.

### Interim Measures

At any time during the investigation, California Western may take interim measures to protect the parties involved and ensure that all safety and physical well-being concerns are being addressed. These measures may include separating the parties, placing limitations on contact between the parties, or making alternative arrangements for classes and tests. California Western will not tolerate retaliation and will take immediate and responsive action to retaliation or any violation of protective interim measures.

## VIII. TITLE IX - SEXUAL HARASSMENT AND DISCRIMINATION POLICY

Please refer to the full Title IX Policy which is available on the CWSL website at [https://www.cwsl.edu/files/required\\_disclosures/title\\_ix/cwsl\\_title\\_ix\\_policy.pdf](https://www.cwsl.edu/files/required_disclosures/title_ix/cwsl_title_ix_policy.pdf). Excerpts are provided below.

### SUMMARY

Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in educational programs and activities that receive federal financial assistance. The School is committed to complying with Title IX and providing an educational, working and living environment free from gender or sex discrimination and sexual misconduct.

CWSL seeks to ensure that no student, faculty or staff member is excluded from participation in or denied the benefits of any School program or activity on the basis of sex. This includes all School activities, including, without limitation, academic and campus life and all School programs. Title IX also includes discrimination on the basis of pregnancy and parental status.

CWSL's policy is to provide an environment free of all forms of sex discrimination, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined in this policy and as otherwise prohibited by state and federal statutes.

CWSL prohibits all forms of sexual harassment, including acts of sexual assault and sexual misconduct, which are a form of sex discrimination. This policy also prohibits the sexual harassment by non-CWSL employees and guests doing business or providing services on campus (e.g., contractors and vendors). This policy applies to all CWSL students, faculty, and staff, to other members of CWSL Community, and to contractors, consultants, vendors or anyone else doing business or providing services to CWSL.

The Dean of Students serves as CWSL's Title IX Coordinator and manages the School's compliance with Title IX. When a student, faculty or staff member, or other participant in the School's programs and activities feels that they have been subjected to discrimination on the basis of sex, they may contact the Title IX Coordinator or utilize the Title IX Grievance Procedures to bring concerns forward for the purpose of obtaining a prompt and equitable resolution.

Prohibitions against discrimination and harassment do not extend to statements and written materials that are germane to the classroom or academic course of study.

The Title IX Discrimination and Harassment Policy is intended to define School standards and to outline the investigation and grievance processes when those standards are violated.

### DEFINITIONS

Terms used in this Policy have the following meanings:

**Advisor:** An Advisor is a person who has agreed to provide support and advice to a Complainant or Respondent, subject to the provisions of Section XI.C below.

**Appeal Officer:** The individual responsible for determining an appeal under Section XIII. The Appeal Officer may be CWSL's employee or an external contractor. The Appeal Officer shall not be the Institution's Title IX Coordinator, nor the Investigator or Hearing Officer who were assigned to the matter that is the subject of the Appeal.

**Community Standards Sexual Harassment:** Conduct that does not meet the definition of Title IX Sexual Harassment, but includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, on or off campus, when: 1) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment or academic standing or progress; or 2) submission to or rejection of such conduct is used as the basis for employment decisions or for academic evaluation, grades, or advancement; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating or hostile academic or work environment. Community Standards Sexual harassment may take many forms. Sexual Harassment may consist of repeated actions or may even arise from a single incident if sufficiently extreme.

Community Standards Sexual Harassment may include incidents between any members of the School community, including faculty and other academic appointees, staff, student employees, students, interns, and non-student or non-employee participants in School programs (e.g., vendors, contractors, or visitors). Sexual harassment may occur in hierarchical relationships, between peers, or between individuals of the same sex or opposite sex. To determine whether the reported conduct constitutes sexual harassment, consideration shall be given to the record of the conduct as a whole and to the totality of the circumstances, including the context in which the conduct occurred.

Examples of Community Standards Sexual Harassment include, but are not limited to: subtle or persistent pressure for sexual activity; unnecessary touching, pinching or brushing against a person; requesting or demanding sexual favors concerning employment, academic activities or other school activities; unwelcome communications (verbal, written, electronic, etc.) of a sexual nature; and failure to accept the termination of a consensual relationship with repeated and persistent requests and behavior.

For this Policy, Community Standards Sexual Harassment specifically includes the following acts, **unless** the conduct meets the definition of Title IX Sexual Harassment.

**Non-Title IX Rape** is forced sexual intercourse that is perpetrated against the will of a person or when the person is unable to give consent (i.e., unconscious, asleep, or under the influence of alcohol or drugs) and may involve physical violence, coercion, or the threat of harm to the individual.

**Non-Title IX Sexual Assault** includes physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's mental or physical incapacitation. The conduct may include physical force, violence, threat or intimidation, duress, menace, or fear of immediate and unlawful bodily injury on the person or another.

**Non-Title IX Sexual Battery** is any incident in which the victim's intimate part is touched without consent of the victim, and with specific intent to achieve sexual arousal, gratification, or sexual abuse.

**Non-Title IX Sexual Exploitation** refers to a situation in which a person takes or attempts to take non-consensual or abusive sexual advantage of another. Examples of sexual exploitation include, but are not limited to:

Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed); and  
Taking pictures, video, or audio recording another in a sexual act or in any other private activity without the consent of all involved in the activity or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent).

**Non-Title IX Dating Violence** is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship will be determined based on a consideration of the following factors: 1) the length of the relationship, 2) the type of relationship, and 3) the frequency of interaction between the persons involved in the relationship.

**Non-Title IX Domestic Violence** is defined as abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

**Non-Title IX Stalking** includes conduct directed at a specific person that would cause a reasonable person to— 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress. Such behaviors or activities may include, but are not limited to non-consensual communications (i.e., face-to-face, telephone, email, and social media), threatening or obscene gestures, surveillance, or showing up outside the targeted individual's classroom, residence or workplace. Under California law, stalking means "any person who willfully, maliciously, and repeatedly follows or willfully and maliciously harasses another person and who makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her immediate family is guilty of the crime of stalking..."

**Gender, Gender Identity or Sexual Orientation Discrimination:** Harassment that is not sexual in nature but is based on gender, gender identity, sex- or gender-stereotyping, or sexual orientation is also prohibited by the School's nondiscrimination policies if it denies or limits a person's ability to participate in or benefit from educational programs, employment, or services. While discrimination based on these factors may be distinguished from sexual harassment, these types of discrimination may contribute to the creation of a hostile work or academic environment. Thus, in determining whether sexual harassment exists, the School may take into account acts of discrimination based on gender, gender identity, sex- or gender-stereotyping, or sexual orientation.

**Complainant:** An individual who is alleged to be the victim of Sexual Misconduct.

**Consent:** A knowing, affirmative, conscious, voluntary and mutual decision among participants to engage in sexual activity, as discussed further in Section VIII.

**Formal Complaint:** A document submitted by a Complainant and bearing the Complainant's physical or digital signature, or otherwise indicating that the Complainant is the one filing the

Formal Complaint, requesting that the CWSL investigate the allegations of Sexual Misconduct. The Title IX Coordinator also may sign a Formal Complaint, as discussed in Section XI, but does not become the Complainant by doing so. In order to file a Formal Complaint relating to Title IX Sexual Harassment, a Complainant must be participating in or attempting to participate in CWSL's education program or activity at the time a Formal Complaint is filed.

**Hearing Officer:** The individual responsible for conducting the Hearing under Section XII.E, reaching a decision on responsibility and assigning sanctions, if appropriate. The Hearing Officer may be CWSL's employee or an external contractor. The Hearing Officer shall not be the Institution's Title IX Coordinator, nor the Investigator who investigated the matter that is the subject of the Hearing. CWSL will appoint a single Hearing Officer.

**Informal Resolution Facilitator:** The individual responsible for facilitating Informal Resolution, as discussed in Section XI.D. The Informal Resolution Facilitator may be CWSL's employee or an external contractor.

**Investigator:** The individual responsible for conducting the investigation of alleged Sexual Misconduct, as discussed in Sections XII.A-C.. The Investigator may be CWSL's employee or an external contractor. The Title IX Coordinator may serve as the Investigator.

**Party or Parties:** Party refers to a Complainant or a Respondent. Parties refers to Complainant and Respondent collectively.

**Respondent:** An individual who has been reported to have engaged in any form of Sexual Misconduct or an organization that has been reported to have engaged in Community Standards Sexual Misconduct.

**Sexual Misconduct:** Sexual Misconduct includes Title IX Sexual Harassment and Community Standards Sexual Misconduct.

**Title IX Sexual Harassment:** (a) Definition. Title IX Sexual Harassment means conduct on the basis of sex that involves an employee of CWSL conditioning the provision of an aid, benefit, or service of CWSL on an individual's participation in unwelcome sexual conduct; or an individual engaging in unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to CWSL's education program or activity. Title IX Sexual Harassment also specifically includes the following:

**Title IX Sexual Assault:** Title IX Sexual Assault includes any of the following Sexual Misconduct:

Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the alleged victim.

The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the alleged victim.

Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Non-forcible sexual intercourse with a person who is under the statutory age of consent.

**Title IX Dating Violence:** Violence, including sexual or physical abuse or the threat of such abuse, committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the alleged victim; and (b) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship, and (iii) the frequency of interaction between the persons involved in the relationship.

**Title IX Domestic Violence:** Violence committed by a current or former spouse or intimate partner of the alleged victim, by a person with whom the alleged victim shares a child in common, by a person who is cohabitating with or has cohabitated with the alleged victim as a spouse or intimate partner, by a person similarly situated to a spouse of the alleged victim under the domestic or family violence laws of [state where Institution is located], or by any other person against an adult or youth alleged victim who is protected from that person's acts under the domestic or family violence laws of California.

**Title IX Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress. For purposes of this definition, (a) course of conduct means two or more acts, including, but not limited to, acts in which the alleged stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property; (b) reasonable person means a reasonable person under similar circumstances and with similar identities to the victim; and (c) substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

(b) Jurisdiction. In order to constitute Title IX Sexual Harassment, the alleged misconduct must have occurred (i) in the United States, and (ii) in CWSL's education program or activity, which is defined as locations, events or circumstances over which CWSL exercised substantial control over both Respondent and the context in which the misconduct occurred, or any building owned or controlled by a student organization officially recognized by Institution.

## RETALIATION

Retaliation against an individual for participating in any way in a report, investigation, hearing or other proceeding under this Policy is strictly prohibited. No one may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy. In evaluating whether retaliation has occurred, CWSL may consider whether the conduct in question constituted the exercise of rights protected under the First Amendment or was covered by another Institution policy, including with respect to freedom of expression or academic freedom. CWSL will address allegations of Retaliation under this Policy which will be treated as a form of Sexual Misconduct, and handled Under Sections XII through XIII, below.

## CONSENT

A person who wants to engage in a specific sexual activity is responsible for obtaining Affirmative Consent for that activity. Affirmative consent requires an affirmative, conscious and voluntary agreement to engage in sexual activity. Neither the lack of protest nor resistance nor silence

constitutes consent, and consent may be withdrawn at any time. Affirmative consent must be given by all parties to sexual activity.

**Consent** is *informed*. Consent is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity.

Consent is *voluntary*. It must be given without coercion, force, threats, or intimidation.

Consent means positive cooperation in the act or expression of intent to engage in the act pursuant to an exercise of free will.

Consent is *revocable*. Consent to some form of sexual activity does not imply consent to other forms of sexual activity. Consent to sexual activity on one occasion is not consent to engage in sexual activity on another occasion. A current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Even in the context of a relationship, there must be mutual consent to engage in sexual activity. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately.

Consent cannot be given when a person is *incapacitated*. A person cannot consent if s/he is unconscious or coming in and out of consciousness. A person cannot consent if s/he is under the threat of violence, bodily injury or other forms of coercion. A person cannot consent if his/her understanding of the act is affected by a physical or mental impairment. For purposes of this Policy, the age of consent is eighteen (18).

Related Definitions:

**Coercion** is the practice of forcing another party to act in an involuntary manner by use of intimidation or threats or some other form of undue pressure or force. Coercion may include the use of emotional manipulation to effectively remove that person's free will to engage in sexual activity. Being coerced into having sex or performing sexual acts is not consenting sex and may be considered Sexual Misconduct.

**Force** is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation and coercion that overcomes resistance or produces consent.

**Incapacitation** is the state where someone cannot make rational, reasonable decisions due to a lack of capacity to give knowing consent (e.g., to understand the "who, what, when, where, why, and how" of the sexual interaction). Sexual activity with someone who is, or based on circumstances should reasonably have known to be, mentally or physically incapacitated (i.e., by alcohol or other drug use, unconsciousness or blackout) constitutes a violation of this Policy. A person whose incapacity results from mental disability, sleep, involuntary physical restraint, inability to communicate due to mental or physical condition and/or from the consumption (voluntary or otherwise) of incapacitating drugs cannot give consent. In evaluating incapacitation, the Respondent will be found responsible if they knew or reasonably should have known that the Complainant was incapacitated, from the perspective of a reasonably sober person. It is not a valid excuse that the Respondent believed the Complainant consented if the Respondent's belief arises from his or her own intoxication or recklessness or the Respondent did not take reasonable steps to ascertain whether the complaint affirmatively consented.

## REPORTING SEXUAL MISCONDUCT



Any person may report conduct constituting possible Sexual Misconduct to the Title IX Coordinator in person, by mail, by telephone, or by email. The School encourages individuals who believe they have been subject to any Sexual Misconduct to clearly and promptly notify the Title IX Coordinator. The Title IX Coordinator or designee will promptly contact the Complainant to discuss the availability of Supportive Measures and to explain the process for filing a Formal Complaint.

Complainants are encouraged, but not required, to proceed with a Formal Complaint. If the Complainant desires to proceed with a Formal Complaint, the Title IX Coordinator or designee will begin the Formal Complaint Processes. If the Complainant decides not to submit a Formal Complaint, the Title IX Coordinator may sign a Formal Complaint when the Title IX Coordinator deems doing so necessary to address the possible Sexual Misconduct, including in order to provide a safe and nondiscriminatory environment for all members of CWSL's community. In deciding whether to sign a Complaint if the Complainant elects not to do so, the Title IX Coordinator will consider the factors set out. A Complainant is not required to submit a Formal Complaint in order to receive Supportive Measures.

## **IX. ALCOHOL AND DRUG POLICY**

### **I. PREFACE**

California Western School of Law ("California Western" or "School") strives to maintain an environment that promotes the health and safety of the community and responsible choices and behaviors of its members concerning the use of alcohol. California Western recognizes that the consumption of alcohol, in moderation, by persons of legal drinking age, can be a component of the social environment at a school. In compliance with federal law, and consistent with the School's commitment to a drug-free work and education environment, the following Policy applies to all students and employees.

The purposes of this Policy are to offer a set of fundamental principles and to define acceptable and unacceptable behavior with regard to alcohol and other drugs in the School, thereby promoting and fostering a professional environment on campus where moderate consumption of alcohol may be allowed. The following outlines the risks associated with alcohol and other drug abuse and the School's response to this unacceptable behavior.

Abuse of alcohol and drugs in the academic environment is detrimental to the maintenance of an effective academic program, quality academic performance, and institutional reputation. Such abuse is further detrimental to the health and safety of students, faculty, staff, and visitors to campus. California prohibits the illegal and irresponsible use of alcohol and other drugs. The School will enforce federal, state, and local laws, as well as its own alcohol and drug policies. Procedures that support these laws and policies will be instituted and enforced.

