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

2026-2027

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CALIFORNIA WESTERN
SCHOOL OF LAW / San Diego

STUDENT HANDBOOK

FALL 2026 – SUMMER 2027

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. 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 and Administrative Services, located at 225 Cedar Street, Second Floor, San Diego, CA 92101, (619) 515-1588.

B. FREEDOM OF EXPRESSION STATEMENT

California Western School of Law (CWSL) recognizes the importance of the expression of differing opinions as part of the academic endeavor and endorses freedom of thought and expression in accordance with the laws and Constitution of the United States and State of California. The right of free expression includes the right to peaceful dissent, to communicate ideas that may be controversial or unpopular, protests in peaceful assembly, and orderly Demonstrations.

At CWSL, as in the broader society, freedom of speech and expression is not absolute: speech that is libelous, slanderous, incites to riot or is unlawfully harassing is not protected. Speech or conduct that hinders free expression by preventing or substantially interfering with the carrying out of law school functions or approved activities is prohibited. In addition, speech directed at persons with a perceived intent to cause substantial injury is not protected by academic freedom. In accordance with applicable laws and CWSL policies, including the Code of Student Conduct and Discipline (students), Employee Handbook (faculty and staff), and Faculty Bylaws (faculty), members of the CWLS community are expected to maintain an environment that ensures equal opportunity to pursue learning for all its members.

C. STATEMENT OF ACADEMIC POLICIES

Academic Polices 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 September 2026]

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. Studied in residence at an accredited law school for not fewer than six full-time or eight part-time terms or the equivalent thereof.

2. Attendance during the final term 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.

3. Completion of all required courses, including 10 units of Experiential (EXP) coursework and the Scholarly Writing requirement. (See Section 2.01.) Students graduating prior to the Fall 2021 term are subject to the previous 15-unit EXP requirement.

4. Completion of 90 credits (units). No credit towards graduation will be awarded for failed courses. See also Section 1.02. 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.

5. Attainment of a cumulative grade point average of 2.00 or better.

6. Attainment of a term grade point average of 2.00 or better in the student's final term. (See Section 7.33.)

7. 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.

8. 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.

9. 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 in the fall and spring terms and 7 credits in the summer term (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 in the fall or spring or 7 credits in the summer (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 term for two terms, for a maximum of two (2) credits in their first year of membership. A student may elect to receive fewer units if necessary to comply with graduation credit limits. In their second year of Journal membership:

   - Members of the Executive Board may receive two (2) credits per term 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 term, including the summer term, for a maximum of three (3) credits in their second year of membership.
   - All other Journal members may receive one (1) credit per term for two terms, 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 term 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 term has passed, the student may receive credit for the term of selection in the term immediately following the term 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 term 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.

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 term 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 type a minimum of 7,000 words (exclusive of footnotes) for the first credit and at least 6,000 words (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 term in which they plan to enroll in an Independent Study and to include that course in their pre-registration for that term.

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 term 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 term after commencing law study, usually during May of the third academic year. A student may graduate upon completion of five terms (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:

First Term		Second Term	
Civil Procedure I	3 units	Civil Procedure II	2 units
Contracts	4 units	Criminal Law	3 units
Foundations of Law	1 unit	Elective or Foundations of Law II	3 units
Legal Skills I	3 units	Legal Skills II	3 units
Torts	4 units	Property	4 units

Part-time First Year, Fall Entry:

*This schedule is for illustrative purposes only and is subject to change.

First Year

Fall		Spring	
Foundations of Law	1 unit	Legal Skills II	3 units
Legal Skills I	3 units	Property	4 units
Criminal Law	3 units	Civil Procedure II	2 units
Civil Procedure I	3 units		

Second Year

Fall		Spring	
Contracts	4 units	Evidence	4 units
Torts	4 units	Professional Responsibility	3 units
Elective or Foundations of Law II	3 units		

Upper Division - Second or Third Year: *

Constitutional Law I	3 units
Constitutional Law II	3 units
Criminal Procedure	3 units
Evidence	4 units
Professional Responsibility	3 units

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

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

B. In addition to the above requirements, a student must submit work satisfying the Scholarly Writing Requirement and successfully complete 10 units of Experiential (EXP) coursework.

1. Students may count 2 units from Legal Skills II toward this 10-unit requirement.

2. Students may satisfy the remaining 8 units of this 10-unit requirement 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.

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 typed and a minimum of 7,000 words, excluding footnotes, table of contents, and/or abstract in Bluebook form. The use of any artificial intelligence in generating, editing or otherwise assisting in the creation of a SWR paper or other work product shall be governed by Academic Policy 2.08 and Section 105 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 or International Law Journal 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 term and must be taken during the term in which the student is fulfilling the SW requirement.

C. First Year and Upper Division Academic Support Requirements

1. Eligibility and Requirements

a. Full-Time First Year

Full-time students with a first-term grade point average at or below 2.80 will be required to enroll in Foundations of Law II in the second term of their 1L year. Students with a first-term grade point average at or above 2.81 and at or below 3.16 may voluntarily opt into Foundations of Law II.

b. Part-Time First Year

Part-time students with a second-term grade point average at or below 2.80 will be required to enroll in Foundations of Law II in the third term of their 1L year. Students with a second-term grade point average at or above 2.81 and at or below 3.16 may voluntarily opt into Foundations of Law II.

c. Upper Division

Students who complete their 1L year with a Cumulative GPA at or below 3.07, and students who repeat their first year with a cumulative grade point average below 3.33 will be required to enroll in Business Organizations in the 2L or 3L year, Advanced Legal Analysis in the 2L year, and Bar Exam Fundamentals in the 3L year. Students who are required to enroll in Bar Exam Fundamentals must attain a minimum grade of C- or better in Bar Exam Fundamentals. Failure to obtain a C- or better grade will require the student to retake the class. Students will only be required to repeat the course once. This grade requirement is not appealable or waivable under any circumstances.

2. Course Scheduling Requirements

Students who are required to take Advanced Legal Analysis should engage in academic counseling with a staff member in the Academic Achievement Office prior to registration for that term.

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). CWSL also will not give credit for EXP credits or other practicum-based units taken at another law school, or for Pass/Fail credits taken at another law school. All credits that are transferred in are at the discretion of the Vice Dean or Vice Dean designee.

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 terms for courses previously completed at an AALS member law school, and up to the equivalent of two terms 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(A).

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 term.

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. Under the guidelines for retaking a course, the original grade, GPA, and units will be calculated in the transcript until the course is successfully passed. If the course is repeated and a non-passing grade is earned, the repeated grade, GPA, and units will be calculated in the transcript. Once the course is completed, the new grade, GPA, and units will be calculated in the transcript. The prior enrollment with the original grade and units will continue to be displayed on the transcript; however, the GPA and units will not be calculated in the transcript toward 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, ARTIFICAL 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 submitting 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. TERM ENROLLMENT

3.01 FULL-TIME OR PART-TIME ENROLLMENT

Prior to the first term, 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 term grades.)

A full-time upper division student will enroll in 12 or more units subject to the maximum course load under Academic Policy 3.02. After completion of the first year, a full-time student may switch to part-time with the permission of the Vice Dean of Academic Affairs.

A part-time upper division student will enroll in 6-11 units. After completion of the first year, a part-time student may switch to full-time with the permission of the Vice Dean for Academic Affairs. An upper division student may not enroll for fewer than 6 units without seeking prior approval of the Vice Dean for Academic Affairs.

The summer term does not count for purposes of this section.

It is strongly advised that students carefully consider the financial and academic implications of changing their enrollment. Students who wish to change from part-time to full-time or vice versa 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 fall or spring term nor any course load that will result in more than 17 hours of classes during any week in a term. No part-time student will be permitted to take over 11 units during a fall or spring term, nor any course load that will result in more than 11 hours of classes during any week in a term. 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. The maximum number of units a full-time or part-time student will be permitted to take during the summer term is 10 units.

Full-time students may petition for permission to exceed the maximum credit units for fall or spring but will not be permitted to take more than 18 units in a term. 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:

As a full-time student, a minimum of twelve (12) units must be taken during the fall and spring terms in law school.

B. Part-Time Students:

As a part-time student, a minimum of six (6) units must be taken during the fall and spring term in law school.

The summer term does not count for purposes of this section.

3.04 TUITION CHARGE

Information on tuition charges for full-time and part-time students is available on the CWSL website. Full-time students who are permitted to exceed 17 units in a term are not required to pay for the excess unit. Students should discuss any tuition or financial aid questions with the Business or Financial Aid 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(E).

B. A second- or third-year student may add a course after enrollment for any term under the following circumstances:

1. within the first five days of scheduled classes for the term;

2. after the first five days through the tenth day of scheduled classes for the term, with permission from the Vice Dean for Academic Affairs provided the professor does not object;

3. 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 term under the following circumstances:

1. within the first ten days of scheduled classes for the term, by written notice to the registrar; or

2. after the first ten days of scheduled classes for the term, only for good cause and with the permission of the professor and the Vice Dean for Academic Affairs. See 3.05(E).

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 term 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 term 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 enrolled in fall or spring courses may be subject to withdrawl 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.

Students enrolled in the summer term may be subject to withdrawal from a course if the student has more than 2 absences, in those classes which meet once a week; or 4 absences, in those classes which meet twice a week; or 6 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 TERM EXAMINATIONS

Final written examinations are required in all courses at the completion of each term 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

Faculty may award final grades that reflect assessments of professionalism, participation, and preparation to the extent that the faculty member deems appropriate to the learning objectives of a course. Where professionalism, participation, and preparation make up any portion of a student's grade, the syllabus and/or other published course materials must be set forth an explanation of how these skills and behaviors will be assessed and graded.

5.03 ANONYMOUS GRADING

Examination answers are identified by number rather than by name to ensure 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 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 term 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 term as long as the same teacher will be teaching for the full year and the final examination in the second term 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 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 term. 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 letter scale according to the following descriptive guidelines:

GRADE	GRADE DEFINTION	GPA VALUES
A +	**Excellent to Outstanding.** The student has demonstrated excellent to outstanding progress in meeting all of the learning outcomes of the course. The student has demonstrated excellent familiarity with all of the course subject matter and is believed to have proficiency in analysis comparable to that of competent members of the profession.	4.33
A		4.00
A -		3.67
B +	**Good to Very Good**. The student has demonstrated good to very good to progress in meeting substantially all of the learning outcomes of the course. The student has demonstrated good familiarity with substantially all of the course subject matter and proficiency in analysis beyond the base standard of most students who complete the course.	3.33
B		3.00
B -		2.67
C +	**Satisfactory**. The student has demonstrated satisfactory progress in meeting most of the learning outcomes of the course. The student has demonstrated sufficient familiarity with most of the subject matter and sufficient proficiency in analysis to warrant the conclusion that, assuming diligent post-graduate study and review, the student will be professionally competent in the subject matter.	2.33
C		2.00

C -	**Unsatisfactory**. The student has demonstrated progress toward meeting some, but not most, of the learning outcomes of the course. There is reasonable basis to conclude that the student can achieve minimum proficiency in the course subject without repeating the course, but the level of achievement, if indicative of the student's overall performance, would not warrant graduation.	1.67
D		1.00
F or Fx	**Fail**. The student has demonstrated insufficient progress in meeting the learning outcomes of the course, such that a passing grade is not warranted. There is no basis to conclude that the student will achieve minimum proficiency in the subject matter without repeating the course. The level of achievement, if indicative of the student's overall performance, would not warrant graduation. A Fx will be awarded when a student receives a failing grade due to a violation of the Code of Student Conduct and Discipline.	0.00

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

B. Credit towards graduation is awarded for grades of D to A+. No credit towards graduation will be awarded for grades of F or Fx, 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 enter the grades as described in Academic Policy 6.02(A).