California Western explicitly recognizes that its students are adults, are in academic preparation for entry into the legal profession and are expected to obey the law and to take personal responsibility for their conduct in compliance with the law, this Policy, and the Student Honor Code. California Western hereby fully disclaims any intention to assume a duty to protect students against their own abuse of alcohol or drugs, or to protect third persons from the conduct of students. California Western employees are expected to obey the law and to take personal responsibility for their conduct in compliance with the law, this Policy, and any other applicable

policies and procedures. Where individual conduct warrants, however, the School will discipline students and employees if the use of alcohol or drugs threatens to create a public disturbance, disorder, property damage, or danger to the student or employees themselves or to others. Appropriate disciplinary action will be taken, up to and including expulsion or discharge, and appropriate legal authorities will be informed, when a student or employee's illegal use of alcohol or drugs comes to the attention of the School. Violations will be handled according to the procedures set forth in the Student Honor Code, the Employee Handbook, or the Faculty Handbook.

## **II. ALCOHOL POLICY**

The possession and consumption of alcoholic beverages on the California Western campus and at CWSL sponsored events are governed by appropriate federal, state and local laws, and by this Policy. California Western and California law restrict the sale, consumption or furnishing of alcohol on campus and at CWSL sponsored events. California Western expects and requires that every organization and individual shall act in conformity with appropriate laws and this Policy, and in so doing will engage in responsible behavior.

On campus and at CWSL sponsored events, permission to serve alcohol at any time must be obtained, in writing, from the Assistant Dean for Student Affairs for events where students will be present, and from the V.P. of Administration for all other events. Alcohol may be served in accordance with the rules set forth in the "Policy for Room Bookings" and it may be served solely at invitation-only, private functions hosted by authorized users of the booked space.

### **A. Prohibited Conduct**

It is unlawful to sell, furnish or give away alcohol to a person under the age of 21. The possession of alcohol by anyone less than 21 years of age in a public place or a place open to the public is illegal. It is also a violation of this Policy for anyone under the age of 21 to possess or consume alcohol in any area of the School. Bringing alcohol into a classroom or any part of the campus other than a designated area is prohibited.

### **B. Health Risks**

Alcohol consumption causes a number of marked changes in behavior. Even low doses may significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increases the incidence of a variety of aggressive acts, including domestic abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described. Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life-threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

The risks associated with the abuse of alcohol are numerous and include physical and mental impairment, emotional and psychological deterioration and devastating effects on family, friends, and fellow classmates. There are obvious risks such as suffering a hangover, being charged with driving under the influence or while intoxicated, and sustaining or causing personal injury. In addition to the risk to the abuse of alcohol are the risks to fellow classmates

and the public. There are a number of less obvious risks associated with alcohol and the other drug abuse students and employees might not realize, including:

- Poor academic performance.
- Poor job performance.
- Poor social interactions.
- Unwanted and inappropriate sexual activity.
- Sexually transmitted diseases.
- Unplanned pregnancy.
- Jeopardizing future career prospects (i.e. completing law school, admission to the state bar, and employment with the federal government).

### **C. Alcohol Policy Violations**

At California Western, any student or employee determined to have violated this Policy will be subject to disciplinary action. Penalties may include suspension or dismissal. Depending on the nature and seriousness of the infraction, the authorities may be contacted for criminal prosecution. Students or employees also may be required to participate in and/or successfully complete a drug or alcohol evaluation, assistance or rehabilitation program, either in conjunction with such discipline or otherwise.

Under the Student Reporting Requirements (Disclosure Statement), students have an obligation to notify the Vice Dean for Academic and Student Affairs immediately if they are “apprehended, cited, arrested, taken into custody for, charged with, indicted, or tried for, or plead guilty or no contest (nolo contendere) to, the commission of any felony or misdemeanor or the violation of any law, except for minor traffic violations unrelated to the use of intoxicants.” For example, students must report any arrests or citations for alcohol or drug violations to the Vice Dean for Academic and Student Affairs.

## **III. DRUG-FREE WORKPLACE AND CAMPUS ENVIRONMENT**

In compliance with federal law consistent with the School’s commitment to a drug-free work and education environment, this Policy applies to all students and employees of California Western. Students and employees are expected to comply with local and state laws pertaining to alcoholic beverages, controlled substances and illegal drugs.

In addition, the unlawful manufacture, distribution, sale, possession, consumption, use or transportation of alcoholic beverages, controlled substances and illegal drugs and/or possession of drug paraphernalia by any student or employee on School property, at any School-sponsored student activity, or at School approved events or activities off campus shall be strictly prohibited. This may include possession of alcoholic beverage containers. Both state law and the School’s policies prohibit the purchase, possession, and/or consumption of alcohol by any person under the age of 21.

### **A. Drug Abuse**

Drug abuse, which includes the unlawful manufacture, possession, distribution, dispensation, or use of controlled or prohibited drugs on school premises, is strictly prohibited. Violations will result in appropriate disciplinary action up to and including dismissal from the school, termination of employment, loss of student financial aid, referral for criminal prosecution when warranted, and notification of appropriate regulatory agencies as required.

## **B. Health Risk**

As part of its required drug free awareness program, California Western emphasizes the fact that drug abuse is dangerous and harmful to the abuser as well as to other employees and students. The health risks associated with the use of illicit drugs and the abuse of controlled substances include various physical and mental consequences including addiction, severe disability and death.

## **C. Drug Policy Violations**

All employees or students engaged in the performance of a federal grant or contract are further advised that full compliance with the requirements set forth in this statement is a specific condition of their employment under any federal grant or contract involving California Western. Compliance is also a specific condition of their employment for those not involved with federal grants or contracts.

## **D. Consequences of Criminal Conviction**

Employees and students are obligated to notify the Dean of Students or the Vice President of Administration, of any criminal conviction for violation of drug statute occurring in the School or any related premises not later than five (5) days after such a conviction.

If the convicted employee or student received money from a federal grant or performs duties funded by a federal grant, CWSL will notify the granting or contracting agencies involved within ten (10) days of receiving notice of any drug statute conviction. **A conviction of any offense involving the possession or sale of illegal drugs can result in a loss of student eligibility for federal financial aid.**

Within thirty (30) days of notification, CWSL will take appropriate action up to and including termination or expulsion. In appropriate situations, the School may, among other sanctions, dismiss the person or require employees and students convicted of criminal drug statute violation in the institution to participate satisfactorily in a drug rehabilitation program.

## **IV. ALCOHOL AND DRUG COUNSELING INFORMATION**

There is no available on-campus counseling but various treatment programs are available in San Diego County. Students and employees who are in need of assistance regarding alcohol or drug abuse may be eligible to participate in drug counseling and/or drug rehabilitation programs available in the community. The Office of Student Affairs has developed resources to assist students with appropriate referrals and information concerning drug and alcohol education, counseling, treatment, rehabilitation or re-entry programs that may be available in the community. Contact Student Affairs for additional information and resources. Human Resources can assist employees with obtaining appropriate referrals and information concerning drug and alcohol education, counseling, treatment, rehabilitation or re-entry programs that may be available in the community. Students and employees concerned about alcohol and drug abuse, and rehabilitation are also encouraged to contact their physician or medical provider.

California Western recognizes that alcoholism and other substance dependencies are highly complex issues, which may be successfully treated. Students and employees who have a problem which they feel may affect their academic or job performance should seek assistance from one of the many treatment programs available in the community. In instances where it is necessary, a leave of absence from the School may be granted to students and employees for alcohol and drug abuse treatment or rehabilitation on the same basis as for other health-related problems. Through the local resources, students and employees have access to professional counseling services and community resources for problems related to alcohol and drug abuse, as well as

relationship, career and academic stress, and family, financial, legal and other problems. Pamphlets that discuss alcohol and drug abuse are available from Student Affairs or Human Resources.

## X. STUDENT REPORTING REQUIREMENTS

Students have an obligation to notify the Dean of Students within ten days of the occurrence of any of the following: (1) you are apprehended, cited, arrested, taken into custody for, charged with, indicted, or tried for, or plead guilty or no contest (nolo contendere) to, the commission of any felony or misdemeanor or the violation of any law, except for minor traffic violations unrelated to the use of intoxicants; (2) you are found guilty of an honor code violation at any institution of higher learning; (3) become a plaintiff or defendant in a civil lawsuit; (4) receive an order of expungement or similar order for a criminal conviction; or (5) you are subject to disciplinary action by any educational institution, governmental, or administrative agency (including any branch of the Armed Forces), or employer. **Written notification must be submitted to the Dean of Students.** Failure to provide timely notification to the law school may constitute an Honor Code violation.

Updated August 2023

## XI. CONSUMER NOTICES - Miscellaneous

### I. CONSTITUTION DAY

Constitution Day is the holiday that recognizes the adoption of the United States Constitution and those who have become U.S. citizens. It is observed on September 17, the day the U.S. Constitutional Convention signed the Constitution in 1787. In 2004, the holiday was renamed “Constitution Day and Citizenship Day”, and all education institutions who receive federal funding are required to commemorate the history of the American Constitution on this day. On Constitution Day, California Western encourages students to reflect on the liberties and freedoms protected by our Constitution. Be sure to check the calendar on the school website for Constitution Day activities. When Constitution Day falls on a weekend or on another holiday, schools and other institutions observe the holiday on an adjacent weekday.

### II. VOTER REGISTRATION

In compliance with the Higher Education Opportunity Act, California Western School of Law provides voter registration information to students. In general, any person who is a United States citizen and will be 18 years old as of the next election is eligible to register to vote.

For a completed list of eligibility requirements or if you have any other questions, visit <http://www.sos.ca.gov/elections/frequently-asked-questions/>, or contact the Secretary of State's Elections Division at (800) 345-8683.

[The Secretary of State's website provides detailed information about registering to vote in California. To register, you will need to complete a Voter Registration Form. As detailed on the website, there are many ways to get the form:](#)

#### I. Register Online or Download Form

You can apply to register to vote right now by filling in an online application. Voter registration forms can be filled in and/or downloaded at <http://registertovote.ca.gov/> or <http://www.sos.ca.gov/elections/voter-registration/>.

## **II. Pick Up a Voter Registration Application**

You can also pick up a paper voter registration application at your county elections office, library, Department of Motor Vehicles offices, or U.S. post office. It is important that your voter registration application be filled out completely and be postmarked or hand-delivered to your county elections office at least 15 days before the election.

## **III. Absentee Ballot**

If you are already registered and want an absentee ballot, contact your County Board of Elections in the county/state where you are registered.

Your vote counts! Register to vote - it's easy!

# **E. REGISTRAR INFORMATION**

## **I. GENERAL INFORMATION**

**OFFICE HOURS: THE REGISTRAR'S OFFICE IS OPEN WEEKDAYS MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.**

The Registrar's Office is responsible for all records concerning a student's academic history. In addition to conducting registration, the office is responsible for class schedules, course descriptions, grades, transcript requests, letters of good standing, and information on state bar requirements and applications. For more information, please visit the Registration and Records page on the school's website at [https://www.cwsl.edu/current\\_students/registrar/index.html](https://www.cwsl.edu/current_students/registrar/index.html).

## **II. ADDRESS CHANGES**

It is important that students keep the Registrar's Office informed of their current mailing address. Important notices and information are mailed throughout the year. Change of address forms are available at the Registrar's Office or on the [Registrar's website](#).

## **III. REGISTRATION FOR COURSES**

Registration is conducted through the [Student Portal](#) during the Fall trimester for the upcoming Spring, in the Spring trimester for Summer classes and during the Summer for Fall classes. Semester class schedules, course descriptions, and other registration information are available on the Registrar's website.

First-year students are automatically enrolled in their first-year classes.

## **IV. ADDING/DROPPING CLASSES**

Upper-class students may add or drop classes within the allowed add/drop periods (see Academic Policies Section 3.05). A first-year student may add, drop, or change courses or sections ONLY with permission of the Vice Dean for Academic Affairs. Such permission will be granted only in exceptional circumstances. See “Statement of Academic Policies” Section 3.05. Petition forms are available online on the Registrar’s website under [Forms, Petitions, and Requests](#).

## **V. ATTENDANCE**

The American Bar Association requires regular and punctual class attendance. Attendance records are maintained by the Faculty Support Services Office and information regarding the number of missed classes can be obtained from Canvas under the Qwickly tab or from the Faculty Support Services office for online courses.

## **VI. BAR ADMISSION – CERTIFICATIONS**

For information on Admission to the State Bar of California and other states, please see State Bar Information on the Registrar’s website under Registration and Records. Bar admission rules and practices vary with each state and are subject to change. Specific, up-to-date answers to questions concerning applications and admission requirements should be obtained from the bar admission administrator of the jurisdiction involved. Students are encouraged to familiarize themselves with the rules of the state in which they intend to seek admission, especially those rules relating to registration, deadlines, residency requirements, character and fitness, and courses which may be required during law school.

## **VII. ENROLLMENT CERTIFICATIONS AND LETTERS OF GOOD STANDING**

To request a letter certifying enrollment or good standing, fill out a request form available on the Registrar’s website under [Forms, Petitions, and Requests](#).

## **VIII. GRADES**

Grades for each semester are released after all grades have been submitted to the Registrar. Grades are available online through the [Student Portal](#).

## **IX. GRADUATION CERTIFICATIONS**

Certifications of graduation are processed upon completion of all graduation requirements and after the degree has been posted. Graduation certification forms for the state bar are generally included in the bar registration/application for each state and must be requested and obtained by the student from that state’s bar admissions office. Links to the various State Bar Admissions Offices are on the on the Registrar’s website.

## **X. PETITIONS**

Petitions regarding academic matters should be directed to the Vice Dean for Academic Affairs. The forms are available in the Registrar’s Office, the Vice Dean’s Office, and on the Registrar’s website under Registration and Records.

## XI. RANKING/CLASS STANDING

After the posting of grades for each trimester, students are ranked by class year (see Academic Policies, Section 6.08) on the basis of their cumulative grade point average. Full-time first-year students are not ranked until the end of the first year (completion of two trimesters). Part-time students are ranked after the completion of their third trimester or after having successfully completed 27 units (whichever comes first).

## XII. STUDENT LOAN DEFERMENTS

The Law School certifies student enrollment through the National Student Clearinghouse.

## XIII. TRANSCRIPTS

Official Transcripts can be ordered online via the Web 24/7 through the National Student Clearinghouse at [Transcript Ordering](#). All major credit cards are accepted for online orders only.

## XIV. STATE BAR OF CALIFORNIA

The State Bar of California, Office of Admissions, requires applicants to complete the following applications: (note there are **three** separate and distinct applications)

### 1. Registration with the State Bar of California - Committee of Bar Examiners

Prior to submitting the Moral Character Application or the application to take the Bar exam, you must first be registered with the State Bar. Registration during your first year of law school is recommended. The application for Registration is available on the State Bar website at <http://www.calbar.ca.gov/admissions>.

### 2. Application for Determination of Moral Character

An application for Determination of Moral Character must be filed and a determination completed prior to admittance to the California State Bar. An application can be filed at any time after registering as a law student. The Committee of Bar Examiners of the State Bar of California recommends that this application be filed at the beginning of the final year of law study. Application materials are available on the State Bar website at <http://www.calbar.ca.gov/admissions>.

**Students should be aware that the Bar Examiners in most states request the Dean to certify the good moral character and fitness of each Law School graduate who seeks admission to the Bar.**

For example, the State Bar of California's "Law School Declaration" form asks the school whether the law school's records reflect that the graduate has been:

- denied admission to practice law in another state;
- arrested or otherwise charged formally or informally with a violation of the law;
- accused of a violation of trust;



- knowingly delinquent regarding any financial obligations;
- disciplined by any educational institution;
- disciplined by any licensing authority;
- diagnosed or treated for a chemical dependency that would currently interfere with the ability to practice law;
- amended applications.

The last question on the Law School Declaration form is “Do you have any reason to question the applicant’s fitness for admission to practice law?”

In completing this form for the State Bar, the law school will review each student’s file and provide answers to the above questions based on the student’s law school record and information submitted by the student on their law school application.

### **3. California Bar Exam (administered twice a year: February and July)**

Applications for the California Bar Exam are available online at the State Bar of California website: <https://www.calbar.ca.gov/admissions>. Applications for the February exam are generally available in September and applications for the July exam are available in March.

If you have any questions concerning any of the applications, please stop by the Registrar’s Office or visit the State Bar website at <https://www.calbar.ca.gov/admissions>. You can also call the State Bar of California, Committee of Bar Examiners, at (213) 765-1500.

## **F. BUSINESS OFFICE POLICIES & PROCEDURES**

**Location: Building #225, 1<sup>st</sup> Floor**  
**Email: [studentaccounts@cwsl.edu](mailto:studentaccounts@cwsl.edu)**  
**Phone #: (619) 515-1594**

**Website: [https://cwsl.edu/current\\_students/business\\_office/index.html](https://cwsl.edu/current_students/business_office/index.html)**

**Regular Office Hours:**  
**Monday through Friday**  
**8:00 a.m. to 5:00pm**

The Business Office serves California Western students by maintaining financial records and providing financial information. Business Office processes include processing billings for tuition, fees, and other charges; collecting receivables, payments; disbursing loan funds & excess funds; maintaining the student accounts on behalf of the school; and issuing checks for reimbursement requests.

Any student who wishes to discuss their Business Office accounts or need further explanation of the policies and procedures presented in this section are encouraged to [contact the Business Office](#).

## 1.0 TUITION AND FEES

The Business Office seeks to present timely and accurate trimester billing for tuition and fees to CWSL students, as well as timely notification of other charges or adjustments, so that students can make timely payments or payment arrangements. CWSL will email a tuition and fee statement to the students' e-mail address on record after initial registration has closed.

Students are responsible for their account balance (refer to section F.9.0) and the respective Business Office policies and procedures presented in this handbook. If a student does not receive a statement before the tuition due date (refer to section F.1.1), it is the student's responsibility to [contact the Business Office](#) immediately. Any changes to registration after the initial registration could change the tuition charge; the student is responsible for any additional tuition due as a result of changes they make to their class schedule. Students who believe there is an error on their bill or account, must notify the Business Office immediately and before the tuition due date to minimize any additional charges (See section F.1.5). Students are also encouraged to check their student email accounts regularly regarding their accounts with the Business Office.

**1.1 Due Date** – Students can find the upcoming published trimester tuition due date on the CWSL Student Calendar and on the [Business Office website](#) before registration begins. Typically, tuition and fees for each trimester are due approximately 2-3 weeks prior to the first day of class for courses or programs enrolled in during the normal enrollment periods. Alternatively, tuition charges for any changes in enrollment made after the tuition due date (see section F.1.3), the student activity fee (see section F.1.4.3), and fees incurred for other items (see sections F.1.5), are due when such action is taken. For payment options, see section F.2.0.

**1.2 Deferment of Tuition** – Deferment of the due date for paying tuition may be available for students who will receive sufficient financial aid or where an authorized third party is paying for their tuition. The Business Office will approve the deferment with submission of the required form, compliance with the requirements noted in sections below, and having a signed Student Financial Responsibility Agreement on file by the tuition due date. Upload the appropriate form and documents to the secure repository: <https://securenet.cwsl.edu/SAFileUpload/>.

Visiting students are eligible for tuition deferment if they meet all requirements and have completed a consortium agreement with the CWSL Financial Aid Office.

**1.2.1 Deferment based on federal and/or private student loans** - A deferment for paying the current term's tuition based on financial aid will be granted to a student who has completed these steps:

- a) Has applied to the CWSL Financial Aid Office by the financial aid due date for student loans for the current term (see **Financial Aid Policies and Procedures**, section G.IX).
- b) Has submitted all necessary documentation for qualifying for such loan and has been cleared by the CWSL Financial Aid Office for disbursement of funds.
- c) Has an approved [Request for Deferment/Promissory Note](#) (download

pdf by clicking link) form on file with the Business Office by the tuition due date.

- d) Has a signed [Student Financial Responsibility Agreement](#) (download pdf by clicking link) on file with the Business Office by the tuition due date; and
- e) Has ensured the net student loans to be received are at least equal to the outstanding tuition and fees balance or has paid the remaining balance after the net loans have been applied to their account.

After the tuition due date, if any loan is denied leaving the student with an account balance, the account balance will become due in full and will be placed in **Past Due Status** (see section F.3.0), pending any appeals made by the student. It is the responsibility of the student to advise the Business Office immediately of the denial of the loan pending and any appeals in process.

Deferment of the account during the appeal process may be granted by the Business Office; however, appeals not processed successfully and cleared within 30 days of the notice of denial will no longer constitute a valid reason for deferral.

**1.2.2 Deferment based on approved payment plan** – A deferment for paying the current term’s tuition based on having an approved payment plan for the upcoming term will be granted to a student who has completed these steps:

- a) Students must have applied for financial aid and been denied or found ineligible for some or all financial aid available.
- b) Students desiring a payment plan should contact the Business Office to make arrangements at least 1 week prior to the tuition due date for the applicable trimester.
- c) The Business Office will issue a payment plan agreement form (if approved) which may include the \$25.00 set-up fee (see section F.1.5.6), the Student Activity Fee \$75.00, and tuition charges for the trimester. Signed payment plan agreement forms are due along with the first installment payment by the tuition due date for the applicable trimester. Noncompliance with the terms of previous payment plans may constitute grounds for denial.
- d) Payments must be made in no more than four installments of equal amounts. The first payment is due by the tuition due date (see section F.1.0) and the final payment is due no later than the last week of classes for the applicable trimester.
- e) If any scheduled payment is late, the student will be considered to be in **Past Due Status** (see section F.3.0). A late fee of \$50 may be charged to the account (see section F.1.5.5). If the payment is more than 10 days late, the payment plan agreement is cancelled, and all remaining principal becomes due immediately with late fees assessed according to the late fee policy.

Approval for the payment plan is not guaranteed and must be requested each term. Not complying with the terms of the payment plan may impact approval for a future term’s payment plan.

**1.2.3 Deferment based on Veterans Administration or Vocational Rehabilitation programs** - Students that are eligible for these benefits may be granted

deferment. (See section **Financial Aid Policies and Procedures**, G.II.) Students qualifying for these benefits must have submitted an approved [Deferment Request Form/Promissory Note](#) (download pdf by clicking link) by the tuition due date to have payment of their tuition charges deferred.

After the tuition due date, if the anticipated third-party funds are denied, leaving the student with an account balance, the account balance will become due in full and will be placed in **Past Due Status** (see section F.3.0), pending any appeals made by the student. It is the responsibility of the student to advise the Business Office immediately of the denial of the funds pending and any appeals in process. Deferment of the account during the appeal process may be granted by the Business Office; however, appeals not processed successfully and cleared within 30 days of the notice of denial will no longer constitute a valid reason for deferral.

**1.3 Tuition Rates for Programs** – Tuition charges are set on an annual basis, dependent on the degree program and term. CWSL has discretion to determine the method by which courses are delivered, thus if CWSL determines, in its sole discretion, that a public health emergency or other health and safety situation beyond the School’s control necessitates that in-residence or in-person courses and/or programs be delivered in a virtual or remote environment, with synchronous or asynchronous instruction, tuition rates will remain as previously set for the program in which the student has enrolled for that academic year. Tuition will not be reduced or refunded for courses or programs moved to a remote, virtual, or online setting under such circumstances.

**1.3.1 Juris Doctor (JD) Program**

<b>Enrollment/Billing Category</b>	<b>Enrolled Units</b>	<b><u>JD Program Per Academic Year*</u></b>	<b>JD Per Trimester</b>
Full-Time	12 or more	\$60,280.00	\$30,140.00
Part-Time	6-11	\$45,080.00	\$22,540.00
Per Unit	1-5	\$2,740.00 per unit	

\*Academic year is two trimesters.

**1.3.2 Legal Methods Program** – Students who participate in and successfully complete the requirements of the Legal Methods program may receive a tuition credit of \$8,700 applied in their third trimester.

**1.3.3 JD / MBA Dual Degree Program** – Student pays CWSL for terms attended at CWSL; terms attended exclusively at SDSU; student pays SDSU. For terms attended at CWSL, the CWSL standard tuition policy applies (see section F.1.3.1). CWSL will reimburse SDSU in co-attended terms for up to three part time semesters of SDSU part time in-state tuition. The student is responsible for paying SDSU fees for all other terms when only SDSU classes are being taken.

**1.3.4 Visiting Students** – Students attending CWSL as visitors will be billed at the JD tuition rate corresponding to the enrollment category in which they are enrolled.

**1.4 Fees** - The current fees are referenced below, and subject to change. The most current

approved fees are published on the Business Office page of the CWSL website as the [Schedule of Charges](#). Payment is due and payable on or before the tuition due date for the trimester in which the course will be taken, or upon registration if after the tuition due date. For payment options, see section F.2.0.

**1.4.1 Course Auditing** - \$2,740.00 per unit. CWSL students and alumni may request to audit a class (see **Academic Policies**, section C.II.2.06). Discounts may be available to CWSL Alumni 50% and Juris Society Members 75% discount.

**1.4.2 Course Fees** - Additional fees charged for entrance into specific classes or programs are determined by program administrators.

**1.4.3 Student Activity Fee** - \$75.00 (subject to change) per trimester. The Student Activity Fee is a mandatory, non-refundable fee charged to JD and MCL students. This is a general fee, which covers graduation expenses and activities sponsored by the Student Bar Association. This fee is due when the tuition is due (see section F.1.1).

**1.5 Other Charges** - The current fees are referenced below, and subject to change. The most current approved fees are published on the Business Office page of the CWSL website as the [Schedule of Charges](#). Fees are due immediately. For payment options, see section F.2.0.

**1.5.1 Returned Checks** - \$25.00. Any check issued to CWSL which is returned by the bank as unpaid is considered a returned check. Issuing a check which is expected to not be honored by the bank is illegal. Returned checks are subject to a \$25.00 administrative fee, which will be charged to the student's account when the check is returned unpaid by the bank. The student's account will be placed in **Past Due Status** (see section F.3.0). CWSL may request the returned check be replaced by cash, money order or cashier's check and CWSL reserves the right to not accept any future check payments from that student. CWSL participates in the San Diego District Attorney's (D.A.'s) Bad Check Recovery Program. Therefore, checks returned unpaid for any reason to CWSL by the bank may be subject to prosecution by the D.A.'s office.

**1.5.2 Transcripts** – Transcripts are provided by the Registrar's Office via online by the [National Student Clearinghouse](#) (click link to visit website). There is a small handling fee that includes mailing. Expedited mailing is not included.

**1.5.3 Library Fines and Fees** - Library charges are assessed and collected by the library staff. If payment for a charge is not received by the library, the charge information may be transferred to the Business Office for collection. The student's account may reflect the amount due to the library and will be placed in **Past Due Status** (see section F.3.0) until the charges are paid.

**1.5.4 Late Fees** - \$50.00 per month. The late fee may be charged each month to

students who:

- a) Do not have a valid deferment on file by the tuition due date. (A valid deferment requires that a student has applied for, been packaged for, and accepted loans sufficient to pay billed tuition. See section F.1.2.)
- b) After the first day of classes, if the student's account does not reflect financial aid loans or payment sufficient to cover the tuition charges, a monthly late fee may be charged.
- c) Additional late fees will be assessed monthly on the 1<sup>st</sup> day of each month following the tuition due date for any unpaid balance including fees such as Student Activity Fees and Library fines or fees.
- d) Have not paid their tuition balance in full by the tuition due date. (Including students who believe they will be awarded a scholarship after grade release.)
- e) Are on an approved payment plan but are late with an installment payment. CWSL reserves the right to immediately cancel the payment plan making the entire account balance due and placed in Past Due Status (see section F.3.0).

These students will also be immediately placed in **Past Due Status** (see section F.3.0). Exceptions may be made for first year students accepted after the tuition deadline date and with Business Office approval.

**1.5.5 Payment Plan Set-up Fee** – \$25.00. Students obtaining a deferment through an approved payment plan may be assessed the set-up fee (See section F.1.2). This fee may be charged in each trimester when an approved payment plan is used and is due at the time of the payment plan approval. Failure to pay the set-up fee at the time of the approval will negate any payment plan, causing a student to immediately be placed in **Past Due Status** (see section F.3.0).

## **2.0 PAYMENT OPTIONS**

When making a payment, include your CWSL student ID number and the purpose of the payment (i.e. - tuition, Barbri, etc.).

**2.1 Check** – Includes cashiers' checks and money orders. Make the check payable to CWSL, and mail to CWSL, PO Box 511371, Los Angeles, CA 90051-7926. *For expedited (i.e., overnight) service, contact the Business Office for specific mailing instructions.*

**2.2 Electronic** – Includes EFT, ACH, BillPay. CWSL will not charge a fee for this payment option; however, you should verify with your bank whether they will assess you a fee. Contact your bank, your bank's app, or website for this payment option.

- For CWSL bank information, visit the Business Office website for the [ACH/Wire instructions](#) (download pdf by clicking link).
- For BillPay, mail to the lockbox address in section F.2.1. BillPay will request an



account number; use your student ID.

**2.3 Wire transfers** – Your bank will assess a fee for this service. Contact your bank to initiate a wire transfer.

- For CWSL bank information, visit the Business Office website for the [ACH/Wire instructions](#) (download pdf by clicking link).

### **3.0 PAST DUE STATUS**

Any account with a balance due is in a past due status will have a hold on their CWSL account, which will prevent access to information and services.

Any student, both current and former, with an unpaid account balance may be designated with a past due status. Past due status is determined at each trimester's tuition due date, or when registration occurs, whichever is later, and monthly, thereafter. For accounts with scholarships, loans, or third-party payments, if the fund source is reduced, returned, denied, or defaulted, there may be a balance due that needs to be addressed immediately. When reassessment is performed after dropping from a class or classes, or withdrawing from the school, a balance due may occur (see section F.4.0). Other charges may also be added to a student's account resulting in a balance due (see sections F.1.4 and F.1.5).

**3.1 Current students** – Students with a past due status hold will be prevented from:

- a) Access to their information in the CWSL Student Connection Web portal, to include but not limited to:
  - Class schedule
  - Registration activities including adding and dropping classes.
  - Academic summary information
- b) Maintain active enrollment status (students may be disenrolled from classes, and withdrawn from Law School)

When a tuition deferment has been approved but the anticipated loan is denied, students are responsible for immediately addressing any balance due no longer supported by the loan.

Until the account balance is paid in full, or appropriate payment arrangements are made with the Business Office (see section F.1.2), students will be charged a late fee each month an unpaid balance exists. A student who does not make timely payments per their payment plan, will also be in a past due status, be placed on hold, and be charged the late fee.

**3.2 Former students** – A former student may have a balance on their CWSL account or may not be current with their Direct Loans and have a past due status.