	Grade	**Grade Range**	
		MIN	**MAX**
First/Second Term of First Year	A+, A	4%	12%
	A-	6%	14%
	B+	8%	18%
	B	14%	22%
	B-	**18%**	**26%**
	C+	8%	14%
	C	6%	12%
	C-	4%	10%
	D	4%	10%
	F	0%	4%

	Grade	Grade Range	
		MIN	MAX
Legal Skills I, Legal Skills II	A+, A	4%	13%
	A-	6%	15%
	B+	8%	18%
	B	**18%**	**30%**
	B-	14%	24%
	C+	8%	14%
	C	6%	12%
	C-	4%	10%
	D	4%	10%
	F	0%	4%

	Grade	Grade Range	
		MIN	MAX
Upper Division Classes of 15 or fewer and Bar Exam Fundamentals * (Clinical Externship is exempt from this or any curve.)	A+, A, A-	10%	40%
	B+, B	**40%**	**60%**
	B-	0%	30%
	C+, C	0%	30%
	C- and below	0%	20%

	Grade	Grade Range	
		MIN	MAX
Upper Division Classes of 40 or fewer (16-40; medium)	A+, A	5%	15%
	A-	8%	18%
	B+	14%	24%
	B	**20%**	**30%**
	B-	14%	20%
	C+	10%	14%
	C	4%	10%
	C-	4%	10%
	D	0%	4%
	F	0%	4%

	Grade	Grade Range	
		MIN	MAX
Upper Division Classes of more than 40 (large)	A+, A	5%	10%
	A-	10%	15%
	B+	15%	20%
	B	**25%**	**30%**
	B-	15%	25%
	C+	10%	20%
	C	5%	15%
	C-	4%	10%
	D	0%	4%
	F	0%	4%

D. For each graded class, a student will receive a letter grade (A+ through F) and a corresponding GPA value for that class. The points total (PTS) for a course is determined by multiplying the GPA value associated with the letter grade received by the number of graded units for that course. (For example, a three-unit course with a grade of A+ would receive a GPA value of 4.33 x 3 credits for a total of 12.99 PTS). The cumulative GPA is determined by dividing total PTS for all classes taken by the total number of GPA units taken to determine the corresponding cumulative grade point average. The cumulative GPA will eventually be used to determine class rank.

At the conclusion of any course, the faculty member shall select the highest performing student to receive an Academic Excellence Award based upon the highest total raw score in the class (inclusive of professionalism/participation points where appropriate), and the Registrar shall note this designation on the student's transcript.

In the event that the faculty member deems two students deserving of recognition both 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 1.02), and Advanced Legal Analysis.

Independent Study, Foundations of Law I and II, and the first-year elective course will be graded, and students will be 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, first-year elective, or Foundations of Law II course.

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 term 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 in non-exam courses which propose completion of course requirements up to three weeks from the last day of classes in the term in which the course was taken may be approved by the professor teaching the course for good cause.

2. Requests for incompletes in non-exam courses which propose completion of course requirements after three weeks from the last day of classes in the term 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.

3. Requests for incompletes for exam courses for any length of time must be approved by the Vice Dean for Academic Affairs and will only be approved in extraordinary circumstances and with the submission of any requested documentation. To maintain the anonymity of a student's exam, requests for incompletes for exam courses should be directed to the Vice Dean's Office and not the professor.

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. For non-exam courses, 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.

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

Dean's Honors designations are only awarded for the fall and spring term. Dean's Honors designations are not awarded for the optional summer term.

A. Full-time Students

Any full-time first year student whose class standing G.P.A. at the end of the second term 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 fall or spring term, 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 term 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 term 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 term 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 fall or spring term, 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 term 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 term 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 annually by class (determined as provided in Section 6.07) based on their cumulative grade point average following the conclusion of the academic year, the end of the spring term.

To determine class rank, students that were enrolled and completed any graded units during the academic year will be ranked in accordance with their class year and division. For example, all first-year part-time students will be ranked as one cohort, while first-year full-time students will be ranked as a separate cohort. Students that did not complete any graded units within the academic year will carry their class rank from the prior ranking year.

Graduation rank is based on cumulative grade point average at the time of graduation that consists of graduates in the spring, the prior fall, and prior summer terms. Full-time and Part-time graduates are ranked together.

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 term, excluding the first semester 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 2.15 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 term 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 2.15. 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 term, or 27 units, whichever occurs later, in order to continue into the fourth term, a part-time student must achieve a cumulative grade point average of at least 2.15. 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.

7.22 Students not continued into the upper division who have five (5) or more course grades below C are ineligible for readmission. 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 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 2.15 in any term 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.

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 term after matriculation into the upper division and every term 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 term 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 term 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 term, 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 term average of less than 2.00 (but with a cumulative average of 2.00 or better) in any term 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 term.

B. An upper division student who has a term average of less than 2.00 in any two terms 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 term grade point average of 2.00 or better in the student's final term. 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 term, 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 501.)

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 for the Fall and Spring terms.

Full-time upper division students may not engage in employment activities in excess of 20 hours per week in the Fall and Spring terms but may do so during Summer terms and non-enrollment periods such as winter break.

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 petition to 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 term 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 term and whose cumulative grade point average is 2.15 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 2 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. 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 term and whose cumulative grade point average is 2.15 or above, or first-year part-time students who voluntarily withdraw prior to the final examination period of their third term and whose cumulative grade point average is 2.15 or above, have the right to return as first year full-time second term students or as first-year part-time third term students within one year from the date of withdrawal. 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 petition to the Academic Affairs Committee for a petition extension. If the Committee grants the extension, 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 term and whose cumulative grade point average is below 2.15 and first year part-time students who voluntarily withdraw prior to the final examination period of their second or third term and whose cumulative grade point average is below 2.15 may have the right to apply for readmission as first year entering students with the first entering class starting more than 12 months from the date of withdrawal. This right to reapply as a first year entering student must be exercised no later than 2 years from the date of the student's eligibility to return. The provision requiring a waiting period of 1 year from the date of withdrawal before reapplication 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 2.15 in any term of the repeated first year shall be dismissed for failing to make satisfactory academic progress. 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 2025, are subject to the rule in place at the time of their 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 term, 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). Transcripts of students who withdraw under this section shall reflect the student's original courses and grades during all periods of enrollment.

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 term, 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 term, 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 PERMISSION 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 terms.

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 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 term must be in residence at California Western (See Section 1.01(2).) For purposes of this rule, in residence means the student is enrolled at California Western.

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 on the CWSL website.

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.[1] The American Bar Association proscribes as professional misconduct any activity involving misrepresentation.[2] 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.[3] 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.[4] 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.[5]

Meaning originally "to kidnap," plagiarism is the act of taking the work of another and passing it off as one's own.[6] This may occur with or without intent.[7] Proper acknowledgment requires conformity to these conventions:[8] 1) Cite borrowed language, facts, or ideas--whether quoted or paraphrased; 2) Use quotation marks for lengthy phrases or distinctive phraseology;[9] 3) Follow Bluebook format for when to use quotation marks or block quotes;[10] 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.[11]

[1]California Western School of Law, Statement of Academic Policies ' 2.08 (Aall 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.").

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

[3]*See* 17 U.S.C. § 501.

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

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

[6]*Plagiarism*, Black'S LAW DICTIONARY (9th ed. 2009).

[7]AAlthough 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)).

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

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

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

[11]*E.g., supra* note 7.

Legal writing is subject to two kinds of plagiarism: overt and covert.[12] 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.[13] 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.[14]

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.[15] If you cannot write your own words, quote.[16]

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.[17]

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.[18]

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: _____

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

[13] Olken, *supra* note 4, at 48-49.

[14] *Id.*

[15] 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.

[16] 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.

[17] *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.

[18] *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_opportunity_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/files/required_disclosures/aba/copyright_infringement.pdf.

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=ZRoUL2XQVUuY65ePvrUrmU7nWnD3MZNIgXRHIHYEXLFURTMzMTdTNUc4UzVWSEpSTzFCT1VDWVVSRi4u** 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 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, or Daniel Starnes, Student Network Systems Manager 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 faulty 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 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 and Administrative Services, 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 Associate (Library) Director for Educational Technology & Strategic Initiatives, 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 coursework, 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 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

A. Student Rights Under FERPA

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. The records are maintained by the Registrar.

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 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.

4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by CWSL to comply with FERPA requirements. Students may complete a "FERPA Complaint Form" located at https://studentprivacy.ed.gov/file-a-complaint. The completed form can be email to FERPA.Complaints@ed.gov or mailed to:

U.S. Department of Education
Student Privacy Policy Office
400 Maryland Avenue, SW
Washington, DC 20202-5920

B. Disclosure of Student Information Without Prior Written Consent

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, § 99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. FERPA permits CWSL to disclose PII from education records without obtaining prior written consent of the student under certain circumstances, including but not limited to those listed below.

1) Disclosure to school officials with legitimate educational 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 their 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. This includes any individual who meets the conditions listed in FERPA § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3).

   A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibilities for CWSL, including, but not limited to, performing appropriate tasks that are specified in their 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).

2) To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2)).

3) To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35).

4) In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4)).

5) To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6)).

6) To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7)).

7) To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8)).

8) To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9)).

9) To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10)).

10) Information the school has designated as “directory information” under § 99.37. (§ 99.31(a)(11)).

11) To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of § 99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§ 99.31(a)(13)).

12) To the general public, the final results of a disciplinary proceeding, subject to the requirements of § 99.39, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school’s rules or policies with respect to the allegation made against him or her. (§ 99.31(a)(14)).

13) To parents of a student regarding the student’s violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31(a)(15)).

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

C. **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 in certain school publications, such as the honor roll, other recognition lists, and graduation programs. Directory information 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 term 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 February 2021

IV. POLICY AND PROCEDURE FOR THE

PROVISION OF SERVICES TO STUDENTS WITH DISABILITIES

Updated July 2026

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. Please contact the Office of Student Affairs (studentaffairs@cwsl.edu) to obtain the Accommodations Request Application packet.