CWSL will make every effort to contact a student with a balance due after leaving CWSL. When a former student does not pay the balance due or fails to fulfill a commitment to a payment plan, or CWSL is unsuccessful in contacting the former student, the account is referred to a collection agency. Non-payment and late payments may be reported to a credit reporting agency. CWSL complies with state and federal Truth in Lending Act (TILA) regulations and California Student Loan Servicing Act.

#### **4.0 WITHDRAWAL – COMPLETE OR PARTIAL**

All JD students who withdraw from CWSL, partial or complete, are subject to a reassessment of tuition for the term for which the withdrawal applies. Students are encouraged to make decisions to withdraw as soon as possible and to confer with academic advisors and the Vice Dean of Academic Affairs before finalizing their decision (see **Statement of Academic Policies**, section C.IX). Scholarship awards will also be reassessed. Where third-party organizations pay for tuition, sometimes funds may be returned to the organization and the student may have a balance due to CWSL. This section describes the Business Office policies that are applied during the review of a withdrawn student's account. For those students whose Business Office account reflects a balance due to CWSL after the reassessment is performed, the Business Office will contact the student to make arrangements to resolve the balance due. For those students with any credit balance as a result of the student's payments made, as determined by the Business Office, a refund check will be mailed to the student within 45 days of the withdrawal date.

**4.1 Tuition Reassessment Policy - Partial Withdrawal (Dropping Classes)** –The reassessment of tuition includes a charge for tuition earned by CWSL for the units dropped plus a charge for the tuition for the units in which enrollment continues. The tuition charge for units in which enrollment continues will be based on the appropriate tuition policy (see section F.1.3). The charge for tuition earned by CWSL for the units dropped will be the difference between the new tuition charges for continued enrollment and the original tuition charges, multiplied by the percentage taken from the Earned Tuition Schedule (see section F.4.5.1) based on the student's last date of attendance in the courses dropped. This schedule is based on a 16-week payment period (trimester). Students who drop units without completely withdrawing from all classes through the add/drop dates of the trimester will not have their tuition reassessed for dropping units (see **Registrar Information**, section E.III).

**4.2 Tuition Reassessment Policy - Complete Withdrawal** - Tuition will be reassessed based upon the student's last date of attendance per Earned Tuition Schedule (See section F.4.5.1). For students who also receive federal student loans, the reassessment will include the Return of Title IV Funds calculation (see section 4.3).

If a student owes a balance after the withdrawal calculation is completed, the student will have the option of requesting an Institutional loan to pay their remaining balance or paying in full with their own resources. When a former student does not pay the balance due or fails to fulfill a commitment to a payment plan, or CWSL is unsuccessful in contacting the former student, the account is referred to a collection agency. Non-payment and late payments may be reported to a credit reporting agency.

CWSL complies with state and federal Truth in Lending Act (TILA) regulations and California Student Loan Servicing Act. See Sections F.3.2 and F.12.0.

**4.3 Return of Title IV Funds** – Return of Title IV Funds is a federally mandated policy applicable only to students who receive federal financial aid and who completely withdraw, drop out, are dismissed, or take a Leave of Absence prior to completing 60% of a trimester. The 60% is determined by dividing the number of days attended in the trimester by the total number of days in the trimester. (The tuition of students



who reduce units and remain enrolled is subject only to the Tuition Reassessment Policy. See section F.4.6).

The Return of Title IV Funds calculation will be used to determine how much aid, if any, must be returned to Title IV loan programs. The policy does not apply to the Federal Work-Study Program. Scholarship and Yellow Ribbon recipients should pay particular attention to the Tuition Reassessment example in section 4.6 which illustrates that a student may owe money to the school after a return of funds has been made to the lender. The Title IV funds subject to the policy are the Federal Direct Unsubsidized Loan, and the Federal Direct PLUS Loan.

The Return of Title IV Funds calculation identifies two types of federal aid, earned and unearned. Earned aid may be retained by the school and in some cases the student, whereas unearned aid must be returned to the lender. The earned aid is based on the number of days completed in the term. The number of days the student completed will be divided by the number of days in the trimester. A student who remains enrolled beyond the 60% point earns all disbursed (received by the school) and disbursable aid. Disbursable aid includes any aid that meets the conditions of a late disbursement.

Unearned aid is any disbursed aid that exceeds the amount of Title IV aid the student earned. This amount must be returned to the lender, a responsibility shared by CWSL and the student. CWSL is responsible for returning the lesser of the percentage of aid received that is unearned or the percentage of tuition and fee charges that are unearned. CWSL charges used in the Return of Title IV Funds calculation include tuition and fees that had been assessed to the student's account before the student's withdrawal. CWSL must return its share of unearned funds no later than 45 days after it determines that the student withdrew.

Unearned funds returned to lenders by CWSL will be distributed in the following order: Federal Direct Unsubsidized Loan, and the Federal Direct PLUS Loan. The student is responsible for the difference between the total unearned amount and the refund required of CWSL. In some cases, the student may owe money to CWSL for the difference between funds returned to the lender and any credit balance on the student's account. Students must repay the balance of their loan funds according to the terms and conditions stated in their promissory note(s).

Occasionally, earned aid exceeds disbursed aid. In such cases, CWSL will contact the student prior to making a post-withdrawal disbursement of loan funds and explain to the student his or her obligation to repay the funds if the funds are disbursed. If the student chooses to accept a post-withdrawal disbursement, CWSL will first credit post-withdrawal disbursement funds toward unpaid tuition and fees and will then offer the student any part of the post-withdrawal disbursement not credited to school charges.

After the Return of Title IV Funds policy is applied, all student aid is subject to the Tuition Reassessment Policy. The Tuition Reassessment Policy is calculated based on weeks of attendance while the federal Return of Title IV Funds Policy is based on days attended. It is possible to have attended 60% of a term, based on the Tuition Reassessment Policy, but still owe a refund to lender based on the Return of Title IV Policy.

### **Return of Title IV Funds Example**

A student who was enrolled in twelve units was awarded a \$10,142 (net) Direct Unsubsidized Loan, a \$4,009 (net) Direct PLUS Loan, and a scholarship of \$29,100. The net total of the loans was \$14,151. Using the scholarship and student loans, the student paid \$29,175 in tuition and fees before withdrawing 24 calendar days into the 111-day term. Twenty-four calendar days completed in the trimester was 21.6% of the term and less than 60% of the payment period. Therefore, a Return of Title IV Funds calculation was required.

RETURN OF TITLE IV FUNDS CALCULATION	
Step 1:	Types and Amounts of Federal Student Aid (net amounts received from the lender): \$14,998.00 ((\$10,142 Unsubsidized Loan and \$ 4,856.00)
Step 2:	Percentage of Title IV Aid Earned: 23.3% (24 days attended divided by 103 days in the trimester)
Step 3:	Amount of Aid Earned by the Student: \$3,494.53 (23.3% of \$14,998 Title IV Aid received)
Step 4:	Total of Title IV Aid to be returned to Lender: \$11,503.47 ((\$14,998 received minus \$3,494.53 earned)
Step 5:	Percentage of Unearned Title IV Aid: 76.7% (100% of aid - 23.3% earned aid) Multiply the tuition/fee charges, \$30,215 by 76.7% = \$23,174.91. CWSL is responsible for returning the lesser of this amount and the amount from Step 4: \$11,503.47.)
Step 6:	Return of Funds by the School: \$11,503.47 (CWSL will return \$11,503.47 rounded to the nearest whole dollar: \$11,503 to the lender)
Step 7:	Initial Unearned Amount Due from the Student: \$0 (The student is responsible for the difference between the lesser amount from Steps 4 and 5 and the amount returned by CWSL from Step 6, if any)
Step 8:	Repayment of Student's Loans: Subtract the amount returned by CWSL from the unearned amount due in Step 7 to determine the amount the student is responsible for returning to the lender. In this example \$0.

See section 4.6: The federal refund calculation is used in conjunction with our tuition reassessment calculation to determine the amount of tuition refund CWSL owes to the student or the amount that student owes to CWSL after the return of funds to the lender.

**4.4 Disbursement of Credit (Excess Funds) Balance on Account** – Upon completion of the Tuition reassessment, a credit balance may exist on the student's account. The credit balance will be refunded to the lender in the following order. Full refunds for each loan type will be made first then any remaining credit balance will be released to the student.

- a) Private/Other Loan
- b) Federal Direct PLUS Loan
- c) Federal Direct Unsubsidized Loan

**4.5 Withdrawal Schedules** – The following schedules are used in the withdrawal process for the applicable situation. Note: The Federal Return of Title IV Calculation uses a daily percentage for student loan recipients.

**4.5.1 Earned Tuition Schedule Sample**

<u>Week #</u>	<u>Percentage of Tuition Retained by CWSL for Classes Attended</u>
I.L.S. (1L's only)	15%
Week 1	15%
Week 2	15%
Week 3	15%
Week 4	20%
Week 5	25%
Week 6	30%
Week 7	40%
Week 8	45%
Week 9	50%
Week 10	100%
Weeks 11-16	100%

**4.5.2 Withdrawal for Grades** – If a student receives a letter from the Vice Dean's office permitting a withdrawal for academic reasons and if the withdrawal form is submitted within 10-business days of the release of grades, a reversal of 100% of tuition and student activity fee paid towards the current trimester will be given. (Note that there will be no refund given for the trimester in which the grades resulting in withdrawal were earned.) After the 10-business day period, the regular Earned Tuition Schedule will prevail (See section F.4.5.1). The withdrawal process will begin once a completed withdrawal form, including all required signatures, is submitted to the Registrar.

**4.5.3 Dismissals – Academic:** For students dismissed from CWSL for academic reasons 100% of tuition and fees charged for the current trimester will be reversed. No refund will be given for the trimester(s) in which the student earned the grades resulting in the dismissal.

**Dismissals – Non-Academic:** Students dismissed for non-academic reasons will have their tuition reassessed based on their attendance and it will be calculated using the regular Earned Tuition Schedule (See section F.4.5.1).

**4.5.4 Medical Leave of Absence** - A medical leave of absence must be approved by the Vice Dean for Academic Affairs.

If a medical leave is approved, the tuition reassessment policy will be applied (see sections F.4.1 and 4.2) for the applicable trimester. The student will then receive a "medical credit" available to apply in a subsequent trimester for the tuition that would have been lost (i.e., the tuition earned by CWSL). The credit will be applied in the first trimester in which the student returns to school. The credit amount will be applied first to any outstanding balances remaining from prior trimesters, including any balance due as a result of the Return of Title IV Funds calculation performed when a student loan borrower takes a Leave of Absence; any amount remaining will be applied to the current trimester.

Students with scholarships who return after a Medical Leave will have their medical credit applied to their account after the scholarship is applied to tuition for the current term.

Medical Credits must be used within one calendar year from the date of issuance or will be forfeited. A request for an extension of the time limit must be submitted to the Vice Dean for Academic Affairs for evaluation. Medical Credits are not redeemable for a cash refund.

#### 4.6 Tuition Reassessment Example

A student enrolled in twelve units withdraws on day 24 of the trimester (during the 4th week of the trimester) for personal reasons. The full term is 103 days in length. The student was charged \$30,140 (tuition) plus a \$75 non-refundable Student Activity fee. The student received a scholarship of \$30,140 and federal loans of \$14,998 (\$10,142 Direct Unsubsidized and \$4,856 Direct PLUS Loan). The school processed the funds and remitted an excess funds of \$14,923 to the student. The Reassessed Tuition calculation is as follows:

<u>Student Account Detail:</u>		
Tuition Assessed	\$	30,140
Student Activity Fee	\$	75
Scholarship	\$	(30,140)
Direct Unsubsidized Loan	\$	(10,142)
Direct PLUS Loan	\$	(4,856)
Excess Funds Remitted to Student	\$	14,923
Account Balance Before Withdrawal	\$	-
Reversal of Original Tuition	\$	(30,140)
Reversal of Original Scholarship	\$	30,140
Reassessed Tuition	\$	6,028
Reassessed Scholarship	\$	(6,028)
Balance on Account	\$	-
Return of Title IV Funds (See example in sec. 4.3)	\$	11,503
Amount due to CWSL from Student	\$	11,503

For the purpose of this example, there was no credit on the student's account, but CWSL was required to return \$11,503 to the lender. Therefore, the student owes the school \$11,503.

#### 5.0 FINANCIAL AID LOAN FUNDS

Loan funds awarded and certified by the Financial Aid Office are applied to students' accounts no sooner than ten calendar days prior to the start of classes. Students will be emailed a Payment Receipt for any funds posted to their CWSL account. If the student has received funds that exceed the tuition and fees, an excess funds check may be issued to the student (see section F.7.0) or returned to the lender (refer to section G for Financial Aid Policies and Procedures).

**5.1 Federal Direct Loans** – Direct Loan funds are processed by the Financial Aid

Office and posted by the Business Office to the student accounts within 3 days of receipt of such funds.

**5.2 Electronic Funds Transfer (EFT)** - Funds transmitted to CWSL electronically will be credited to the student's account within 3 days of receipt of such funds in the CWSL bank account. This is contingent upon review and approval by the Financial Aid Office.

**5.3 Loan and Scholarship Checks** –The Financial Aid Office forwards approved checks to the Business Office for processing. Students will be emailed a notification and must come to the Business Office to negotiate these checks within 7 days of the Business Office receiving them. Checks not negotiated within the 7 days will render a tuition deferment null and void and will result in the student's account being in a **Past Due Status** (see section F.3.0). Checks that are co-payable to the student and to CWSL must be signed by the student and processed through the student's account.

## **6.0 EMERGENCY LOANS**

Emergency loans will only be issued to students who are enrolled in the current trimester and are:

- a) waiting for disbursement of approved financial aid loan funds for the current trimester, or
- b) anticipating Federal Work-Study (FWS) funds which have already been earned.

Emergency loans will not be issued prior to the first day of class for the trimester in which a loan is requested. In unanticipated emergency situations an "emergency" loan may be available to a student. Applications for emergency loans may be obtained in the Financial Aid Office. Approval of the request is subject to the availability of funds and is at the discretion of the Director of Financial Aid or the Chief Financial Officer. The funds are disbursed in the form of a check within 48 hours of approval of the Emergency Loan Application.

Emergency loans will be issued for a maximum of two thousand (\$2,000.00) dollars and are repayable from federal or private student loan(s), or FWS funds. Emergency loan repayment is due within 30 days of the issue date.

## **7.0 EXCESS FUNDS (OR LIVING EXPENSE FUNDS)**

When a student's CWSL student account has a credit balance (where payments, loans, and scholarships exceed charges), excess funds are determined, and a payment is due to the student. All students' accounts are evaluated weekly for a credit balance. Those accounts with a verified credit balance may have their funds available for distribution.

There may be a delay in issuing excess funds if students are late in submitting their required documents to the Financial Aid Office by the financial aid deadline (see **Financial Aid Policies and Procedures**, section G).

### **7.1 ACH Direct Deposit Procedure**

A student who wishes to elect ACH Direct Deposit, will need to complete the ACH Direct Deposit Form, and submit the required supporting bank documentation, so that their excess

funds are directly deposited into their personal banking account. Supporting bank documentation could be a voided check or a letter from the bank confirming of your account and routing information. Upload the form and bank document to the secure repository: <https://securenet.cwsl.edu/SAFileUpload/>.

The form only needs to be submitted once during a student's enrollment at the school. The forms should be submitted at least 3 weeks prior to the start of the trimester. However, if the student changes their bank account, a new completed form with the required void check or bank letter will need to be submitted. ACH Direct Deposit requests rejected by a banking institution will be issued as paper checks.

## **7.2 Overpayments from Student Loan Funds Received**

The disbursements of overpayments are governed by federal regulation. Overpayments will be issued when all the below have occurred:

- a) Funds have been received by the school from the student's lender. (Some loan checks may require a student to endorse the check. See section F.5.3 for more information.)
- b) The student's continuing eligibility has been confirmed by the Financial Aid Office.
- c) The student has registered for classes.

Please plan your finances accordingly.

## **7.3 Non-negotiated checks**

Federal and state regulations govern unclaimed checks.

**7.3.1 Checks issued for federal loans** – These checks that are not negotiated within 180 days will be voided and the funds will be returned to the student's lender. In some cases, this return will be made as a payment to a student loan.

When checks are issued for funds other than federal loans, such as excess funds by the student or commercial loans received, state regulations require CWSL to make every effort to locate the student/ former student. If after 3 years, all attempts to contact the student/former student fail, then funds for the non-negotiated check are submitted to the State of California as unclaimed property through an escheatment process. Once funds are escheated, the unclaimed property may only be claimed through the State of California and CWSL will be unable to reissue a check.

## **7.4 Requests for Reimbursements and Vendor Payments**

Payment requests for ACH and checks for reimbursement of expenses and/or vendor payments must be submitted to the Business Office **with all the appropriate approvals and supporting documentation** (payment requests form, original receipts, etc.). Requests that are received by the Business Office noon on Mondays, will be processed and mailed on Friday.

## **7.5 Student Payroll (Processed in Human Resources)**

Under IRS (Internal Revenue Service) regulations, wages are any payments to students for other than academic or merit scholarships, overpayments on accounts,

or cost reimbursements. Payments that fall under this category include, but are not limited to, Honors Instructors, Teaching Fellows, Scribes, and Part-time Work Opportunity Positions.

Accordingly, the school will process these payments through our payroll system and will withhold the required taxes. Appropriate forms must be filled out and submitted to the Human Resources department before the student begins work.

Students must take breaks and meal periods as required by California law. Students are not permitted to work any overtime (on a daily or weekly basis) unless pre-authorized by their supervisor.

Students must use the web timecard in our online payroll Time and Attendance system. Students must approve their timecards at the end of each pay period.

Students who repeatedly fail to use our online payroll web timesheet to record their work hours, repeatedly miss meal breaks, or work overtime without pre-approval may be reported to the Vice Dean of Academic Affairs as a potential Honor Code Violation.

**APPROVED TIMECARDS MUST BE RECEIVED BY HUMAN RESOURCES BY THE PUBLISHED TIMECARD DUE DATE.**

Payroll checks are processed semi-monthly and will be available either by direct deposit or in the Business Office on the 10<sup>th</sup> (for the period of the 16<sup>th</sup> to the end of the previous month) and on the 26<sup>th</sup> (for the period of the 1<sup>st</sup> to the 15<sup>th</sup>) of each month.

### **8.0 FEDERAL WORK-STUDY (FWS)**

Federal work-study payroll terms and issuance of paychecks are the same as noted in section F.7.5. Students are asked for their full cooperation in complying with the rules of the Federal Work-Study Program or their Federal Work-Study Aid may be terminated.

### **STUDENTS MAY ONLY BE PAID FROM FEDERAL WORK-STUDY FUNDS UP TO THE MAXIMUM AMOUNT OF THEIR AWARDS.**

It is the responsibility of the student to keep track of their cumulative number of hours and not exceed the total FWS award allocated. Students must also note the approved period of the award on the Work Authorization and not work outside of those dates. Should the student anticipate the need for additional hours, the student must contact the Financial Aid Office to determine if an increase to the student's FWS award is possible.

**ADDITIONAL AWARDS MUST BE REQUESTED AND APPROVED IN ADVANCE OF WORKING THE HOURS. STUDENTS VIOLATING THESE RULES WILL RISK LOSING THEIR FEDERAL WORK STUDY AWARDS.**

### **9.0 STUDENT FINANCIAL RESPONSIBILITY AGREEMENT**

All students are responsible for the tuition, fees, and associated costs associated with their registration in any programs and services at CWSL. Therefore, all students are required to sign the Student Financial Responsibility Agreement (SFRA) before they start their program or session with CWSL to ensure they are fully aware of their financial responsibility. Aspects of the agreement with the related student's financial responsibility address registration, drops or

withdrawals, financial aid, various other fund sources, communication, contact information, delinquent accounts and collection, payments, billing, federal required reporting via the 1098-T.

### **10.0 STUDENT I.D. CARDS**

Student I.D. cards are issued by the school to each newly enrolled student. Validated I.D. cards are required to check out books in the library and may be requested by other CWSL departments.

### **11.0 AUTHORIZATION TO RELEASE STUDENT ACCOUNT INFORMATION**

A student's account will not be discussed with any party, including a parent or spouse, without the written permission of the student. A Release of Student Account Information form is available at the Business Office. This form is separate from any other release students may complete for another office on the CWSL campus. Identification will be required to discuss the student's account or to release checks to the person authorized by the student.

### **12.0 COLLECTIONS**

If after withdrawing or graduating from CWSL, a student or former student (hereinafter "student") has a balance due to CWSL ("debt"), the student will be contacted via U.S. Mail and/or email. If the student does not respond, the debt may be referred to a collection agency and the student will be responsible for all interest and collection fees associated with the debt. The debt may be reported to a credit bureau.

CWSL, its affiliates, agents, or service providers, may contact students using written, electronic, or verbal means as the law allows, including but not limited to contact by manual calling methods, prerecorded or artificial voice messages, emails, and/or automated dialing systems. CWSL, its affiliates, agents, or service providers, may contact students at any telephone number associated with the student's account currently or in the future, including cellular telephone numbers regardless of whether changes are incurred as a result.



## **G. FINANCIAL AID POLICIES & PROCEDURES**

### **1.0 INTRODUCTION**

The California Western School of Law Financial Aid Office staff is dedicated to helping students through the financial aid application process and guiding students in making intelligent decisions about paying for law school. With these goals in mind, the Financial Aid Office offers an uncomplicated electronic application process as well as comprehensive individual and group student loan and debt counseling. The financial assistance programs administered by the Financial Aid Office at California Western School of Law include federal loans, private loans, and Federal Work-Study. Information about California Western's scholarship programs is available on the California Western School of Law web pages at [www.cwsl.edu](http://www.cwsl.edu), or by request from the Admissions Office.

Student aid programs are subject to federal and state statutes and regulations that continually change. While we make every attempt to keep you informed of new laws and regulations as they come about, you will benefit greatly from asking questions of the Financial Aid Office staff, keeping up with your law school email, and checking for notices posted on the Financial Aid Office web pages.

### **2.0 VETERANS EDUCATION BENEFITS**

California Western School of Law is approved for the training of veterans and other eligible persons seeking a Juris Doctorate under the provisions of Title 38, United States Code. Veterans, survivors, and dependents should contact the Veterans Administration at 1-888-442-4551 for information about the types and amounts of education benefits available, how to apply for benefits, and answers to frequently asked questions. Next, contact Kelly Fernando, Associate Director of Financial Aid and School Certifying Official, at (619) 525-7060 or by email at [kef@cwsl.edu](mailto:kef@cwsl.edu) to get the certification process started.

### **3.0 OVERVIEW OF THE FINANCIAL AID APPLICATION PROCESS**

#### **3.1 BEGINNING THE PROCESS**

To begin your application for federal student loans and/or Federal Work Study (FWS) at California Western School of Law you must:

- Submit a FAFSA (see section G.4.0). The priority deadline is March 2. Students in the spring entering class have a priority deadline of September 30.
- Submit a CWSL Financial Aid Application on the Financial Aid Portal (see below for link). Admitted students are sent an invitation to apply and upper division students will be notified by email prior to application deadlines.

The Financial Aid Office will then review your situation and request additional information if necessary. Once your aid eligibility is determined, your aid package will be assembled and the results will be made available to you via Net Partner, California Western's student financial aid portal (<https://finaid.cwsl.edu/netpartnerstudent>).

### 3.2 COMPLETING THE PROCESS

Once your aid package has been assembled, you must:

- Review your financial aid package on Net Partner and approve, reduce, or decline each award. Once you have approved your awards (if you have made your seat deposit or are a current student) your eligibility information will be sent to the Direct Loan Servicer.
- E-sign your promissory note(s) online at [studentaid.gov](http://studentaid.gov) or sign and mail paper promissory note(s) to the Direct Loan Servicer. If you must have an endorser for your Federal PLUS Loan, have your endorser complete the online process.
- Complete online graduate student entrance counseling and any additional required documents requested by the Financial Aid Office. Missing documents are listed on the Documents tab of Net Partner.

If your FAFSA is selected for verification, you will also need to complete the verification process (section G.6.0).

### 4.0 FREE APPLICATION FOR FEDERAL STUDENT AID (FAFSA)

File a Free Application for Federal Student Aid (FAFSA) on the Web at [studentaid.gov](http://studentaid.gov). You may e-sign your FAFSA using your Federal Student Aid ID (FSA ID). If you do not have a FSA ID, you may request one at [fsaid.ed.gov](http://fsaid.ed.gov).

The FAFSA school code for California Western School of Law is **G13103**. Once your FAFSA is processed, the federal processor will mail or email your Student Aid Report (SAR) to you, which will reflect the information you reported on your FAFSA. Read the letter portion of the SAR and review the reported information for accuracy. The processor will also send this information to all the schools you indicated on your FAFSA. Review your SAR to confirm that you listed California Western School of Law in the school section.

### 5.0 ACCEPTING YOUR AID USING NET PARTNER

We will use the data from your FAFSA and your CWSL Financial Aid Application to determine your eligibility for aid, and we will award you the maximum amount allowed under your Cost of Attendance. You will then be sent an email notification that you can review your awards on Net Partner, at which time you would accept, reduce, or decline each award, enabling us to proceed with Loan Certification (G.7.0). You should also review the other screens located within the MENU for additional information.

### 6.0 VERIFICATION

Some FAFSAs are selected for a process known as verification, in which the financial aid office must verify some of the information you provided on your FAFSA for accuracy. Verification selections are made at random or when information is incomplete or seems unclear; either the federal processor or the Financial Aid Office may select your application for verification. If your

application is selected for verification, there will be a comment to that effect in the Messages tab as well as missing documents in the Your Documents tab of Net Partner. Additionally, if the federal processor selects your application for verification, there will be a comment to that effect in the letter portion of your Student Aid Report (SAR).

If selected, you must submit a completed Verification Worksheet and, if applicable, a copy of an official IRS Tax Transcript to the Financial Aid Office. Since the data we are required to verify will not always be the same, we will supply you with a Verification Worksheet that is custom to your situation. Any award offered on Net Partner is subject to change after the verification process is complete.

## **7.0 LOAN PROCESSING**

### **7.1 LOAN CERTIFICATION**

We will electronically certify your eligibility for loans to the Federal Direct Loan servicer, verifying your enrollment and need for loans, once your financial aid file is complete, you have accepted some or all of your loans, and you have met the admission deposit requirements.

### **7.2 PROMISSORY NOTES**

After receiving our certification, the Direct Loan Servicer will process your loan application (and in the case of PLUS Loan, perform a credit check). For Direct Unsubsidized and PLUS Loans, you must complete an electronic Master Promissory Note (MPN) at the Direct Loan website [studentaid.gov](http://studentaid.gov). Once you have signed a Direct Subsidized/Unsubsidized or PLUS MPN, you will not need to sign another for ten years, unless you need an endorser for your PLUS loan, in which case a promissory note will be required for each loan application.

### **7.3 LOAN DISBURSEMENT**

Once your loan is approved, a disclosure statement will be sent to you. The loan type and amount, the terms of your loan, and when your loan funds will be made available to the school will be indicated in the disclosure statement. Be sure to keep these statements for your records.

When the disbursement date arrives, the school will begin the process of drawing down your funds into your student account. At that time, the Financial Aid Office will verify your continued eligibility for the funds including your enrollment status and the completeness of your financial aid file. If all is well, your loan funds will be applied to your tuition account.

Excess funds from loan disbursements are usually available to students 1-2 business days prior to the start of classes, assuming you submitted your FAFSA by the application deadline and accepted your aid promptly. However, it is important that you arrange to cover your expenses in the event of a delay in the release of your excess funds.

As required by federal regulations, federal student loans must generally be made in two disbursements. Students will receive half of their total loan funds in their first trimester and the other half in their second trimester. Loan fees will be deducted from Direct Loans by the Direct Loan Program prior to disbursement. Please keep in mind that your funds are awarded based on your loan period, so your funds from each trimester need to last until the beginning of the next trimester.

## 8.0 STUDENT ELIGIBILITY

For detailed information about federal student aid eligibility, please refer to [studentaid.gov/eligibility](https://studentaid.gov/eligibility).

### 8.1 CRITERIA

To receive aid from federal student aid programs, you must meet certain criteria:

- For need-based programs such as Federal Work-Study, you must demonstrate financial need.
- You must be a U.S. citizen or eligible non-citizen.
- You must have a valid Social Security number (SSN) unless you're from the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.
- You must be enrolled or accepted for enrollment as a regular student working toward a degree or certificate in an eligible program.
- For all federal loan programs and many private loans, you must be enrolled at least half-time in courses which count towards your degree objective.
- You must meet satisfactory academic progress standards set by the school you are attending (see Section 10.0, Satisfactory Academic Progress).
- You must sign the certification statement on the Free Application for Federal Student Aid (FAFSA) stating that you are not in default on a federal student loan and do not owe money on a federal student grant and that you will use federal student aid only for educational purposes.
- You must be able to show that you are qualified to obtain a college education by having a high school diploma or a recognized equivalent such as a General Education Development (GED) certificate, or completing a high school education in a homeschool setting approved under state law (or, if state law does not require a homeschooled student to obtain a completion credential, completing a high school education in a homeschool setting that qualifies as an exemption from compulsory attendance requirements under state law).

## 9.0 APPLICATION DEADLINE AND PRIORITY PROCESSING

It is important that you meet the application deadline for financial aid if you wish to receive priority consideration for Federal Work Study (FWS) funds. See the Financial Aid web pages for application deadlines. Meeting the deadline ensures that your application will be considered for FWS funds and helps ensure the timely receipt of your loan proceeds. You may apply for Federal Unsubsidized and Federal PLUS Loans even if you miss the application deadline, but you may not apply for any federal aid for an award period that has ended.

If you are an entering student, or a continuing student applying for financial aid for the first time through California Western, you must complete Graduate Student Entrance Counseling online at [studentaid.gov](https://studentaid.gov) before we can disburse federal aid to you. Entering students may apply for financial aid after acceptance for admission; loan applications will be certified once the admission deposit requirements have been satisfied.

## 10.0 SATISFACTORY ACADEMIC PROGRESS

A student receiving federal student aid must maintain Satisfactory Academic Progress (SAP). At California Western School of Law, Satisfactory Academic Progress is defined as:

- Meeting all standards set out in the Statement of Academic Policies,
- Completing at least two-thirds of units attempted, and
- Being mathematically able to complete the requirements of the degree program within the allowed maximum time frame, but not having completed the required number of units to complete the degree.

For multi-year programs, each student's progress will be evaluated after every summer trimester. For programs lasting one year or less, progress will be evaluated at the end of every term.

### 10.1 QUALITATIVE AND QUANTITATIVE STANDARDS

Aid recipients must meet the qualitative and quantitative standards set forth in the California Western School of Law Statement of Academic Policies, notably section VII. These standards include, but are not limited to, a grade point requirement as well as a maximum time allowed to complete the requirements of the degree.