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. Incomplete files will not be reviewed for accommodations.

III. All 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. The Office of Student Affairs will publish the deadline for accommodations requests each term. Requests must be made using the Accommodations Request Application form, include appropriate documentation from a qualified healthcare professional, and be submitted to the Assistant Dean for Student Affairs (a note from your doctor is not sufficient without the completed application form).

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, 1st Floor
San Diego, CA 92101
(619) 515-1575
studentaffairs@cwsl.edu

Dean of Students and Administrative Services
225 Cedar Street, 2nd Floor
San Diego, CA 92101
(619) 515-1588
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.[19] Furthermore, the School is committed to providing overall educational program accessibility for qualified persons with disabilities. [20]

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 Dean of Students and Administrative Services 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 and Administrative Services ensures that these policies are both educationally sound and responsive to the needs of students with disabilities.

II. 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 student website.

It is strongly recommended that students meet with the Assistant Dean for Student Affairs prior to enrollment or early in their first term. 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. Disability information is given to other School personnel when necessary for such personnel to carry out their responsibilities while providing accommodations or otherwise complying with relevant disability-related policies.

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19 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.

20 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.

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 (using the Accommodations Request Application) 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 packet which is available from the Office of Student Affairs.
2. Student submits the Request for Disability Services Form (Part 1 of the packet) to the Office of Student Affairs and provides the Health Care Professional Verification of Disability Form and release (Part 3) 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. The Office of Student Affairs will then 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(ies), and evidence the need for the requested accommodations, and should include the following five elements:

1. A diagnostic statement[21] 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 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

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21 The diagnostic system used by the Department of Education, the State Department of Rehabilitation Services or other State agencies and/or the current edition of either the Diagnostic and Statistical Manual of the American Psychiatric (DSM-V) or the International Statistical Classification of Diseases and Related Health Problems of the World Health (ICD) are the recommended diagnostic taxonomies.

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.[22]

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.

22 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.

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.

   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(ies) 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 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 and Administrative Services. 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 and Administrative Services *may* at their discretion reschedule the exam should there be an extraordinary and compelling excuse to do so, and in consultation with the Vice Dean's Office.
e. Should the student become ill and unable to sit for the examination, the student must first notify the Office of Academic Affairs and the Assistant Dean for Student Affairs. Any decision about a change in time or date can only be made by the Office of Academic Affairs, the Assistant Dean for Student Affairs, or the Dean of Students and Administrative Services.

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. Disqualified Student Appeal
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 a 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.

J. 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, a determination can be made to:

- Affirm the decision;
- Make an adjustment to the original accommodations;
- Refer for a formal grievance.

K. Formal Grievance Process for Accommodations
A student who seeks reconsideration of an approved accommodation may file a petition for review with the Dean of Students and Administrative Services. This petition for review should be in writing, and specific, with particularity, the reasons for the disagreement with the determination by the Assistant Dean. 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. The seven (7) day rule may be extended for good cause upon written notice of the Dean of Students and Administrative Services.

The decision of the Dean of Students and Administrative Services will constitute the final decision of the School. No other internal administrative appeals process will be allowed.

L. 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, 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 Dean of Students and Administrative Services. Complaints of retaliation under this policy

may be filed through the Section 504 Complaint procedure. 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 on the 1st floor.
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 1st, 2nd and 3rd 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) 525-1486.

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 July 2026

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, (4) Discrimination and Harassment, and (5) Bullying 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 identity 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 and Administrative Services.

The Dean of Students and Administrative Services 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 and Administrative Services 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/

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

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 and Administrative Services, the Vice Dean for 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 and Administrative Services 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 CONDUCT AND DISCIPLINE

Effective June 2026

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, including but not limited to, CWSL Statement of Academic Policies (C), Article IX, section 9.04 (March 2024), as amended and/or ratified each academic year.

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 an alumnus, a student, 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; or

(2) Is an admitted student eligible to enroll or re-enroll in CWSL but is not currently enrolled.

(G) "Complaint" means an oral or written description of specific acts purported to violate this Code;

(H) "Complainant" means the person or entity who initiates a Complaint. An accused Student shall be able to learn the identity of the Complainant for purposes of defending themselves against allegation(s) of violation(s) of this Code.

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 this Code while a Student; even if under suspension at the time;

(B) Conduct alleged to be a violation of this Code by a Student on or off CWSL Premises in connection with a CWSL-Related Function;

(C) Conduct by a Student that negatively bears on the Student's moral fitness for law school or practice.

104. Statute of Limitations

No disciplinary action may be taken by CWSL more than one year after CWSL learns of the facts giving rise to the action. Even within that year, undue delay on the part of a Complainant may result in dismissal of the Complaint on that basis.

105. 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 (e.g., in another course or in the course of employment) unless authorized by the instructor of the present course;

(3) Using or consulting unauthorized sources, materials, or devices during an exam or other assignment;

(4) Unauthorized collaboration with another person during an exam or other assignment;

(5) Intentionally stealing, sequestering, altering, or destroying materials sought 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 exam proctor;

(7) Interfering with the grading process;

(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 another Student information known to be misleading, thereby constituting interference with another Student's performance.

(B) Plagiarizing in any submitted work in draft or final form. Plagiarism is a strict-liability offense requiring no mens rea, 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) Paraphrasing another's ideas, theories, cases, conclusions, or research;

(3) Failing to comply with CWSL's policy on the use of Artificial Intelligence and/or the Professor's policy on Artificial Intelligence (if the Professor's policy differs from CWSL's policy).

(C) A Student must report to the Vice Dean their knowledge of academic dishonesty by another student. Failure to promptly report is by omission itself an instance of academic dishonesty.

106. Misrepresentation and Duty to Disclose

(A) A Student may not engage in misrepresentation including, but not limited to:

(1) Forging or altering 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 admission or for financial aid;

(b) Requesting to reschedule or receive 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 Student or as a witness in a meeting or hearing conducted under this Code or other CWSL policies.

(B) A Student has a duty to immediately disclose to the Vice Dean, in writing, if the Student is arrested for, charged with, or convicted of a misdemeanor or felony, or any other wrongful conduct as set forth and governed by CWSL's Student Reporting Requirement (see CWSL Student Handbook, General Policies (D), Article XI (2024-25)), as amended and/or ratified each academic year;

(C) Before or after admission, a Student has a duty to immediately disclose to the appropriate parties any omission, inaccuracy, or material change in the applicant's CWSL application, as required by the CWSL Application for Admission.

107. 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, or a Member or guest of the CWSL Community;

(B) Violating CWSL's of the Instructor's Policy on Recording Classes;

(C) Entering CWSL Premises without authorization;

(D) Using 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 real or personal property belonging to CWSL or a Member or guest of the CWSL Community.

108. 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 of a Member of the CWSL Community, or any person on or near CWSL Premises or in connection with a CWSL-Related Function;

(B) Engaging in conduct in violation of CWSL's Gender-Based Harassment, Discrimination, and Sexual Misconduct Policy (see CWSL Student Handbook, General Policies (D), Articles VII & VIII (2025-26)), as amended and/or ratified each academic year;

(C) Obstructing or disrupting teaching, research, administration, speaking events, presentations of invited guests, disciplinary procedures, or other CWSL activities;

(D) Engaging in disorderly or lewd conduct on CWSL Premises or at a CWSL-Related Function;

(E) Participating in a disturbance of the peace or unlawful assembly on CWSL Premises or at a CWSL-Related Function;

(F) Failing to comply with the directions of CWSL faculty or staff or public officials performing official duties on CWSL premises or in connection with a CWSL-Related Function.

109. 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 an investigation of a Complaint under this Code;

(C) Violating the conditions imposed by a sanction under this Code.

110. Violation of Law

It is a breach of this Code for a Student to violate local, state, or federal law, including:

(A) Illegally using, possessing, selling, manufacturing, or attempting to use, possess, sell, or manufacture illegal controlled substances on CWSL Premises or at a CWSL-Related Function;

(B) Illegally possessing, storing, manufacturing, or using explosives, firearms, weapons, or other devices that can be used to harm persons or property;

(C) Other illegal conduct committed anywhere against any person or entity, whether or not that conduct is otherwise covered by this Code.

111. Initiating a Complaint: Investigation

(A) Complaints under CWSL's Gender-Based Harassment, Discrimination, and Sexual Misconduct Policy shall be made pursuant to that policy (see CWSL Student Handbook, General Policies (D), Articles VII & VIII) (2025- 26)), as amended and/or ratified each academic year;

(B) Except as provided in section 111(A), any Member of the CWSL Community may initiate a Complaint against a Student for misconduct under this Code. A Complaint may be initiated not just by a Complainant as defined in section 102(H), but also by the Administration as an entity through the Vice Dean who learns of a possible Code violation;

(C) A Complaint referred to in section 111(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) Proceed expeditiously at all stages of the investigatory and disciplinary stages;

(2) Act with due regard for the privacy of all individuals involved;

(3) Investigate whether the Complaint has merit;

(4) Dismiss any meritless claim(s).

(E) After an investigation, the Vice Dean shall without undue delay notify the accused Student

(and, where applicable, accusers) in writing of the finding of a meritorious Complaint, giving the accused opportunity to respond to the finding. The Vice Dean may then resolve the matter informally (without a hearing) under sections 112 or 114, or formally (with a hearing) under section 115. Resolution under section 115 operates apart from actions that might be taken by the Vice Dean pursuant to CWSL Student Handbook, Statement of Academic Policies (C), Article IX, section 9.04 (March 2024), as amended and/or ratified each academic year.

112. Informal Resolution Process

(A) As noted in section 111(E), the Vice Dean may resolve a Complaint through an informal resolution process by imposing a sanction authorized under section 115(H) of this Code;

(B) A sanction must be communicated without undue delay to the Student in writing and must specify whether the sanction will be noted on the Student's transcript in accordance with section 115(H);

(C) The accused Student may request a formal hearing if the Student disagrees with the disposition of the informal resolution. A formal hearing request must be in writing and received by the Vice Dean within 10 business days of the Student's receipt of notice of the proposed informal resolution;

(D) If the Student does not timely request a formal hearing as set forth in section 112(C), the informal resolution is subject to challenge only under the appellate procedures set forth in section 116.

113. Professional Responsibility Committee

(A) Each academic year, the Vice Dean shall appoint three faculty members to the Professional Responsibility Committee ("PRC"), which shall designate one of these members as chair;

(B) In consultation with the faculty members of the PRC, the Vice Dean shall also appoint two Student members and two Student alternates from the second- and third-year classes. Student members shall participate as of right in all adjudicative matters and, at the discretion of the faculty members of the PRC, any other PRC business;

(1) An appointed Student may resign from the appointment and alternatively, may be removed by vote of the PRC's faculty members;

(2) An alternate Student member shall serve if a Student seat becomes vacant.