At the time of evaluation, the student's number of units completed will be divided by the number of units attempted. The resulting number must equal or exceed two-thirds in order for the student to maintain SAP. Units which receive the following grades will be considered both completed and attempted: A+ through D-, Low Pass, Pass, High Pass, Honors, CR. Units which receive the following grades will not be considered completed, only attempted: F, I, IP, R, W, Fail, NC.

Also at the time of evaluation, the student's remaining number of credits required to complete his or her degree objective will be divided by the number of trimesters remaining before the end of the maximum time allowed to complete that degree objective. If the result is equal to or greater than 14 units per trimester for a JD student, LL.M. student, or MCL student, the student will be considered not to be maintaining SAP.

Example: If a student has 45 units remaining to complete his JD degree, and only three more trimesters will take place before the fifth anniversary of his first date of matriculation (as per section 1.01 of the Statement of Academic Policies), he will need to complete 15 units per trimester to complete his degree. He would therefore not be considered to be maintaining Satisfactory Academic Progress for Financial Aid Office purposes.

A student that has completed the number of units necessary to complete his or her degree, but who has not met the qualitative requirements of the degree, is not maintaining Satisfactory Academic Progress.

### 10.2 MAXIMUM TIMEFRAME

The maximum time allowed for each program at California Western School of Law is listed below. In each case, the time is measured from the date of matriculation.

JD (incl. JD portion of JD/MBA): 5 calendar years

### 10.3 COURSE REPETITIONS

[see also Academic Policies §2.03] Repeated coursework shall not count as additional units towards SAP. The averaged grade shall be used in Financial Aid SAP calculations.

#### **10.4 NONCREDIT REMEDIAL COURSES**

[see also Academic Policies §2.01(C)] Students taking the intervention course for the first or second time may receive financial aid if otherwise eligible. Students taking the intervention course for the third time are considered not to be maintaining SAP and will not be allowed to receive federal student aid. The intervention course shall not count toward GPA or total units for SAP purposes.

#### **10.5 FAILURE TO MAINTAIN SAP**

A student who fails to maintain satisfactory academic progress will not be allowed to receive federal student aid, beginning with the next term that begins after the SAP evaluation is performed. Students who are on academic probation are allowed to receive federal student aid during the probationary term. Warning notices do not affect a student's ability to receive federal student aid. Students who return to a satisfactory progress status will regain eligibility for federal student aid at the time that grades are entered for the credits that would bring them back into that status.

#### **10.6 APPEAL**

Students may appeal their denial of federal aid under the SAP policy to the Director of Financial Aid, who will evaluate such appeals on a case-by-case basis. All appeals must include a statement regarding the cause of the failure to maintain SAP, and information which shows that the circumstances have changed in such a way as to allow the student to re-establish SAP by the end of the next trimester or by the end of a specified time frame. Appeals must also set forth an academic plan which shows, term by term, how the student will progress towards SAP by overcoming the specific deficiencies which resulted in the failure to maintain SAP.

If a student's appeal is approved, they will be considered to be on Financial Aid Probation. A student on Financial Aid Probation is allowed to receive federal student aid. If the student on Financial Aid Probation fails to meet the requirements of an approved Academic Plan, the student will lose federal aid eligibility until they either regain SAP, or else submit a new appeal with a new academic plan and receive approval of that plan.

If a student regains SAP after a term of ineligibility, they may not request aid for a term that has ended. They may request aid for the current term, if that is possible.

Other sections of the Statement of Academic Policies which are particularly relevant to the maintenance of satisfactory progress include: 2.02, Courses Taken at Other Law Schools; 2.03, Retaking of Courses; 3.05, Adding and Dropping Courses after Enrollment; 6.03, Pass or Fail Courses; 6.04, Incompletes; and 2.01(C), regarding intervention courses.

### **11.0 TUITION DEFERMENT PROCEDURE**

#### **11.1 PROCEDURE**

Students who receive student loans may defer payment of tuition and fees by filing a Tuition Deferment/Promissory Note with the Business Office. Your Tuition Deferment will be approved after your financial aid file is complete and your requested student loans have been approved by the lender. The deferment will apply to the amount of tuition and fees covered by the net amount of your approved student loans. With a valid deferment in place, you will not have to pay your tuition by the tuition deadline, but instead may have your tuition and fees deducted from your student loans at the time of disbursement.

## 11.2 CONSEQUENCES OF LOAN DENIAL

Note: If you defer tuition based in full or in part on a student loan and your loan is denied, the portion of tuition deferred based on the loan becomes due and payable immediately. Applicants with derogatory credit should be prepared to secure another method of financing or immediately seek an endorser who can cosign the loan. No institutional funding is available through California Western to replace loan funds if your loan is denied. See the Business Office Policies and Procedures.

## 12.0 COST OF ATTENDANCE & FINANCIAL NEED

### 12.1 COST OF ATTENDANCE (COA)

Your Cost of Attendance (also known as Student Budget) is determined by California Western and is made up of expenses related to the pursuit of a degree. The Cost of Attendance includes actual amounts of tuition and fees, along with allowances for books and supplies, room and board, transportation, and personal expenses. Please see the Cost of Attendance section of the Financial Aid Office web pages for more details.

Your Cost of Attendance serves as a cap on student financial aid: a student's total of student loans (including both federal and private student loans), Federal Work-Study awards, and scholarships or grants may not exceed the Cost of Attendance. If your allowable educational costs are not adequately covered by the standard COA, you may under certain circumstances request an increase to your COA; see the website or contact the Financial Aid Office for more information. If, after receiving the maximum aid allowed under your COA, you receive additional aid (e.g., a new scholarship) or reduce your COA (by dropping classes, for example), we may have to return the overrewarded loan amounts to your lender, or similarly reduce other forms of student aid.

### 12.2 COURSES NOT COUNTED

Courses which do not count towards your degree will not be counted in your COA and will not count towards your half-time attendance requirement.

You may receive student aid for repeated courses only if CWSL has required you to repeat the coursework in order to meet graduation requirements and only during the first repeat. If a course must be repeated a second time, tuition for that course will not be counted in your COA and will also not count towards your half-time attendance requirement.

### 12.3 NEED-BASED AID

Eligibility for need-based aid is based in full or in part on financial need. Need-based aid includes Federal Work-Study and certain scholarships.

### 12.4 DEFINITION OF NEED

Financial need is determined using the following equation:

$$\text{Cost of Attendance} - \text{EFC} - \text{Resources} = \text{Financial need}$$

### 12.5 EXPECTED FAMILY CONTRIBUTION (EFC)

A formula established by federal law is applied to the information you report on your FAFSA to compute your Expected Family Contribution (EFC). Graduate students are considered independent, which means your EFC is based on your income and assets and your spouse's income and assets if you are married.

## 12.6 RESOURCES

Resources are scholarships, grants, certain forms of student employment, and non-federal sources of need-based-aid that must be counted as part of your financial aid package. Resources include, but are not limited to, scholarships from California Western School of Law, scholarships from other sources, grants, some forms of student employment, and state rehabilitation assistance. You must inform the Financial Aid Office of any outside educational assistance that you receive, including outside scholarships.

## 13.0 FINANCIAL AID PROGRAMS

The financial aid programs administered by the Financial Aid Office at California Western School of Law include Federal Work-Study, two Federal Loan Programs (the Federal Direct Unsubsidized Loan and the Federal Direct PLUS Loan), and various private loan programs. These programs are described briefly here. For more in-depth information, see the “Types of Student Aid” section of the Department of Education website at [studentaid.gov](https://studentaid.gov). Feel free to call our office if you have any questions regarding the types of aid offered at California Western. You are required to submit a FAFSA to establish eligibility for federal aid, including Federal Work-Study, Unsubsidized Loans, and PLUS Loans.

California Western School of Law administers a campus-based student aid program: Federal Work-Study (FWS). Federal Work-Study is need-based aid. Your FAFSA must be on file by the application deadline in order to receive priority consideration for these funds.

### 13.1 FEDERAL WORK-STUDY (FWS) PROGRAM

Federal Work-Study provides eligible students an opportunity to earn money to help meet educational expenses. Federal Work-Study is awarded as an alternative to loans and other forms of aid, and is subject to the same Cost of Attendance cap that restricts student loans. First year students will only be offered FWS in cases of exceptional need and will be limited to five hours of work per week. Upper division students are limited to a maximum of twenty hours of work per week. Students attending fewer than twelve units may work up to 40 hours per week, irrespective of their year in school. Before beginning paid work under FWS, students must have a Federal Work-Study award in place, have an offer from an approved Federal Work-Study employer, and must have completed the onboarding process with the Payroll office including W-4 and I-9 forms as well as a completed work authorization form.

#### 13.1.1 FWS AWARDS

If awarded, your FWS award is listed on the Awards by Term tab in Net Partner. You can see the trimesters your award covers and the total amount that you may earn during that time.

#### 13.1.2 FWS EMPLOYERS

Access to a list of FWS employers is available in the Financial Aid Office on the Financial Aid Office website. These listings include both on-campus and off-campus positions. If you know of an employer who is not listed but who wishes to hire you under Federal Work-Study, please contact the Financial Aid Office; there are certain requirements that the employer (whether on- or off-campus) must meet in order to participate in our program.

Special note on off-campus employers: In order to employ FWS student workers, an off-campus employer must pay 25% of the FWS student’s wages. The pay rate must be comparable to what



a non-FWS employee would earn in that position. If an employer cannot afford to hire employees under this arrangement, there is a possibility that the job could be paid for by the CWSL Community Service Employment program (CSE): see the Community Service Employment section below for details.

### 13.1.3 COMMUNITY SERVICE EMPLOYMENT

In an effort to provide an opportunity for students to work for pay at local community service organizations who cannot afford to pay 25% of a student's wages as required by the Federal Work-Study program, California Western School of Law has created the Community Service Employment program. Under CSE, CWSL pays the required employer share of a student's Federal Work-Study wages at the off-campus organization. In order to be eligible for CSE, a student must have a Federal Work-Study award and be approved for CSE by the Financial Aid Office.

CSE funding is limited. If the number of CSE applicants exceeds the available funding, preference will be given to students with high need. Late FWS applicants will receive CSE awards only if funding is still available.

A list of CSE employers is available in the Financial Aid Office. Not all FWS employers are necessarily eligible to participate in CSE. If you wish to work for an off-campus employer who states that they cannot afford to pay the 25% share, and that employer does not appear on the CSE list, you must contact Financial Aid and make sure that the employer can participate in CSE before making any kind of commitment to that employer.

### 13.1.4 FWS ONBOARDING WITH HUMAN RESOURCES

The Financial Aid Office will provide you with a work authorization form that must be signed by you, Financial Aid Office staff, and your employer. If this is your first time working at California Western, you must also submit W-4 and I-9 forms to the Payroll Office and complete the onboarding process.

Only after your financial aid file and onboarding process are completed may you start work. You are required to maintain an accurate time record and to have your time record approved by your supervisor and submitted via the online payroll system by the appropriate deadline for the pay period.

## 13.2 FEDERAL DIRECT SUBSIDIZED AND UNSUBSIDIZED LOANS

The Direct Subsidized Loan is a federally subsidized, need-based loan which is only available to undergraduate students. The Unsubsidized Loan is a non-need-based loan which is available to both graduate and undergraduate students. The maximum amount that graduate students may borrow in Unsubsidized Loans is \$20,500.00 per academic year. Unsubsidized Loan eligibility for summer enrollment is based on residual annual eligibility remaining after borrowing for the Fall and Spring trimesters. The lifetime cap is \$138,500.00, including any Subsidized and Unsubsidized Loans received as an undergraduate. The interest rate on Subsidized and Unsubsidized loans first disbursed from 7/1/2023 to 6/30/2024 is a fixed 7.05%. A loan fee of 1.057% will be deducted from each disbursement by the Direct Loan program. This fee will be redetermined effective 10/1/2023. Interest does not accrue on a Subsidized Loan as long as the borrower maintains at least half-time attendance at an eligible institution or during the six-month grace period after such enrollment ceases. The Unsubsidized Loan accrues interest during in-school, grace, and deferment periods, and that interest may be either capitalized or paid, at the

student's option. If capitalized, the accrued interest will be added to the principal loan amount when the loan enters repayment.

### 13.3 FEDERAL DIRECT PLUS LOANS

Graduate and professional students may borrow PLUS loans on their own, without a parent borrower. These PLUS loans are sometimes referred to as Graduate PLUS loans. PLUS loans have higher rates than Federal Subsidized and Unsubsidized loans, but are generally superior to private loans in most cases.

The interest rate on new PLUS loans first disbursed from 7/1/2023 to 6/30/2024 is a fixed 8.05%. A loan fee of 4.228% will be deducted from each disbursement by the Direct Loan program. This fee will be redetermined effective 10/1/2023. Students may borrow PLUS loans up to the school's cost of attendance minus other aid. There is no lifetime limit.

PLUS loans require that the borrower not have an adverse credit history. To this end, a credit check will be performed as part of the PLUS loan approval process. Borrowers who do not pass the credit check may be able to borrow PLUS if they obtain a creditworthy endorser or successfully appeal the denial. The PLUS credit criteria are generally less stringent than those of private student loan programs.

PLUS loans have up to a ten-year repayment period and a minimum monthly payment of \$50.00. Repayment begins within 60 days, but payments can be deferred while a student is attending school at least half-time.

The Financial Aid Office recommends that you consider all of your potential resources and evaluate your costs before applying for PLUS loan funds and try to borrow as little as possible.

Please note: CWSL is not responsible for providing replacement funds should you be denied loans because of poor credit or any other eligibility issues. If you want to review your credit report, you may request free copies of your credit report (s) at [www.annualcreditreport.com](http://www.annualcreditreport.com).

### 13.4 PRIVATE LOAN PROGRAMS

Private loans, also known as alternative loans or commercial loans, are generally more expensive than federal loans such as Unsubsidized Loans or PLUS Loans. Since the government does not insure or subsidize private loans, lenders frequently charge higher fees and/or charge a higher interest rate. The various deferment, repayment, and loan forgiveness plans available to federal student loans do not apply to private loans. In addition, private loan lenders require applicants to meet certain credit criteria and may require a cosigner. Most private loan programs allow you to borrow up to your Cost of Attendance minus other aid (scholarships, student loans, Federal Work-Study, state rehabilitation assistance, and so on). As with PLUS loans, private loans provide additional loan funds to students who are otherwise unable to meet education-related expenses; try to limit your borrowing as much as possible.

Private loans may not be used to circumvent the Cost of Attendance limit on total financial aid, as private loans are required to be counted as part of that total.

There are many different private loan programs available to law students. To qualify for a private loan, you must meet the lender's eligibility criteria including their credit standards, which usually

include a minimum credit score. Most private loan lenders offer loan pre-qualification, by phone or on their websites, to determine if you will be approved for their loans.

Please note: CWSL is not responsible for providing replacement funds should you be denied loans because of poor credit or any other eligibility issues. If you want to review your credit report, you may request free copies of your credit report (s) at [www.annualcreditreport.com](http://www.annualcreditreport.com)

#### **14.0 REFUNDS**

All students who withdraw, drop units, are academically dismissed, or take a Leave of Absence after classes begin, will have their tuition reassessed according to the Business Office policies and procedures. In addition, federal student loan recipients are subject to the Return of Title IV Funds policy if they withdraw, take a Leave of Absence, or cease to attend. This federally mandated policy applies to the Unsubsidized Loan Program and the PLUS Loan Program. Please refer to the Business Office Policies and Procedures for a full description of the federal refund policy and examples of how it is applied.