(C) When a formal hearing process is triggered, the Vice Dean will notify the Chair of the PRC, who shall constitute a Hearing Panel of three PRC members, one of whom shall be a Student;

(D) The Hearing Panel shall elect a faculty member of the Panel as Chair.

114. Waiver of Hearing

(A) At any time after a Complaint is filed but before a violation has been found and a sanction has been imposed—with or without a hearing—and the accused Student's appellate processes are not yet exhausted, the Student may plead to a violation and/or sanction by contacting the Vice Dean in writing;

(B) A plea may include a waiver of the right to appeal under section 116;

(C) When an accused Student pleads to a violation under section 114(A), the Vice Dean has discretion to impose any sanction(s) listed in section 115(G).

115. Formal Hearing Process

A formal hearing initiated by the Vice Dean under section 111(E) or the Student under section 112(C) shall conform to the following:

(A) Notice

The Vice Dean shall give prompt written notice to the accused Student of:

(1) The Code provision, rule, or policy alleged to have been violated;

(2) Date(s) and location where 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) The Student's obligation to promptly acknowledge in writing receipt of the notice;

(6) A date and time for a meeting with the Student to be held within 5 business days of the Student's receipt of the notice. At that meeting, the Vice Dean shall refer the Student to section 115. A Student's request for more information about the hearing process should be put by the Student to the PRC.

(B) Hearing

(1) At the discretion of the Hearing Panel, the closed-to-the-public hearing shall be either on CWSL premises or conducted over Zoom (or similar platform) during normal business hours. In-house counsel or other CWSL designee will present the case for CWSL. In extraordinary circumstances, the Hearing Panel may conduct a hearing in the accused Student's absence. The Hearing Panel shall not do this until it has attempted to secure the Student's presence (in person or by Zoom or similar means) and has concluded that further attempts will be futile.

(2) Witnesses may attend the hearing only when testifying.

(C) Due Process

(1) The hearing shall be conducted consistent with basic standards of due process appropriate for California higher education student conduct proceedings, including opportunity for the Student to respond to the charges and evidence. Briefing may be required at the election of the Hearing Panel;

(2) The Chair of the Hearing Panel shall:

(a) Notify the Student at least 10 business days prior to the hearing of the date, time, 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, expected witnesses, and process for the Student to access the evidence expected to be presented. If the Hearing Panel makes an untimely request for evidence, the remedy shall be a continuance of the hearing date by no less than 5 and no more than 10 business days;

(c) Conduct the hearing in an orderly manner and rule on any questions of procedure, relevance, admissibility, or any other evidentiary matter.

(3) Rights of the Accused Student During the Hearing

(a) The accused Student is presumed not to have committed the violation in question;

(b) The accused Student may challenge a member of the Hearing Panel on grounds of bias, conflict of interest, or other factors the Student perceives would preclude the Panel member from rendering a fair decision. Such challenges are decided by secret ballot of the remaining Panel members. The Chair of the PRC 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 of the Hearing Panel shall appoint an alternate member and then the faculty members of the Hearing Panel shall select which of them shall serve as the Chair. (If the faculty members of the Hearing Panel cannot agree on which of them shall serve as the Chair, the Vice Dean shall select which of them shall serve as the Chair);

(c) The Student may testify, present evidence, including witnesses and documents, in the Student's own defense unless the evidence is ruled inadmissible by the Chair of the Hearing Panel. A witness's identity and credentials, when relevant, must be disclosed *sua sponte* to the other side no less than 5 business days before the hearing;

(d) The Student may cross-examine a witness unless the Hearing Panel finds compelling reasons to disallow this questioning. In such circumstances, the Hearing Panel may permit the Student to submit written questions to the witness through the Hearing Panel;

(e) The Student may bring an advisor from inside or outside the CWSL Community to the hearing, including an attorney retained at the Student's expense or serving pro bono. 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.

(4) Evidence

(a) Before the hearing, the Hearing Panel shall investigate the Complaint as it deems appropriate. The Hearing Panel may suspend the hearing date to accommodate its investigation;

(b) The Hearing Panel is not bound by formal rules of evidence;

(c) The Hearing Panel shall require witnesses to affirm they will testify truthfully;

(d) 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;

(e) The Hearing Panel may consider evidence it learns of after Notice has been given by the Vice Dean under section 115(A), provided that the Hearing Panel promptly shares the evidence with the Student.

(D) Recording

CWSL shall make an adequate audio or video recording of the hearing.

(E) Decision and Notice

(1) All decisions of the PRC, including decisions of a Hearing or Appellate Panel, shall be by a simple-majority vote unless otherwise stated herein;

(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 disposition will be included on the Student's transcript.

(F) 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 PRC.

(G) Sanctions

One or more of the following sanctions may be imposed on a Student found, through informal resolution or formal hearing, to have violated this Code:

(1) CENSURE: Written reprimand;

(2) RESTITUTION: Reimbursement to the injured person(s) or to CWSL when 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 pertinent course or issuance of an administrative "F" (failing), W (withdrawal), or NCR (no credit);

(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 one (minimum) to six (maximum) terms. A suspended Student will not participate in classes and will be barred from CWSL activities and CWSL Premises;

(6) DISMISSAL: Permanent termination of CWSL student status;

(7) REVOCATION: Revocation of a degree where admission to CWSL or award of a CWSL degree was obtained through fraud or academic dishonesty;

(8) TEMPORARY EXCLUSION FROM ACTIVITIES OR SUSPENSION, IMPOSED PRIOR TO COMPLETION OF A PROCEEDING UNDER THIS CODE: See CWSL Student Handbook, Statement of Academic Policies (C), Article IX, Section 9.04 (March 2024), as amended and/or ratified each academic year.

(H) The Vice Dean or the Hearing Panel may order that a sanction be noted on a Student's transcript. When a sanction is so 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 admitted. A 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.

(I) In lieu of a sanction, the Vice Dean or the Hearing Panel may order that a Student receive a written warning. A warning is not a sanction, will not be recorded in a Student's official CWSL record, and will not be reported to a licensing authority, but will be reported if the Student is subsequently sanctioned for a violation of this Code.

116. Appeal

(A) A Student may appeal a formal violation or sanction under sections 111(E), 112(A), 114(A)-(B), and 115(G) within 10 business days of the Student's receipt of notice of imposition of the sanction.

(1) If the appeal is from an informal disposition, i.e., without a hearing, the appeal must be in writing, state its basis, and submitted to the PRC Chair, who will constitute a three-person appellate panel of two faculty members of the PRC and one student member of the PRC. A Student may challenge the appointment of a member of the Appellate Panel for the same reasons as outlined in section 115(C)(3)(b) above for a challenge to the composition of the Hearing Panel.

(2) If the appeal is from a formal disposition, i.e., with a hearing, the appeal must be made in writing, state its basis, and submitted to the Chair of the Faculty Executive Committee (FEC), who will appoint two full-time faculty members to an Appellate Panel. (The FEC Chair's contact information shall be made available to the accused Student on request from the Vice Dean).

The presumption is that one appointee will be the remaining PRC member who was not on the Hearing Panel. This presumption can be overcome by a conflict of interest or other good cause, in which case a full-time faculty member shall be appointed instead. The second full-time faculty member/appointee shall be a member of the FEC. The presumption is that the third member of the Appellate Panel shall be a PRC active or alternate student member who did not sit on the Hearing Panel. This presumption can be overcome by a conflict of interest or other good cause, in which case another student shall be appointed by the Chair of the FEC. A Student may challenge the appointment of a member of the Appellate Panel for the same reasons as outlined in section 115(C)(3)(b)

above for a challenge to the composition of the Hearing Panel. The Appellate Panel shall elect a chair.

(B) The Appellate Panel may grant an appeal after the deadline stated in section 116(A) upon a showing of new information or other good cause for delay.

(C) The Appellate Panel will reach the merits of an appeal of a Hearing Panel decision only when 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 insufficient to support the decision;

(3) The imposed sanction was disproportionate to the offense;

(4) At least one member of the Hearing Panel was biased against the accused Student on a basis unknown to the Student before the Hearing;

(5) There is new information, not reasonably available at the time of the hearing, that could substantially impact the original finding or sanction.

(D) The Appellate Panel shall reach the merits of an appeal of a Vice Dean's decision only when the Student pleads one or more of the grounds listed in section 116(C) above. The Appellate Panel is to be guided by the procedures set forth for hearings in section 115, except that no witnesses shall testify on appeal.

(E) When the Appellate Panel considers the merits of an appeal, the Appellate Panel shall review the decision, including any sanction, and do one of the following:

(1) Affirm the decision;

(2) Overrule the decision if plainly erroneous;

(3) Modify or vacate the violations and/or sanction(s) imposed if plainly erroneous;

(4) Request additional information, including a written submission from the Student and a response from the Vice Dean or Hearing Panel;

(5) Remand the case to the Vice Dean or Hearing Panel with instructions for further disposition.

(F) The Appellate Panel's decision shall be in writing and sent to the Student, Vice Dean, Hearing Panel, and other members of the PRC. Absent good cause for additional time, the Appellate Panel shall issue its written decision within 60 calendar days after receipt of notice of the appeal under Section 116(A).

(G) Any unexpired sanction, e.g., a suspension from CWSL activities, suffered by a an accused Student for a violation of this Code shall remain in force during the pendency of the appeal.

(H) The Appellate Panel's decision is final and therefore unreviewable by CWSL.

117. Records, Recording Policy, and Notification

(A) The Vice Dean shall maintain the recording of all formal hearings under section 115 and a digital and paper copy of the Complaint in question for at least 5 years. The record shall include the identity of the Student and Complainant (when applicable), the date and nature of the Complaint, and its disposition.

(B) Notification to Complainant (When Applicable)

When a disposition is final (including an appeal when applicable), the Vice Dean shall notify the Complainant (when applicable) that the matter is resolved. The Vice Dean is not required to disclose any information about the nature of the disposition.

END

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[5]

Emergency **9-1-1**

San Diego Police

619-531-2000 (24/7 Main #)

Scripps Mercy Hospital

619-686-3800 (ER)

Sharp Memorial Hospital

858-939-5611 (ER)

UCSD Medical Center – Hillcrest

619-543-6222 (Main)

HOSPITALS

(SART[6] resource facilities)

Balboa Naval Medical Center
619-532-8275

Children's Hospital
858-576-5803

Palomar Hospital
760-739-3800

Pomerado Hospital
858-613-4457

COUNSELING AND CRISIS CENTERS

CA Crime Victims Crisis Hotline

619-232-3300

Center for Community Solutions
(CCS) Sexual Assault or Domestic Violence
858-272-1767
888-385-4657 (Hotline Toll Free)

Women's Resource Center
760-757-3500

CONFIDENTIAL AND NONCONFIDENTIAL REPORTING OPTIONS

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

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

6 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.

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 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	San Diego Victim Assistance Program
619-232-3300	**619-531-4041**
San Diego Rape Crisis Hotline - CCS	Women's Resource Center
888-385-4657 Toll Free	**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
Title IX Coordinator Dean of Students and Administrative Services **619-515-1588** TitleIXCoordinator@cwsl.edu Deputy Coordinator – Employees Executive Director, HR & Operations **619-515-1563** DeputyCoordinator-Employees@cwsl.edu Campus Security **619-525-1417**	Deputy Coordinators - Students Asst. Dean for Student Affairs **619-515-1576** DeputyCoordinator-Students@cwsl.edu	San Diego Police Dept. **619-531-2000** (non-emergency) **619-531-2210** (sex crimes unit) San Diego County Office of the District Attorney **619-531-4040** San Diego Office of the City Attorney **619-236-6220** San Diego Victim Assistance Program **619-531-4041**

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.

Supportive Measures
At any time during the investigation, California Western may take supportive 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. Excerpts are provided below.

SUMMARY

The purpose of the School's Title IX Policy (Policy) is to prohibit sex discrimination, which includes sex-based harassment as defined by the U.S. Department of Education's regulations construing the Title IX of the Education Amendments Act of 1972 (See 34 C.F.R. § 106, *et seq.*) ("Title IX or "Title IX regulations"), and sexual harassment as defined by California Education Code 66262, *et seq*., as amended ("State Law").

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 is committed to maintaining a safe learning, living and working environments free of discrimination, harassment, sexual violence, and other forms of sexual misconduct that undermine the School's educational mission. In pursuit of that goal, this Policy provides individuals with the appropriate process for reporting and redressing individual reports of sex discrimination, sex-based harassment, and sexual harassment.

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 and Administrative Services 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 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.

Appeal Officer: The individual responsible for determining an appeal. The Appeal Officer may be a 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.

Affirmative Consent: Under State Law, the term "affirmative consent" is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity, as described further in section VII of the Policy.

Consent is *informed*. Consent is an affirmative, conscious, and voluntary agreement to engage in sexual activity.

It is the responsibility of each person involved in the sexual activity to ensure that the person has the affirmative consent of the other or others to engage in sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent.

Affirmative consent must be ongoing throughout a sexual activity and can be revolved at any time.

The existence of a dating relationship between the parties involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.

In the evaluation of complaints in the School's grievance process, it shall not be a valid excuse to alleged lack of affirmative consent that may the respondent believed that the complainant consented to the sexual activity under either of the following circumstances:

- The respondent's belief in affirmative consent arose from the intoxication or recklessness of the respondent.
- The respondent did not take reasonable steps in the circumstances known to the respondent at the time, to ascertain the complainant affirmatively consented.

Additionally, it shall not be a valid excuse that the respondent believed that the complainant affirmatively consent to the sexual activity if the respondent knew or reasonably should have known that the complainant was unable to consent to the sexual activity under any of the following circumstances:

- The complainant was asleep or unconscious.
- The complainant was incapacitated due to the influence of drugs, alcohol, or medication so that the complainant could not understand the fact, nature, or extend of the sexual activity.
- The complainant was unable to communicate due to a mental or physical condition for purposes of this Policy, the age of consent is eighteen (18).

This standard used in determining whether the elements of the complaint against the respondent have been demonstrated is the preponderance of the evidence. The respondent will be found responsible if they knew or reasonably should have known that the complainant was incapacitated, from the perspective of a reasonable sober person.

Complainant: The term "complainant" means:

(1) A CWSL student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under the Title IX or applicable State Law; or
(2) An individual other than a CWSL student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or applicable State Law and who was participating, or attempting to participate, in the School's educational program or activity at the time of the alleged sex discrimination.

Complaint: An oral or written request to the School that objectively can be understood as a request for the School to investigate and make a determination about alleged discrimination under Title IX and/or applicable State Law.

Dating Violence: Refers to a violence committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    (1) The length of the relationship;
    (2) The type of the relationship;
    (3) The frequency of interaction between the persons involved in the relationship.

Domestic Violence: Includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any coercive behavior

committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological economic, or technological abuse that may or may not constitute criminal behavior, by a person *who-*

(A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
(B) is cohabitating or has cohabitated with the victim as a spouse or intimate partner;
(C) shares a child in common with the victim; or
(D) commits acts against a youth victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Hearing Officer: The individual responsible for conducting the Hearing, 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. The Informal Resolution Facilitator may be CWSL's employee or an external contractor.

Investigator: The individual responsible for conducting the investigation of alleged Title IX or State Law violations, as discussed in sections IX. The Investigator may be CWSL's employee or an external contractor.

Party: Refers to a Complainant or a Respondent, collectively referred to a "parties".

Pregnancy or related conditions: Pregnancy or related conditions that include:

(1) Pregnancy, childbirth, termination of pregnancy, or lactation; or
(2) Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
(3) Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

Respondent: An individual who is alleged to have violated the School's prohibition on sex discrimination (including sex-based harassment and sexual harassment).

Sex-based Harassment: A form of sex discrimination under Title IX, and means sexual harassment and other harassment on the basis of sex (including harassment on the bases of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity) that is:

(1) Quid Pro Quo Harassment: An employee or other person authorized by the School to provide an aid, benefit, or service under the School's educational program or activity explicitly or impliedly condition the provision of such aid, benefit or serve on a person's participation in unwelcome sexual conduct;
(2) Hostile Environment Harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school's educational program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

(a) The degree to which the conduct affected the complainant's ability to access the School's education program or activity;
(b) The type, frequency, and duration of the conduct;
(c) The parties' ages, roles within the School's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
(d) The location of the conduct and the context in which the conduct occurred; and
(e) Other sex-based harassment in the School's education program or activity.

See Policy Definitions for more information.

Stalking: Refers to 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 the definition of stalking:

- "course of conduct" means two or more acts, including, but not limited to, acts in which the 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.
- "reasonable person" means a reasonable person under similar circumstances and with similar identities to the victim.
- "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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, which constitutes a violation of this Policy.

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.

GUIDELINES FOR STUDENTS REGARDING PREGNANCY OR RELATED CONDITIONS

Under Title IX, it is unlawful to discriminate against a student in an education program or activity based on the student's current, or past pregnancy or related conditions or current, potential, or past parental, family, or marital status.

It is the responsibility of the student, or an individual who has legal rights to act on behalf of the student, to inform the Title IX Coordinator of the student's pregnancy or related conditions. Upon receiving such notification, the Title IX Coordinator will provide the student with the School's Notice of Non-discrimination and the student's rights under Title IX. The Title IX Coordinator or Deputy will provide information on reasonable accommodations, as well as law school policies and procedures.

1. Notification Requirements for Confidential and Non-Confidential Employees.
   When a student, or a person who has a legal right to act on behalf of the student, informs any Confidential Employee or Non-Confidential Employee of the student's pregnancy or related conditions, the employee must promptly provide that person with the Title IX Coordinator's contact information and must inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the School's education program or activity.

2. Reasonable Modifications
   The School shall make reasonable modifications to its policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the School's education program or activity. Each reasonable modification shall be based on the student's individualized needs. In determining what modifications are required, the Title IX Coordinator will consult with the student. A modification that the School can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.

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 Title IX violation, and handled under the Policy.

REPORTING A TITLE IX VIOLATION

Complaints may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed in this Policy for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the individual's verbal or written complaint. Such complaint may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office addressed, listed in this Policy for the School's Title IX Coordinator. In addition to the Title IX Coordinator, the School's Deputy Title IX

Coordinators may also receive complaints about conduct that reasonably may constitute sex discrimination, including sex-based harassment or sexual harassment.

Individuals are strongly encouraged to make reports promptly in order to best preserve evidence for a potential legal or disciplinary proceeding.

Anonymous Reports: A complainant may anonymously report allegations of sexual misconduct by completing the Anonymous Reporting Form located on the campus security's website: https:www.cwsl.edu/campus-security. Depending on the information provided, CWSL's ability to take action in response to an anonymous report may be limited.

Amnesty for Minor Misconduct Violations. Students may be reluctant to report incidents because of concerns that their own behavior may be a violation of School policies. The School's primary concern is student safety. CWLS strongly encourages students to immediately report about conduct that reasonably may constitute sex discrimination, including sex-based harassment and sexual harassment, to the School or law enforcement. A bystander acting in good faith of a complainant or a complainant acting in good faith who discloses any such incident to CWSL or law enforcement will not be subject to disciplinary action under CWSL policies for minor misconduct violations, such as alcohol and/or drug use policies, based on conduct that occurs at or near the time of the reported incident. Other individuals present will also not be subject to disciplinary action under the CWSL's policies, occurring at or near the time of the reported incident.

See section VIII. Reporting Sex Discrimination, Sex-Based Harassment, or Sexual Harassment for the full Policy.

Updated July 2026

IX. STUDENT NON-TITLE IX ANTI-HARASSMENT, DISCRIMINATION, AND BULLYING POLICY

CWSL is committed to treating individuals with respect and dignity. Each person has the right to work and learn in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices and harassment. These policies protect and apply to not only students, staff, and faculty, but also independent contractors, interns, and volunteers.

A. Harassment and Discrimination

In keeping with this commitment, CWSL will not tolerate any form of unlawful or inappropriate harassment or discrimination. Tite VI provides that all students, including those who are perceived to be Jewish, Israeli, Muslim, Arab, or Palestinian, as well as those who come from, or are perceived to come from, all regions of the world, are protected from harassment and discrimination. Prohibited harassment and discrimination includes any such conduct based on actual or perceived race; religion; color; national origin; ancestry; physical and/or mental disability; medical condition; genetic information; marital status; sex; pregnancy, gender; gender

identity or gender expression; age; sexual orientation; or military and/or veteran status, or any other legally protected characteristic.

Conduct that violates this policy may occur in numerous forms, many of which are also prohibited by federal and state laws. For example, the following types of actions may constitute harassment:

- Verbal conduct, such as epithets, derogatory jokes, slurs, or comments.
- Visual conduct, such as derogatory posters, cartoons, drawings, or gestures.
- Physical conduct, such as assault, blocking normal movement, or interference with work or study directed at the victim because of the victim's race, sex, or other protected characteristic.
- Use of computers, including the Internet and the e-mail system, to transmit, communicate, or receive derogatory messages or material; or sexually suggestive, pornographic, or sexually explicit pictures, messages, or material.

Prohibited harassment or discrimination or inappropriate treatment of others is unacceptable. Individuals who engage in this type of behavior may be subject to disciplinary action up to and including suspension or expulsion. This policy is not intended to apply to comments made during the course of classroom discussions that constitute legitimate academic discourse.