#### **15.0 FINANCIAL AID OFFICE HOURS**

The Financial Aid Office is normally open to students Monday through Friday from 8:00 a.m. to 5:00 p.m. Please be aware that the office occasionally closes for training sessions or staff meetings. Planned closings will be announced in advance.

## **H. CAREER AND PROFESSIONAL DEVELOPMENT OFFICE**

The Career and Professional Development Office (CPDO) offers a wide variety of services and popular programs designed to help you identify and achieve your career goals. These services and programs will provide you with essential tools for your career development.

First year students are encouraged to attend CPDO panel discussions held during the Fall and throughout the school year. Then, starting in September 2023, first year students attend the Annual CPDO Orientation in a two-part series to begin their individual preparations to apply for and secure law clerk employment for Summer 2024. In order to allow first year students to acclimate to their studies, the CPDO does not provide individual job search guidance until after the Orientation. First year students entering in January 2024 will receive their orientation in June 2024.

All students have access to and should review the “Career & Professional Development Office Student Guide” which is available on Canvas. Then schedule an individual meeting with a Career Advisor to map out the necessary steps to your next position as a law clerk or entry level attorney. Initial 1L meetings with a CPDO staff member should be scheduled after September 15, 2023.

Please note: If there are restrictions in place due to the COVID 19 pandemic, CPDO services are offered online and virtually.

## **I. SERVICES**

**Individual Career Advising.** Individual meetings with Career Advisors are the quickest and best way to get the information you need about your particular areas of interests and to develop a job search strategy that is tailored for you. We strongly recommend that students regularly participate in individual advising sessions, which may be scheduled any day of the work week throughout the calendar year.

**Mock Legal Job Interviews.** Interviewing for law clerk jobs is a skill. In mock law job interviews, you practice your interviewing skills with a member of our staff or a volunteer practicing attorney, and receive feedback and suggestions for improvement. Throughout the year, we offer opportunities to practice this skill in mock interviews with practicing attorneys from the community. During the fall, attend the seminar entitled “**Interviewing and Networking Tips**” where we will discuss application materials, interviewing tips, and networking. You must attend this event in order to participate in our Mock Interview Program with a practicing attorney.

**Online Job Database - Symplicity.** Legal employers from San Diego and around the country frequently notify our office of current job openings for student law clerks and entry-level or experienced attorneys. We immediately post that information in our Online Job Database, Symplicity. Visit our Related Websites page for links to other valuable job search sites.

**Our Lobby is Your Personal Business Office.** You are always welcome to use our equipment and supplies in the CPDO. Your career development and job search require access to a quality printer, copier, scanner, fax machine, and the Internet. We offer all of this at no charge for students and alumni.

**Reciprocity.** We assist students and alumni in requesting permission to use other law schools' career services offices if they are relocating to a different geographic area after graduation. 1Ls and 2Ls may also use this service to find summer internships outside of San Diego County.

**Resource Library.**

Talk with a career advisor to learn which printed job resources are available in our office that relate to your individual career interests.

**Calendar & Social Media.** Always read your emails and check Symplicity for notices about upcoming professional events on campus and around San Diego. In addition, be sure to follow CPDO's social media accounts for helpful tips and newsworthy items.

**LinkedIn:** [www.linkedin.com/company/calwesterncpdo](http://www.linkedin.com/company/calwesterncpdo)

**Facebook:** [@cwslCareer](https://www.facebook.com/cwslCareer)

**Instagram:** [@cwsl\\_career](https://www.instagram.com/cwsl_career)

**Canvas:** [CPDO Canvas course link](#)

**Professional Training.** Throughout each trimester, the CPDO offers training seminars and interactive workshops designed to help you market yourself to legal employers and achieve successful career advancement. Topics include legal resume and cover-letter writing, interviewing, career planning, using social media, and networking. Current students can view the CPDO's upcoming events on Canvas or on the campus calendar.

**Attorney Panels.** Every year, the CPDO sponsors a series of attorney panel discussions featuring practitioners from many law firms and organizations that provide a realistic overview of specific practice areas. Each panel discussion includes a Q&A session, as well as the opportunity to network with participating attorneys.

**On-Campus Interviews.** Throughout the year, but primarily in the spring and fall, legal employers come to California Western to interview students on-campus (or interview virtually via Zoom or MS-Teams) for student law clerk and entry-level attorney positions. Many of these opportunities are in San Diego, but employers from other parts of California and around the country also participate.

**Lunch with Lawyers.** "Lunch with Lawyers" is a chance for students to share a relaxed, catered, lunchtime discussion with an alumnus or local attorney who practices law or is otherwise employed in a specific area of interest. Lunch groups are limited to seven students and the participating attorney, to ensure that the meeting is intimate, productive, and informative. Participating attorneys can be a valuable source of career and professional guidance for students, as well as a new friend in the legal community. To plan to attend upcoming lunches, please look for CPDO events displayed on Symplicity, CPDO's Canvas page, or in emails from the CPDO.

**Pro Bono and Public Service Programs/Fair.** These programs provide you with an effective way to gain practical legal experience, while also contributing to the needs of the local community. We can help connect you with an organization where you will be trained to serve as a law clerk. Almost every pro bono and public service legal organization in San Diego participates in this

Program. After meeting informally with representatives of organizations that participate in this Program at the Pro Bono Public Service Fair in the Spring, you can then apply for clerkships at targeted organizations through the Spring and Fall Recruiting Programs, or throughout the year as posted on Symplicity.

**Small/Midsized Law (SMSF) Career Expo/Fair.** Beginning in spring 2024, California Western will be hosting an annual SMSF career expo/tables event alongside the spring recruiting program. This event seeks to bring private law firms with small (1-10 attorneys) and midsized (11-25 attorneys) law firms to campus to meet and recruit California Western students.

**Regional Career Fairs.** In conjunction with other A.B.A. accredited Southern California law schools, we sponsor and participate in several Career Fairs that offer detailed programs in particular areas of law. These provide opportunities to meet practicing attorneys in various fields and interview for available positions. Look for Career Days in Public Interest Law, Sports and Entertainment Law, and Solo and Small Firm Practice.

**Alumni Career Advisors Network.** Graduates of California Western from all areas of practice and from all around the country have volunteered to speak with you informally and individually about what they do and how they got there. We have information on each of these generous alumni that enables you to learn about and connect with practitioners who have current insights in your areas of interest.

**Alumni Mentor Program.** A mentor can serve as an important guide to the profession and can be a great resource in your career development. In your second or third year, arrange with the CPDO to be matched with a California Western alumnus mentor. We endeavor to match you with an alumnus who shares interests in common with you.

### **Access to Law Incubator.**

The [Access to Law Incubator \(ALI\)](#) was developed to promote access to legal services and support lawyers who wish to have solo-, small-firm, or nonprofit-practices. If you are considering a career in solo practice, contact Matthew A. Lab at [mlab@cwsu.edu](mailto:mlab@cwsu.edu) to discuss post-graduation options with ALI.

## **II. INTERVIEW CANCELLATION POLICY**

We encourage you to apply for internship and law clerk positions and to take full advantage of programs that require students to submit their applications through the CPDO (Recruiting Programs). Please be aware that the appropriate time to decide whether you will accept and attend a real or mock interview is at the time that you submit your application. When you apply for any such opportunity, an employer representative will dedicate time to review your application and to schedule you for an interview.

Therefore, if you are chosen for, or you sign up for, a real or mock interview through the CPDO, you must accept and attend the interview. If there is an urgent change of circumstances, or an emergency arises which prevents you from doing so, you must obtain permission from the Assistant Dean of CPDO to cancel your interview as soon as possible upon learning of the change in circumstances or emergency. Your circumstances will be evaluated individually and permission to cancel will be determined on a case-by-case basis. You must appear for the interview unless expressly excused by the Assistant Dean of CPDO. Also, in the event you are excused from the

interview, you must promptly deliver a letter of regret and explanation to the employer, with a copy delivered to the CPDO.

Failure to adhere to this policy will result in appropriate action as determined by the Assistant Dean of CPDO and/or the Dean of Students.

### **III. NON-DISCRIMINATION POLICY**

California Western School of Law does not discriminate on the basis of age; ancestry; citizenship status; color; creed; disability or medical condition; gender; pregnancy, childbirth or related medical conditions; gender identity or expression; marital, military or parental status; national origin; race; religion; sexual orientation, or any other basis prohibited by law in the interviewing and employment of students and graduates. Participation in our CPDO programs is restricted to those employers who agree to comply with this policy.

### **IV. EMPLOYER MISCONDUCT**

If you believe an employer is in violation of this non-discrimination policy or you have any other grievance respecting an employer who has utilized California Western's services:

1. You may file a written complaint with the Assistant Dean of CPDO, who will conduct an initial review, investigation and recommend appropriate action.
2. If additional action is deemed appropriate by either the student or the Assistant Dean, the matter shall be referred to the General Counsel for review and recommended action.

### **V. MILITARY RECRUITING NOTICE**

California Western School of Law does not discriminate on the basis of age; ancestry; citizenship status; color; creed; disability or medical condition; gender; pregnancy, childbirth or related medical conditions; gender identity or expression; marital, military or parental status; national origin; race; religion; sexual orientation, or any other basis prohibited by law in the interviewing and employment of students and graduates. Participation in our Career & Professional Development Office programs is restricted to those employers who agree to comply with this policy. However, under the Solomon Amendment (10 U.S.C. §503), any school that prohibits the military from recruiting on campus will be denied certain federal funds. Thus, California Western School of Law allows the military to use the Career and Professional Development Offices' services and facilities for recruitment purposes.

Repeal of "Don't Ask, Don't Tell" (DADT) was finalized on September 20, 2011, and the Biden Administration issued the "Executive Order on Enabling All Qualified Americans to Serve Their Country in Uniform" on January 25, 2021. Nevertheless, military recruitment can still include discrimination based on physical and mental disabilities, specific medical conditions, and age qualifications. The Association of American Law Schools provides that law schools take ameliorative steps on campus, and the law school remains committed to eliminating discrimination in employment. As a result, California Western will take steps to ameliorate the adverse effect of any on-campus interviewing by military recruiters who do not abide by our Non-Discrimination Statement. We will endeavor to provide all of our students with a hospitable environment in which to apply and interview for positions. California Western is strongly invested in providing such an environment. Should you have any questions about this policy, please direct them to the Assistant Dean of Career & Professional Development Office, John McKee at [jmckee@cwsl.edu](mailto:jmckee@cwsl.edu)

## **I. LAW LIBRARY**

### STAFF

**Ali, Saad** *Serials Assistant*, 525-1424, [sam@cwsl.edu](mailto:sam@cwsl.edu)

**Baker, Brandon** *Head of Reference & Access Services*, 525-1425, [blb@cwsl.edu](mailto:blb@cwsl.edu)

**Glennan, Barbara** *Associate Director for Educational Technology & Strategic Initiatives*, 525-1499, [bag@cwsl.edu](mailto:bag@cwsl.edu)

**Gragg, Phillip** *Associate Dean for Library & Information Resources and Associate Professor of Law*, 525-1420, [pgragg@cwsl.edu](mailto:pgragg@cwsl.edu)

**Hirsch, Cindy** *Reference Librarian*, 515-1586, [chirsch@cwsl.edu](mailto:chirsch@cwsl.edu)

**Kipnes, Ian** *Acquisitions & Budget Control Librarian*, 515-1512, [ikipnes@cwsl.edu](mailto:ikipnes@cwsl.edu)

**Lancaster, John** *Audiovisual Supervisor*, 515-1454, [jhl@cwsl.edu](mailto:jhl@cwsl.edu)

**Moberly, Amy** *Associate Director for Technical & Administrative Services*, 525-1421, [alm@cwsl.edu](mailto:alm@cwsl.edu)

**Printz, John** *Educational Technology Technician & Digital Media Creation Specialist*, 515-1364, [jprintz@cwsl.edu](mailto:jprintz@cwsl.edu)

**Starnes, Daniel** *Student Network Systems Manager*, 525-1473, [dstarnes@cwsl.edu](mailto:dstarnes@cwsl.edu)

**Weaver, Bobbi** *Foreign & International Law Reference Librarian and Research Assistant Coordinator*, 525-1497, [baw@cwsl.edu](mailto:baw@cwsl.edu)

### REGULAR LIBRARY HOURS

#### **REGULAR LIBRARY HOURS**

Seven Days a Week 7:00 a.m. to 10:00 p.m.

#### **Circulation Desk Hours**

Seven Days a Week 9:00 a.m. to 5:00 p.m.

#### **Reference Service Hours**

Monday–Friday 9:00 a.m. to 5:00 p.m.

#### **Administration Offices**

Monday–Friday 9:00 a.m. to 5:00 p.m.

*Hours may vary on holidays and between terms.*



## Telephone Numbers

Circulation Desk (619) 525-1418 & Reference Librarians (619) 525-1419

## II. GENERAL LIBRARY RULES

We strive to make our collection conveniently available to all authorized users and welcome the following:

- CWSL affiliated faculty, students, staff, trustees, and graduates
- CWSL students enrolled in joint programs with UCSD and SDSU
- UCSD and SDSU faculty and students
- Faculty and students from other ABA-Approved Law Schools
- Members of the California Bar Association and their designated assistants
- Local librarians

CWSL students may bring one guest into the Library. The guest must sign-in at the Security desk upon entering. A child may accompany a CWSL student as a guest.

To ensure fair and comfortable use of the Library, we ask that all patrons abide by the Library's rules and procedures. In addition, patrons must always comport themselves in a professional and responsible manner. The Library reserves the right to revoke access privileges to anyone who fails to abide by these rules or who engages in inappropriate or unprofessional conduct. Furthermore, California Western Students may be subject to disciplinary action under the Code of Student Professional Conduct if they fail to abide by these rules.

Beverages must be in covered containers.

Light snacks are permitted on the 1st, 2nd, and 4th Floors, provided that it is not noisy, smelly, messy, or otherwise disturbs other students. No food is permitted on the 3rd Floor. Please respect this rule and your fellow students that may have food sensitivities and allergies.

Food deliveries to the Library are not permitted.

Consumption or use of alcohol, tobacco, and vaping products is strictly prohibited.

Deposit waste in trash receptacles and use Spill Station supplies for small messes. Please notify library staff about any large messes.

Do not leave personal items unattended at any time. The Library does not provide assigned carrels, so please remove all articles from desks and carrels upon exiting the Library. Personal items left will be brought to the Security Desk.

Silence **ALL** electronic devices before entering the Library. Speaking on mobile phones is NOT permitted in the Library.

The Library is a quiet environment. All patrons share in the responsibility of maintaining and respecting the quiet in the library. Patrons should expect the noise levels to be slightly elevated on the 1st Floor. Study rooms are available for quiet conversation and may be reserved by CWSL

students and CWSL bar-studiers by going to the CWSL website ([www.CWSL.edu](http://www.CWSL.edu)) select LIBRARY and then select the link for Study Room Reservations

### III. POLICY ON RESPONDING TO WARRANTS AND SUBPOENAS

It is the policy of the CWSL Library to protect the confidentiality of Library patrons to the extent permitted under state and federal laws. The Library must comply with all lawfully issued court orders and subpoenas properly served upon it and furnish the documents and materials specifically listed in a lawfully issued court order or subpoena.