Any person who violates this policy may be subject to discipline, suspension, or dismissal by the School. Anyone who observes harassment, discrimination, or retaliation should promptly report it to the Dean of Students and Administrative Services. The right to report is not limited to the individual who was subject to the challenged action.

If the investigation finds that a violation of this policy has occurred, appropriate action will be taken.

B. Bullying

The School does not tolerate bullying or abusive behavior. Students who engage in bullying or abusive behavior may be disciplined, up to and including dismissal. Bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another individual. Bullying or abusive conduct includes, but is not limited to, conduct undertaken with malice, that a reasonable person would find hostile, offensive, and unrelated to the School's legitimate business interests.
Bullying or abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of another person. A single act does not normally constitute abusive conduct or bullying, unless it is especially severe and egregious.

Anyone who observes bullying or retaliation should promptly report it to the Dean of Students and Administrative Services. The right to report is not limited to the individual who was subject to the challenged action.

The school will conduct a prompt, fair investigation. If the investigation finds that a violation of this policy has occurred, appropriate action will be taken.

C. Investigation and Decision

After the receipt of a complaint, the Dean of Students and Administrative Services, or a designee, will initiate an impartial investigation. The Dean of Students and Administrative Services, or a designee may conduct the investigation. The investigation will be fair, timely, and appropriately thorough. Depending on the allegations, the investigator will conduct documented interviews with witnesses and review any relevant documentation or other evidence. The investigator will then reach factual conclusions and identify possible remedial actions or resolutions, if warranted. Upon conclusion of the investigation, the investigator will provide a written report to the Dean of Students and Administrative Services.

Upon conclusion of the investigation, the Dean of Students and Administrative Services, or their designee, will inform both the complainant and any respondent of the outcome of the investigation, and the intended action.

D. Grievance Process

The grievance process is designed to provide an orderly review of complaints under these policies. Consistent with the handling of all conduct and disciplinary matters, the School seeks to handle the process to the extent possible with reasonable discretion and sensitivity.

Once written notification of the resolution has been provided, either the complainant or respondent will have the opportunity to appeal the sanctions to a Hearing Panel/Chair. Any request must be submitted in writing to the Dean of Students and Administrative Services within ten (10) calendar days of being notified of the outcome of the investigation and must set forth the grounds upon which an appeal is based. The only grounds for appeal are as follows:

- A procedural irregularity that affected the determination of responsibility;
- The existence of new evidence that was not reasonably available at the time of the investigation that could affect the outcome of the matter; and
- The sanctions imposed are substantially disproportionate to the severity of the violation.

Appeal Panel

If a party appeals a dismissal of a complaint of student non-Title IX anti-harassment, discrimination, or bullying, the School will appoint three Appeal Officers (collectively, "**Appeal Panel**") to review the merits of the appeal.

The School will designate an Appeal Officer to preside over the appeal process. The presiding Appeal Officer will also be a voting member of the Appeal Panel. The presiding Appeal Officer will:

(i) Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

(ii) Implement appeal procedures equally for the parties;

(iii) Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

(iv) Notify the parties of the result of the appeal and the rationale for the result.

Neither the complainant nor respondent will be entitled to a hearing in connection with the appeal. Both parties will be informed in writing of the outcome of the appeal within fourteen (14) days of the date by which all requested information is received, unless the School determines that additional time is required. The appeal decision is final.

E. Retaliation Prohibited

The School prohibits any retaliation against any member of the community for filing a complaint or grievance. Updated July 2024

X. 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.

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. The School will enforce applicable 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 and the Employee Handbook

II. ALCOHOL POLICY

California Western restricts 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 must be obtained, in writing, from the Dean of Students and Administrative Services for events where students will be present. Alcohol may be served in accordance with the rules set forth in the "Policy for Room Bookings" and it may be served solely at evening 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 is prohibited.

B. 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 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 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 and Administrative Services, 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.

XI. ANTI-HAZING POLICY

CWSL is committed to maintaining an educational environment in which students may participate in organizations, activities, and programs free from hazing. Hazing is prohibited at CWSL. No student, employee, student organization, professional society, or other person or group associated with CWSL may engage in, encourage, facilitate, solicit, direct, knowingly permit, or participate in hazing. This prohibition applies regardless of whether the person subjected to the conduct voluntarily participates or appears to consent. The prohibition applies to conduct occurring on or off campus and to conduct associated with both officially recognized and unofficial student organizations or groups, as applicable under federal and state law Pamphlets that discuss alcohol and drug abuse are available from Student Affairs or Human Resources.

XII. STUDENT REPORTING REQUIREMENTS

Students have an obligation to notify the Dean of Students and Administrative Services 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 and Administrative Services**. Failure to provide timely notification to the law school may constitute an Honor Code violation.

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XIII. 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.

E. REGISTRAR INFORMATION

I. GENERAL INFORMATION

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.

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 term for the upcoming Spring, in the Spring term 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 Faculty Support Services.

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. 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 term 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

Students are ranked annually by class (determined as provided in Section 6.07) based on their cumulative grade point average following the conclusion of the academic year, the end of the spring term.

To determine class rank, students that were enrolled and completed any graded units during the academic year will be ranked in accordance with their class year and division. For example, all first-year part-time students will be ranked as one cohort, while first-year full-time students will be ranked as a separate cohort. Students that did not complete any graded units within the academic year will carry their class rank from the prior ranking year.

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**.

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, 1st Floor
Email: studentaccounts@cwsl.edu
Phone #: (619) 515-1594
Website: https://cwsl.edu/current_students/business_office/index.html

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

Any student who wishes to discuss their student billing account or needs 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 term 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 student's CWSL 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 to request a statement. Any changes to registration after the initial term billing 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 (CWSL provided) email account regularly regarding their accounts with the Business Office.

1.1 Due Date – Students can find the upcoming published term tuition due date on the Business Office website before registration begins. Typically, tuition and fees including the general student fee (see section F.1.4.3) for each term 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), 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, located here: 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).
b) Has accepted or declined all aid offered and submitted all required documents necessary 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 by the tuition due date.

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 pending loan 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 term.
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.1.5.4), the General Student Fee, and tuition charges for the term. Signed payment plan agreement forms are due along with the first installment payment by the tuition due date for the applicable term. Noncompliance with the terms of a previous payment plan may constitute grounds for denial.
d) Payments must be made in no more than three 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 term.
e) If any scheduled payment is late, the student will be considered to be in **Past Due Status** (see section F.3.0) and a late fee of $50 may be charged to the account (see section F.1.5.3). 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 of 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 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,** section G) Students qualifying for these benefits must have submitted an approved Deferment Request Form/Promissory Note (download 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 fully due 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

Enrollment/Billing Category	Enrolled Units	Per Academic Year*	Per Term
Full-Time	12 or more	$66,760.00	$33,380.00
Part-Time	6-11	$49,960.00	$24,980.00
Per Unit	1-5	$3,040.00 per unit	

*The academic year is two terms (Fall and Spring). Summer term will be charged on a per-unit basis at the per unit rate listed in the chart above.

1.3.2 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.

1.3.3 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 here. Payment is due and payable on or before the tuition due date for the term in which the course will be taken, or upon registration after the tuition due date. For payment options, see section F.2.0.

1.4.1 Course Auditing - $3,040.00 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, Academic Success, and Services Fee - The Student Activity, Academic Success, and Services Fee is a mandatory, non-refundable fee charged to JD, JD/MBA, and MCL students per term in Fall and Spring only. This fee is due when the tuition is due (see section F.1.1).

Enrollment/Billing Category	Enrolled Units	Per Term Cost
Full-Time	12 or more	$540.00
Part-Time	1-11	$405.00

1.5 Other Charges - The current charges and fees are referenced below, and subject to change. The most current approved fees are published on the Business Office page of the CWSL website here and 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 payments via check from that student.

1.5.2 Library Printing Fees - Library printing fees in excess of $9.00 per term will be applied to the student's account and a billing notice with a due date will be emailed to the student by the Business Office. If the balance remains unpaid after the specified due date, the student's account will be placed in **Past Due Status** (see section F.3.0) until the charges are paid. Late fees will apply as noted under section F.1.5.3.

1.5.3 Late Fees - $50.00 per month, per occurrence. The late fee may be charged each month to students who:

a) Have not paid their tuition balance in full by the due date. (Including students who believe they will be awarded a scholarship after grade release.)
b) 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.)
c) 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 late fee may be charged.
d) Additional late fees will be assessed monthly on the 1st day of each month following the tuition due date for any unpaid balance including fees such as Student Activity Fees and Library printing fees.
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.

1.5.4 Payment Plan Set-up Fee – $25.00. Students obtaining a deferment through an approved payment plan may be assessed a set-up fee (See section F.1.2). This fee may be charged each term when an approved payment plan is used. The set-up fee may be included in the payment plan agreement total balance and does not need to be paid separately. Failure to pay the set-up fee as part of the payment plan balance 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, and 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 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 term'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 out of 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 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 applied during review of a withdrawn student's account. For students whose Business Office account reflects a balance due to CWSL after the reassessment is performed, the Business Office will contact the student to resolve the balance due. For students with credit balances due to 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 (term). Students who drop units without completely withdrawing from all classes through the add/drop dates of the term will not have their tuition reassessed for dropping units (see **Registrar Information,** section E).

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 off their remaining balance or pay in full using 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 the California Student Loan Servicing Act. See sections F.3.2 and F.12.0.

4.3 Disbursement of Credit (Excess Funds) Balance on Account – Upon completion of the tuition reassessment and any mandatory return of Title IV funds, any remaining credit balance will be released to the student.

4.4 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

Week #	Percentage of Tuition Retained by CWSL for Classes Attended
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 term will be given. (Note that there will be no refund given for the term 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 term will be reversed. No refund will be given for the term(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 term. The student will then receive a "medical credit" available to apply in a subsequent term for the tuition that would have been lost (i.e., the tuition earned by CWSL). The credit will be applied in the first term in which the student returns to school. The credit amount will be applied first to any outstanding balances remaining from prior terms, 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 term.

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.

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. If the student has received funds that exceed the tuition and fees, an excess funds refund check may be issued to the student (see section G.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 term and are:

a) waiting for disbursement of approved financial aid loan funds for the current term, 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 term 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 from 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 credit balances. Those accounts with a verified credit balance may have their funds available for distribution.

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 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 term. 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 regulations. 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.

7.3.2 Checks issued for funds other than federal loans – When these types of checks are issued 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 request form, original receipts, etc.). Requests that are received by the Business Office by 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 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 Human Resources on the 10th (for the period of the 16th to the end of the previous month) and on the 26th (for the period of the 1st to the 15th) of each month.

8.0 FEDERAL WORK-STUDY (FWS)

See section G.12.1.

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 access campus, 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 through the Registrar's Office. 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, 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/ weekly student newsletter, 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 the Financial Aid Office, at (619) 525-7063 or by email at finaid@cwsl.edu to get the certification process started.