1. It is further understood that compliance with validly issued court orders does not eliminate the right of the School to challenge their issuance in proper legal manner.
2. The Library will seek the advice of the school's counsel on all requests for searches of Library records, on the scope and content of the applicable laws pertaining to that particular search, and on compliance with the search of Library and patron records.
3. A Library employee or volunteer may disclose the contents of an electronic communication and/or information about a patron to law enforcement officials if he or she reasonably believes that an emergency involving immediate danger of death or serious physical injury requires disclosure without delay. She or he may rely upon the assertions of the law enforcement agent or officer as to the situation.
4. Library records which may be the focus of law enforcement requests include electronic, print, and other forms of patron information. The Library needs to retain specific information for the regular operation of library business. Archives of information that reveal identities of individuals are kept only when clearly necessary.
5. Each department in the Library is responsible for adherence to these policies and procedures. All Library personnel, including student assistants, are to be fully informed on this policy and procedure and on their own role if such situations arise. The policy is posted on the Library website, and on the staff bulletin boards in the Library.

### IV. CIRCULATION & CWSL LOAN RULES FOR STUDENTS

All material leaving the Library must be properly checked out at the Circulation Desk. **Students are required to present their California Western I.D. card when checking out materials.**

#### **1<sup>st</sup> Floor:**

Reserve & Open Reserve: 2-hours with overnight. There are some 24-hour DVDs.  
All core and reference will circulate for 2 hours.

#### **2<sup>nd</sup> Floor:**

Everything on the 2<sup>nd</sup> floor will circulate for 2 hours.

**Exception:** Staff and library science collections circulate for 1 month

### **3<sup>rd</sup> & 4<sup>th</sup> Floor**

Secondary resources will circulate for 1 month for students.

**Exception:** unbound periodical issues will circulate for 2 hours

#### **2 Hour Checkout:**

Material that circulates for two hours *may be eligible* for renewal up to three times. Students may renew by phone. However, students must speak directly with the Circulation Desk Assistant to determine renewal eligibility. Students leaving voice messages must include a return phone number in the event that the material has been recalled or cannot be renewed again. Leaving a voice message does not stop any fines from accruing. Two-hour checkout items incur a fine of \$1.00 per hour, however, if the item has been recalled then the fine increases to \$5.00 per hour.

Some two-hour checkout items may circulate overnight. Overnight circulation begins two hours before closing. Items check out during these hours are to be returned to the Library by 1 hour after opening the following morning even if the following day falls on a weekend.

#### **1 Month Checkout:**

Students may check out long term materials for a renewable 30 day period. Overdue fines for such items are 25¢ per day (for recalled items, the fine increases to \$5.00 per day), up to a \$25.00 maximum per item.

## **V. LIBRARY STUDENT COMPUTING**

The computers in the Collaborative Space are for the exclusive use of CWSL students and faculty and are available for use during regular Library hours. The computers are for academic or job-search related work only, they may not be used for outside employment projects. Violators of this policy are subject to disciplinary action. CWSL graduates may use the computers for job-search or bar-study purposes only.

Wireless network access is available throughout the Library, and Ethernet and electrical power are available at most seats.

In order for students to keep their CWSL student network account and privileges active they must sign an appropriate use policy (AUP) that will be emailed to them upon account activation. The student's signature on the rules form acknowledges his/her acceptance of and intent to follow the AUP rules while using CWSL computer systems. The text of the AUP is located on the CWSL Student Computing website: [www.cwsl.edu](http://www.cwsl.edu) → Library → Student Computer Services. Failure to turn in a signed copy of the rules does not nullify the application of the rules.

### **CALIFORNIA WESTERN SCHOOL OF LAW Student Network ("CWSLSN")**

1. The 290 Collaborative Space may be reserved by faculty or library staff at any time for training purposes. Every effort will be made to notify students in advance of these training sessions.

#### **APPROPRIATE USE OF NETWORK & COMPUTERS:**

**Note:** the term 'network' used in this document includes all CWSL wired and wireless networks.

1. **Introduction:** The purpose of this document is to provide guidelines for the responsible use of computing, and for maintaining the integrity of the cabled and wireless networking systems at CWSL. Student use of CWSL computer and network resources is governed by this policy, the CWSL Student Honor Code, and applicable state and federal laws.

2. **Access:** The computer resources and facilities are solely for the use of CWSL registered students, faculty, staff, and approved guest accounts.

3. **Confidentiality & Ownership:** We will attempt to ensure the security of information residing on CWSL computing systems. Computing systems encompass all computer related equipment including but not limited to hardware, software, cabling, phone lines, data and communication devices that are CWSL property or under its control. The information residing on CWSL computing systems is considered proprietary in nature and is there to be viewed, accessed and disseminated only by or to authorized persons. Information residing on all CWSL computer systems is CWSL property. CWSL does not guarantee the privacy of data or use and reserves the right to monitor files, e-mail, and any usage of computer resources.

4. **Violations:** Violation of this policy, or applicable state and/or federal laws, may result in a permanent loss of computing privileges, referral to the proper authority on campus, administrative action, probation, suspension, expulsion, an obligation to make financial restitution, a fine and/or imprisonment. Violations of any computer system, computer laws and policies, and/or breach in security of any computer equipment should be reported as follows:

- **Within the Library:** Report violations to the Library's Associate Director for Public Services & Educational Technology, who will notify the Library Director and the Executive Director of Enterprise Systems when appropriate. The Executive Director of Enterprise Systems or the Library Director will notify the Vice Dean and/or Dean of Students, who will notify the Honor Code Violations Committee when a student is involved, or the Dean, when a non-student is involved.
- **Outside the Library:** Report violations to the Executive Director of Enterprise Systems, who will then follow the appropriate procedures stated in the previous paragraph.

The user community is expected to cooperate with CWSL in its operation of computer systems and networks as well as in the investigation of misuse or abuse. Should the security of a computer system be threatened, user files may be examined under the direction of the appropriate Law School officials.

**5. It is a violation of CWSL appropriate use policy for an individual to do any of the following:**

- a. Create an unauthorized "Rogue" network connected to any CWSL network or computer.
- b. Use any of the microcomputers, workstations or networks for other than CWSL-related course work, research project or departmental activity. Computers, workstations or networks must not be used for individual personal financial gain unless in support of CWSL research or department projects or as permitted by CWSL policies.

- c. Use a network account that was not assigned to you by CWSL as a single or multiple-access user.
- d. Provide a password that was assigned to you by CWSL as a single or multiple-access user to another individual.
- e. Attempt to disguise the identity of the account or machine you are using.
- f. Attempt to circumvent data protection schemes or uncover security loopholes.
- g. Deliberately perform an act which will seriously impact the operation of computers, terminals, peripherals or networks, including but not limited to theft of equipment, tampering with the components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer.
- h. Run or install on any of the computer systems, or give to another, a program which could result in the eventual damage to a file or computer system and/or the reproduction of itself. This is directed toward but not limited to the classes of programs known as Malicious Software.
- i. Attempt to modify in any way hardware or software which CWSL supplies for any type of use at its sites. It is also a violation to load personal software on the computer system without the express written permission of the Executive Director of Enterprise Systems or the Library's Associate Director for Public Services and Educational Technology.
- j. Deliberately perform acts which waste computing resources. These acts include but are not limited to sending mass mailing or chain letters, obtaining unnecessary output, creating unnecessary multiple jobs or processes, or creating unnecessary network traffic.
- k. Harass others by sending annoying, threatening, libelous, or sexually, racially or religiously offensive messages.
- l. Attempt to monitor another user's communications, or read, copy, change or delete another user's files or software, including e-mail and voice mail, without the owner's permission.
- m. Intercept or interfere with the printing or downloading of the data of another user.
- n. Fail to abide by the terms of all software licensing agreements and copyright laws.
- o. Place the following information or software on any CWSL-owned system on or off campus:
  1. That which infringes upon the rights of another person.
  2. That which is abusive, profane or sexually offensive to the average person.
  3. That which consists of information which may injure someone else and/or lead to a lawsuit or criminal charges. Examples of these are pirated software, destructive software, obscene materials or libelous statements.
  4. That which consists of any advertisement for commercial enterprises.

In addition, CWSL reserves the right to monitor all network bandwidth and/or prohibit any traffic that interferes with legitimate use of network resources. CWSL will manage the voice, data and video bandwidth. Prohibited activities include but are not limited to use of a computer or any device to monopolize network bandwidth and interfering with access to Internet based resources. The unauthorized sharing of any material not authored or created by the sender over the network is prohibited. This includes but is not limited to copyrighted materials, classroom lectures or other intellectual property. For example: movies, music or audio or video recordings of classroom lectures.

## **6. Digital Millennium Copyright Act**

The Digital Millennium Copyright Act provides certain liability protections for online service providers, including CWSL, when their computer systems or networks carry materials that violate (infringe) copyright law. To qualify for liability protection, our law school is required to have a policy under which the computer accounts of users will be terminated if they repeatedly infringe on the copyrighted works of others.

### **Policy Statement:**

Students, faculty and staff at CWSL are expected to comply with federal copyright law. Most creative and intellectual work has copyright protection even if it does not explicitly indicate it is copyrighted. Most often copyright is held by the author, but this may not necessarily be the case. Text (including email and web information), graphics, art, photographs, music, and software are examples of types of work protected by copyright.

- Copying, saving, distributing, sharing, downloading, and uploading a copyrighted work on the Internet, even if innocent or unintentional, may infringe the copyright for that work. *Whenever CWSL becomes aware of probable violations of copyright law, the school will investigate and take timely action to stop such infringement. In the case of repeat infractions by a single network user, such action may include terminating the user's computer account and other access privileges.*
- CWSL personnel will periodically scan user's network storage space for possible illegal copies of copyrighted files and require user to delete these files or show proof of valid license. Students who continually store illegal copies of copyrighted files on CWSL network storage space may lose network privileges. Note: This does not apply to student data NOT stored on the CWSL network.

## **7. Use of the network during classroom teaching is subject to any additional restrictions imposed by the instructor.**

## **VI. ACADEMIC USE OF WESTLAW/LEXIS/BLOOMBERG DATABASES**

CWSL Library reminds students that by registering and activating their WESTLAW, LEXIS and BLOOMBERG accounts they are agreeing to abide by each company's respective user agreements.

Students are responsible for reading each agreement carefully to understand the parameters under which they may use the BLOOMBERG/LEXIS/WESTLAW databases. These parameters include, but are not limited to:

- Use is authorized only while enrolled as a student at CWSL
- Authorized use is for educational purposes only, related to CWSL coursework
- Use is non-transferable, i.e. students may not allow other people to use their WESTLAW/LEXIS/Bloomberg accounts
- Downloading and/or transferring data from these services is limited by the agreement

If a student has a question about the meaning or limitations of a particular agreement, they should contact the company's representative or **Barbara Glennan**, *Associate Director of Educational Technology & Strategic Initiatives* at the Library.

## VII. PRINTING

Each student receives a printing credit of 300 pages for each trimester in which they are enrolled. Students may exceed the allowance, but must pay for additional printouts.

### PRINTING BILLS

Non-graduating students may leave charges on their account until the next trimester they are enrolled, when another 300 pages will be credited to their account. However, once a year **in August**, all accounts must be settled and reset for the fall term. Students may pay their bills in the Library Administration Office until the date they are sent to the Business Office for collection. Students will be notified of the **date** the bills will be sent over. Once sent to the Business Office, the bill will not be reduced or renegotiated by staff. **Notification of grades will be withheld until the bill is settled.** Graduating students must settle their printing account before graduation, regardless of the trimester.

Students may check their printing accounts when logged into the student network in the Collaborative Space by clicking on the "\$" symbol in the task bar at the bottom right of their computer screen. It is to students' benefit to regularly check their accounts, so that any errors or questions can be addressed in a timely manner.

### EXTENDED PRIVILEGES

Faculty Research Assistants printing for faculty projects, law review members working on law review projects, and students working on the Moot Court competition have extended privileges. Students who pay a lab fee for a class are also granted extended privileges. It is a violation of the Honor Code to use these privileges for other academic or personal projects. For questions and instructions on these extended privileges please contact one of the following staff members: Barbara Glennan (525-1499), or Daniel Starnes (525-1473).

## VIII. AUDIO-VISUAL & EDUCATIONAL TECHNOLOGY

The Library oversees educational and classroom technology and audio-visual needs for the campus. Students or student organizations who require setup for an event or a presentation should **email [edtech@cwsl.edu](mailto:edtech@cwsl.edu) at least 48 hours before an event** (more lead time is appreciated).

The Library also provides the following for check-out to students, faculty, and staff at the Reserve Desk (some restrictions may apply):

- iPad/iPod to VGA connectors
- HDMI to VGA connectors
- Mini-display to VGA connectors
- Cords for hardwired connection to the CWSL student network
- Video cameras with SD cards
- Multimedia headsets
- Audio headsets

## **IX. 350 CEDAR STREET SATELLITE LIBRARY AND STUDY FACILITIES**

The Library also has satellite facilities in the 350 Cedar Street Building. Satellite facilities include: The Roy Bell Reading Room on the 3rd Floor and closed stacks on the lower floor. There are study rooms on the lower and upper floors. Sign-up sheets for the study rooms are available in the Lobby of the 350 Cedar Building, and are administered by Facilities. CWSL Graduates are allowed access to some of these study rooms.

The Library maintains closed stacks in the 350 Cedar Street Building, which include archival materials, superseded and historical volumes, as well as duplicate and exchange items. If you need to see specified materials shelved in the closed stacks (indicated by the location STORAGE or ARCHIVES in KIM online catalog), please fill out a request form available at the Circulation Desk and attach the printout from the online catalog. Materials are retrieved at 10:00 am and at 3:00 pm Monday-Friday. Materials will be held at the Circulation Desk for three days.

Food and non-alcoholic drinks are allowed in the reading room and study rooms of 350 Cedar Street Building.

## **J. GENERAL AREA SERVICE INFORMATION**

**Emergency** ..... 9-1-1  
 (outside of San Diego).....619-531-2065  
**24 hour Non-Emergency**.....**619-531-2000**  
**or**.....**858-484-3154**  
**Non-Emergency Fire Rescue**.... **619-533-4300**

### **PARKING**

**CWSL North Parking lot (2<sup>nd</sup> Avenue and Cedar Street, next to Law Library)**

**The North lot is available to students and bar takers during specified times but must obtain an authorized parking pass from the 290 Cedar Street Campus Security desk (library building).**

**Authorized days and hours for current students and bar taker use:**

**Monday – Friday: 3:30 p.m. – 1:00 a.m.**

**Weekends, School Holidays: 6:00 a.m. – 1:00 a.m.**



**For a regularly updated list of parking options in the area please go to:**  
<https://www.cwsl.edu/directions/parking-map>

**For additional information about downtown parking visit:**

<https://www.parkwhiz.com/p/san-diego-parking/map/>

## **TRANSPORTATION**

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) (619) 233-3004, [www.sdmts.com](http://www.sdmts.com)**

### **BUS**

One-way fares are \$2.25 - \$10.00 (\$1.10 - \$5.00 for seniors or disabled individuals) depending on your route.

### **TROLLEY**

One way fare is \$2.50. For seniors or disabled individuals, the fare is \$1.25. The trolley runs from downtown to the Tijuana border (south) and from downtown to Santee (east) and also to Mission Valley and Qualcomm Stadium.

## **K. TRIMESTER CALENDAR 2023-2024**

For the most up to date calendar information, visit the website at

[https://www.cwsl.edu/current\\_students/registrar/courses\\_and\\_registration/academic\\_trimester\\_calendar.html](https://www.cwsl.edu/current_students/registrar/courses_and_registration/academic_trimester_calendar.html).