3.0 OVERVIEW OF THE FINANCIAL AID APPLICATION PROCESS

3.1 BEGINNING THE PROCESS

To begin the financial aid process, submit a FAFSA (see section G.4.0). The priority date is March 2. 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, emailed and made available to you via 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 and accept, reduce, or decline each award and complete/ submit any documents listed as "not received" status to the Financial Aid Office via the FinAid@cwsl.edu email. Missing documents are listed on the Documents and messages tab of the financial aid portal.

If your FAFSA is selected for verification, you will also need to complete the verification process (section G.5.0).

4.0 FREE APPLICATION FOR FEDERAL STUDENT AID (FAFSA)

File a Free Application for Federal Student Aid (FAFSA) on the Web at studentaid.gov. 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 studentaid.gov.

The FAFSA school code for California Western School of Law is **G13103**. Once your FAFSA is processed, the federal processor will email a FAFSA Submission Summary to you and the schools listed within. Ensure that you review the FAFSA Submission Summary for any follow-up items requested by the Department of Education and that CWSL is listed in the school section.

5.0 VERIFICATION

Some FAFSAs are selected for a process known as verification, in which the financial aid office must verify information you provided on your FAFSA for accuracy.
If selected, you must submit a completed Verification Worksheet and any additional documents requested. Awards are subject to change after the verification process is complete.

6.0 LOAN PROCESSING

6.1 LOAN CERTIFICATION

CWSL will certify a student's loan eligibility to the Federal Direct Loan processor once the student's financial aid file is complete and the OFA has verified enrollment. 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.

6.2 PROMISSORY NOTES

For Direct Unsubsidized and PLUS Loans, you must complete an electronic Master Promissory Note (MPN) 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.

6.3 LOAN DISBURSEMENT

At that time of disbursement, the Financial Aid Office will verify your continued eligibility for the funds including your enrollment status and that the classes enrolled count towards your degree plan. If eligible, your loan funds will be applied to your student billing account and you will be emailed a loan disbursement notification from the Financial Aid Office.

Each term the first round of excess funds from loan disbursements are usually available to students during the first week of the term assuming your financial aid file was complete by the deadline (outlined in your Financial Aid Offer letter). 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 term and the other half in their second term. Loan fees will be deducted from Direct Loans by the Direct Loan Program prior to disbursement; as such, the net amount sent to the school is less the gross amount of the loan minus origination fees. Please keep in mind that your funds are awarded based on your loan period, so your funds from each term need to last until the beginning of next term.

7.0 STUDENT ELIGIBILITY

For detailed information about federal student aid eligibility, please refer to studentaid.gov/eligibility.

7.1 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 G.9.0, 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).

8.0 APPLICATION DEADLINE AND PRIORITY PROCESSING

See the Financial Aid web pages and emailed Financial Aid Offer letter for application and processing deadlines. Meeting the deadline ensures that your application will be considered for FWS funds and helps ensure the timely receipt of your loan proceeds.

9.0 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.

Evaluations for satisfactory academic progress will take place after the release of Spring grades for students not enrolled in the Summer term. For students taking Summer courses, the evaluation will include Summer grades once they are released.

9.1 QUALITATIVE AND QUANTITATIVE STANDARDS

Based on the U.S. Department of Education regulations, financial aid applicants must make Satisfactory Academic Progress (SAP) toward their degrees to be eligible for Federal Student Aid (FSA) programs. The Financial Aid Office will use both quantitative and qualitative standards in evaluating student progress.

9.1.1 Quantitative Requirement

A. Quantitative Requirement (Unit requirements)

a. The following SAP requirements represent the relationship between the cumulative number of units students have attempted and their completion status at the end of a given Academic Year. For purposes of measurement of progress toward degree completion, an Academic Year is defined as beginning with the Fall term and ending with the close of the Summer term. This applies to all student aid applicants whether they received financial aid in prior years of enrollment.

1. Pace: Students are required to maintain a successful rate of completion of credits attempted which ensures graduation within the maximum timeframe. Students must successfully complete 67% of credits attempted. The pace percentage is calculated by dividing the cumulative number of successfully completed units by the cumulative number of attempted units. The percentage of successfully completed credits rounds up to the nearest unit. For example, if a student successfully completed 39 units out of 45 attempted, the pace of 87% (39/45 = 86.67%) is greater than the 67% requirement and the student met the standard.

    a. "Attempted" is defined as the cumulative number of hours on record in the Registrar's Office after the "drop" period for Fall, Spring, and Summer terms. Course repetitions* count as hours attempted. Audited courses do not count as attempted units. The units for courses which a student drops, withdraws, takes an incomplete, or fails will be included in the number of attempted units.
    b. Successful "completion" will be measured by the cumulative number of units as recorded on the student's academic transcript with the following grades: A, B, C, D (including + or -) and Pass. Grades of F, R, W, I, IP, or Audit do not count toward total units completed. An incomplete course will not be counted as completed units until the student successfully completes the course requirements. Course repetitions* count in the determination of completion as appropriate.
    c. When a student transfers to CWSL, the total number of units accepted for transfer by CWSL will be included in the number of attempted and completed units. Transfer students must meet the criteria indicated in the Qualitative and Quantitative requirements.

2. **Maximum Timeframe**: CWSL measures a student's timeframe in attempted credits. A student will no longer be eligible for FSA funding once it becomes mathematically impossible for the student to complete their program within the 150% time frame. For example, a J.D. student is required to complete 90 credit hours to graduate. Thus, the maximum allowable credit hours a J.D. student can

attempt is 135 credits. A student may not extend the degree date after they satisfactorily complete 90 units and all required courses. An enrollment period from which a student withdraws after the add/drop date counts toward a student's maximum timeframe. "Enrollment period" means spring, fall, and summer terms. Enrollment periods in which the student did not receive FSA count toward the maximum timeframe. As a general rule, at the end of the term or period in which a student earns all credits to complete the J.D. degree, FSA eligibility for that degree ceases.

3. The ABA Standards and CWSL academic policy require that a J.D. student complete the course of study within 5 years of matriculating, absent extraordinary circumstances.

9.1.2 Qualitative Requirement

Satisfactory Academic Progress policy requires students to maintain a minimum cumulative GPA of 2.0 for JD programs.

9.2 MAXIMUM TIMEFRAME

CWSL measures a student's timeframe in attempted credits. A student will no longer be eligible for FSA funding once it becomes mathematically impossible for the student to complete their program within the 150% time frame. For example, a J.D. student is required to complete 90 credit hours to graduate. Thus, the maximum allowable credit hours a J.D. student can attempt is 135 credits. A student may not extend the degree date after they satisfactorily complete 90 units and all required courses. An enrollment period from which a student withdraws after the add/drop date counts toward a student's maximum timeframe. "Enrollment period" means spring, fall, and summer terms. Enrollment periods in which the student did not receive FSA count toward the maximum timeframe. As a general rule, at the end of the term or period in which a student earns all credits to complete the J.D. degree, FSA eligibility for that degree ceases.

9.3 Financial Aid SAP Status

a. **Good Standing**- If the student meets the standards of SAP. The student is eligible for financial aid.
b. **Suspension**- Students who do not meet Quantitative *or* Qualitative requirements are in suspension status and not eligible to receive financial aid.
c. **Probation Status**- Students in suspension status may appeal this decision by submitting a Satisfactory Academic Progress Appeal to the Financial Aid Office.
    i. This appeal must include:
        1. <u>A detailed explanation of the extenuating circumstances</u> that prevented the student from meeting the minimum Satisfactory Academic Progress requirements. Examples of extenuating circumstances include but are not limited to an unexpected death or major hospitalization of an immediate family member; extended hospitalization or medical condition of student; or being a victim of a violent crime or natural disaster.
        2. <u>An Academic Plan</u> must be developed with the assistance of the Office of Academic Affairs. It must include the steps to be taken to resolve the deficiencies, achieve and maintain the required

minimum GPA for the appropriate program, and progress toward degree completion within the required timeframe.

ii. If the Appeal is approved, the student is placed on Financial Aid probation for one term. A student is eligible for financial aid in probation status. An SAP evaluation will occur again at the end of the probation term and the student's status will be determined as follows:

1. Good Standing- If the student meets the standards of SAP, their probation status is removed, and the student's status moves back to good standing. The student is eligible for financial aid.
2. Suspension- If the student continues to not meet the SAP standards after the probationary term, the student's status changes back to suspension status and the student is again not eligible for financial aid. The student may submit another appeal (following same process as outlined above) to re-establish probationary status and reestablish financial aid eligibility.
3. Ineligibility- A student who fails to meet the terms of their Academic Plan during their second probation term will not be eligible for additional financial aid.

9.4 Regaining Financial Aid Eligibility

Students not meeting Satisfactory Academic Progress, who choose to not appeal, have had their appeal denied, or fail to meet their Academic Plan, can regain full financial aid eligibility by:

a. Successfully completing coursework and increasing their cumulative GPA to the appropriate minimum or higher.
b. Raising overall cumulative completion rate for all coursework attempted to 67% or greater.

9.5 Repeat Coursework

Repeat Coursework Classes for failed courses that are repeated because they are required for graduation are eligible for financial aid. Repeated courses are included in the calculation of attempted and earned hours. A student may repeat a class for which they received a passing grade only once and have that course count in determining enrollment for financial aid eligibility. Enrollment to repeat a previously passed class a second time will not count toward enrollment requirements for financial aid. For example, a student enrolls in nine units and a 3-unit course that he previously passed, for financial aid purposes the student is enrolled full-time in twelve units. The student successfully passes all units. However, if in the next semester the student enrolls in nine units and enrolls in the same 3-unit course that has been previously passed twice, for financial aid purposes, the student is enrolled in only nine units and eligible for financial aid as a three-quarter time student.

Other sections of the Statement of Academic Policies (Section C) 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 and Credit/No Credit Courses; 6.04, Incompletes; and 2.01(C), regarding academic support requirements.

10.0 TUITION DEFERMENT PROCEDURE

10.1 PROCEDURE

Refer to section F.1.2.1.

10.2 CONSEQUENCES OF LOAN DENIAL

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.

11.0 COST OF ATTENDANCE & FINANCIAL NEED

11.1 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 both direct and indirect costs. Direct costs are costs paid to the institution (i.e. tuition/fees) and indirect costs are costs associated with school (books/supplies, transportation, housing, etc.) Cost of Attendance information can be found on CWSL website, on the Financial Aid Offer letter, and in the student financial aid portal.

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 reduce and/ or return loan funds or Federal Work Study award.

11.2 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 enrollment 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.

11.3 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.

11.4 DEFINITION OF NEED

Financial need is determined using the following equation:
Cost of Attendance - SAI - Resources = Financial need

11.5 Student Aid index (SAI)

The Student Aid Index (SAI) is an eligibility index number that your college's or career school's financial aid office uses to determine how much federal student aid you would receive if you attended the school.
This number results from the financial information you and your contributor(s) provide on your FAFSA® form.

This number is not a dollar amount of aid eligibility or what your family is expected to provide. A negative SAI indicates the student has a higher financial need.

11.6 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.

12.0 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 or call the Financial Aid 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 Graduate PLUS Loans.

12.1 FEDERAL WORK-STUDY (FWS) PROGRAM

Federal Work-Study provides eligible students an opportunity to earn money to help meet educational expenses and is a need based program. 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 be limited to five hours of work per week. Upper division students are limited to a maximum of twenty hours of work per week. 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.

12.1.1 FWS AWARDS

A student must contact the Office of Financial Aid to determine FWS eligibility and to initiate a FWS award offer (if eligible).

12.1.2 FWS EMPLOYERS

Off-campus positions are limited to legal and judicial internships. All off-campus employers must be classified by the Internal Revenue Service (IRS) as nonprofit or not-for-profit organizations and must demonstrate service to the public interest.

To participate in the Federal Work-Study (FWS) program, off-campus employers are required to contribute 25% of the student employee's wages. Compensation must be set at a rate comparable to that paid to non-FWS employees performing similar duties within the organization.

If an employer is unable to meet the required cost-sharing obligation, funding for the position may, at the discretion of the institution, be provided through CWSL.

The Career and Professional Development Office (CPDO) maintains an official list of approved off-campus employers, along with executed work agreements between CWSL and each participating organization. Any employer not currently listed who seeks to hire an FWS student must contact the CPDO to initiate and formalize a work agreement with CWSL prior to employing the student.

12.1.3 FWS ONBOARDING WITH HUMAN RESOURCES

Human Resources will provide you with an employment request 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 Human Resources 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.

12.2 FEDERAL DIRECT UNSUBSIDIZED LOANS

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 semesters. The lifetime cap is $138,500.00, including any Subsidized and Unsubsidized Loans received as an undergraduate. 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.

12.3 FEDERAL DIRECT Graduate PLUS LOANS (GPLUS)

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 Unsubsidized loans, but are generally superior to private loans in most cases. Students may borrow PLUS loans up to the school's cost of attendance minus other aid. There is no lifetime limit. The PLUS 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.

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.

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.

12.4 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.

13.0 Return to Title IV

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 semester. The 60% mark is determined by dividing the number of days attended in the semester by the total number of days in the semester. (Students who reduce units and remain enrolled is subject only to the Tuition Reassessment Policy. See section F.4.0).

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 occurred. 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 term. 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.

13.1 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 term 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 amoutns received from the lender): $14,: 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 F.4.0: 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.

14.0 Census Date

In accordance with federal regulations, the Office of Financial Aid will recalculate federal student aid awards based on the enrollment status as of the published Financial Aid Census Date (Count Day). Generally, the Census Date typically coincides with the end of the drop/add period for each term. Both the cost of attendance (COA) and federal aid will be based upon the Census Date enrollment status. Refer to the Academic Calendar for those dates and/or see below for upcoming terms.

Fall 2026: 9/08/2026
Spring 2027: 02/02/2027
Summer 2027: 06/02/2027

If a student drop credits prior to the census date, the student may be required to repay some or all of his/her aid that was disbursed to him/her if they do not, at that time, meet the enrollment requirements for the types of aid the student was awarded or if the student is over-awarded due to a change in their cost of attendance.

If a student adds credits after the census date, s/he may not be eligible to receive additional financial aid.

The Office of Financial Aid is not able to adjust all types of aid after the Census Date but will work with special situations on an individual basis. Students should contact the Office of Financial Aid before adding courses after the Census Date that would affect enrollment level (for example: moving from part time to full time, etc.). Eligibility for federal programs may be affected by those who have had FAFSA information or corrections submitted after the Census Date.

H. CAREER AND PROFESSIONAL DEVELOPMENT OFFICE

The Career and Professional Development Office (CPDO) offers a wide variety of services and programs designed to help you identify and achieve your career goals and 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. First year students are encouraged to attend the Annual CPDO 1L Career Launch event to begin their individual preparations to apply for and secure law clerk employment for Summer. In order to allow first year students to acclimate to their studies, the CPDO does not provide individual job search guidance until mid-September.

All students have access to and should review the "Career & Professional Development Office Student Guide" which is available on Canvas and 12Twenty. Then, starting in mid-September, first year students will meet with a CPDO staff member for a one-on-one initial career development overview and planning meeting, to map out the necessary steps to your next position as a law clerk. Initial 1L meetings with a CPDO staff member should be scheduled on or after September 15.

Please note: Although in-person meetings are preferred, 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 academic calendar including the summer.

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 or watch the Panopto video in order to participate in our Mock Interview Program with a practicing attorney.

Online Job Database – 12Twenty 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, 12Twenty. 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 Whether online on our 12Twenty website or in our office, we have many resources available for you to use in a variety of career related topics. Talk with a career advisor to learn which job resources are available through our office that relate to your individual career interests.

Calendar & Social Media Always read your emails and check 12Twenty 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
Facebook: @cwslCareer
Instagram: @cwsl_career
Canvas: CPDO Canvas course link

Professional Training Throughout each term, 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 12Twenty Events Tab or on the campus calendar.

Attorney Panels Each term, 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 12Twenty or in emails from the CPDO.

Pro Bono and Public Service Programs/Fair This annual spring career fair helps connect students with nonprofit organizations and government agencies where you will be trained to serve as a law clerk. Many of the local pro bono and public service legal organizations 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 12Twenty.

Small/Midsized Law (SMSF) Career Expo/Fair California Western hosts an annual SMSF career expo/tabling event alongside the spring recruiting program. This event seeks to bring private law firms with small (1-10 attorneys) and midsized (11-50 attorneys) law firms to campus to meet and recruit California Western students.

External Career Fairs Nationally, California Western participates in the annual Equal Justice Works Conference and Career Fair and Lavender Law Career Fair. Regionally, 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, and the annual Southern California Public Interest Law Day career fair.

Alumni Volunteers 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. Any California Western student may arrange to be matched with a California Western alumni mentor. The CDPO endeavors to match students with alumni who share common interests.

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@cwsl.edu to discuss post-graduation options with ALI.

II. INTERVIEW CANCELLATION POLICY

We encourage students to apply for internship and law clerk positions and to take full advantage of programs that require students to submit their applications through 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 offered 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. Students excused from an interview 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 and Administrative Services.

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) and Executive Order 14185, 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.

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. Should you have any questions about this policy, please direct them to the Career & Professional Development Office at career_services@cwsl.edu.

Updated July 2026

I. MARKETING & COMMUNICATIONS

1. The Office of Marketing and Communications ("Marketing") oversees all marketing and communications for the law school. This management includes all digital and print publications, including the website and social media, media relations, branding (logos, etc.), news stories/releases, and YouTube channels, among other responsibilities. Inquiries about these processes must be emailed to marketingsupport@cwsl.edu.

2. Using the California Western logo. Students are strictly prohibited from replicating or using the official California Western logo without permission from Marketing. Any approval will require compliance with the official style guide and the individual must provide a copy of the final product to Marketing for its records.

3. Inviting the media and other camera/filming crews. Our security policies require that Marketing and Security **must be informed** when media are on campus. Students wishing to invite media and/or to film on campus must seek approval two weeks before the planned visit. Media must have an approved California Western marketing escort at all times.

4. Program Attendance on Campus. California Western may have videographers or photographers at events on campus. Signage and information will be provided to all attendees before entering the event. Unless otherwise noted, by participating in CWSL events, all attendees permit the right to be photographed with images and video used for CWSL marketing purposes. Students who do not wish to be captured in video or photos must provide notice to a member of the Marketing staff, the videographer, or photographer in advance. Participants who enter California Western events that will be recorded affirmatively assent to the fact that the event will be recorded and that the recording may be made available for viewing on mediums such as California Western's print and digital platforms such as YouTube. This policy includes events and meetings conducted via Zoom. Prior to the event, consent may be obtained at registration or before the individual enters the Zoom or other virtual event format.

J. LAW LIBRARY

STAFF: Please see the following website page for information regarding staff members at https://lawlibrary.cwsl.edu/home.

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 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) 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**.

1st Floor:
Reserve & Open Reserve: 2-hours with overnight. There are some 24-hour DVDs.
All core and reference will circulate for 2 hours.

2nd Floor:
Everything on the 2nd floor will circulate for 2 hours.
Exception: Staff and library science collections circulate for 1 month

3rd & 4th 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

Wireless network access is available throughout the Library, and electrical power is available at most seats.

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 → 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 faulty 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 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. Beginning with the fall class of 2024, there will be a requirement for each student account to use two factor authentication (2fa).

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 of Educational Technology and Strategic Initiatives, who will notify the Associate Dean for Information Resources when appropriate. The Vice Dean and/or Dean of Students and Administrative Services, will be notified when a student is involved, or the Dean, when a non-student is involved.

- **Outside the Library:** Report violations to the Associate (Library) Director of Educational Technology and Strategic Initiatives 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 coursework, 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.

j. Harass others by sending annoying, threatening, libelous, or sexually, racially or religiously offensive messages.

k. 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.

l. Intercept or interfere with the printing or downloading of the data of another user.

m. Fail to abide by the terms of all software licensing agreements and copyright laws.

n. 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 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

- Students are given a printing allocation of $9.00per term.
- If the entire nine dollars is used within a term, a student will start accruing a negative balance and owe money for the amount printed over $9.00.
- At the beginning of each term, all negative balances are sent to Student Accounts, and printing allocations are of $9.00 are added for the new term.
- Student Accounts will notify any student with a balance due via email and provide them with a link to pay via the Converge credit card portal.
- If a student has a positive balance at the end of the previous term, $9.00 is added to that positive balance.

Each year at the beginning of the fall term, all balances are reset to $9.00.

Students may determine their current printing balance at any point in the term by emailing EdTech@cwsl.edu from the student's CWSL email address. with the subject "Printing Balance".

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. 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 Daniel Starnes (525-1473).

VIII. AUDIO-VISUAL & EDUCATIONAL TECHNOLOGY

The Library oversees educational and classroom technology and audio-visual needs for the campus. This includes the electronic teaching and learning applications of Canvas, Panopto and Zoom.

- Students or student organizations who require setup for an event or a presentation should **email** edtech@cwsl.edu **at least 48 hours before an event** (more lead time is appreciated).
- Students who need more information on Canvas or Zoom may email edtech@cwsl.edu or go to the student computing website (https://lawlibrary.cwsl.edu/studentcomputing), and click on 'Online Learning Tools'.

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.

K. 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 (2nd Avenue and Cedar Street, next to Law Library)

The North lot is available to students and bar takers during specified times but must register with Facilities and 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/

L. TERM CALENDAR

For the most up to date calendar information, visit the Student web portal.